



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**ADVANCED METERING INFRASTRUCTURE (AMI) AND READING SYSTEM
FOR WATER - PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**Ernst & Young Advisory Services (Pty) Ltd t/a EY (JV Between Ernst &
Young Advisory Services (Pty) Ltd t/a EY and Mace Project Solution (Pty)
Ltd)**

(Registration no. [REDACTED])

Contract No 100C/2021/22



PREAMBLE

WHEREAS Tender 100C/2021/22 was awarded to **ERNST & YOUNG ADVISORY SERVICES (PTY) LTD T/A EY (JV BETWEEN ERNST & YOUNG ADVISORY SERVICES (PTY) LTD T/A EY AND MACE PROJECT SOLUTION (PTY) LTD)** in line with the SCM- Bid Adjudication Committee resolution SCMB 96/06/22 dated 20 June 2022 for the **ADVANCED METERING INFRASTRUCTURE (AMI) AND READING SYSTEM FOR WATER - PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**, from the commencement date until 30 June 2032.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

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 City Manager or his nominee** duly authorised hereto;

1.2. **Ernst & Young Advisory Services (Pty) Ltd t/a EY a Joint Venture between ("JV"):**

1.2.1. **Between Ernst & Young Advisory Services (Pty) Ltd t/a EY** a private company duly 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] **Gauteng, 2146** (the "**Contractor**")

1.2.2. **Mace Project Solution (Pty) Ltd** a private company duly 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] **Gauteng, 2120** (the "**Contractor**")

1.2.3. herein represented by [REDACTED] in his capacity as **duly authorised representative of the "JV"**

Hereinafter, 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 Parts 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 terms and conditions of the SCC;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, 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 for the Employer from the Commencement Date.

- 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 commence on **the commencement date until 30 June 2032**

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 4: SPECIFICATIONS**), 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.

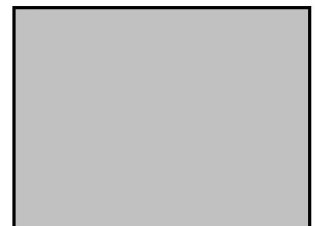
6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 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 annexed marked "**PART 5: PRICING SCHEDULE**".
- 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.



DETAILS OF CONTRACTOR

TENDER NO: 100C/2021/22

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

- ☐ Individual / Sole Proprietor
 ☐ Close Corporation
 ☒ Company
- ☐ Partnership or Joint Venture or Consortium
 ☐ Trust
 ☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	Ernst & Young Advisory Services (Pty) Ltd		
Trading as (if different from above)	EY		
Company / Close Corporation registration number (if applicable)			
Postal address			
		Postal Code	
Physical address (Chosen domicilium citandi et executandi)			
		Postal Code	
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname)		
	Telephone: _____ Fax: _____ Cellular Telephone: _____ E-mail address: _____		
Income tax number			
VAT registration number			
SARS Tax Compliance Status PIN			
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)			
National Treasury Central Supplier Database registration number (See Conditions of Tender)			

Certificate of Authority for Partnership/Joint Venture

TENDER NO: 100C/2021/22

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms Ernest & Young of the authorised entity acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner <u>EY</u>		Signature..... Name..... Designation.....
<u>MACE</u>		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

see teaming agreement



ERNST & YOUNG ADVISORY SERVICES PROPRIETARY LIMITED
REGISTRATION NUMBER [REDACTED]
(the Company)

RESOLUTION

INTRODUCTION

The Company wishes to provide a proposal to the City of Cape Town for Advanced Metering Infrastructure (AMI) and Reading System for Water - Planning, Design and Implementation Management, for a period of 10 years. The nature of the proposal requires that [REDACTED] be authorized to sign all documents in connection with this proposal on behalf of the Company and any contract resulting from the successful outcome of this process.

RESOLUTION

By authority of a resolution taken by the Markets Resolution Committee of the Company, I, [REDACTED] hereby authorize [REDACTED] acting in the capacity of a director of the Company to sign all documents in connection with the proposal to the City of Cape Town for Advanced Metering Infrastructure (AMI) and Reading System for Water - Planning, Design and Implementation Management for a period of 10 years. To the extent that [REDACTED] has signed any such documents, prior to the passing of this resolution, such is hereby confirmed and ratified.

[REDACTED]

11/17/2021

[REDACTED]

Date

(Member of the Markets Resolution

[REDACTED]



FORM OF OFFER AND ACCEPTANCE

TENDER NO: 100C/2021/22

(4) FORM OF OFFER AND ACCEPTANCE

**TENDER 100c/2021/22
ADVANCED METERING INFRASTRUCTURE (AMI) AND READING
SYSTEM FOR WATER - PLANNING, DESIGN AND IMPLEMENTATION
MANAGEMENT**

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	Errol & Young Advisory Services (Pty) Ltd
Trading as (if different from above)	EY

AND WHO IS represented herein by: (full names of signatory)

[Redacted]

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

Director

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

- confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
- confirms that it has satisfied itself as to the correctness and validity of the tender offer, that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
- offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - terms and conditions stipulated in this tender document;
 - specifications stipulated in this tender document; and
 - at the prices as set out in the Price Schedule.
- accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

19/1/2022

INITIALS OF CITY OFFICIALS

[Redacted]

PART 1 : AGREEMENTS

**TENDER NO. 100C/2021/22: ADVANCED METERING
INFRASTRUCTURE (AMI) AND READING SYSTEM FOR WATER -
PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**

(TO BE FILLED IN BY THE CITY)

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 supplier the amount due in accordance with the conditions of contract. 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 5 above;

Part 1: Agreements

Part 2: Special Conditions to Contract

Part 3: General Conditions of Contract

Part 4: Specifications

Part 5: Pricing Schedule

Part 6: Occupational Health and Safety Agreement.

Part 7: Supporting Schedules.

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 to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. 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 when 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 supplier) 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.

**TENDER NO. 100C/2021/22: ADVANCED METERING
INFRASTRUCTURE (AMI) AND READING SYSTEM FOR WATER -
PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	Ernst & Young Advisory Services (Pty) Ltd t/a EY (JV Between Ernst & Young Advisory Services (Pty) Ltd t/a EY and Mace Project Solution (Pty) Ltd
Business Registration	Not applicable	
Tax number (VAT)		
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	Rivonia Gauteng 2146 & Gauteng 2120
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		



Name of Witness	
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FORM OF OFFER AND ACCEPTANCE (Continued)

**TENDER NO. 100C/2021/22: ADVANCED METERING INFRASTRUCTURE (AMI) AND READING
SYSTEM FOR WATER - PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT 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 **NONE**

Details. **NONE**

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document 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 CCT 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.

PART 2: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded.
- 1.27 "Intellectual Property" means 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

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT'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.

- 3.4.2 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 City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18

- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

- 3.6.2 Make payment to the **supplier** for the goods as set out herein.

- 3.6.3 Take possession of the goods upon delivery by the supplier.

- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

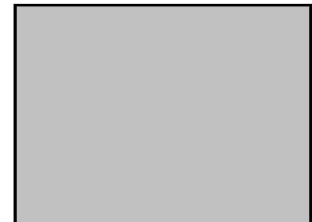
The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party provided that the Supplier may share any confidential information it receives from the purchaser with its network firms and/or affiliates only for the purposes of this contract and only during the contract for purposes of (i) complying with its regulatory and legal obligations and (ii) receiving internal support services utilized by the Supplier, including (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.

Notwithstanding anything to the contrary, the supplier shall be entitled to retain one copy of confidential information only for purposes of complying with its, regulatory and legal obligations.

5.8 Intellectual Property

- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier 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.
- 5.8.3 The supplier shall, and warrants that it shall:
 - 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;



- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier 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;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 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 Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier 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 supplier of any third party's Intellectual Property rights.
- 5.8.5 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 supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor only insofar as the scope of this contract is concerned, shall be open at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered,

the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R10 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 Not applicable

16. Payment

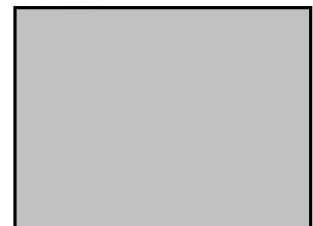
Delete Clause 16.1 in its entirety and replace with the following:

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure 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.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4



- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.4. The prices for the goods delivered and services performed shall be subject to contract price adjustment as per Schedule 8 in Part 7 of the Contract.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.
- 20.4 Subcontractor experience will not be accepted towards the evaluation of the tender functionality.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

22.1.1 SERVICE INFRINGEMENTS

- a) A service infringement will be defined as a task (detailed within clauses 13.9 and 13.10 of the specifications) is not achieved within the agreed schedule timelines or not achieved at all.
- b) The City shall be entitled (but not obliged) to apply the relevant Penalty for each Infringement by recording the occurrence of such infringements.
- d) The process for applying a penalty will be as follows:
 - i. On the first occurrence of a service infringement during the Contract Period, a letter of non-compliance will be issued. A period for correction shall be set at the discretion of the City project manager.
 - ii. Should the non-compliance not be rectified within the specified period of correction a letter of warning shall be issued.
 - iii. Should the tenderer fail to correct the non-compliance after the letter of warning has been issued, a penalty can be issued at the discretion of the City project manager. This penalty shall be
R 100 000 per working day up to a maximum of R40.0 Million.
 - iv. Should the non-compliance persist and causes significant loss to the City then the City will reserve its right to Terminate the Contract.
- e) Nothing in this Clause shall prejudice, replace or remove the City's rights in terms of Clause 22 of the General Conditions of Contract ('Penalties').

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 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 City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

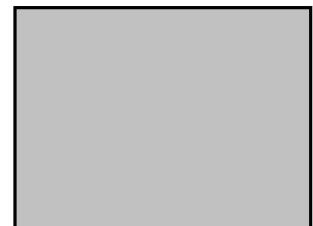
26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:



- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator, appointed by the City Manager in accordance with Regulation 50(1) of the Local Government Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is

caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract 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

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town [REDACTED]

Add the following after clause 32.3:

32.4 The VAT registration number of the City of Cape Town is [REDACTED]

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clauses after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. Any changes to tenderer personnel

36.1 Any proposed change in the organization chart and personnel after appointment shall be subject to the approval of the CCT.

36.2 The Tenderer shall also replace specific personnel when required by the CCT if such personnel's performance in discharging their duties set out in this Agreement is unsatisfactory. The Tenderer shall propose a replacement of equivalent or better qualifications and experience. The Tenderer shall bear all costs arising out of or incidental to any replacement.

37. Successful tenderer excluded from subsequent supply and installation tender

In order to ensure impartiality and delineate responsibilities, the successful tenderer under this tender, responsible inter alia for the design and subsequent project management of the AMI solution, cannot also tender later to provide solutions/ product in the subsequent installation tender.

38. Protection of Personal Information

38.1 The Contractor acknowledges that, for the purposes of the service level 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 CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

38.2 The Contractor agrees that they will at all times comply with POPIA and CCT'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.

38.3 The Contractor 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.

38.4 The Contractor agrees that it shall notify CCT 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.

38.5 Unless so required by law, the Contractor 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 CCT.

38.6 Subject to the supplier's limitation of liability, the supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT 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.

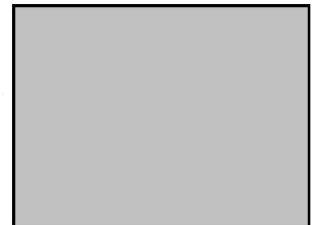
The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

38.7 The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard.

39. Review Clause:

39.1 This Agreement is valid from the **commencement date until 30 June 2027**. 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.

39.2 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



'ANNEXURE A'



Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 100/2021/22

TENDER DESCRIPTION: **ADVANCED METERING INFRASTRUCTURE (AMI) AND READING SYSTEM FOR
WATER - PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT**

NAME OF SUPPLIER: _____

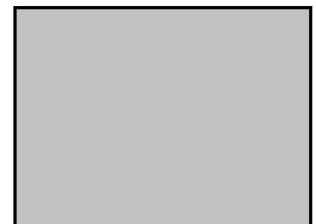
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)



PART 3: GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or

- within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

PART 4: SPECIFICATIONS

ADVANCED METERING INFRASTRUCTURE (AMI) AND READING SYSTEM FOR WATER - PLANNING, DESIGN AND IMPLEMENTATION MANAGEMENT

Abbreviations / Acronyms / Definitions for Specification(s)

AMI	:	Advance Metering Infrastructure
AMR	:	Automated Meter Reading
Difference between AMI & AMR	:	It is important to note the distinction that is made in this tender between AMI and Automated Meter Reading, or AMR: both can be categorised as Smart Metering, however, AMR is focused on walk-by and drive-by technology, whereas AMI can be viewed as having evolved from AMR and is the utilisation of advanced digital infrastructure that enables the collection of meter information without the need to walk or drive past the specific meters. An AMI solution references the entire infrastructure, not just that of metering and telecommunication, and includes software and digital transformation on the journey, thus utilising the entire AMI investment for operational benefits beyond meter reading. In this tender, Smart Water Metering references AMI.
WMD	:	Water Management Devices are meters fitted with flow control valves that can be set to a chosen daily maximum discharge.
Periodic Randomised Testing	:	The City expects the PM firm to design an approach to track the benefits of the AMI solution during implementation at specific deployment milestones to assess and adjust its rollout plan.
Stage Gate Review	:	The City has internal processes to optimise project deployment at programme level. The project will face one critical "go/no go" milestones during the project at the end of the Evaluation Phase. Other stage gates are required to ensure governance standards.
Visual Inspection	:	The City expects the PM firm to visually inspect and evaluate operational and technical performance in the field, including leakage testing at pressure of 100% of all the meters installed.

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13.1. Background

The City of Cape Town's Water and Sanitation Department is proposing the use of Advanced Metering Infrastructure (AMI). This tender calls for system evaluation, implementation planning, and subsequent project management services. The initial system and technology evaluation will yield business case recommendations for implementing an AMI system in the Cape Town water service area, an implementation plan, and, if the implementation is approved by the City, thereafter provide project management and technical support to City staff through the acquisition and installation of an operational AMI system. The City anticipates using a specialized single Consultant/Project Manager approach to project delivery.

The City owns and operates a public water system that is one of the largest in the country of South Africa. Its water system services the entire City over an area of approximately 2 500 square kilometres and serves a population of approximately 4 400 000 through 660 000 metered accounts ranging in size from 15mm to 800mm. Meter ages and manufacturers also vary greatly throughout the system.

13.1.1. Current Meter Reading Process

The current meter reading process utilizes handheld electronic terminals (HHT) devices and its software to enter meter reads directly from the existing meters. This system interfaces with the City's customer information and billing system (SAP). The City is divided into 20 billing cycles (portions). It takes 1-5 days to read a cycle resulting in monthly billing to utility customers. There is a maximum spread of 35 days between bills received by utility customers.

The distribution of meter boxes varies throughout the City and is not standardized. The selected Consultant/PM will be expected to make a recommendation for meter box standardization including all related plumbing and upgrading of all meter installations as part of the AMI project. The City currently uses a wide variety of meters.

There are existing tenders in place that are for meter supply and installation. It is expected that there will be a transition period phasing out traditional metering systems towards AMI, while making use of legacy meters still within their usable lifetime, the details of which will be determined during this project.

There are currently no specific AMI components within the City and although the City is looking into utilising digital infrastructure investments made, for example a fibre backhaul, this will be evaluated during this project.

13.1.2. Current City staffing:

Position	Number (Approximate)
Meter Technicians (reading, collections, and maintenance)	

Meter Service Managers	
Water Customer Service Representatives	

13.1.3. All Accounts by Premise Type:

Premise Type	Number (Approximate)
Commercial, Industrial, Governmental, etc.	49 296
Domestic (residential)	618,146

13.1.4. Water meter age by size:

SIZE/TYPE	0-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-30 yrs	31-40 yrs	41-69 yrs	Totals
Conventional	15,056	59,456	66,992	72,518	95,935	24,536	14,639	349,132
12mm	21	52	275	76	7	22	4,035	4,488
15mm	1,589	6,787	31,238	35,949	52,550	15,702	9,325	153,140
20mm	2,558	46,842	28,827	30,065	38,671	5,678	334	152,975
22mm	17	21	1,050	1,617	43			2,748
25mm	3,857	2,420	3,362	2,973	2,853	2,250	776	18,491
32mm	30	33	268	326	645	300	2	1,604
40mm	1,202	777	697	583	778	462	154	4,653
50mm	2,694	1,133	636	588	249	90	6	5,396
75mm	2	4	9	56	45	2		118
80mm	1,030	531	239	63	25	8		1,896
100mm	1,663	708	335	152	54	18	6	2,936
150mm	307	131	40	14	9	3	1	505
200mm	48	8	8	46	4	1		115
250mm	6	4						10
300mm	19		3	5				27
400mm	6	5	5	5				21
500mm	1				2			3
600mm	5							5
800mm	1							1
WMDs	247,632	59,927	10,115	631	5			318,310
15mm	144,603	51,753	8,188	34	5			204,583
20mm	103,029	8,174	1,927	597				113,727
Totals	262,688	119,383	77,107	73,149	95,940	24,536	14,639	667,442

Note – The number of meters that are AMI-compatible are currently not known.

13.2. Purpose

The purpose of this tender is to solicit tenders from qualified Consultant/Project Managers to perform a system evaluation, propose an implementation plan and provide professional services that will guide the City of Cape Town in the implementation of an Advanced Metering Infrastructure (AMI) system. The consultant will also serve as the project manager throughout the entire project, including the procurement and installation of the AMI system through a separate procurement or procurements. The consultants procured under this tender will not be eligible to provide any of the technology, meters, other infrastructure, nor any installation services procured through the other tenders.

The City will select one service provider. It is anticipated that this project will take 8 - 10 years to complete after appointment, including procurement time for the installation contractor(s).

Some of the expected benefits of the programme include:

- Improve operational efficiency and reduced costs through remote transmission

- Improve customer service by providing customers with virtual real-time access to hourly metering information; collect and directly communicate with customers more information such as leak detection, abnormal usage patterns, and real-time consumption data, etc.)
- Improve water accountability
- Interface with the City's water customer billing system and other necessary applications
- Increase safety in the field
- Reduce customer billing adjustments
- Increase revenue from slow and stopped meters
- Reduce field work costs by reallocating existing metering positions into higher level meter technicians, responsible for system installation inspections and system maintenance

13.3. Phases of the Project

The following section provide an overview of the different phases of this project. Although an initial feasibility study has been compiled for this project it is expected that at the end of the first phase (Evaluation Phase) the CCT will evaluate the project and it will be subject to an internal Stage Gate Review process. At this point the project will be on a "go/ no go" evaluation and either be terminated or progress into the subsequent phases. All phases are for project management and support services only and no actual devices or digital infrastructure will be purchased through this tender. If the project evaluation stage is successful and the project will continue until completion or for a maximum period of 10 years, whichever comes first (Clause 2.1.5.1).

13.3.1. Evaluation Phase

To provide clear evidence towards the feasibility of the project and the likelihood of benefit and costs to the project, taking into consideration the work done previously by the City and other specific aspects of the City. This phase is expected to be completed within the first 4 months of the project being awarded. As indicated, the project could either be terminated at this stage or continue into future design, depending on the outcome of the Stage Gate Review.

13.3.2. Design Phase

To provide the City with AMI system specifications and a clear detail design of the AMI Solution towards achieving the outcomes highlighted in the first phase of the project. Although it is expected that some of the decisions made within this phase will have been made possible during the Evaluation Phase, this phase is expected to take 3 months.

13.3.3. Procurement Phase

To support the City towards procuring the implementation and support services for the implementation and potentially operating of the AMI Solution. The formal process will take around 7 months, which includes other requirements before final award.

13.3.4. Implementation Phase

To support the City during the implementation phase of the AMI solution which includes a wide range of project management support services. Depending on the deployment plan accepted by the City this phase is expected to take approximately 7-9 years which includes 100% visual inspection of all devices installed, periodic randomised testing, and other support services indicated in the scope of works.

13.4. Scope of Works

The scope is the design, planning and management of the implementation. A separate tender is to follow for supply and installation of the AMI solution technology.

The City requires a professional project management methodology applied to the field of AMI and seeks to hire an experienced Consultant/Project Manager or firm (hereinafter referred to as "Consultant/PM"). The Consultant/PM will organize the City's project into a multi-phase approach that will include, but not be limited to, evaluating cost, viability, and relative advantages and disadvantages of undertaking a comprehensive AMI system-wide project; identifying potential funding; identifying functional and technical requirements; producing



a project plan, which consists of the work breakdown roles and structure, schedule, budget, staff requirements, staffing impacts and opportunities, training programme, risk management plan, communication plan, quality plan, procurement plan, meter change-out programme development and warranty documentation development; overseeing an implementation process, which consists of drafting procurement documents under City direction, vendor/contractor selection and AMI installation; as well as specifying a maintenance program.

A system evaluation shall be completed within four (4) months from the date of purchase order.

The successful Consultant/PM shall develop a "Road Map" for the City to follow as it implements the AMI system. A variety of technological alternatives shall be proposed and evaluated for the City to determine the best option. Options shall include a description of how AMI should be deployed in the shortest realistic timeframe, including approximate maximum number of installations per day and per month; impact on the daily billing processes to ensure minimal disruption of ongoing customer billings; and all other impacts including staffing impacts and opportunities. A firm schedule and budget for implementation of the project shall be developed, to be further refined during the procurement of the installation, technology, and metering contractors.

The City desires to contract with one (1) Consultant/PM for the entire AMI system programme. The City wants the tendered organisational offering to include the highest specialist levels of competence and experience with managing the type and size of AMI system the City contemplates installing.

13.4.1. System Evaluation Phase

The selected Consultant/PM must properly evaluate the current water distribution system needs, water customer service infrastructure, cost, viability and relative advantages and disadvantages of installing an AMI system City-wide. The selected Consultant/PM should consider the advantages and disadvantages of adding AMI technology to existing meters, compared to complete replacement, and present the findings, including a cost benefit analysis, back to the City for consideration, evaluation, and its determination of the type of system to be procured.

Key questions to address and to be answered by the system evaluation are, but not limited to:

- a) What are the costs and benefits to the City and customers of implementing this system? This should include potential digital transformation opportunities that may be implemented either concurrent with the initial installations, or later. The City expects to achieve at least the following benefits, and potentially others based on the system evaluation, which should confirm or modify the following benefits and any others as recommended and agreed with the City:
 - (i) Reads are relatively instantaneous (hourly)
 - (ii) Greatly reduces response times to metering issues (such as leaks; vandalism)
 - (iii) Customer leak notification system (automated to customer cell phones, email)
 - (iv) Customer online, 24/7 access to hourly read history
 - (v) Virtually 100% reading accuracy
 - (vi) Virtually eliminates estimations due to equipment issues; mitigates access issues - not at homes, high hazard areas, vandalism
 - (vii) Can detect high-usage abusers instantly, during drought restrictions. Water restrictors can be installed on the same day
 - (viii) Significant cost reductions – contract meter reading reductions
 - (ix) Employee upgrades to Meter Technicians or other similar roles
 - (x) Significant revenue increases from accurate meters and billings; prompt repair of metering issues
 - (xi) Water demand accountability and management by pressure zone
- b) The City has a variety of meters and differing manufacturers. Does implementing a project like this require a change-out to one-meter type?
- c) What technology is available for reading multiple types of meters?
- d) What type of AMI system is the best fit for Cape Town?
- e) What financing options are available?

- f) How does this project impact City tariffs, fees, charges?
- g) What is the Social Value and environmental impact of rolling out AMI?
- h) What is the possibility of using NB-IoT or other cellular communication technologies within Cape Town?
- i) What are the benefits of rolling out domestic static water meters?

13.4.1.1. Task 1.1: Assessment of Existing Metering System

The selected Consultant/PM will perform an assessment of the City's current water system infrastructure, billing system integration, IT requirements, and all other relevant issues. The Consultant/PM shall conduct data gathering meetings / interviews with various City departments and several branches within Water and Sanitation Department, including, but not limited to, Customer Service, Finance and Commercial, Engineering and Asset Management, Reticulation, Human Resources, and the City's Information Technology (IT) Department.

13.4.1.2. Task 1.2: Compatibility Assessment of Existing Billing System

The City currently uses SAP as its customer information and billing system. The selected Consultant/PM will be expected to verify compatibility with the City's utility billing system. As part of this task, the Consultant/PM shall evaluate how the proposed new meters will be incorporated into the current billing system while ensuring a smooth and successful transition plan with minimal disruption of ongoing customer billings.

13.4.1.3. Task 1.3: Evaluation of Advanced Metering Infrastructure System Technologies

The consultant/PM shall evaluate available AMI technologies and provide recommendations on the best use of technology given the City's operating environment.

This evaluation shall include, but is not limited to:

- Evaluate the performance of alternative meter reading technologies (including at least a system-wide AMI system in comparison to the base case (current methods) and determine the relative advantages and disadvantages of each alternative.
- Determine if multiple AMI systems are available to meet City's needs ensuring that a fair, open and competitive process can be used to select a responsible vendor/Consultant/PM.
- Evaluate AMI technologies that may be used by the City for business improvements in areas other than for meter reading (digital transformation and standardization).
- Provide recommendations for an AMI technology system, billing system integration, staffing evaluation, and all other system and technology issues.
- Undertake evaluation of existing staffing, make recommendations on staffing improvements.
- Conduct a risk assessment of available alternatives and recommend strategies to minimize AMI implementation risks. Provide alternatives and strategies to reduce the impact and risk in operations, customer service, AMI installation, and management.

13.4.1.4. Task 1.4: Financial Analysis

The Consultant/PM shall include a comprehensive budget for infrastructure cost for the recommended AMI improvements as well as annual operation and maintenance cost for the first ten years of operation. A full economic analysis will be completed including a full cost/benefit analysis, revenue recovery and payback, return on investment, life cycle cost, and net present value. The final financial analysis should address how the system will reduce any billing issues.

Some of the items to be addressed in the financial cost benefit analysis are:

- Years to Payback
- Net Present value
- Return on Investment
- Cash flow analysis
- Funding options/recommendations, funding schedule by fiscal year and source of funding including private financing options



- Assessment of the impact of the project based on City's rates, fees and charges
- Ensures that all required IT, communications and other hardware and software needed for a successful implementation are detailed and included in the price structure

The Consultant/PM shall also identify and evaluate any grant, rebate, or other alternative funding source for implementation of an AMI system that the City would be eligible to apply for and obtain.

13.4.1.5. Task 1.5: Business Case Recommendations

The Consultant/PM shall provide recommendations that include the optimal AMI system to be implemented. This consists of the types and brands of water meters to complement the recommended system, if necessary, including the advantages and disadvantages, and costs, of retrofitting existing meters; a baseline implementation plan based upon the options identified in Task 6 and a summary of the financial analysis as well as a forecasted schedule for installation.

As part of the Business Case development, assess and report on the organizational impact of potential AMI solutions on applicable City business processes, personnel, and technology.

Develop an effective communications plan that keeps all City AMI Team members and subject matter experts informed of project issues and status as the AMI initiative moves forward. Help forge consensus, assist with Change Management and buy-in among City staff.

Within ten working days from commencement of the contract, or as otherwise agreed with the City, the Consultant/PM shall schedule a "kickoff meeting" to discuss the chain of command and communication matrix between the City and the Consultant/PM; determine procedures for data acquisition, and review target dates for initiation and completion of tasks.

13.4.2. Design Phase

13.4.2.1. Task 2.1: Meter Data Management System

The Consultant/PM shall provide a recommendation for a Meter Data Management System (MDMS). This system will be critically important to the City's AMI project to support the collection and storage of the meter data including meter reads, meter events, reading events, meter change-out and warranty documentation and other meter reported information. The MDMS must have the capability to interface with the City's current billing and work order systems.

The MDMS shall include but is not limited to:

- a) A formal meter change-out program.
- b) A warranty documentation program of inventory as meter change out occurs.
- c) Single repository for all metering data.
- d) Provision of customer meter data to a web portal for individual customer information, analysis, and response.
- e) Provide future capability for water utility meters. MDMS shall have comprehensive capabilities that allow for the application of consistent processes and the maintenance of consistent interfaces independent of how, when, or where various meter reading technologies, including AMI, are deployed.
- f) Support the most cost-effective AMR and AMI technologies to be deployed, without affecting upstream billing processes.
- g) Provide long-term storage of register, interval, tamper, outage and meter event data in a database as fully sanctioned by the City's IT Department.
- h) Additional functionality shall include, as applicable, extensive validation, estimation, and editing capabilities; aggregation and calculation services; request brokering among multiple meter data collection systems; sophisticated export management capabilities; and auditable change tracking.

The Consultant/PM shall provide recommendations regarding the following: storage service level agreements (SLA), backup, redundancy, failover, capacity, processor speed and number of processors, data transfer mechanisms, cyber security, access methods, and other important considerations. MDMS shall allow for a central repository for integration, and access by all business and analytical systems, and users of meter data throughout the utility, as approved by the City's IT Department.



13.4.2.2. Task 2.2: AMI Implementation Plan

The Consultant/PM shall develop a "Road Map" for the City to follow as it sets out to implement and maintain an AMI system. A review of different alternatives shall be evaluated to determine the best option for implementation of an AMI system. Options shall include a basic description of how AMI would be deployed in a phased approach within the entire City water service area. The implementation options shall address project planning, budgeting, and overall system performance. A realistic schedule for implementation of the project for the entire metering inventory shall be developed. As part of the implementation plan the Tenderer shall provide a plan towards tracking the impact the AMI rollout will have during the deployment. This should include a randomized control reporting approach to support the CCT in evaluation the success of the project at different intervals.

13.4.3. Procurement Support Services Phase

13.4.3.1. Task 3.1: Procurement Services

The successful Consultant/PM shall assist the City in preparing specifications and requirements for a tender to procure the technology, meters and all required accessories needed for the proposed AMI solution based on the City's goals and objectives, long-term strategic plans, IT and billing interfaces and all other necessary components. The Consultant/PM will work closely with the City's IT staff to provide any technical information and overall system specification / requirements related to installation and implementation of a distribution system wide AMI system as well as any key performance-based indicators.

This information includes but is not limited to:

- System description
- Equipment details and description
- Layout of installation
- Layout of equipment
- Selection of key equipment
- Specifications for equipment procurement and installation
- All engineering associated with structural and mounting details
- Performance of equipment components, and subsystems
- Controls, monitors, and instrumentation
- System performance monitoring
- Assist the City in identifying potential funding for program costs
- Plan the public outreach for the implementation of infrastructure changes

13.4.3.2. Task 3.2: Recommendations for Maintenance, Support and Warranty

The successful Consultant/PM will provide all available options for maintenance, support and warranty with the selected technology, meters and accessories. This includes maintenance and warranty for the actual products and offerings of the manufacturer in addition to service components.

13.4.4. Implementation Support Services Phase

13.4.4.1. Task 4.1: Planning Services

The selected Consultant/PM must provide project management support, including participation in at least weekly meetings with the Implementation Team, overseeing project schedule, tracking task status, and reporting issues. The selected Consultant/PM will be required to assign a dedicated Project Manager for the duration of the project to manage the assigned resources and ensure the requirements of this project are fully satisfied. The City expects to name all key individuals in its contract with the successful contractor; these individuals cannot be removed from the project nor their time commitments reduced without the formal written approval of the City. In addition, the selected Consultant/PM will develop and maintain a schedule illustrating the work plan for executing the necessary activities to complete the delivery of products and services in this Scope of Work. This schedule must be updated at least monthly.

- Develop a proposed schedule with major milestones for the procurement and implementation phases, if

- approved.
- Recommend the makeup of City's project team for AMI implementation.
 - Assess the capacity of the City's staff to adequately support the implementation project and ongoing operations after implementation.
 - Determine the probability of the project's goals and objective being realized.
 - Define the risks this project poses to the organization and the required mitigation strategies. Provide information on the critical success factors of projects similar in size and scope.
 - Provide an objective opinion as to how the City should proceed with the project.

Although most of these functions will be undertaken during the implementation phase, some of these tasks is expected during the preceding phases.

13.4.4.2. Task 4.2: Installation Services

The Consultant/PM shall oversee the development of the solution and control the changes to align with the City's expectations. Consultant/PM will provide technical and business support to assist with the management of the system's installation. The Consultant/PM shall oversee the installation process with the selected Contractor to assist with the integration of the metering system. The City will require 100% inspection of all installations to confirm proper installations before payment for installation services. The Consultant/PM should evaluate the option of not paying for any installation costs until after the City receives 30 consecutive days of accurate hourly meter readings from the meter, or other similar performance-based payments.

13.4.4.3. Task 4.3: Skills transfer in the installation, maintenance and use of the AMI system

The consultant/PM shall oversee the development and implementation of all training related to the installation, maintenance and use of the system. This training responsibility will include the development of well-structured training materials to accompany class, workshop and field training.

The training modules should be part of an overall training strategy for the programme, that will allow the City staff and institution (technical and other) to transform from its current water meter measurement processes and administration to taking full advantage of an AMI system.

Training Modules will not be confined to but will include the following:

- Overall understanding of the AMR and AMI system at appropriate levels for various categories of staff.
- Detailed technical training on the components of AMR and AMI
- The correct installation of new or replacement of AMR.
- Quality Control and testing as an integral part of the installation procedure.
- Keeping record of installations, meter identification, AMI connectivity and successful commissioning in GIS format preferably.
- AMR / AMI maintenance and troubleshooting at appropriate levels for technical and management staff.
- Typical meter replacement (AMI context) with all the associated administration, inspection and successful commissioning.
- The maintenance of software, updates, troubleshooting and error identification.
- Data extraction and reporting.

This task includes detailed change management support services towards supporting the transformation of the department towards becoming a more digital smart utility.

13.5. Deliverables

- (i) System Evaluation Report
- (ii) AMI Implementation Plan
- (iii) Professional services to enable system procurement
- (iv) Training documentation
- (v) Maintenance documentation
- (vi) A functional city-wide AMI system, to be run by the Water and Sanitation Department
- (vii) Randomized Control Trial Report(s)

Deliverables (iii) ; (iv) , (v), (vi) and (vii) are dependent on the decision of City of Cape Town Municipality to go



forward with the AMI project after the Evaluation Phase.

13.6. Experience

The successful Tenderer shall be required to have extensive, verifiable experience in providing water AMI system evaluation, design, procurement, and implementation oversight/project management. Track records shall only include projects that are currently active or have been completed within the last five years. Track records of proposed sub-contractors, if any, will not be considered to meet this requirement. The City will not consider any responses that do not meet the above requirement. Additionally, the Consultant/PM shall provide a detailed list of other similar clients and the scope of works that were provided.

13.7. Additional Information

13.7.1. Occupational Health and safety



13.7.2. EMPLOYMENT OF SECURITY PERSONNEL



13.7.3. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

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

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

13.8. Resources Roles Clarification



The following guide list of Similar Job titles is provided to assist the tenderer with allocation of roles the City has defined as key roles for unit rate tendering purposes.

Group	Title	Responsibilities	Similar Titles
Project Management	AMI Strategy Lead	Most senior person with extensive water AMI experience in many different scenarios and situations.	Strategy & business case/benefits mgmt., Senior Project Manager, Enterprise Architecture, etc.
	Project Manager	An experienced PM that will be the golden thread through the entire project. Will remain even after AMI Strategy Lead has left. Responsibility might also include the timely installation of the AMI solution.	Deputy Project Manager, AMI Project Manager
	Stakeholder Engagement Lead	Responsible for the strategic, tactical and execution of the customer engagement and other initiatives during the AMI rollout. This includes mitigating key issues around AMI and getting stakeholders to engage with the project positively. This is expected to be a senior role to provide advice and guidance on all matters regarding stakeholders.	Customer Mgmt. Strategy, Snr Customer Engagement Lead, Change Management Lead
Engineering/System Planning and design staff	Senior Water Engineer	Responsible for the strategic integration at enterprise level, identifying use cases for AMI, and developing a roadmap of projects to ensure data benefit realisation with other data sources/departments. Identify further change management projects to support AMI utilisation.	Change mgmt. and journey mgmt., Enterprise architect/Smart Grid Architect, Senior Water Engineer, Snr. Digital Transformation Lead
	Water Engineer	A talented engineer that supports the Project Manager during the first few years of the project with general project tasks required engineering background.	Assistant Project Manager, Jnr Project Manager
	Senior Technician	Support the Snr IT Professional with tasks till project is handed over to the city.	Systems Integration Specialist -> Sap Mbus, Sap Ami Specialist, IT, Data, Network Technical Expert



	Technician	Project Administrator role that will be responsible for preparing action plans, analysing risks and supporting the PM team with tasks around gathering information to make decisions. Also, On site resource that support the execution of the customer engagement plan developed.	Project Plan Administrator, technical coordinator
	ICT Engineer	Responsible for all IT and OT integration with the city and will obtain IS&T approval for project design.	Mdms Specialist, IT Specialist, Senior IT Professional, Snr IT, Data, Network Technical Expert, Solution Architect
	Senior Programme Manager	Responsible for the logistical aspect of the project and ensure alignment with meter reading routes, other metering activities and the overall project programme alignment.	Programme Manager, Senior Project Controller, Procurement Manager
AMI/AMR Operational Staff	AMI Implementation Manager	Onsite support for the Project Manager in the delivery of the AMI solution. Secondary PMs could be added that have extensive wireless networking experience. Responsible for meters, software, and wireless communication installation.	Smart Meter Operations Centre Specialist, Installation Operations Manager
	AMI Meter Installation Inspector	Manage the Inspectors and reporting to operations managers/ Senior AMI Meter Installation Inspector on progress and managing customer complaints on the ground.	Installation Foreman
	Junior AMI Meter Installation Inspector	Responsible for capturing the quality of the AMI solution installed as per Quality process.	Installation Inspectors
GIS & Informatics staff	Senior GIS Analyst	Responsible for mapping meter deployment plans, progress and other geospatial information to monitor	Senior GIS Manager
	GIS Analyst / Technician	Responsible for mapping meter deployment plans, progress and other geospatial information to monitor and plan the AMI deployment.	GIS Analyst, Jnr Analyst
	Data Analyst	Responsible for the technical aspect of CBA modelling, quantity analysis and other financial aspects.	Quantity Surveyor, Economic Analyst, Business Analyst, Data Analyst, Risk



			Analyst, Snr AMI Specialist
Trainers & training material developers	Engineering Staff Trainers Manager	Manager that is responsible for the training programme content and works with the HR department to ensure all aspects around skills transfer and new roles and new team structure is executed.	Training Manager
	Operational Staff Trainers	Support the Engineering Staff Trainer on providing clear job descriptions for new roles and identifying contract changes and staff changed for Operational staff.	Trainer support staff, HR Specialist
	IT/Telecoms staff trainers	Support the Engineering Staff Trainer on providing clear job descriptions for new roles and identifying contract changes and staff changed for IT/Telecoms staff.	Trainer support staff, HR Specialist



PART 5 : PRICING SCHEDULE

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price 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.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Schedule 8, clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers are to tender for each and every item in the pricing schedule above.
- 5.9 The award of this tender will be done in its entirety to one service provider
- 5.10 The award of this tender will be based on a typical basket where the rate per hour will be applied to the estimated quantities in the basket.
- 5.11 Optional Staff category price per unit that the tenderer considers unavoidable can be added to the Pricing Schedule but will not form part of the evaluation process. Each such optional rate is subject to City approval before payment can be considered.

Item No	Description	Unit Measure	Price per unit RAND (BID/VA)
1.	Provision of time-based Engineering services		
1.1	Project Management		
1.1.1	Project Manager	hr	R 2 248,00
1.1.2	AMI Strategy Lead	hr	R 2 720,00
1.1.3	Stakeholder Engagement Lead	Hr	R 2 720,00
1.2	Engineering/Systems planning and design Staff		
1.2.1	Senior Water Engineer	hr	R 2 815,00
1.2.2	Water Engineer	hr	R 2 248,00
1.2.3	Senior Technician	hr	R 1 423,00
1.2.4	Technician	hr	R 1 151,00
1.2.5	Senior IT Professional	hr	R 2 248,00
1.2.6	ICT Engineer	hr	R 1 835,00
1.2.7	Senior Programme Manager	hr	R 2 815,00
1.3	AMI Operational Staff		
1.3.1	AMI Implementation Manager	hr	R 2 248,00
1.3.2	AMI Meter installation inspector	hr	R 921,00
1.3.3	Junior AMI Meter Installation inspector	hr	R 715,00
1.4	GIS & Informatics staff		
1.4.1	Senior GIS Analyst	hr	R 2 248,00
1.4.2	GIS Analyst /Technician	hr	R 1 423,00
1.4.3	Data Analyst /Technician	hr	R 1 225,00
1.5	Trainers & training material developers		
1.5.1	Engineering staff trainers Manager	hr	R 1 835,00
1.5.2	Operations staff trainers	hr	R 1 835,00
1.5.3	IT/Telecoms staff trainers	hr	R 1 835,00

Other (optional) staff may be included in the project as required. The typical rate per hour for these resources are given below.

1.6	Other (Optional Staff Members)		
1.6.3	IT Systems Design	hr	R 2 248,00
1.6.4	Data Science Analyst	hr	R 1 423,00
1.6.5	Data Engineer	hr	R 2 248,00
1.6.7	Project Schedulers	hr	R 1 151,00
1.6.8	Telecommunications specialist	hr	R 2 248,00
1.6.9	Electronic Engineer	hr	R 2 248,00
1.6.10	Electrical Engineer	hr	R 2 248,00
1.6.11	Programme Management Quality Manager	hr	R 1 151,00
1.6.12	Senior Benefits Management Analyst	hr	R 1 802,00
1.6.13	Project Risk Specialist	hr	R 2 248,00
1.6.14	Procurement & Contract specialist	hr	R 2 248,00
1.6.15	Procurement & Contract Analyst	hr	R 1 047,00
1.6.16	Contract Reviewer	hr	R 1 802,00
1.6.17	Senior Organisational Design Analyst	hr	R 2 248,00
1.6.18	Organisational Design Analyst	hr	R 1 151,00
1.6.19	Senior Process Design Specialist	hr	R 2 248,00
1.6.20	Process Design Specialist	hr	R 1 047,00
1.6.21	Senior Business Improvement Analyst	hr	R 1 802,00
1.6.22	Business Improvement Analyst	hr	R 1 047,00
1.6.23	Financial Analyst	hr	R 1 423,00
1.6.24	Socio-Economist	hr	R 2 248,00
1.6.25	Economist	hr	R 2 248,00
1.6.26	Technical and engineering consultant	hr	R 1 802,00
1.6.27	Commercial and regulatory specialist	hr	R 2 248,00
1.6.28	Health and safety practitioners	hr	R 1 802,00
1.6.29	Environmental practitioners	hr	R 2 248,00
2	Recoverable Expenses		
2.1	Other expenses incurred on behalf of and with approval of the Employer	Provisional Sum	To be billed based on actuals incurred - approval to be sought prior to incurring

PART 6- OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 100C/2021/22

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Ernst & Young Advisory Services (Pty) Ltd
(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

Ernst & Young Advisory Services (Pty) Ltd, 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: [REDACTED]

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/her 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 Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at Simon on the 19th day of January 2022

Witness [REDACTED] Mandatory [REDACTED]

Signed at Bellville on the 19 day of December 2022

Witness [REDACTED] for and on behalf of [REDACTED]
City of Cape Town

PART 7 - SUPPORTING SCHEDULES

TENDER NO: 100C/2021/22

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- Any claim for an increase in the Contract price shall be submitted in writing to the:
Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000 or
by email to: CPA.Request@capetown.gov.za
by fax to: (021) 400 2717 / 086 588 5170
prior to the date upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

STANDARD CONTRACT PRICE ADJUSTMENT

NOTE: THE FIRST TWELVE MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT WILL BE FIRM.

ANNUAL PRICE ADJUSTMENT WILL ONLY BE APPLICABLE FROM THE SECOND YEAR (MONTH 13) OF THE CONTRACT AND AGAIN EVERY TWELVE MONTHS THEREAFTER.

The tendered rates will be escalated at the South African CPI %, as published within two months before the annual escalation date.

a) Price adjustment for year 2

Where R1 is any of the tendered rates and CPI2 is the applicable CPI %:
The adjusted rate $R2 = R1 \times CPI2$

ii) Price adjustment from year 3 to end of contract

Where R2 is any of the adjusted year two rates and CPI3 is the applicable CPI %:
The adjusted rate $R_{\text{current_year}} = R_{\text{previous_year}} \times CPI_{\text{current_year}}$

Refer to Technical Proposal : Chapter 6 : Pgs : 213 - 252

TENDER NO: 100C/2021/22

SCHEDULE 15 PART C: FUNCTIONALITY TABLE FOR KEY PERSONNEL.

Tenderers are to be guided by clause 2.2.1.1.4 (Minimum score for functionality): "Expertise of key personnel" when filling this table. This must include for key personnel in all parties to the tender. Indicate which party the person forms part of under Name/Company field. The Curriculum Vitae of key individuals in each role must be appended to this schedule.

ROLE	ROLE DESCRIPTION	Name /Company	QUALIFICATION	EXPERIENCE ON PROJECT(S) (Years experience/AMI Project Name)
C 1.1	PROJECT MANAGEMENT STAFF			
	Project Manager			
	AMI Strategy Lead			
	Stakeholder Engagement Lead			
C 1.2	ENGINEERING/SYSTEMS PLANNING AND DESIGN STAFF			
	Senior Water Engineer			
	Water Engineer			
	Senior Technician			
	Senior IT Professional Technician			
	ICT Engineer			
	Senior Programme Manager			
C 1.3	AMI OPERATIONAL STAFF			
	AMI Implementation Manager			
	AMI Meter Installation Inspector			

TENDER NO: 100C/2021/22

ROLE	ROLE DESCRIPTION	Name /Company	QUALIFICATION	EXPERIENCE ON PROJECT(S) (Years experience/AMI Project Name)
	Junior AMI Meter Installation Inspector			
C 1.4	GIS & INFORMATICS STAFF			
	Senior GIS Analyst			
	GIS Analyst / technician			
	Data analyst			
C1.5	TRAINERS & TRAINING MATERIAL DEVELOPERS			
	Operations Staff trainers			
	Engineering staff trainers Manager			
	IT/Telecoms staff trainers			

