



17 July 2025

NOTICE TO TENDERERS NO: 2

TENDER NUMBER: 308C/2024/25

**TERM TENDER FOR PROVISION OF MULTI-DISCIPLINARY PROFESSIONAL SERVICES IN RESPECT OF
ATER REUSE PROJECTS**

ORIGINAL CLOSING DATE OF TENDER: 8 August 2025 at 10:00am

BOX NUMBER: 234

Dear Sir/Madam

In terms of Clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances**.

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of Clause 3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

- 1) Responses to clarification questions received after Notice to Tenderers No. 1.
- 2) Amendments to pages in the table below. The changes are highlighted in italics and magenta coloured text. See Annexure A for the replacement pages.

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT	CHANGE
PART T1: TENDER PROCEDURES		
10	10(R)	Removed hydraulic engineering from Key Personnel
12	12(R)	ISO 9001 certification changed to latest standard ISO 9001:2015
14	14(R)	ISO 9001 certification changed to latest standard ISO 9001:2015
16	16(R)	Functionality Scoring for chemical engineer added
PART C1: CONTRACT AGREEMENTS & CONTRACT DATA		
50	50(R)	Local Office defined in Clause
PART C2: PRICING DATA		
76	76(R)	Coastal Engineering added to schedule of rates specifications
78	78(R)	Coastal Engineering items added to schedule of rates
83	83(R)	Coastal Engineering items added to schedule of rates
88	88(R)	Item number changed on Schedule 4
PART C3: SCOPE OF WORK		
106	106(R)	Removed hydraulic engineering from Key Personnel
PART C5: RETURNABLE SCHEDULES		
167	167(R)	Amended Schedule to include signature by tenderer
168	168(R)	Functionality Scoring for chemical engineer added

169	169(R)	Amended Schedule to include signature by tenderer
184	184(R)	ISO 9001 certification changed to latest standard ISO 9001:2015
186	186(R)	ISO 9001 certification changed to latest standard ISO 9001:2015

- 3) Additional pages added to the tender document. See Annexure B for the additional pages.
- Page No. 181 (A) – Schedule 12A Cont'd – Local Government Advisor.

Responses to clarification questions received after Notice to Tenderers No. 1.

Requests for clarifications received after Notice to Tenderer No. 1 and which do not require an addendum to the tender documentation, are addressed hereunder for the benefit of all tenderers.

- 1 Q: Part T1.2 Tender Data, Clause C 2.1.4.2.h, page 10: Can the CCT please considered to include Pr. Eng and Pr. Tech in some of the key personnel criteria (specifically the Electrical and Electronic Engineer experts). If not, can it be considered to change the requirement of the Electrical Engineer from “may not be subcontracted” to “may be subcontracted”.

A: The City is obligated to comply with the Identification of Engineering Work Regulations, Government Gazette No. 44333 (IDoEW). These regulations stipulate that only individuals who are professionally registered with ECSA may perform or take responsibility for identified engineering work within their respective disciplines.

Water Reuse projects are classified as complex engineering undertakings. In accordance with the IDoEW, such complexity necessitates that the engineering work be executed and overseen by Professional Engineers (Pr Eng). Therefore, the requirement for Pr Eng under the Key Personnel for the core engineering disciplines.

- 2 Q: Part T1.2 Tender Data, Clause C 2.1.4.2.r, page no.12: Can the CCT please confirm if a master's degree in engineering management considered equivalent to finance, commerce, economics or actuarial science?

A: No a master's degree in engineering management is not equivalent to finance, commerce, economics or actuarial science.

- 3 Q: Part T1.2 Tender Data, Clause C 2.1.4.2.r, page no.12: Can the CCT please confirm if an MBA is considered equivalent to finance, commerce, economics or actuarial science?

A: An MBA can be considered, however it depends on the context and specific focus of the MBA programme.

- 4 Q: Part T1.2 Tender Data, Clause 3.11 Evaluation of Tender offers, page no. 24: It is understood that CCT will be simulating Work Projects to obtain a tender value without this “simulated” hours being know to the public prior to the closing of a tender. It is requested that these hours be made available to all tenders prior to closure of the tendering period.

A: The City does not disclose the simulated Works Project to the tenderers. The simulated Works Project is provided to SCM before tender closing and cannot be changed after tender closing. It will be used purely for evaluation purposes and therefore encourages bidders to quote their best price at all times.

- 5 Q: Part C1.2 Contract Data, Clause 4.8 Procedure for the allocation of Works Projects, page no. 54: Can it be accepted that 3 bidders will be appointed as 1) Winner, 2) Alternative Supplier and 3) Standby. Will the results of all three awards be made available to all parties who tendered?

A: Yes, the rates schedule and ranking will be provided once the tender is awarded.

- 6 Q: Part C1.2 Contract Date, Procedure for the allocation of works projects, page no. 60: Can the CCT please advise what the implication will be should the appointed bidder not be able to What happens if the works brief is rejected?

A: If the "Winner" rejects the works project then the process will follow with the Alternative Supplier. See step 9 on page 61

- 7 Q: Contract Agreements & Contract Data: Clause 3.12.1 defines penalties for not adhering to timeframes. In addition, there is also Clause 3.12.3 that covers additional penalties, but this clause does not define an amount for "additional penalties or fines". Please can the limit of these additional penalties be defined.

A: The fines are not defined in the Clause, as it is defined elsewhere (i.e. Preferential Schedule)

- 8 Q: Contract Agreements & Contract Data: Clause 5.5 l) states that "Service Provider shall obtain the Employer's prior approval in writing before suspending the progress of the works in terms of the relevant Conditions of Contract". Please confirm that the context of this statement is strictly in reference to the administration of construction works and not in relation to the delivery of professional services as this would otherwise be in conflict with Clause 8.4.3. of the Standard Professional Services Contract.

A: Yes, Clause 5.5 l) and m) refers to the administration of construction works.

- 9 Q: Contract Agreements & Contract Data: The Professional Services Contract does not provide any provision for the PSP to suspend performance of the works, only to terminate if for instance there is non-payment by the Employer. Would the City consider including the following suspension clause in the Contract Data "8.5.3 The Service Provider may suspend performance of the whole or part of the Services if it has not received payment from the Employer in respect of an invoice or part thereof within the agreed payment period (provided the amount not by that time been contested in writing)."

A: This will be a material change as it is not stipulated in the CIDB Standard Professional Services Contract and will require additional investigations and approvals in terms of risk to the City.

As reassurance, City cannot award a tender without an approved budget and thus is committed to paying for the work rendered by the Service Provider in terms of the Contract.

- 10 Q: Work Experience of Tenderer (Schedule 11 of Part T2.2): May we kindly request clarification on whether contracts executed under the FIDIC Yellow Book would meet the requirements of Criteria 4?

Criteria 4 states the following requirement: Contracts management of either, design & build contract (D&B), design, build & operate (DOB) contracts or public-private partnership (PPP) contracts with a total cost of R100 million and/or more.

Our experience is that while Design-Build (D&B) Contracts can be executed under a FIDIC yellow book, Design, Build & Operate (DBO), as well as PPP Contracts are normally executed using a FIDIC Gold Book or a DIC Silver book Contract. Such projects are, however, less common within the public water

sector. We would therefore appreciate confirmation that the management of Contracts executed under the FIDIC Yellow Book would be considered acceptable for meeting the requirements of Criteria 4.

A: Yes, FIDIC Yellow Book or any other equivalent Design-Build contract may be used for Criteria 4.

Q: Key Personnel: C.2 Tenderer's Obligations states that the key personnel listed in Section C.2.1.4.2 "must be attached to the Schedule 12 titled Key Personnel, Part C5.2: Returnable Schedules and must be clearly indicative of a valid agreement between the tendering entity and the sub-consultant formalising the undertaking and the name(s) of the key personnel proposed to execute the works."

This section includes n) Local Government Advisor however Schedule 12A does not include a sheet for experience of Local Government Advisor.

Please confirm whether to include this experience in Schedule 12 or if we simply include the personnel in the Schedule of Rates.

A: Schedule 12A for the Local Government Advisor has been added – see page 181(A)

Q: Schedule of Rates Specifications: Some category descriptions state that personnel must be a registered professional with a stated professional body, “Or other proven equivalent registration”. This has resulted in frustrations previously where equivalent project management qualifications, for example, were not recognised.

Please can a list of alternative approved registrations be provided, or a better definition of how “other proven equivalent registrations” will be evaluated.

A: Other proven equivalent registrations will be evaluated based on comparing the criteria of the “equivalent registration” with the criteria for PrCPM or PMP.

Q: Schedule of Rates: Regarding both schedules, ECSA Stages 1 to 4 as well as ECSA Stages 5 to 6, please clarify the inclusion of “Chemical Engineering Services” under Item No. 1.4. and 1.8, and 2.4 and 2.8, respectively.

We assume this is an error. Please confirm if tenderers should price all Chemical Engineering Services sections, or if we can state “Not Applicable” for the second instances of these rates, i.e. for items 1.8. and 2.8.

A: This is an error, see replacement pages.

Q: C2.1 Pricing Instructions: We have not been able to identify a rate category that can be used to cover typical project control functions, such as general project support, document control and cost control.

These are critical project resources for the administration of large projects and the associated staff typically do not have engineering, technologist or technician qualifications.

Can the description for Item B5.4. be modified to allow for suitable non-technical resources to be used for this project management role.

A: See Clause 5 of Pricing Assumptions. “....The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff....”

C3.2 Framework Scope: Key personnel will be expected to operate out of the local office. Please provide clarity on what constitutes a “Local Office” as this is not clearly defined in the document.

A: The local office is an office within the Cape Metropolitan Area. See replacement pages

TENDERERS ARE THEREFORE REQUESTED TO:

- 1. Record receipt of this Notice on Schedule 22: Record of Addenda to Tender Documents.**
- 2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.**

Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

p.p. *SCM.Tender?*

For: Director: Supply Chain Management

**ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO
308C/2024/25**

At on this day of 2025

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capital letters.