



14 August 2025

**NOTICE TO TENDERERS NO: 13**

**TENDER NUMBER:** 277Q/2024/25

**DESCRIPTION:** Construction of a 300Mℓ Reservoir, Bulk Pipelines and Associated Infrastructure near Muldersvlei

**EXTENDED CLOSING DATE OF TENDER:** 23 September 2025 at 10:00am

**BOX NUMBER:** 209

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) Amendments to the tender document
- 2) Clarifications

Tenderers should take note of the following:

**1. AMENDMENTS TO TENDER DOCUMENT**

**Note the closing date for tender submissions have been extended to 10:00am on 23 September 2025. Please make the necessary amendments in the tender document.**

**2. CLARIFICATIONS**

Requests for clarifications received since the issuing of Addendum number 12, and which don't require an addendum to the tender documentation, are addressed hereunder for the benefit of all tenderers.

**Query 1:**

Q: The EMP supplied under the Environmental Management Specification is dated March 2023 on the title page, yet the balance of the document reflects a date of July 2012. The EMP does refer to a Part 2 amendment that was undertaken, and presumably the differences in the date relate to the time of original application versus amendment. Nonetheless, an EMP is intrinsically linked to the Environmental Authorisation (EA), which is normally not issued for a period exceeding 10 years. Hence, if the EA lapses, so does the EMP. The EA is not part of the Specification, so its validity cannot be verified, nor its compliance requirements be factored in.

A: A Part 1 amendment was submitted to the Department of Environmental Affairs & Development Planning (DEA&DP) to extend the validity of the EA to commence with Listed Activities by 15 September 2025, and a Part 2 was also submitted to DEA&DP for design / scope changes where the Environmental Management Programmes (EMPr's) were updated based on the additional specialist inputs. Notification of commencement of Listed Activities submitted to DEA&DP on 24 February 2025. If the contractor intends to work outside of the authorised areas, the contractor will be responsible for the associated authorisation required in terms of the NEMA (and NWA).

### **Query 2:**

Q: The Specification makes no reference to a Water Use License for either the WTP nor the pipelines. The establishment of 300 ML reservoir would constitute a section 21 (b) water use in term of the National Water Act (Act 36 of 1998) and the sludge tanks a section 21 (g) water use. Creation of settlement areas for pumping ingress water at watercourse crossings, also constitute a section (g) water use, as will vehicle wash bays. Additionally, should any of the pipelines occur within the DWS Regulated Area, they would require section 21 (c) & (i) water use authorisation. Finally, the EMP speaks to sewage treatment and effluent disposal, which if not inter-phasing with municipal services, and will result in discharge to the environment, constitutes a section 21 (f) water use. The EMP claims that a General Authorisation will be in place, as follows: "Sewage will be treated with a commercial sewage treatment package plant to specifications of the **General Authorisation** provided for under the National Water Act, 1998 (Act No. 36 of 1998)". The EMP further states: "The treated effluent **will be irrigated** onto landscaped areas located around the WTP facility in summer, but in winter is likely to be discharged to the nearest watercourse, located to the south west of the facility". Irrigation of treated wastewater constitutes a section 21 (e) water use.

A: A Water Use Licence (WUL) is in place for all the activities associated with this construction phase [Section 21 (b), (c), (i)]. The WTP will not be constructed during this phase and associated water uses is thus not applicable. The EMP outlines all the requirements associated with the WUL. As such, the Contractor's only responsibility with respect to the WUL is to ensure compliance with the EMP.

### **Query 3:**

1. Q: The EMP is structured into 26 sub-specifications, with specific responsibilities assigned to each sub-spec. The EMP assigns several sections to other role players, other than the Contractor, specifically:
  - a. Env. Specification 1: Design Phase (Client & Design Engineer Responsibility).
  - b. Env. Specification 2: City of Cape Town (CoCT) which includes appointment of specialist consultants including:
    - i. An ECO;
    - ii. Landscape Architect;
    - iii. Restoration Ecologist; and,
    - iv. Traffic Engineer.
  - c. Env. Specification 3: Engineer.
  - d. Env. Specification 4: Contractor.
  - e. Env. Specification 5: ECO
  - f. Env. Specification 6: Restoration Ecologist.
  - g. Env. Specification 7: Landscape Ecologist.
  - h. Env. Specification 8: Traffic Engineer.
  - i. Env. Specification 9: External Auditor.
  - j. Env. Specification 10: CLO.
  - k. Env. Specification 11-26: Contractor.

**It is assumed that the highlighted sections above, fall within the responsibility of The Contractor, and accordingly will form part of the Environmental Management BoQ.**

A: Although the Contractor's main responsibilities are as per Specification 4 and 11-26, there are responsibilities for the Contractor in the other sections to ensure the Employer and appointed specialist can fulfil their duties. All specialist appointments will be made by the Employer unless there is specific allowance in the BOQ for the contractor to make the appointment (such as the CLO).

### **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.Tender7*  
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**For: Director: Supply Chain Management**

**ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 277Q/2024/25**

At.....on this.....Day of .....2025

Signature:.....

Name of Signatory:.....  
(in ink and capitals)

TENDERER:.....  
(Name of firm in ink and capitals)