



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible Together

MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE
STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT**

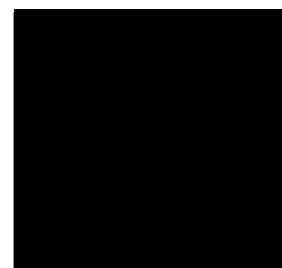
MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]
(REGISTRATION NO. **[REDACTED]**)

CONTRACT NO: 67C/2022/23



PREAMBLE

WHEREAS Term Tender **67C/2022/23** was awarded to [REDACTED] on **6 February 2023** in line with resolution **SCMB 09/02/23**, PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT, for 108 months from date of commencement, subject to the conclusion of a Section 33 of the MFMA process.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board ("**GCC**"), read with the Contract Specific Data ("**CSD**") annexed hereto marked "**PART C1.2: CONTRACT SPECIFIC DATA**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **Director: ENERGY** duly authorised hereto;
- 1.2. [REDACTED] a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in her capacity as **Managing Director : Energy**;

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first,; the Form of Offer and Acceptance;
- 2.1.2. second, the Contract Specific Data within the Contract Data;
- 2.1.3. third, Standard Professional Services Contract (July 2009) ;
- 2.1.4. fourth, the Drawings,
- 2.1.5. fifth, the Scope of Work;
- 2.1.6. sixth, the Pricing Data; and
- 2.1.7. seventh, Parts and Annexures to this contract,
- 2.1.8. eighth, any other documents incorporated by reference.

2.2 The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work to the Employer from date of commencement.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall terminate after 108 months from date of commencement.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**Part C3: Scope of Work**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature, which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data marked **"PART: C2.1"**.
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: [REDACTED]

Section 2: VAT registration number, if any: [REDACTED]

Section 2a: National Treasury Central Supplier Database registration number: [REDACTED]

Section 2b: SARS Tax Compliance Status PIN: [REDACTED]

Section 3: cldb registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number: [REDACTED]

Close corporation number: N/A

Tax reference number: [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☒ Yes ☐ No
If yes, enclose proof

Is tenderer a foreign based supplier for the Goods / Services / Works offered? ☐ Yes ☒ No
If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

NOT APPLICABLE

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☒ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☒ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☒ No

d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☒ No

e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☒ No

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T2.2
Returnable Schedules

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

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C1.1 Form of Offer and Acceptance (Agreement)

C1.2 Contract Data (data provided by the Supplier)

C2.2 Activity Schedule

T2.2 Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT #67C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand One hundred thirty five million, six hundred ninety seven thousand, two hundred ninety three rand and eighty two cents.
R. 135.697.293.82(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 13/05/2022

For official use.

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

1.	2.	3.
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Tender
Part T2: Returnable Documents
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T2.
Returnable Documents

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above
- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	[REDACTED]
Business Registration	N/A	[REDACTED]
Tax number (VAT)	4500193497	[REDACTED]
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	[REDACTED]
Accepted contract sum including tax	R135,697,293.82	R135,697,293.82
Accepted contract duration	For 108 months from date of commencement	For 108 months from date of commencement
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	30 NOV 2023	28/11/2023
Signed: Location	CAPE TOWN.	CAPE TOWN
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject	Not Applicable
Details	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	
5 Subject	
Details	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN
PLANT REFURBISHMENT

C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is: 

The address of the Supplier is

Physical :
Address



Postal :
Address



Telephone :

Fax:

email :

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	21 December 2024	End date 05 January 2025
Year 2 holiday period	Start date	20 December 2025	End date 04 January 2026
Year 3 holiday period	Start date	19 December 2026	End date 03 January 2027
Year 4 holiday period	Start date	16 December 2027	End date 02 January 2028
Year 5 holiday period	Start date	16 December 2028	End date 03 January 2029
Year 6 holiday period	Start date	20 December 2029	End date 02 January 2030
Year 7 holiday period	Start date	21 December 2030	End date 05 January 2031
Year 8 holiday period	Start date	20 December 2031	End date 04 January 2032
Year 9 holiday period	Start date	19 December 2032	End date 03 January 2033

CITY OF CAPE TOWN**ELECTRICITY GENERATION AND DISTRIBUTION****CONTRACT NO. 67C/2022/23****PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT****C2.2 Activity Schedule****Item No. 1 : Engineering Services****1.1 : Basic Fee for Normal Services**

Item No.	Activity Description	Unit of Measure	Amount (Excluding VAT)	
			R	c
1.1.1	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>MECHANICAL AND ELECTRICAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Planning, Studies, Investigations and Assessments	Sum	2,385,000	00
1.1.2	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>STRUCTURAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Planning, Studies, Investigations and Assessments	Sum	1,098,000	00
1.1.3	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>MECHANICAL AND ELECTRICAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 3 – Design Development (Review of approved design)	Sum	6,362,000	00
1.1.4	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>STRUCTURAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 3 –Design Development	Sum	1,847,000	00
1.1.5	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>MECHANICAL AND ELECTRICAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 4 – Documentation and Procurement	Sum	3,376,000	00
1.1.6	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>STRUCTURAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 4 – Documentation and Procurement	Sum	11,046,000	00
1.1.7	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>MECHANICAL AND ELECTRICAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 5 – Contract Administration and Inspection	Sum	60,051,000	00
1.1.8	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF <u>STRUCTURAL WORKS</u> FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 5 – Contract Administration and Inspection	Sum	6,835,000	00

1.1.9	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF MECHANICAL AND ELECTRICAL WORKS FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 6 – Close-Out	Sum	1,419,000	00
1.1.10	Provide services as described in the Scope of Work in respect of DESIGN – BUILD OF STRUCTURAL WORKS FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT: Stage 6 – Close-Out	Sum	212,000	00
TOTAL OF ITEM No. 1.1 TO SUMMARY			94,631,000	00

1.2 : Provision for Time-Based Services including Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Rate R	c
1.2.1	Provide time-based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:			
1.2.1.1	<u>Category A staff</u>			
1.2.1.2	Project Engineer (Leader / Manager)	P/Hour	3,500	00
1.2.1.3	Electrical Engineer	P/Hour	3,750	00
1.2.1.4	Mechanical Engineer	P/Hour	3,750	00
	Civil Engineer	P/Hour	3,000	00
1.2.1.5	<u>Category B staff</u>			
1.2.1.6	Project Engineer (Leader / Manager)	P/Hour	2,000	00
1.2.1.7	Electrical Engineer	P/Hour	3,200	00
1.2.1.8	Mechanical Engineer	P/Hour	3,200	00
	Civil Engineer	P/Hour	2,000	00
1.2.1.9	<u>Category C staff</u>			
1.2.1.10	Project Engineer (Leader / Manager)	P/Hour	1,050	00
1.2.1.11	Electrical Engineer	P/Hour	1,150	00
1.2.1.12	Mechanical Engineer	P/Hour	1,150	00
	Civil Engineer	P/Hour	1,050	00
1.2.1.13	<u>Category D staff</u>			
1.2.1.14	Project Engineer (Leader / Manager)	P/Hour	750	00
1.2.1.15	Electrical Engineer	P/Hour	750	00
1.2.1.16	Mechanical Engineer	P/Hour	750	00
	Civil Engineer	P/Hour	750	00
1.2.2	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014. (Per Individual)	P/Hour	1,100	00
1.2.3	Provide an Environmental Officer (EO) as described in the Scope of Work. (Per Individual)	P/Hour	1,400	00
1.2.4	Provide a level 4 construction monitoring service as described in the Scope of Work. (Per Individual)	P/Hour	2,600	00
1.2.5	Act as Leader of the multi-disciplinary engineering and professional team. (Per Individual)	P/Hour	2,000	00
1.2.6	Act as the Principal Agent of the Client. (Per Individual)	P/Hour	2,000	00

1.2.7	Quantity Surveyor. Experienced in power station projects. (Per Individual)	P/Hour	1,600	00
1.2.8	Corrosion Specialist (Certified NACE Coatings Inspector CP Level II) (Per Individual)	P/Hour	1,200	00
1.2.9	Welding Engineer (Per Individual)	P/Hour	1,200	00
1.2.10	Metallurgist (Per Individual)	P/Hour	1,400	00
1.2.11	Contract Specialist (FIDIC) (Per Individual)	P/Hour	3,000	00
1.2.12	Contract Specialist (CIDB Civil Contracts) (Per Individual)	P/Hour	3,000	00
1.2.13	Approved Inspection Authority (Environmental and Occupational Health and Safety) (Per Individual)	P/Hour	1,200	00
1.2.14	Approved Inspection Authority (Non-Destructive Testing and Pressurised Equipment) (Per Individual)	P/Hour	1,200	00
1.2.15	Laboratory tests and Analyses carried out on behalf of the Client. Including but not limited to static strength and fatigue life analyses.	P/Hour	2,500	00
1.2.16	Detailed inspection, reviewing and checking of designs and drawings not prepared by the Consulting Engineer.	P/Hour	3,000	00
1.2.17	CAD Specialist (Per Individual)	P/Hour	1,400	00
1.2.18	Chartered Accountants (Power Station feasibility study) (Per Individual)	P/Hour	3,750	00
1.2.19	Environmental Practitioner (Per Individual)	P/Hour	1,400	00
1.2.20	Services related to targeted / preferential procurement (Per Individual)	P/Hour	2,000	00
1.2.22	Preparing detailed operating, operation and maintenance manuals	Sum	30,000	00
1.2.23	Implement and Manage a Quality Assurance System for the Project	Sum	25,000	00
1.2.24	Provide Mediation, Arbitration and Litigation Services.	Hour	5,000	00
TOTAL OF ITEM No. 1.2 TO SUMMARY			128,750	00

1.3 : Additional Services

Item No.	Activity Description	Unit	Rate R	c
1.3.1	Additional Services pertaining to all stages of the Project.	-	-	-
1.3.1.1	Applying for wayleave conditions and approvals from all services authorities. (Per occurrence/ application)	Each	10,000	00
TOTAL OF ITEM No. 1.3 TO SUMMARY			10,000	00

Item No. 1.4 : Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Rate R c	
1.4.1	Recoverable expenses in respect of printing/copying as specified below:			
1.4.1.1	Printing/Copy/Scan: size A0,	Each	100	00
1.4.1.2	Printing/Copy/Scan: size A1,	Each	80	00
1.4.1.3	Printing/Copy/Scan: size A2,	Each	50	00
1.4.1.4	Printing/copying/Scan: size A4 (reports and tender documents only),	Each	8	00
1.4.1.5	Compilation and binding of reports/tender documents, books of drawings.	Each	100	00
1.4.1.6	Electronic Data provided on Compact Disk/USB Thumb Drive	Each	500	00
1.4.2	Recoverable expenses in respect of travelling. Will be reimbursed in accordance with the National Department of Transport's National Transport policy.	Provisional Sum	1 500 000	00
1.4.3	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	10 000 000	00
1.4.4	Extra over item 1.4.3 above in respect of all other costs, overhead charges and profit.		10% 1,000,000	00
TOTAL OF ITEM No. 1.4 TO SUMMARY			12,500,838	00

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**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN
PLANT REFURBISHMENT**

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1.1	R 94,631,000.00
B: TOTAL OF ITEM No. 1.2	R 128,750.00
C: TOTAL OF ITEM No. 1.3	R 10,000.00
D: TOTAL OF ITEM No. 1.4	R 12,500,838.00

E: SUB-TOTAL (A TO D)	R 107,270,588.00
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F: CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for
Contingencies to be spent as the Employer may direct and to
be deducted in whole or in part if not required

R 10,727,058.80

G: TOTAL INCLUDING CONTINGENCIES	R 117,997,646.80
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H: VALUE ADDED TAX

ADD: VAT at the rate of 15% of G above

R 17,699,647.02

**I: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER
AND ACCEPTANCE (G+H)**

R 135,697,293.82

DECLARATION (in respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. 67C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.



TENDERER/S

13.09.2022
DATE

Tender
Part T2: Returnable Documents
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T2.2
Returnable Schedules

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T2.2 Returnable Schedules

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SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel (An engineer who registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule. NO. 14 USE REFER TO TEAM ORGANISATION ATTACHED

PROJECT LEADER			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

ELECTRICAL ENGINEER/S			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

MECHANICAL ENGINEER/S			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

STRUCTURAL ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

SIGNED ON BEHALF OF TENDERER: 
NO. 14 USE REFER TO TEAM ORGANISATION ATTACHED SCHEDULE 14

Tender
Part T2: Returnable Documents
Reference No. 67C/2022/23

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T22
Returnable Schedules



Date : 29 July 2022
Our reference : Clarissa Rizzo
Direct Line : (011) 944 7475

TO WHOM IT MAY CONCERN

Dear Sir/Madam

PROFESSIONAL INDEMNITY INSURANCE

ZUTARI (PTY) LTD

This letter serves to confirm that the abovementioned client holds Professional Indemnity Insurance on the following basis:

Professional Indemnity Insurance

Limit of Indemnity R 55 000 000 per claim

Jurisdiction Worldwide

Period of Insurance 1 August 2022 – 31 July 2023

Insurers :

Policy numbers

We confirm that the premium has been paid and that the policy is currently in full force and effect.

Yours faithfully

Business Unit Manager - Specialty
Professional Risks



CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 67C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
		

Number of sheets appended by the tenderer to this Schedule NIL (If nil, enter NIL).

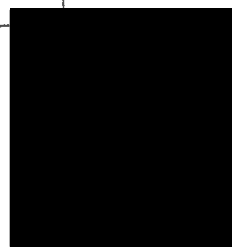
SIGNED ON BEHALF OF TENDERER:



Tender
Part T2: Returnable Documents
Reference No. 67C/2022/23

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T2.2
Returnable Schedules



Part C1: Agreements and Contract Data

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 67C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

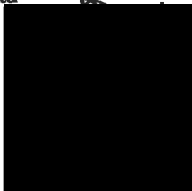
- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract
- d) the Scope of Work, and
- e) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

Data Protection

The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "POPIA"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers.

The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of



POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.

The Contractor agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.

The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub-contractors.

In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:

1. only Process Personal Information on behalf of the **Employer** if (i) the processing of such information is within the knowledge or authorisation of the **Employer**, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;
2. put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;
3. do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;
4. notify the **Employer** immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;
5. at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the **Employer's** Privacy Notice;
6. give the **Employer** reasonable access to its premises, systems and processes to enable the **Employer** to inspect same and conduct a data protection compliance audit thereof from time to

time on receipt of request from the **Employer** and undertakes to give its full co-operation in this regard;

7. upgrade, adapt and/or change its systems and processes upon request from the **Employer** from time to time, to meet the security standards reasonably required by the **Employer** as the Responsible Party in terms of POPIA.
8. The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
9. The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

Add the following to the definition of **Employer**:

The **Employer** is the **CITY OF CAPE TOWN**.

Replace the definition of **Key Persons** with the following:

Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Services.

Add the following to the definition of **Period of Performance**:

The period(s) of performance for this service is as follows:

Studies, investigations, etc.:	4 Weeks after Start Date
Stage 3:	30 Weeks after Start Date
Stage 4: (Mechanical & Electrical)	130 Weeks after Start Date
Stage 4: (Structural)	152 Weeks after Start Date
Stage 5: (Mechanical & Electrical)	324 Weeks after Start Date
Stage 5: (Structural)	324 Weeks after Start Date
Stage 6:	332 Weeks after Start Date

Add the following to the definition of **Project**:

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT**

Add the following to the definition of **Service Provider**:

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

Delete the definition of **Services** and replace with the following:

The work to be performed by the Service Provider based upon the relevant scope of construction works as described in the Scope of Work.

Add the following to the definition of **Start Date**:

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

Replace the words "time for completion" with "Period of Performance".

Add the following definition:

Intellectual Property

Contract

Part C1: Agreements and Contract Data

Reference No. 67C/2022/23



Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 3

Delete the heading and replace with **"Governing law and policies"**

Add the following after clause 3.1

Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

Replace the words "time for completion" with "Period of Performance".

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the Director: ELECTRICITY GENERATION AND DISTRIBUTION.

The address for receipt of communications is:

Telephone: (021) 814 1874
E-mail: phillip.eybers@capetown.gov.za

Physical Address: Electricity Generation and Distribution
Steenbras Power Station
Hydro Road
Gordon's Bay

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

Clause 3.9.2:

Replace the words "6 weeks" with "21 days".

Add the following at the end of the clause:

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:

Delete the clause and replace with the following:

Contract

Part C1: Agreements and Contract Data

Reference No. 67C/2022/23

The Employer shall assess the changes to the Contract Price proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

Clause 3.5:

Add the following:

The location for the performance of the Project will be the OFFICE of the service provider, together with the Steenbras Power Station site Hydro Street, Gordon's Bay, Cape Town. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.12

Delete the heading and replace with "**Penalties and fines**"

Clause 3.12.1

Add the following:

The penalty for this contract shall be 0.1% of the lump sum fee of the particular stage delayed per day late in accordance with the agreed period specified for performance and agreed program as may be amended from time to time.

Should the same stage be more than 7 days late, 0.2% per day will be penalised per day.

Should the same stage be more than 14 days late, 0.5% per day will be penalised per day.

The maximum penalty amount will not exceed 5% of the total lump sum fee of the particular stage delayed.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

- a) Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.
- b) Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)
- c) Any other fines or penalties levied in accordance with any of the specifications.

Clause 3.15.1:

Add the following:

The programme shall be submitted within **14** days of the Start Date.

Clause 3.16.2:

Replace the words "in which the start date falls" with "prior to the closing date of the tender".

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

3.17.1 General

3.17.1.1 Price adjustment of any resources imported from outside the Republic of South Africa will be permitted **only** in respect of the following variables:

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,
- (b) Variations in Customs Surcharge and Customs Duty as detailed in Clause 3.17.3, and
- (c) Labour and material cost variations in the relevant industries of the countries from which the resources are imported as detailed in Clause 3.17.5.

Contract

Part C1: Agreements and Contract Data

Reference No. 67C/2022/23

Contract

3.17.1.2 The value of any resources imported from outside South Africa inserted in the schedule titled **Price Basis for Imported Resources** and subject to Clause 3.17.2 shall be deducted from the total values to be adjusted by the Contract Price Adjustment Factor. Any resources not inserted in the schedule titled **Price Basis for Imported Resources** shall be deemed not to be imported into South Africa for the purposes of Contract Price Adjustment.

3.17.2 Variations in Rates of Exchange

3.17.2.1 Adjustment for variations in rates of exchange shall be based on the following:

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

3.17.5 Variation in labour and material costs of imported resources

Contract

Part C1: Agreements and Contract Data

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C1.

Contract Data

3.17.5.1 If the prices for imported resources are not fixed, the Service Provider shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 4.7:

Add the following:

Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R55 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

The Service Provider shall ensure that any sub-contractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

Clause 5.4.2

Add the following:

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place, shall be submitted within 14 days of the Start Date.

Add the following clause after Clause 5.4.2:

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

Clause 6.4:

Add the following clause after Clause 6.3:

Contract

Part C1: Agreements and Contract Data

Reference No. 67C/2022/23

Contract D

6.4 Conflict of interest

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

Clause 7.1.2

Add the following:

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services within **14** days of the Start Date.

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - (i) reports of poor governance and/or unethical behaviour;
 - (ii) association with known family of notorious individuals;
 - (iii) poor performance issues, known to the Employer;
 - (iv) negative social media reports; or
 - (v) adverse assurance (e.g. due diligence) report outcomes.;

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:

Delete the content of this clause and replace with the following:

Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

Add the following after clause 8.4.5:

Clause 8.4.6

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in instances where the Service Provider has been liquidated:

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
- 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation / adjudication**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering (SAICE)**.

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the **President of the South African Institution of Civil Engineering (SAICE)**.

Clause 13.1:

Add the following clause after Clause 13.1.3:

- 13.1.4 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 13.4:

Delete the content of this clause and replace with the following:

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

- 13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

Contract

Part C1: Agreements and Contract Data

Reference No. 67C/2022/23

Contract

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 14.6: More frequent payments

The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

ADDITIONAL CONDITIONS OF CONTRACT

Clause 16 Protection of Personal Information

- 16.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 16.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 16.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 16.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 16.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 16.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

Clause 18 Review Clause

- 18.1 This Agreement is valid from date of commencement for 108 months. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

- 18.2 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

|
Part 2: Data provided by the Service Provider

The Service Provider is: [REDACTED]

Postal Address: [REDACTED]

Physical Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

The authorised and designated representative of the Service Provider is:

Name: [REDACTED]

The address for receipt of communication is:

Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

|
SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 67C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN
PLANT REFURBISHMENT

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED
THE "EMPLOYER") AND

.....
(Service Provider/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS
AMENDED.

I, ..., representing
....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed,
and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational
Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration
and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured
with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of
OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and
Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit
Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and
safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and
undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at CAPE TOWN on the 28th day of NOVEMBER 2023

Witness

Signed at Cape Town on the 28 day of November 2023

Witness

for and on behalf of
City of Cape Town



labour

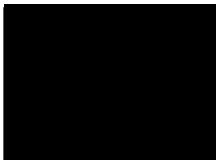
Department:
Labour
REPUBLIC OF SOUTH AFRICA



2021018399

CALL CENTER NO: 0860 105 350

REG NO : 990000328817
FAX NO : 0123456789
ISSUE DATE : 2022-04-28
CERTIFICATE NO : 2021018399



LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

[Redacted] has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business :CONSULTING ENGINEERS

Expiry date :2023-04-30

Certified as a true copy of the original document.
Signed at PRETORIA on

2022-04-19

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intent to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:
<https://cfoonline.labour.gov.za/VerifyLOGS>

Yours faithfully



COMPENSATION COMMISSIONER

W.A.B. 48

Compensation House, One Hamilton and Soutpansberg Road, PO Box 955, Pretoria 0001 Fax:012)357-1817 Website: <http://www.labour.gov.za>





4 August 2022

TO WHOM IT MAY CONCERN

CONFIRMATION OF INSURANCE:

We hereby confirm Public Liability Insurance cover on behalf of [REDACTED]

THE INSURED [REDACTED]

Policy Type: Primary Liability
Insurer: Chubb
Policy Number: [REDACTED]
Period of Insurance: 01 August 2022 to 31 July 2023
Retroactive Date: 01 July 2019

Cover Details

•	General Public Liability	R20,000,000
•	Employers Liability	R150,000,000
•	Automobile Public Liability (Third Party Liability)	R5,000,000

Territorial Limits Worldwide excluding USA/Canada

Territorial Limits in respect of Employers Liability: Notwithstanding, the Company will indemnify the Insured for all sums which the Insured is legally liable to pay as damages, including claimants' costs and expenses in respect of any accidental Bodily Injury sustained by an Employee arising out of and in the course of their employment with the Insured during the Period of Insurance and arising from any claim first made against the Insured during the Period of Insurance, in respect of any Occurrence on or after the Retroactive Date specified in the schedule, which are sustained anywhere in the world, provided that such Employee is ordinarily a resident in the Policy Territory above and the claim or Legal Proceeding is brought exclusively in said Policy Territory above.

Yours sincerely

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

Part C2: Pricing Data

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 67C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.

10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings

excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
12. Travel expenses will be reimbursed in accordance with the National Department of Transport's National Transport policy.
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.
15. The following tables on pages 101(a) to 101(c) of this document shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services. The fee draw down percentages and related payments seeks to balance the Contractor's cash flow and Employers risk. The Tenderer may submit an adjusted proportioning percentages proposal depending on the work involved in each stage, the value that can be added in each stage and any commercial considerations that may be applicable. The minimum allowable proportioning percentage in each stage is 5%. A maximum of 5 percentage points may added or subtracted from each individual stage. The Tenderer accept that the Employer will examine the proposed proportioning and that the Employer shall not be bound to accept any such proposed adjustment.

VOLUME 3: DRAFT CONTRACT
C2.1 Pricing Assumptions
PROPORTIONING AND DRAW DOWN TABLE BASIC FEE FOR NORMAL SERVICES - MECHANICAL & ELECTRICAL WORKS

Item No.	Activity Description	Fee Draw Down %	Cumulative Draw Down Percentage	Period	Proportioning (n/a)
1.1.1	Studies, investigations, etc.: (Mechanical & Electrical) Inception Report, Design and Implementation proposal, Project Estimate and Project Schedule	100%	100%	4 weeks (~1 month)	10%
1.1.3	Stage 3: (Mechanical & Electrical) Draft Performance Specifications (Volume 3A), design development drawings # Final Performance Specification; Detail Design Report	80% 20%	80% 100%	26 Weeks (~6 months)	
1.1.5	Stage 4: (Mechanical & Electrical) Draft Tender Document (Volume 3) Submitted for Approval Tender Document and Tender Drawings Approved by Employer Tender Evaluation Complete (Technical) Contract procurement complete (BAC inputs and attendance)	25% 25% 35% 15%	25% 50% 85% 100%	100 Weeks (~23 months)	25%
1.1.7	Stage 5: (Mechanical & Electrical) Contractor Design Complete - Turbine and Generator # Pump Turbine Module Test Passed Manufacture and Procurement 1st two Pump Turbines Manufacture and Procurement 2nd two Pump Turbines Manufacture and Procurement of 1st two Generators Manufacture and Procurement of 2nd two Generators Contractor Design - Control, Aux, Ancillary for Unit* 1, 2, 3 and 4 Manufacture and Procurement of 1st Unit* - Control, Aux, Ancillary Manufacture and Procurement of 2nd Unit* - Control, Aux, Ancillary Manufacture and Procurement of 3rd Unit* - Control, Aux, Ancillary Manufacture and Procurement of 4th Unit* - Control, Aux, Ancillary Manufacture and Procurement of Station - Control, Aux, Ancillary Station Control, Auxilliary and Ancillary Systems - Installation Complete Station Control, Auxilliary and Ancillary Systems - Commissioning test passed 1st Unit* - Installation Complete 1st Unit* - Commissioning test passed 1st Unit* - Handover / TOP Achieved 2nd Unit* - Installation Complete 2nd Unit* - Commissioning test passed 2nd Unit* - Handover / TOP Achieved 3rd Unit* - Installation Complete 3rd Unit* - Commissioning test passed 3rd Unit* - Handover / TOP Achieved 4th Unit* - Installation Complete 4th Unit* - Commissioning test passed 4th Unit* - Handover / TOP Achieved	8% 9% 2% 2% 2% 2% 6% 1% 1% 1% 1% 2% 5% 1% 9% 5% 1% 10% 3% 1% 10% 3% 1% 10% 3% 1%	8% 17% 19% 21% 23% 25% 31% 32% 33% 34% 35% 37% 42% 43% 52% 57% 58% 68% 71% 72% 82% 85% 86% 96% 99% 100%	194 Weeks (~44 months)	60%
1.1.9	Stage 6: (Mechanical & Electrical) Valuations for payment certificates Works and final completion lists, close out report Operations and maintenance manuals, guarantees and warranties As-built drawings and documentation Final accounts	30% 50% 20%	30% 80% 100%	8 Weeks (~2 months)	5%
Project Totals - Mechanical & Electrical				332 Weeks	100%

*Unit** means a complete and functional Pump/Turbine, Generator and Pony motor including the Main Inlet Valve, Hydraulic system, Pneumatic system, Governor and Control systems

- requires monthly proportional draw down due to ongoing services rendered

VOLUME 3: DRAFT CONTRACT					
C2.1 Pricing Assumptions					
PROPORTIONING AND DRAW DOWN TABLE BASIC FEE FOR NORMAL SERVICES STRUCTURAL WORKS					
Item No.	Activity Description	Fee Draw Down %	Cumulative Draw Down Percentage	Period	Proportioning (n/a)
1.1.2	Studies, investigations, etc.: (Structural) Inception Report, Design and Implementation proposal, Project Estimate and Project Schedule	100%	100%	4 weeks (~1 month)	30%
1.1.4	Stage 3: (Structural) Draft Performance Specifications (Volume 3A), design development drawings # Final Performance Specification; Detail Design Report	80% 20%	80% 100%	26 Weeks (~6 months)	
1.1.6	Stage 4: (Structural) Draft Tender Document (Volume 3) Submitted for Approval Tender Document and Tender Drawings Approved by Employer Tender Evaluation Complete (Technical) Contract procurement complete (BAC inputs and attendance)	25% 25% 35% 15%	25% 50% 85% 100%	122 Weeks (~28 months)	15%
	Stage 5: (Structural) Anchor Block - Construction # Anchor Block - Handover / Practical Completion Achieved Forebay - Construction # Forebay - Handover / Practical Completion Achieved Balance of Plant - Construction # Balance of Plant - Handover / Practical Completion Achieved	52% 3% 25% 3% 15% 2%	52% 55% 80% 83% 98% 100%	172 Weeks (~40 months)	50%
1.1.10	Stage 6: (Structural) Valuations for payment certificates Works and final completion lists, close out report Operations and maintenance manuals, guarantees and warranties As-built drawings and documentation Final accounts	30% 50% 20%	25% 75% 100%	8 Weeks (~2 months)	5%
Project Totals - Structural				332 Weeks	100%
# - requires monthly proportional draw down due to ongoing services rendered					

Part C3: Scope of Work

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 67C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT

C3.1 Scope of Work

CONTENTS

1. INTRODUCTION
2. BACKGROUND
3. EMPLOYER'S OBJECTIVE
4. DETAILS OF CONSTRUCTION WORKS
5. DESCRIPTION OF THE SERVICES REQUIRED
6. USE OF REASONABLE SKILL AND CARE
7. GENERAL
8. REFERENCE DATA
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
10. APPROVALS
11. PROCUREMENT
12. FORMAT OF COMMUNICATION
13. KEY PERSONNEL
14. MANAGEMENT MEETINGS

1. INTRODUCTION

In 2016, the City of Cape Town appointed a professional service provider to facilitate the Steenbras pumped storage main plant refurbishment project. The aim of the project was to evaluate the status of the installed plant and report on the most economically viable plant refurbishment and optimisation scenario that will deliver optimum hydraulic behaviour, an increased dynamic operating range, increased power output, increased efficiency and optimum residual life. The outcomes of the Concept and Viability phase of the project identified the most viable refurbishment option.

The concrete structures forming part of the Steenbras Power Station have shown signs of Alkali-Silica Reaction (ASR) soon after the station was commissioned in 1979. The City commissioned an investigation into this risk that the worsening condition of the structural components pose to the refurbishment contract. The outcomes of the risk assessment identified that none of the civil and structural issues reviewed as part of the study threatens the long term, continued and safe operation of Steenbras Power Station subject to the implementation of the report recommendations.

A Professional Service provider is required to provide the professional services necessary to design and implement the refurbishment of the main plant and remedial work to the civil structures at the Steenbras Power Station.

To implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, the professional services must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **67C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

The preferred Professional Service Provider shall have a verifiable track record in the design, construction, management, operation and maintenance of Pumped Storage schemes. This experience can either be with the Professional Service Provider or the individuals that the Professional Service Provider will employ on the project.

The Professional Service required may be provided by a single firm with all the necessary competencies within the firm, or a team of Professional Service Providers. The Team shall comply with the competencies required irrespective of the nature of the Team and will be evaluated as a single entity.

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act (Act No. 56, 2003), and consequently the Employer must follow the required processes in terms of Section 33. These will in part run concurrently with the procurement process for this tender/contract.

2. BACKGROUND

The pumped-storage scheme comprises an intake works situated in the upper Steenbras Dam, upstream of the original Steenbras Dam, connected by a series of tunnels through the mountain and a steel pipe penstock to the power station and lower reservoir some 300 m below.

The intake works in the upper reservoir comprises a fan shaped screening chamber tapering to two control gates at the head of the tunnel system through the mountain. The control gates are suspended on steel wire ropes and operated by electrically driven winches. They can be shut in an emergency by remote control from the power station.

The tunnel system comprises a horizontal low pressure tunnel connected by a vertical shaft to a horizontal high pressure tunnel lower down the mountain. The low pressure tunnel, vertical shaft and the greater portion of the high pressure tunnel are concrete lined and average 5 m in diameter.

Approximately the last third of the high pressure tunnel is steel lined, the thickness of the steel lining increasing as the rock overburden decreases to contain the pressure of the water. To provide working access to the low pressure tunnel while the upper reservoir was filling, an access shaft with its inlet above water level was constructed. This shaft is also used for routine maintenance purposes and, as a secondary means of accommodating water surges occasioned by changes in plant operating conditions.

Load rejection for whatever reason, in the generating or pumping mode, causes surges in the water conduit system. The primary means of controlling water surges is by a surge orifice, shaft and tank constructed immediately above the vertical shaft that interconnects the low and high pressure tunnels. The surge shaft opens to the atmosphere on the upper slopes of the mountain.

The outlet of the high pressure tunnel is connected to the power station by means of a steel pipe penstock, approximately 3,5 m in diameter and buried below ground to reduce its environmental impact. Just behind the power station building the penstock bifurcates into two separate steel pipes, each of which in turn further divides into two to form four individual pipes, one to each of the four machines installed in the power station. The steel pipe penstock was refurbished with a new epoxy lining in early 1997.

For geological and economic reasons, the four 45 000 kW machines are located in two shafts (A and B) rather than in a single large underground cavern. These shafts, each of which is 20 m in diameter and 46 m deep, give the necessary submergence below the minimum water level of the lower reservoir to ensure proper hydraulic operation of the machines.

Electrically operated gates of similar configuration to the intake works are provided in the power stations lower control and outlet works to isolate individually the draft tubes connecting each of the pump-turbines to the lower dam.

The western side of the lower control works incorporate the chamber containing the cooling water and firefighting pumps. This chamber is situated below the normal operating levels of the lower dam.

A one metre diameter overflow pipeline runs from the lower reservoir to the sea at Gordon's Bay. The original purpose of this pipeline was to empty the reservoir for maintenance purposes and to discharge water during periods when the upper dams were overflowing.

In December 1997 the Cape Metropolitan Council commissioned a pumping station to transfer bulk water through a 1 675 mm diameter pipeline, to their water treatment plant at Faure, 18 km away. This pumping station draws its water from the original outlet provided for the overflow pipeline. The overflow pipeline has been retained for drainage water purposes for maintenance and operational requirements, but will no longer provide for spillage of excess water from the system during periods of high rainfall.

Each pump-turbine comprises essentially a spiral casing, a set of guide vanes and a runner. The spiral casings each have a mass of 16 ton and a width of nearly 6 m. Guide vanes, actuated by twin oil powered servomotors, control the flow of water through the pump-turbine. The hydraulic machines have been subject to extensive refurbishment of the mechanical components due to wear, corrosion and progressive misalignment due to problems with expansion of the concrete. This work proceeded from March 1990 to April 1996.

Isolation of each pump-turbine from the penstock is achieved by means of a main valve of the spherical type. These valves are installed immediately after the lower bifurcations using site welded make-up

pieces. Each valve is provided with two operating servomotors actuated by high pressure water from the penstock.

The motor-generators are of the salient pole synchronous type and of conventional design. The stators were manufactured in two sections and partially wound with their electrical coils before being dispatched to site where they were assembled and the electrical windings completed prior to erection. The upper section of the pump/turbine - motor/generator unit comprises the direct coupled pony motor which, apart from its main function of starting up the machine in the pumping mode, is also used for dynamic braking when shutting the unit down from the generating mode.

The power station control room where the machines are normally controlled from a main operating desk, although each individual machine can be manually controlled from its own local control panel on the machine room floor. When on fully automatic control, the machines can be brought up from standstill to operating speed and connected to the system by the sequential operation of three pushbuttons from the control room.

Provision is made for four modes of operation of the machines, namely generating, pumping, synchronous compensating in the generating direction (spin generation) and synchronous compensating in the pumping direction (spin pumping).

With the plant at standstill, only three minutes are required to run up a machine as a generator, while if the machines are running in the pumping mode at the maximum flow rate, changeover to the generating mode can be achieved in about the same time. Start up from standstill to pump mode takes about five minutes utilizing the pony motor and blowing down the pump/turbine chamber with compressed air to facilitate lower starting torque for the pony motor to attain normal running speed.

Steenbras was primarily intended to reduce peak loads on the system. To facilitate this, it is used as the regulating station on the City of Cape Town's generation system. This mode of operation ensures optimum utilization of the plant and minimum overall cost of generation. The electronic governors and supervisory control equipment at Steenbras has been modernized within the last six years to replace the original equipment which was no longer viable to maintain.

The lower reservoir storage capacity was increased in 1988 by raising the maximum operating level from 85.5m to 86.8m to meet weekly energy requirements. This increase was viable in order to cope with the daily demand and limited pumping time during the week day nights. As a result, the daily increasing lower reservoir level reaches a maximum by Friday nights. The weekends provide extra pumping time to return all the water to the upper reservoir and the cycle is then repeated.

The 132 kV switchgear is of the double busbar sulphur hexafluoride (SF6) gas insulated metalclad type with a symmetrical breaking capacity of 31 500 A. The design incorporates single-pressure puffer type circuit breakers with all three phases in one metalclad enclosure.

Auxiliary supplies within the station are controlled by means of 3.3 kV and 380 V switchgear of conventional design. Off-load reversing isolators in the connections between the machines and associated step-up transformers provide changeover of the phases for running the machines in either the pumping or the generating mode.

A comprehensive system of protection, both mechanical and electrical, has been provided to cater for any malfunction of the machines, transformers, switchgear and associated equipment. A considerable portion of the protection equipment is of the electronic solid-state high speed type.

Four generator transformers associated with each machine are rated at 60 MVA 12/132 kV with a transformation ratio of 12/132 kV. Installation of the four new transformers was concluded during June 2012.

Two 7 500 kVA, 132/3.3 kV station transformers supply the 3.3 kV pony motors and the two common services transformers, the latter each being rated at 2 000 kVA, 3.3 kV/380 V. A water-spray automatic fire fighting installation protects the transformers against damage in the event of fire.

The power station is connected to the Council's transmission system by means of a double circuit 132 kV overhead transmission line to Paardevlei switching station.

132 kV single-core aluminium conductor oil pressure type cables connect the 132 kV metalclad switchgear in the power station, to the terminal tower of the overhead transmission line adjacent to the power station.

A standby diesel generator set, rated at 800 kW, ensures that supply is available at all times for the station emergency drainage and de-watering pump system to safeguard against possible flooding. The standby generator provides the power station with a "black start" capability. This has been utilised on a number of occasions during the life of the station, to establish its own islanded load network, when main feeder faults on a local or national basis have dictated such action. The standby generator set automatically provides a standby supply within eight seconds of failure of the main power system. The set's diesel engine is air started and is water cooled by a separate radiator system. The complete unit is protected by a quick action fire suppression system.

Cooling water for the machines is drawn from and returned to the lower reservoir. Automatic self-cleaning strainers and pumps for cooling water supply are located in a basement adjacent to the tailrace channel and linked to the power station by a pipe and cable gallery.

All seepage from the machine shaft walls and the power station basement, together with any leakage from the pump-turbines and normal discharge during operation, is led into a drainage pit at the base of each machine shaft. In addition to the normal drainage pumps, two larger borehole type pumps in each pit provide for either emergency drainage of the machine shafts or for de-watering the penstock.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to extend the lifetime of the Power Station for at least another 20 years post refurbishment and to (where possible) increase the efficiency and capacity of the plant.

The following deliverables were identified:

- a) Increased Turbine Capacity at rated Gross Head
- b) Improved Weighted Pump Efficiency
- c) Improved Weighted Turbine Efficiency
- d) Improved Turbine usable operating range at rated Gross Head
- e) Reconstruct the penstock anchor block
- f) Repair shotcrete cut slope
- g) Repair Forebay spalling
- h) Repair leakage into the Cooling water basement
- i) Extend serviceable life by at least 20 years

The work must comply with all current and relevant codes and standards.

4. DETAILS OF CONSTRUCTION WORKS

The scope of construction works for the project is as follows:

1. DESIGN – BUILD OF MECHANICAL AND ELECTRICAL WORKS FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT.
2. DESIGN – BUILD OF STRUCTURAL WORKS FOR STEENBRAS PUMPED STORAGE MAIN PLANT REFURBISHMENT.

The financial and duration details of the construction works is as follows:

1. The estimated period of construction is 4 years. The construction works will run concurrently.
2. The estimated values of the elements of the construction works is as follows (excluding VAT)

Element	Estimated Cost (excl VAT)
MECHANICAL AND ELECTRICAL WORKS	R 1,004,000,000
STRUCTURAL WORKS	R 26,000,000
TOTAL	R 1,030,000,000

5. DESCRIPTION OF THE SERVICES REQUIRED

Contract
Part C3: Scope of Work
Reference No. 67C/2022/23

The Service Provider is required to provide the following services:

5.1 Engineering Services

The services are required for the following elements of the construction scope of work (please refer to clause 4 above for full descriptions):

Elements of construction scope of works for which services are required
MECHANICAL AND ELECTRICAL WORKS
STRUCTURAL WORKS

The services and deliverables (where applicable) required to be provided in terms of the contract for the construction scope of works, are described below.

5.1.1 Planning, Studies, Investigations and Assessments

The City of Cape Town has identified the need to extend the lifetime of the Power Station for at least another 20 years post refurbishment and to where possible to increase the efficiency and capacity of the plant.

The Service Provider shall carry out all of the studies, consider all previous investigations, concept and viability reports and recommended design options for the refurbishment of the main plant and remedial work to the civil structures at the Steenbras Power Station. The Service Provider shall submit a detailed design and implementation proposal together with project schedule and cost estimate.

Remuneration for such services will be made in accordance with the basic fee for normal services (item No. 1.1.1 and 1.1.2 in Part C2.2 Activity Schedule).

5.1.2 Normal Services

Normal services are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline.

Remuneration for such services will be made in accordance with the basic fee for normal services (item No. 1.1 in Part C2.2 Activity Schedule).

The following normal services and associated deliverables are required for this project:

5.1.2.1 Stage 3 – Design Development

The Service Provider shall provide those services and deliverables as indicated in the tables below to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities and the rail authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

Service	Required
Prepare, co-ordinate, agree and monitor a detailed design and documentation programme	YES
Review documentation programme with principal consultant and other consultants involved	YES
Attend design, consultants' and management meetings	YES
Incorporate client's and authorities' detailed requirements into the design	YES
Incorporate other consultants' designs and requirements into the design	YES
Incorporate health, safety, and environmental requirements into the design	YES
Prepare design development drawings including draft technical details and specifications	YES
Review and evaluate design and outline specification and exercise cost control	YES
Prepare detailed estimates of construction cost	YES
Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved	YES
Submit the necessary design documentation to local and other authorities for approval	YES
Facilitate client approval of all Stage 3 documentation	YES
Deliverable	Required
Design development drawings	YES
Outline specifications	YES

Local and other authority submission drawings and reports	YES
Documentation programme	YES
Record of all meetings	YES
Detailed estimates of construction costs	YES
Approval by the client to proceed to Stage 4	YES

5.1.2.4 Stage 4 – Documentation and Procurement

The Service Provider shall provide those services and deliverables as indicated in the tables below for the preparation of working drawings, details, schedules and specifications, preparation of procurement documentation under direction from the Employer's Bid Specification Committee, advertising of tenders, and the assistance with evaluation of technical elements of tenders received under direction from the Employer's Bid Evaluation Committee. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

A set of draft specifications and tender drawings shall be submitted to the Employer for comment and approval prior to going out to tender. All specifications and tender drawings must be thoroughly checked by the Service Provider prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

The construction contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format and shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015 and Mechanical and Electrical Contracts, which is based on the SAICE International Federation of Consulting Engineers (FIDIC) conditions of contract. The documents will be issued to the Service Provider by the Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the contract. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed work is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 5.1.3.2 below.

The Service Provider shall attend Bid Specification Committee meetings prior to the finalisation of the contract documents and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. The draft contract documents shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meetings taking place.

Once the contract documents has been finalised, the Service Provider shall supply the Employer with an electronic copy of the documents.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend a tender clarification meeting, and respond to all queries received during this period via the Employer. The Service Provider may not communicate directly with bidders without the knowledge and approval of the Employer.

Once tenders close, the Service Provider shall assist with evaluation of the technical aspects of tenders received and shall prepare a tender assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Service	Required
Attend design and consultants' meetings	YES
Attend bid specification and evaluation meetings with the employer	YES
Prepare specifications and preambles for the works	YES
Accommodate services design	NO
Check cost estimates and adjust designs and documents if necessary to remain within budget.	YES
Prepare documentation for contractor procurement on approved templates	YES
Review designs, drawings and schedules for compliance with approved budget	YES
Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required	YES
Assist with the evaluation of tenders	YES
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others	YES
Assess samples and products for compliance and design intent	YES
Facilitate client approval of all Stage 4 documentation	YES

Deliverable	Required
Specifications	YES
Services co-ordination	YES
Working drawings, schedules and details	YES
Estimate of construction cost based on final designs and tender documents	YES
Tender documentation	YES
Reports on technical and financial aspects of tenders	YES
Contract documentation	YES
Records of all meetings other than bid specification and evaluation meetings	YES
Approval by the client to proceed to Stage 5	YES

5.1.2.5. Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services and deliverables as indicated in the tables below to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (if applicable).

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

The Service Provider must take note of the circumstances that requires specific approval of the Employer before executing any of his functions or duties as listed in the Contract Data of this contract and ensure that these are included into the construction contract.

Service	Required
Attend site handover	YES
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections	YES
Carry out contract administration procedures in terms of the contract	YES
Prepare, track, revise and update schedules of predicted cash flow	YES
Prepare pro-active estimates of proposed variations for client decision making	YES
Attend regular site, technical and progress meetings	YES
Monitor, review and approve the preparation of the construction programme by the contractor	YES
Regularly monitor performance of the contractor against the construction programme	YES
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof	YES
Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in 3.3.2 for Level 1: periodic construction monitoring	YES
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing	YES
Adjudicate and advise employer on financial claims by contractor(s)	YES
Assist in the resolution of contractual claims by the contractor	YES
Establish and maintain a financial control system	YES
Clarify details and descriptions during construction as required	YES
Prepare valuations for payment certificates to be issued by the employer's agent	YES
Issue payment certificates (if acting as employer's agent)	YES
Instruct, witness and review all tests and mock ups carried out both on and off site	YES
Check and approve contractor drawings for design intent	YES
Update and issue drawings register	YES
Issue contract instructions as and when required	YES
Review and comment on operation and maintenance manuals, guarantee certificates and warranties	YES
Inspect the works and issue practical completion and defects lists	YES
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals	YES

Deliverable	Required
Schedules of predicted cash flow	YES
Construction documentation	YES
Drawings register	YES
Estimates for proposed variations	YES
Contract instructions	YES
Financial control reports	YES
Valuations for payment certificates	YES
Payment certificates	YES
Progressive and draft final account(s)	YES
Practical completion and defects list	YES
All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities	YES
Record of all meetings	YES

5.1.2.6 Stage 6 – Close Out

The Service Provider shall provide those services and deliverables as indicated in the tables below to complete the project close-out.

As-built plans/drawings shall be submitted to the Employer in electronic format (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates,

construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

Service	Required
Inspect and verify the rectification of defects	YES
Receive, comment and approve relevant payment valuations and completion certificates	YES
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.	YES
Prepare as-built drawings and documentation	YES
Conclude the final accounts where relevant	YES

Deliverable	Required
Valuations for payment certificates	YES
Works and final completion lists	YES
Operations and maintenance manuals, guarantees and warranties	YES
As-built drawings and documentation	YES
Final accounts	YES

5.1.3 Additional Services

The following additional services listed below are required. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Activity Schedule.

5.1.3.1 Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the rail authority and various other service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

5.1.3.2 Preferential Procurement and Targeted Participation

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example C1DB documents for Civil (or other) construction contracts including but not limited to:

- (a) the incorporation into the contract documentation of:
 - i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
 - ii) targeted participation goals in respect of targeted labour and/or resources.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

5.1.3.3 Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, and programming of design and financial control of all works included in the services.

5.1.3.4 Construction Monitoring

Construction monitoring is considered a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement. Construction monitoring staff will be paid over the year end break, if applicable. The Employer's Agent's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable postgraduate experience in construction monitoring, including a minimum of at least two contracts which have involved power station construction, power station upgrade and refurbishment projects of a similar type and size..

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

5.1.3.5 Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

5.1.3.6 Environmental Officer

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

6. USE OF REASONABLE SKILL AND CARE

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption of normal maintenance and production activities on site.

The Service Provider is therefore required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

7. GENERAL

7.1 Time Frames/Milestones

Milestones set by the Employer in the Contract Data typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year

ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

As this project will exceed the current three year budget cycle, it is subject to Section 33 of the Municipal Finance Management (MFMA) Act (Act No. 56, 2003), and consequently the Employer must follow the required processes in terms of Section 33. The two construction works tenders/contracts for the Design – Build of mechanical and electrical works and Design – Build of structural works for the Steenbras pumped storage main plant refurbishment is subject to Section 33 of the MFMA Act (Act No. 56, 2003), and consequently the Employer must follow the required processes in terms of Section 33 for each of the tenders/contracts.

These will in part run concurrently with the procurement process for this tender/contract.

The preliminary project programme is divided into three outage periods ensuring that four units will be operational between 1 June and 31 August of any year.

Estimated Outage Periods:

Contractor Design and Procurement – August 2026 to August 2028
 1st Station Outage – September 2027 to May 2028
 2nd Outage – September 2028 to May 2029
 3rd Outage – September 2029 to May 2030

In developing this schedule, we included the following assumptions:

1. Twenty months allocated for contractor design and model testing
2. Six months allocated for the procurement and shipping for the first two units
3. Two Units will simultaneously be taken out of service
4. The station will be returned to service within the nine months allowed
5. One month allowed for commissioning of refurbished plant
6. Contractor procurement and delivery will follow both the 1st and 2nd Outage period

The Service Provider shall submit a revised programme as and when required by the Employer.

7.2 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

7.3 Reporting Requirements

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

8. REFERENCE DATA

Copies will be made available on request for inspection at the Employers office, these include:

- OEM Manuals
- Drawings such as:
 - Electrical single line diagrams
 - Instrumentation and protection schematics

- Operational Data

Electronic copies of Annexes 3, 4, 5, 6 and 7 will be made available on presentation of original proof of payment of the non-refundable fee of R250.

Copies may be collected during working hours between 08:30 –15:00 from 5 August 2022.

Queries relating to the issue of these annexes may be addressed to Mr Phillip Eybers, e-mail phillip.eybers@capetown.gov.za.

These include:

- Risk Assessment – 28 April 2016
- Inception Report – 29 April 2016
- Concept and Viability Report – 14 October 2016
- Concept and Viability Report Addendum – 10 May 2017
- Impact of structural defects – 8 October 2021

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable CCT, national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- Approval of the implementation programme from the Employer,
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the project from Heritage Western Cape (*if required*),
- Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- Approval of the detail design, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the accommodation of traffic plans from the Traffic Manager,
- Approval of the construction monitoring proposal from the Employer,
- In respect of time based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

11. PROCUREMENT

11.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

11.3 Forms for contract administration

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2 Annexes as amended from time to time):

- B-BBEE Sub-contract Expenditure Report (Annex 1)
- Joint Venture Expenditure Report (Annex 2)

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference Points in respect of its consolidated B-BBEE scorecard.

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

13. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- a) Project Leader who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable postgraduate experience in power station construction, upgrade and or refurbishment, and who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer", within the last fifteen years. A list of projects on which the Project Leader has acted as the Engineer must be clearly ascertainable from the *curriculum vitae* submitted.
- b) Electrical Engineer who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable post graduate experience in the design and construction of large generators (HV/MV Power Engineer).
- c) Electrical Engineer who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering

Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable post graduate experience in the design and construction of Power Station Control and Instrumentation systems (PLC control systems).

- d) Electrical Engineer who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable post graduate experience in the design and construction of HV and MV Protection Systems (Protection Specialist).
- e) Mechanical Engineer who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable post graduate experience in the design and construction of large hydraulic systems.
- f) Mechanical Engineer who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or a Professional Engineer or Professional Engineering Technologists or an Engineer with a recognised International Engineering Accreditation, with verifiable post graduate experience in water turbine design.
- g) Structural Engineer who is registered as a who is a Professional Engineer with the Engineering Council of South Africa (ECSA) or an recognised International Engineering Accreditation, with verifiable post graduate experience in the analysis, design and construction of large civil structures.

The tenderer shall have the following human resources, **other than the key personnel**, at their disposal and allocated to this project as and when required for the duration of the contract. The special disciplines listed below does not form part of the eligibility criteria during evaluation.

A signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable.

Special disciplines and or expertise required from the Service Provider included but are not limited to the following:

1. Mechanical Engineer (Experience – Turbine governor design)
2. Mechanical Engineer (Experience - Static strength and fatigue life analyses.)
3. Geotechnical Engineers
4. Quantity Surveyor (Experience - Upgrade and refurbishment projects)
5. Environmental Practitioner
6. Employer's Agent (Occupational Health and Safety Specialist)
7. Welding Engineer
8. Metallurgist
9. Contract Specialist (Experience - FIDIC)
10. Contract Specialist (Experience - CIDB Civil Contracts)
11. Approved Inspection Authority (Environmental and Occupational Health and Safety)
12. Approved Inspection Authority (Non-Destructive Testing & Pressurise Equipment)
13. Corrosion Specialist – Certified NACE Coatings Inspector (CP Level II)
14. CAD Specialist (Experience - Static strength and fatigue life analyses)
15. Chartered Accountants – (Power Station feasibility study)

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

Where required, the professional registration numbers of the key personnel must be indicated on the schedule titled Key Personnel, Part T2.2: Returnable Schedules. The curriculum vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 11.

Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

14. MANAGEMENT MEETINGS

14.1 Management Meetings

Contract
Part C3: Scope of Work
Reference No. 67C/2022/23

Scope

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

14.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

14.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

14.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

14.5 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

14.6 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

**ELECTRICITY GENERATION AND DISTRIBUTION
CONTRACT NO. 67C/2022/23**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE STEENBRAS PUMPED STORAGE MAIN
PLANT REFURBISHMENT**

C3.2 Annexes

Annex 1:	B-BBEE Sub-contract Expenditure Report
Annex 2:	Joint Venture Expenditure Report
Annex 3:	Risk Assessment – 28 April 2016
Annex 4:	Inception Report – 29 April 2016
Annex 5:	Concept and Viability Report – 14 October 2016
Annex 6:	Concept and Viability Report Addendum – 10 May 2017
Annex 7:	Impact of structural defects – 8 October 2021

Electronic copies of Annexes 3, 4, 5, 6 and 7 will be made available on presentation of original proof of payment of the non-refundable fee of R250.

Copies may be collected during working hours between 08:30 –15:00 from 5 August 2022.

Queries relating to the issue of these annexes may be addressed to Mr Phillip Eybers, e-mail phillip.eybers@capetown.gov.za.



ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

SignaturesDeclared by Contractor
(Service Provider) to be true
and correct:Verified by Employer's
Representative:

Date: _____

Date: _____

Contract

if Work
C/2022/23

61

C3.2
Annexes

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Joint Venture		
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

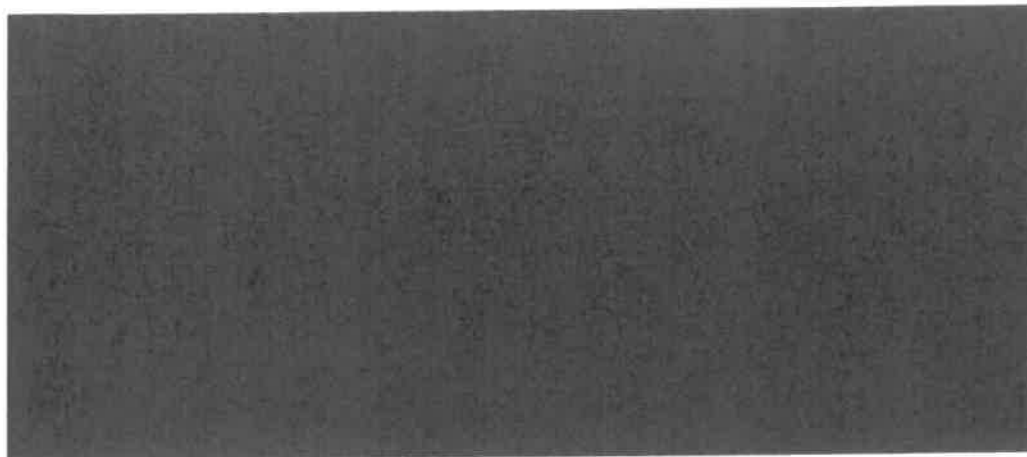
Declared by Contractor (Service Provider) to be true and correct:

Date:

Verified by Employer's Representative:

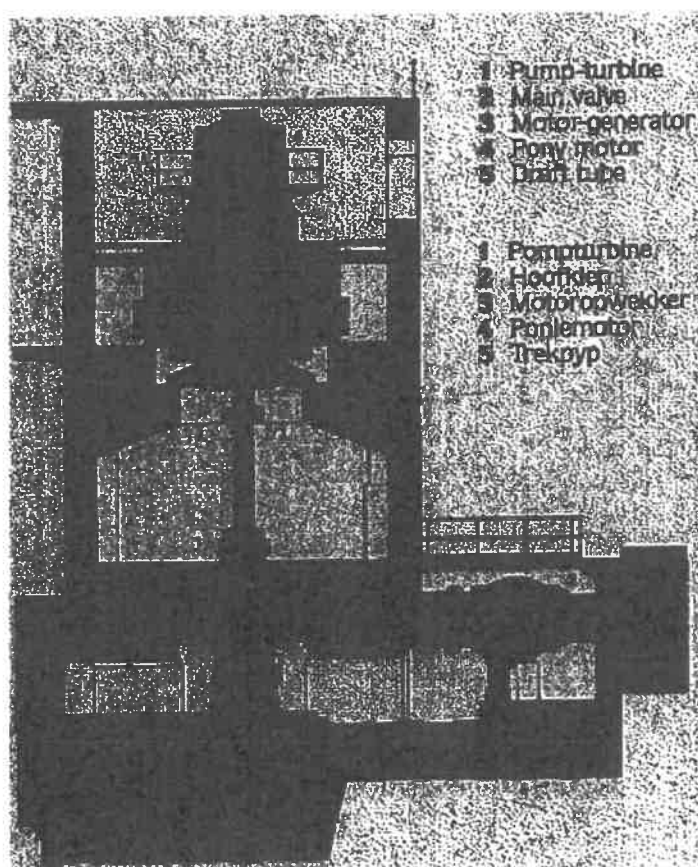
Date:

Part C4: Site Information

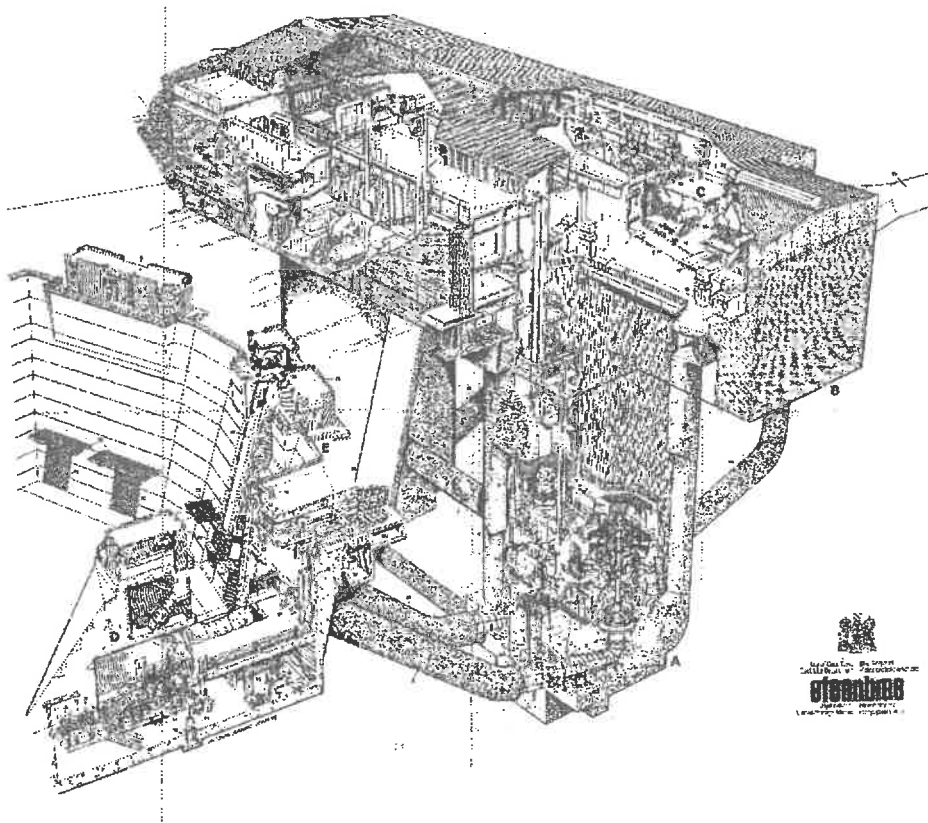


Cross Section of Pumped Storage Scheme – Figure 1

- | | | |
|-------------------------|--------------------------|--------------------------------|
| 1 – Upper Steenbras Dam | 6 – High Pressure Tunnel | 11 – 132kV Overhead Power Line |
| 2 – Earth Wall | 7 – Steel Penstock | |
| 3 – Intake | 8 – Power Station | |
| 4 – Low Pressure Tunnel | 9 – Lower Outlet | |
| 5 – Surge Shaft | 10 – Lower Reservoir | |

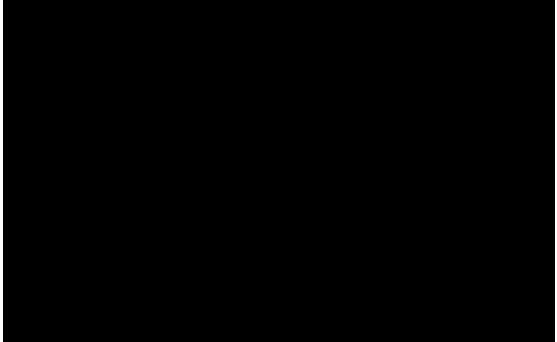
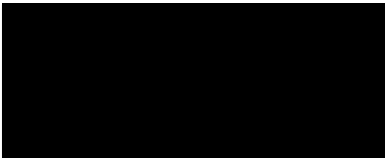


Cross Section of Main Machine Set – Figure 2



Cross Section of Main Plant – Figure 3

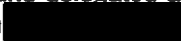
- A – Machine Shaft "A"
- B – Main Station Building
- C – 132 KV Switch Gear
- D – Cooling Water Basement
- E – Lower Control Gate House



17 November 2023

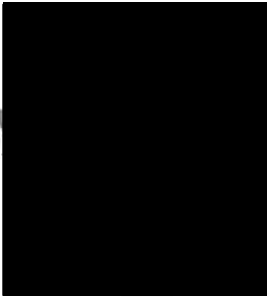
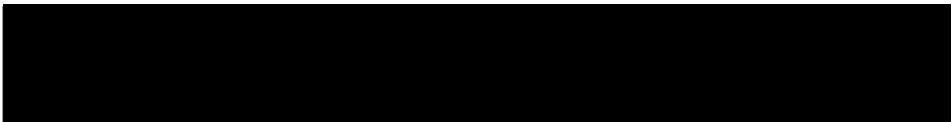
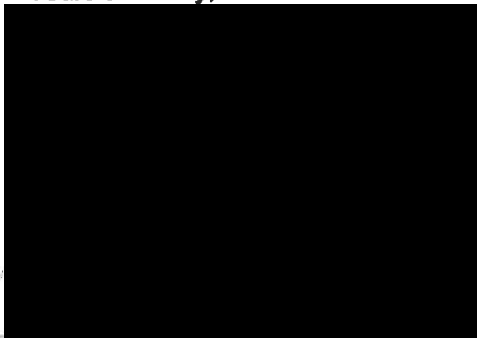
TO WHOM IT MAY CONCERN

AUTHORITY FOR SIGNATORY

It is hereby certified that  in her capacity as Managing Director: Energy, is duly authorised, in accordance with Zutari's internal processes and delegated authorities, to sign the professional services agreement to be entered into between  and the City of Cape Town, in connection with the following project:

Provision of Professional Services in Respect of the Steenbras Pumped Storage Main Plant Refurbishment (Tender Number: 67C/2022/23).

Yours sincerely,





labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA



2022017012

CALL CENTER NO: 0860 105 350

LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

ZUTARI PTY LTD

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business :CONSULTING ENGINEERS

Expiry date :2024-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:

<https://cfonline.labour.gov.za/VerifyLOGS>

Yours faithfully

COMPENSATION COMMISSIONER



2 August 2023

TO WHOM IT MAY CONCERN

CONFIRMATION OF INSURANCE:

We hereby confirm Public Liability Insurance cover on behalf of Zutari (Pty) Ltd

THE INSURED: Zutari (Pty) Ltd

Policy Type:	Primary Liability
Insurer:	[REDACTED]
Policy Number:	ZAL000736230
Period of Insurance:	01 August 2023 to 31 July 2024
Retroactive Date:	01 July 2019

Cover Details

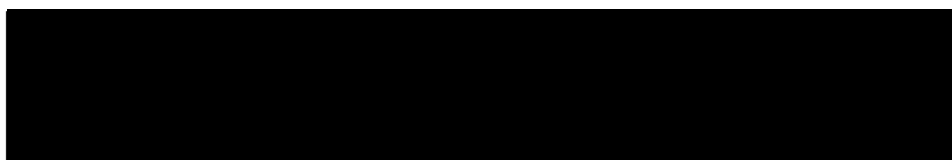
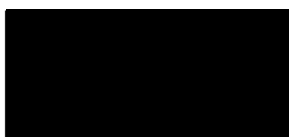
•	General Public Liability	R20,000,000
•	Employers Liability	R200,000,000
•	Automobile Public Liability (Third Party Liability)	R5,000,000

Territorial Limits Worldwide excluding USA/Canada

Territorial Limits in respect of Employers Liability: Notwithstanding, the Company will indemnify the Insured for all sums which the Insured is legally liable to pay as damages, including claimants' costs and expenses in respect of any accidental Bodily Injury sustained by an Employee arising out of and in the course of their employment with the Insured during the Period of Insurance and arising from any claim first made against the Insured during the Period of Insurance, in respect of any Occurrence on or after the Retroactive Date specified in the schedule, which are sustained anywhere in the world, provided that such Employee is ordinarily a resident in the Policy Territory above and the claim or Legal Proceeding is brought exclusively in said Policy Territory above.

Yours sincerely

MPS-2023





TO WHOM IT MAY CONCERN

Dear Sir/Madam

PROFESSIONAL INDEMNITY INSURANCE

ZUTARI (PTY) LTD

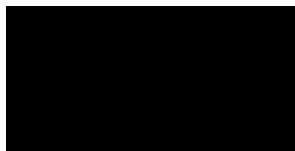
This letter serves to confirm that the abovementioned client holds Professional Indemnity Insurance on the following basis:

Professional Indemnity Insurance

Limit of Indemnity	: R 55 000 000 each and every claim
Jurisdiction	: Worldwide
Period of Insurance	: 1 August 2023 – 31 July 2024
Insurers	: The Hollard Insurance Company Limited underwritten by ITOO Special Risks (Pty) Ltd. Stalker Hutchison Admiral (Pty) Limited, a division of Santam Limited. Lombard Insurance Company Limited underwritten by Leppard and Associates (Pty) Limited
Master Policy Number	: AONL18-0137130

We confirm that the premium has been paid and that the policy is currently in full force and effect.

Yours faithfully



**Business Unit Manager - Specialty
Professional Risks**

