

TENDER NO. 266C/2024/25		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM - 515	Approved by Branch Manager: 15/07/2024	Version: 5.4	Page 1 of 133

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

THE TENDER

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 36** of this document
- Table 1: Tender Preference Claim Form is on **page 129** of this document.

ISSUED BY: DIRECTOR: BULK SERVICES DIRECTORATE, CITY OF CAPE TOWN 8 Voortrekker Road and Mike Pienaar Blvd, Bellville, CAPE TOWN, 7530	For official use. TENDER SERIAL No.: SIGNATURES OF CITY OFFICIALS AT TENDER OPENING 1. 2. 3.
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JULY 2024

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

General Tender Information

TENDER ADVERTISED	:	16 May 2025
CLARIFICATION MEETING	:	10h00 on 2 June 2025 (Compulsory Meeting)
VENUE FOR CLARIFICATION MEETING	:	Conference room at the Macassar Wastewater Treatment Works.
CLOSING DATE	:	26 June 2025
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 185 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

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Part T1: Tendering procedures

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CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, Executive Director: WATER AND SANITATION, invites tenders for Tender No. **266C/2024/25: Provision of Professional Services in Respect of Contract Administration and Inspection, Close Out and Additional Services for the Upgrade and Expansion of the Macassar Wastewater Treatment Works.**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from **16 May 2025**.

A non-refundable tender fee of R250.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to SCM.Tenders9@capetown.gov.za

A compulsory clarification meeting with representatives of the Employer will be held on **2 June 2025 at 10h00** at the Macassar Wastewater Treatment Works at Tie Road, Cape Town, GPS Coordinates: -34.07610, 18.77135. (Refer to Locality Plan – Site Visit/Clarification Meeting Venue overleaf).

The closing time for receipt of tenders is **10h00 on 26 June 2025**.

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



**CITY OF CAPE TOWN
DIRECTORATE: WATER AND SANITATION
CONTRACT NO. 266C/2024/25
PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND
INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF
THE MACASSAR WASTEWATER TREATMENT WORKS**

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

T1.2 Tender Data

The conditions of tender are the 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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C.1	General
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C.1.1	Actions
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy and / or applicable law.

The Employer is the City of Cape Town ("City" or "CCT"), represented by the Director: Bulk Services: Water and Sanitation.

C.1.2	Tender Documents
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Add the following:

The documents issued by the employer for the purpose of this tender, is described in the **Contents** page preceding **Part T1: Tendering Procedures** of this document.

In addition to the above, the following further documents are part of the tender:

VOLUME 1 The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.

VOLUME 2 The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No. 39480, 4 December 2015.

VOLUME 3 The relevant sections as described in the Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act no. 44 of 2000), Board Notice 121 of 2015 as gazetted in Government Gazette no. 38863, 12 June 2015.

VOLUME 4 The **Amended Landscape Architectural Work Stages – January 2011**, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za).

The standard forms of contract and the applicable reference standards may also be reviewed, by appointment, at the offices of the Employer during normal office hours.

C1.2.1 The employer will only issue tender documents through its Tender Distribution Office as described on **T1.1 Tender Notice and Invitation to Tender**. Bidders who obtain documents through any means other than described herein, will not be known to the employer and may thus not receive tender notices and addendums.

It is the responsibility of bidders who obtain documents through any means other than described herein to notify the employer in accordance with C1.4 of these tender conditions that they are participating in the tender. The employer accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.

C.1.4 **Communication and employer's agent**

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer's contact details are:

Name: Water and Sanitation Head Office
Address: 8 Voortrekker Road
Corner of Mike Pienaar Boulevard
Bellville
7535
E-mail: PSP.Macassar@capetown.gov.za

C.1.5 **Cancellation and Re-Invitation of Tenders**

Delete the full stop at the end of C.1.5.1 dd) and replace with ,

Add the following after C.1.5.1 d):

e) the parties are unable to negotiate market related pricing.

C.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 **Proposal procedure using the two-stage system**

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 **Nomination of Standby Supplier**

Standby Supplier means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included its SCM Policy.

- C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- C.1.6.5.1 **Disputes, objections, complaints and queries**
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- C.1.6.5.2 **Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
 - c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za
- C.1.6.5.5 All requests referring to clause C.1.6.4.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za
- C.1.6.5.6 **The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**
For purposes of the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in section 1 of POPIA, and “Process” shall have the corresponding meaning.
- The Employer, its employees, representatives and sub-contractors may, from time to time, process the tenderer's and/or its employees', representatives' and/or sub-contractors' personal information, for purposes of, and/or relating to, the tender, the contract and these conditions of tender, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the processing of the latter personal information by the Employer's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The Employer's justification for the processing of such aforesaid personal information is based on section 11(1)(b) of POPIA, i.e., in terms of which the Employer's processing of the said personal information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Popia@capetown.gov.za.

C.1.6.5.7 Compliance to the City's Appeals Policy.

In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B' (see Schedule 25). Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25%(Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the City, the fee or surcharge may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

C.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 *Delete the clause and replace with the following:*

Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL aspect with the tender conditions, specifications, pricing instructions and contract conditions.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 **Compliance with requirements of CCT SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.2 **Key personnel**

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. With reference to the Chief/Lead Resident Engineer, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the **Schedule 12: Key Personnel**, Part C5.2: Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on the **Schedule 12: Key Personnel**.

- a) **Project Leader** who is professionally registered with the Engineering Council of South Africa (ECSA) as a **PrEng**, who has a minimum of a Master's Degree in the field of **Water and Wastewater Treatment Engineering**, who has at least 20 (Twenty) years verifiable post graduate experience in the analysis and design of Water or Wastewater Treatment Plants and who will be responsible for all work carried out in terms of the tender. The Project Leader must, within the last five years, also have acted as the "Employers Agent" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2015 or "Engineer" in terms of FIDIC Conditions of Contract for Plant and Design-Build Contract, 1999 or later. He/she must have a minimum of 10 (ten) years verifiable post graduate experience including a combination of project management and/or construction monitoring and/or contract management in concrete structures with a mechanical and electrical interface. **A list of projects, with start and end dates of involvement, on which the Project Leader has acted as the Employer's Agent (GCC) and/or Engineer (FIDIC) must be clearly ascertainable from the curriculum vitae submitted (this key expert may not be sub-contracted).**
- b) **Process Design Engineer** who is professionally registered with ECSA as a **PrEng OR PrTechEng in the field of Civil or Chemical Engineering (this key expert may not be sub-contracted)** and who satisfy either of the following requirements:
- who has 10 (ten) years' experience in the analysis and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants and a master's in the field of **Water and Wastewater Engineering**
 - OR
 - who has at least 20 (twenty) years verifiable post graduate experience in the analyses and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants
- c) **Civil Engineer** who is professionally registered with ECSA as a **PrTechEng or PrEng**, who has least 20 (twenty) years verifiable post graduate experience in the analysis and design of Water or Wastewater Treatment Plants **(this key expert may not be sub-contracted)**.
- d) **Chief/Lead Resident Engineer** who is a qualified Engineer (**BTech/BEng/BSc.Eng**) and who has at least 20 (twenty) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, reinforced concrete, water retaining structures and pipelines.
- e) **Mechanical Engineer** who is professionally registered with ECSA as a **PrTechEng or PrEng**, who has at least 10 (ten) years verifiable post graduate experience in Wastewater Treatment engineering **(this key expert may not be sub-contracted)**.
- f) **Electrical Engineer** who is professionally registered as with ECSA as a **PrEng**, who has at least 15 (fifteen) years of electrical and electronics engineering experience, knowledge and experience of: MV/LV electrical design (including substations), computer networks and their configuration, communication systems technology, data management and data security, infrastructure security, firewalls and intrusion detection systems, programming and scripting languages – and specifically experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, infrastructure based processes Control Systems **(this key expert may not be sub-contracted)**.

Where required, the professional registration numbers of the key personnel must be indicated on the **Schedule 12 : Key Personnel**, Part C5.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

Note:

1. Unless otherwise stated, the use of the term "Engineer" will include someone who holds a minimum of a BTech or equivalent degree in Engineering
2. An engineer, professionally registered in another country, must be registered with ECSA as a Professional Engineer/Technologist. Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain details of all relevant experience. All registration must be active during the evaluation process.
3. Aside from submitting a comprehensive signed CV for each of the key personnel, tenderers must submit a statement for each of the key personnel which highlight any particular fields of specialisation and experience as well as the specific requirements as listed above for each of the key personnel. The CV's must include certified copies of the tertiary qualifications (in English) and professional registration certificates from the relevant professional bodies or councils, the list of projects must include the start and end dates of involvement for each project.
4. Experience will be classified from the date of obtaining a qualification in the relevant engineering field and as per the requirements listed above. Only experience relevant to each position will count towards scoring. For example, a Civil Engineer with 20 years' total experience but only 10 years' experience WWTW design, only the 10 years' experience in WWTW design will count. Only Experience up to and including the date of tender closing will be assessed
5. Please note the professionals listed above may not be allocated more than one of the roles stipulated above.

C.2.1.4.4 **Professional indemnity insurance**

In order to be declared responsive, the tenderer must have the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R20 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled **Professional Indemnity Insurance**.

Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

C.2.1.4.5 **Track record of tenderer**

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed Wastewater Treatment projects in the past 15 years of similar nature as per Scope of Work. Similarity shall be based on the physical size, complexity, methods/technology comparable to the proposed Scope of Work.

C.2.1.4.6 **Minimum score for quality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

Table 1: Summary of quality criteria

Category	Description of quality criteria	Score for Functionality	Weighting factor	Maximum possible score
1	Experience of Tenderer	50	1	50
2	Experience of Key and other Personnel	320	0.15625	50
	Maximum possible score	Not Applicable	Not Applicable	100

The minimum score for quality is **70**. Tenderers that fail to achieve the minimum score for quality will be declared as non-responsive.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to the schedule titled **Certificate of Authority for Joint Ventures**).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the quality criteria is given below:

Category 1: Work Experience of Tenderer (Schedule 11 of Part C5.2)

Tenderers must list, on the schedule titled **Schedule 11: Schedule of Work Experience of Tenderer**, all projects (the analysis and design of new and remedial works) that have been successfully completed by the tenderer in the past 15 years, or that are under construction at time of tender closing. Points will be awarded according to the number and nature of projects listed, with the applicable values as follows:

- a) Number of projects with Wastewater BNR activated sludge experience with capacity equal to or greater than 25 ML/d - up to 30 points (10 points per project).
- b) Number of new Wastewater Sludge Thickening, Stabilisation, Conditioning and Mechanical Dewatering projects at a WWTW with an overall capacity of 25ML/d – up to 20 points (10 points per project).

Note:

If one reference project complies with all three of the above criteria, then it must be **listed under all three criteria separately**.

To allow for the time value of monetary inflation, project construction values must be escalated at 6% per annum from the year of completion, compounded annually, until close of tender. Detailed calculations must be submitted to show how escalation was applied. Only projects 15 years prior to tender closing date will be considered. Tenderers are to supply documentary evidence of award values for e.g. a BAC resolution or award letter

Table 2: Quality Score for Work Experience of Tenderer

Item No.	Description	Project 1	Project 2	Project 3	Maximum Points per Category
1	Number of projects with Wastewater BNR activated sludge experience with capacity equal to or greater than 25 ML/d - (10 points per project).				30
2	Number of new Wastewater Sludge Thickening, Stabilisation, Conditioning and Mechanical Dewatering projects at a WWTW with an overall capacity of 25ML/d – (10 points per project).				20
Total number of points available for these scoring criteria					50

Category 2: Specific experience of Key Personnel and Other Personnel

The overall score for this criterion will be sum of the scores for each of the key personnel and other personnel, with the applicable values as follows:

a. Key Personnel (Schedule 11 of Part C5.2):

Project Engineer/Leader – 18ML/d or greater WWTW projects as an Employer's Agent or Engineer. Projects are either for:

- A new plant of 18ML/d or greater,
- Expansion and upgrade of additional 18ML/d or greater on an existing plant
- 10 points awarded per project up to maximum 30 points

Process Design Engineer on 15 ML/d or greater WWTW projects as a Process Design Engineer. For a project to be considered for scoring, the project must include the design of a combination of at least two of the following:

- Primary, Secondary or Tertiary treatment and/or Dewatering.
- Expansion and upgrade of additional 18ML/d or greater on an existing plant
- 10 points awarded per project up to maximum 30 points

Civil Engineer on 18ML/d or greater WWTW projects as a Civil Engineer. Projects are either for:

- A new plant of 18ML/d or greater
- Expansion and upgrade of additional 18ML/d or greater on an existing plant
- 10 points per project up to a maximum of 30 points.

Chief Resident Engineer on a construction project of R200 million (ex VAT) or greater.

- 10 points per project up to a maximum of 30 points

Mechanical Engineer on 18ML/d or greater WWTW projects as a Mechanical Engineer. Projects are either for:

- A new plant of 18ML/d or greater
- Expansion and upgrade of additional 18ML/d or greater on an existing plant
- 10 points per project up to a maximum of 30 points.

Electrical Engineer on 18ML/d or greater WWTW projects as an Electrical Engineer. Projects are either for:

- A new plant of 18ML/d or greater
- Expansion and upgrade of additional 18ML/d or greater on an existing plant
- 10 points per project up to a maximum of 30 points.

b. Other Personnel (Schedule 11 of Part C5.2):

Structural Engineer – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- ECSA Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as a Structural Engineer (3 points per project to a maximum of 9 points) which must include either:
 - A new plant of 18ML/d or greater
 - Expansion and upgrade of additional 18ML/d or greater on an existing plant

Hydraulic Engineer – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- ECSA Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as a Hydraulic Engineer (3 points per project to a maximum of 9 points) which must include either:
 - A new plant of 18ML/d or greater
 - Expansion and upgrade of additional 18ML/d or greater on an existing plant

Electronic Engineer – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- ECSA Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as an Electronic Engineer (3 points per project to a maximum of 9 points) which must include either
 - A new plant of 18ML/d or greater
 - Expansion and upgrade of additional 18ML/d or greater on an existing plant

Resident Engineers (x2) – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- ECSA Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as a Resident Engineer on a construction project of R150 million (ex VAT) or greater (3 points per project to a maximum of 9 points)

Quantity Surveyor – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- SACQSP Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as a Quantity Surveyor which must include construction projects of R50 million or greater. (3 points per project to a maximum of 9 points)

Architect – Maximum of 20 (twenty) points

- Qualification (maximum 5 points)
- SACAP Professional Registration (maximum 1 point)
- Experience (maximum 5 points)
- Projects as an Architect which must include experience in water and wastewater projects which includes process operations (administration) buildings, workshop buildings and guardhouses (security huts).

Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key and other personnel contain details of all relevant experience and must include registration number for all key and other personnel, where applicable.

Note:

1. The total sum of the points scored for Key Personnel and Other Personnel scores will be pro-rated down to a maximum score of 50 points. The pro-rated score will be 15.625% (i.e., multiplied by 50/320) of the total points for Key Personnel and Other Personnel combined.
2. To allow for the time value of monetary inflation, project construction values must be escalated at 6% per annum from the year of completion, compounded annually, until close of tender. Detailed calculations must be submitted to show how escalation was applied. Only projects 15 years prior to tender closing date will be considered. Tenderers are to supply documentary evidence of award values for e.g. a BAC resolution or award letter.
3. For a project to be included as a substantial upgrade, the project must have included a combination of two of the following:
 - **Upgrade of primary treatment (inlet works and primary sedimentation), capacity of 18 MI/d**
 - **Upgrade of secondary treatment (combination of aeration blower installation and/or bioreactors and/or secondary sedimentation) capacity of 18 MI/d**
 - **Upgrade of tertiary treatment (chlorine or UV disinfection capable of disinfecting an ADWF of 10 ML/d) capacity of 18 MI/d**
 - **Upgrade of sludge dewatering (belt presses) capacity of 18 MI/d**
4. Experience will be classified from the date of obtaining a qualification in the relevant engineering field and as per the requirements listed above. Only experience relevant to each position will count towards scoring. For example, a Civil Engineer with 20 years' total experience but only 10 years' experience in WWTW design, only the 10 years' experience in WWTW design will count. Only Experience up to and including the date of tender closing will be assessed.

Table 3: Quality Score for Key Personnel

Item No.	Key Personnel	Scoring Criteria		
	Discipline	Points per Project	No. of Projects	Max Scoring Points
1	Project Leader	10	3	30
			2	
			1	
2	Process Design Engineer	10	3	30
			2	
			1	
3	Civil Engineer	10	3	30
			2	
			1	
4	Chief RE	10	3	30
			2	
			1	
5	Mechanical Engineer	10	3	30
			2	
			1	
6	Electrical Engineer	10	3	30
			2	
			1	

Table 4: Quality Score for Other Personnel

Item No.	Other Personnel	Scoring Criteria								
	Discipline	Qualifications	Points	Professional Registration	Points	Experience	Points	Points per Project	No. of Projects	Max Scoring Points
1	Structural Engineer	MEng	5	Y	1	≥15+ years	5	3	3	20
		BEng	3	N	0	≥10 - <15 years	3		2	
		BTech	2			<10 years	0		1	
2	Hydraulic Engineer	MEng	5	Y	1	≥15 + years	5	3	3	20
		BEng	3	N	0	≥10 - <5 years	3		2	
		BTech	2			<10 years	0		1	
3	Electronic Engineer	MEng	5	Y	1	≥15+ years	5	3	3	20
		BEng	3	N	0	≥10 - <15 years	3		2	
		BTech	2			<10 years	0		1	
4	Resident Engineer 1	MEng	5	Y	1	≥15+ years	5	3	3	20
		BEng	3	N	0	≥10 - <15 years	4		2	
		BTech	2			≥5 - <10 years	3		1	
						<5 years	0			
5	Resident Engineer 2	MEng	5	Y	1	≥15+ years	5	3	3	20
		BEng	3	N	0	≥10 - <15 years	4		2	
		BTech	2			≥5 - <10 years	3		1	
						<5 years	0			
6	Quantity Surveyor	MSc	5	Y	1	≥15+ years	5	3	3	20
		BSc (Hons)	3	N	0	≥10 - <15 years	3		2	
		BTech	2			≥5 - <10 years	1		1	
						<5 years	0			
7	Architect	MArch	5	Y	1	≥15+ years	5	3	3	20
		BAS (Hons)	3	N	0	≥10 - <15 years	3		2	
		BTech	2			<10 years	0		1	

Table 5: Maximum Scores for Personnel

Category	Maximum Score Available	Tenderer's Score
Key Personnel (Table 3)	180	
Other Personnel (Table 4)	140	
Total Score	320	
Pro-rata Score: Key & Other Personnel (will be carried forward to Table 1)	50	

C.2.1.4.6 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

C.2.7

Clarification meeting

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11

Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12

Alternative tender offers

C.2.12.1

Add the following to C.2.12.1 at the end of the first sentence:

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

- C.2.13 **Submitting a tender offer**
Add the following to C.2.13.1 at the end of the first sentence:
- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- C.2.13.5 *Delete the clause and replace with the following*
- C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- Add the following to C.2.13.6:*
- C.2.13.6 A two-envelope procedure will **not** be followed.
- Add the following sub-clause after C.2.13.9:*
- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:
- Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
 - The electronic version shall not be regarded as a substitute for the issued tender documents.
 - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
 - Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- C.2.15 **Closing time**
Add the following to C.2.15.1 after the first sentence:
- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- C.2.16 **Tender offer validity**
Add the following to C.2.16.1 after the first sentence:
- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
- Delete the clause and replace with the following:*
- C.2.16.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.
- In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the BAC for noting.

- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
 A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
 C.2.18.1 notarized
- C.2.18.1 *Add the following to C.2.18.1 at the end of the first paragraph:*
 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**
- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
- C.2.18.3 *Add the following after C.2.18.2:*
 Tenderers shall fully cooperate with the Employer's external service provider or internal official(s) appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
 Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- In this regard the Tenderer shall submit with his tender or upon request a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- C.2.23 **Certificates**
Add the following after the first sentence:
 The tenderer is required to submit the following:
- C.2.23.1 **Evidence of tax compliance**
 Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**
- Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.
- Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 **Preference Points for Specific Goals**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

Add the follow new clause after C.2.23.2

C.2.24 **Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Deviations and Qualifications by Tenderer** or not.

C.3 **The Employer's undertakings**

C.3.2 **Issue Addenda**

Delete the first sentence and replace with:

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. The issuing of addenda is subject to C1.2.1.

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 **Opening of tender submissions**

Delete C.3.4.2 and replace with the following:

Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where possible, the amount of the bid and the preference indicated.

C.3.8 **Test for responsiveness**

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 **Arithmetical errors, omissions and discrepancies**

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations and SCM Policy as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 90/10 preference point system.

Preference points shall be based on the Specific Goal as per below:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)	Evidence	Additional Guidance
		Above R50 mil		
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i>	1	Proof of disability	Medical certificate/ South African Revenue Services disability registration

	>2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 points		• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
	Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	3	• B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover	• Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit • Certificate of incorporation or commissioned sworn affidavit • Latest financial statements (1 Year)
	Total points	10		

*Ownership: main tendering entity

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** which is included in C5.2 Returnable Schedules.

C.3.11.4 **Risk Analysis**

Notwithstanding compliance the requirements of the tender, the employer will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 **Acceptance of tender offer**

Delete first sentence of C.3.13 and replace with the following):

Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

Delete C.3.13 a) and replace with the following):

- is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- a) reports of poor governance or unethical behaviour, or both;
 - b) association with known notorious individuals and family of notorious individuals;
 - c) poor performance issues, known to the City;
 - d) negative media reports, including negative social media reports;
 - e) adverse assurance (e.g. due diligence) report outcomes;
 - f) where the contractor has been restricted from doing business with the Employer; and
 - g) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.
- C.3.13.2 The Employer reserves the right to nominate a standby supplier at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included in its SCM Policy.
- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. The successful bidder shall, in addition, be advised of the 21-day appeal period, and be notified that no rights accrue to him/her until the bid is formally accepted in writing.
- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- C.3.17 **Provide copies of the contract**
Add the following after the first sentence:
 The number of paper copies of the signed contract to be provided by the Employer is one.
- C.3.19 *Add the following after C.3.19*
 C.3.20 **Negotiations with preferred tenderers**
 The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
- a) does not allow any preferred tenderer a second or unfair opportunity;
 - b) is not to the detriment of any other tenderer; and
 - c) does not lead to a higher price than the tender as submitted.
- If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.
- Minutes of any such negotiations shall be kept for record purposes.
- The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.
- In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

Annex C (normative) Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 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 fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has the legal capacity to enter into the contract;

- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

CONTRACT NO. 266C/2024/25



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515 | Approved by Branch Manager: 15/07/2024

Version: 5.4

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CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

THE CONTRACT

ISSUED BY:

**DIRECTOR: BULK SERVICES
DIRECTORATE CITY OF CAPE
TOWN**
8 Voortrekker Road and Mike
Pienaar Blvd,
Bellville,
CAPE TOWN,
7530

For official use.

TENDER SERIAL No.:

SIGNATURES OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

JULY 2024

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part C1: Agreements and Contract Data

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MEMORANDUM OF AGREEMENT

FOR

PROJECT TITLE

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

CONTRACTOR	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Contractor” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE CONTRACTOR	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

Preamble

WHEREAS the City of Cape Town is desirous to award this Tender to the successful Contractor;

AND WHEREAS the City of Cape Town will consider and evaluate the offer made by the Tenderer/Contractor;

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the City's Bid Adjudication Committee (BAC);

AND WHEREAS the Tenderer/Contractor agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, upon the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act and the furnishing of a duly counter signed contract by the City to the Contractor reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015),
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Contractor
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

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

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

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

Rand

..... (in words);

R(in figures)

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

Contractor	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

For official use.		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Acceptance

By signing this part of this form of offer and acceptance, the City of Cape Town accepts the tenderer's (now Contractor's) offer. In consideration thereof, the City of Cape Town shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the City of Cape Town and the contractor upon the terms and conditions contained in this document.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

The contractor shall within two weeks after receiving a completed copy of the contract, including the schedule of deviations (if any), contact the City of Cape Town 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 contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of the contract.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the contractor and confirms receipt from the City of Cape Town of one complete, signed copy of this contract containing price schedule as awarded by the BAC, including the schedule of deviations (if any).

CITY OF CAPE TOWN	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Accepted contract sum including tax	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

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

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

TENDER NO. 266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

(TO BE FILLED IN BY THE CONTRACTOR)

Confirmation of Receipt

The contractor identified in the offer part of the Contract hereby confirms receipt from the City of Cape Town (identified in the acceptance part) of 1 (one) complete, signed copy of the Contract containing price schedule as awarded by the BAC, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS.

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

Status Quo Design Review Completion:	3 Months after Commencement Date
Construction Monitoring Handover:	3 Months after Commencement Date

Stage 5 Completion: 44 Months after Commencement Date
Stage 6 Completion (Defects Liability Period): 54 Months after Commencement Date
Process Control Training, Maintenance and Assistance (18 Months): 62 Months after Commencement Date

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS**

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: WATER AND SANITATION.**

The address for receipt of communications is:

Telephone: (021) 400 3620
Postal Address: PO Box 298
CAPE TOWN
8000

Physical Address: 8 Voortrekker Road and Mike Pienaar Blvd,
Bellville,
CAPE TOWN,
7530

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:
hand delivered – on the working day of delivery
sent by registered mail – five (5) working days after mailing
sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **OFFICE** of the service provider, together with the site of the proposed capacity extension for Macassar Wastewater Treatment Works situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

g) a change in the cost of the construction works applicable to the services

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

Penalty for not performing the services within the period of performance: R15 000.00 ex VAT per day.

The maximum penalty amount will not exceed 10% of the total contract value.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services Table 1** published by Statistics South Africa.

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

Clause 3.18 Protection of Personal Information Act of 2013

- 3.18.1 By submitting a tender to the Employer, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Contractor thereby acknowledges and unconditionally agrees:
- 3.18.2 that the Contractor has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the Employer's reporting purposes;
- 3.18.3 to the collection and processing of the Contractor's personal information by the Employer and agrees to make available to the Employer, all information reasonably required by the Employer for the above purposes;
- 3.18.4 that the personal information the Employer collects from the Contractor or about the Contractor may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 3.18.5 that, the Contractor indemnifies the Employer and its officials, employees, and directors and undertakes to keep the Employer and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the Employer (including the costs incurred in defending or contesting any such claim) in relation to the Contractor or the Contractor's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the Employer's failure to obtain the Contractor's consent or to notify the Contractor of the reason for the processing of the Contractor's personal information;
- 3.18.6 to the disclosure of the Contractor's personal information by the Employer to any third party, where the Employer has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 3.18.7 that, under POPIA, the Contractor may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the Employer in relation to you, subject to applicable law; and
- 3.18.8 that under POPIA, subject to applicable law, the Contractor also has the right to be notified of a personal information breach and the right to object to, or restrict, the Employer's processing of its personal information.

- 3.18.9 All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982
Via email at: Popia@capetown.gov.za.

Clause 4.7:

Add the following:

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

Add the following clause after Clause 4.7:

Clause 4.8 Performance Monitoring

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - (i) reports of poor governance and/or unethical behaviour;
 - (ii) association with known notorious individuals and family of notorious individuals;
 - (iii) poor performance issues, known to the Employer;
 - (iv) negative social media reports;
 - (v) adverse assurance (e.g. due diligence) report outcomes;
 - (vi) where the contractor has been restricted from doing business with the Employer; or
 - (vii) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

at any time, terminate the Contract by giving written notice to the Supplier; or

- a) accept a contractor’s proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated..

- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9:

Delete the clause and replace with the following:

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16: Support resources:

The tenderer must have access to, and familiarity with, a competent structural analysis software package that is capable of modelling the various elements of a wastewater treatment plant, as well as any other relevant software such as MS Office, AutoCAD, Adobe Acrobat Professional, etc. Details of the software package that will be used must be indicated on the schedule titled Schedule 13: Support Resources, Part T2.2: Returnable Schedules.

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:.....

.....

Telephone:

Facsimile:

Email:.....

The **authorised and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:.....

.....

Telephone:

Facsimile:

Email:.....

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C1.3 Occupational Health and Safety Agreement

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

..... ,
(Service Provider/Mandatory/Company/CC Name)

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 266C/2024/25

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

NAME OF CONTRACTOR: _____

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: _____

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions.....	54 – 55
C2.2 Activity Schedule.....	56 – 64

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
12. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.30/km (excluding VAT).
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C2.2 Activity Schedule

1: PROVISION FOR TIME-BASED ENGINEERING SERVICES - DESIGN REVIEW

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
1	Time based fee for Engineering Services				
	Professional Engineering Services				
1.1	Project Leader/Engineer (as per Key Personnel requirements)	Hour	450		
1.2	Process Design Engineer (as per Key Personnel requirements)	Hour	450		
1.3	Civil Engineer (as per Key Personnel requirements)	Hour	600		
1.4	Mechanical Engineer (as per Key Personnel requirements)	Hour	450		
1.5	Electrical Engineer (as per Key Personnel requirements)	Hour	450		
1.6	Civil Engineer (Category A)	Hour	150		
1.7	Civil Engineer (Category B)	Hour	250		
1.8	Civil Engineer (Category C)	Hour	600		
1.9	Civil Engineer (Category D)	Hour	850		
1.10	Mechanical Engineer (Category A)	Hour	150		
1.11	Mechanical Engineer (Category B)	Hour	250		
1.12	Mechanical Engineer (Category C)	Hour	600		
1.13	Mechanical Engineer (Category D)	Hour	850		
1.14	Electrical Engineer (Category A)	Hour	100		
1.15	Electrical Engineer (Category B)	Hour	150		
1.16	Electrical Engineer (Category C)	Hour	450		
1.17	Electrical Engineer (Category D)	Hour	550		
1.18	Electronic Engineer (Category A)	Hour	100		
1.19	Electronic Engineer (Category B)	Hour	150		
1.20	Electronic Engineer (Category C)	Hour	450		
1.21	Electronic Engineer (Category D)	Hour	600		
1.22	Structural Engineer (Category A)	Hour	150		
1.23	Structural Engineer (Category B)	Hour	300		

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
1.24	Structural Engineer (Category C)	Hour	550		
1.25	Structural Engineer (Category D)	Hour	550		
1.26	Architect: Principal (Specialist)	Hour	150		
1.27	Architect: Principal (>10 years experience)	Hour	300		
1.28	Architect: Principal (<10 years experience)	Hour	300		
1.29	Project Coordinator (as per Scope of Requirements)	Hour	550		
1.30	Hydraulic Engineer (Category B)	Hour	300		
1.31	Draughtsman/CAD Operator	Hour	1100		
TOTAL OF ITEM No. 1 TO SUMMARY			R		

2: PROVISION FOR TIME-BASED ENGINEERING SERVICES - CONSTRUCTION AND DEFECTS LIABILITY PERIOD

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
2	Time based fee for Engineering Services - Construction and Defects Liability Period				
	Professional Engineering Services				
2.1	Project Leader/Engineer (as per Key Personnel requirements)	Hour	4300		
2.2	Process Design Engineer (as per Key Personnel requirements)	Hour	1300		
2.3	Civil Engineer (as per Key Personnel requirements)	Hour	4300		
2.4	Mechanical Engineer (as per Key Personnel requirements)	Hour	3500		
2.5	Electrical Engineer (as per Key Personnel requirements)	Hour	3500		
2.6	Civil Engineer (Category A)	Hour	1500		
2.7	Civil Engineer (Category B)	Hour	3000		
2.8	Civil Engineer (Category C)	Hour	6200		
2.9	Civil Engineer (Category D)	Hour	12 300		
2.10	Mechanical Engineer (Category A)	Hour	1300		

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
2.11	Mechanical Engineer (Category B)	Hour	2800		
2.12	Mechanical Engineer (Category C)	Hour	4300		
2.13	Mechanical Engineer (Category D)	Hour	10 000		
2.14	Electrical Engineer (Category A)	Hour	900		
2.15	Electrical Engineer (Category B)	Hour	1800		
2.16	Electrical Engineer (Category C)	Hour	6500		
2.17	Electrical Engineer (Category D)	Hour	8100		
2.18	Electronic Engineer (Category A)	Hour	1000		
2.19	Electronic Engineer (Category B)	Hour	1800		
2.20	Electronic Engineer (Category C)	Hour	6500		
2.21	Electronic Engineer (Category D)	Hour	8200		
2.22	Structural Engineer (Category A)	Hour	1500		
2.23	Structural Engineer (Category B)	Hour	2700		
2.24	Structural Engineer (Category C)	Hour	6500		
2.25	Structural Engineer (Category D)	Hour	10 000		
2.26	Architect: Principal (Specialist)	Hour	1500		
2.27	Architect: Principal (>10 years experience)	Hour	2700		
2.28	Architect: Principal (<10 years experience)	Hour	3500		
2.29	Salaried Staff (registered architectural professionals performing work of an architectural nature under direction and control)	Hour	900		
2.31	Landscape Architect: registered professional (minimum 6 years experience)	Hour	900		

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
2.32	Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	Hour	880		
2.33	Project Coordinator (as per Scope of Requirements)	Hour	9200		
2.34	Hydraulic Engineer (Category B)	Hour	1400		
2.35	Draughtsman/CAD Operator	Hour	22 400		
2.36	Document Controller/Administrator	Hour	9300		
2.37	Financial Controller/Administrator	Hour	9100		
TOTAL OF ITEM No. 2 TO SUMMARY			R		

3: ADDITIONAL SERVICES

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
3.1	Liaise & Co-ordinate with existing PSP	Sum	1		
	Provide a level 3 construction monitoring service consisting of the following team:				
3.2	Chief Resident Engineer (Key Personnel)	Month	46		
3.3	Resident Engineer 1 (Civil)	Month	46		
3.4	Resident Engineer 2 (Civil)	Month	92		
3.5	Assistant Resident Engineers (x4) (Civil)	Month	180		
3.6	Resident Engineer (Mech)	Month	24		
3.7	Assistant Resident Engineers (x3) (Mech)	Month	72		
3.8	Resident Engineer (Electrical)	Month	24		
3.9	Assistant Resident Engineers (x3) (Electrical & Electronic)	Month	50		
3.10	Construction Health and Safety Agent (Act as Employers Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014).	Month	45		
3.11	Additional Health and Safety Services with the Employer's Approval	Hour	800		
3.12	Provide an Environmental Control Officer (ECO) as described in the Scope of Work	Month	44		
3.13	Registered Environmental Assessment Practitioner	Hour	700		

Item No.	Activity Description	Unit	Quantity (Estimated)	Rate	Amount R c
3.14	Environmental Assessment Practitioner Assistant	Hour	700		
3.15	Public Participation Practitioner	Hour	250		
3.16	Biodiversity Offset Specialist	Hour	300		
3.17	Water Use authorisation Specialist	Hour	150		
3.18	Aquatic Specialist	Hour	100		
3.19	Geotechnical Specialist	Hour	2800		
3.20	Hazardous Substances Management specialist (Major Hazardous Installations, working with hazardous materials)	Hour	560		
3.21	Land Surveyor	Hour	220		
3.22	Laboratory Testing and Analyses	Provisional Sum	1		250 000.00
3.23	Profit Mark up and Overhead on Item 3.22	%			
3.24	Additional services beyond the Scope of Normal Services at the Employer's Approval	Hour	1700		
3.25	Applying for wayleave conditions and approvals from all services authorities	Sum	1		
3.26	Services related to preferential procurement and targeted participation	Sum	1		
3.27	Factory Acceptance Tests and Inspections	Provisional Sum	1		250 000.00
3.28	Profit Mark up and Overhead on Item 3.27	%			
TOTAL OF ITEM No. 3 TO SUMMARY			R		

4: RECOVERABLE EXPENSES (DISBURSEMENTS) – ALL DISCIPLINES

Item No.	Description	Unit	Quantity (Estimated)	Rate	Amount R c
	Recoverable expenses in respect of printing/copying as specified below:				
4.1	Printing: size A0 (monochrome),	No.	1000		
4.2	Printing: size A1 (monochrome),	No.	1000		
4.3	Printing: size A2 (monochrome),	No.	1000		
4.4	Printing: size A3 (monochrome),	No.	1000		
4.5	Printing/copying: size A4 (monochrome),	No.	5000		
4.6	Printing: size A0 (colour),	No.	1000		
4.7	Printing: size A1 (colour),	No.	1000		
4.8	Printing: size A2 (colour),	No.	1000		
4.9	Printing: size A3 (colour),	No.	1000		

Item No.	Description	Unit	Quantity (Estimated)	Rate	Amount R c
4.10	Printing/copying: size A4 (colour),	No.	5000		
4.11	Recoverable expenses for Information Management System	Month	56		
4.12	Compilation and binding of reports/tender documents, books of drawings.	No.	50		
4.13	Electronic Data provided on USB Memory Stick (128GB)	No.	5		
4.14	Cost of accommodating and supervising up to two City employees with Service Provider to gain design and on-site experience	Month	12		
4.15	Recoverable expenses in respect of travelling.	Sum	1		
TOTAL OF ITEM No. 4 TO SUMMARY			R		

CITY OF CAPE TOWN

WATER AND SANITATION

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1	R
B: TOTAL OF ITEM No. 2	R
C: TOTAL OF ITEM No. 3	R
D: TOTAL OF ITEM No. 4	R

E: SUB-TOTAL (A TO D)	R
F: CONTINGENCIES	
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	R

G: TOTAL INCLUDING CONTINGENCIES	R
H: VALUE ADDED TAX	
ADD: VAT at the rate of 15% of H above	R

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

DECLARATION (In respect of completeness of Tender)

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

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS** been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

Pages	
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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

C3.1 Scope of Work

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1. INTRODUCTION

The Macassar Wastewater Treatment Works (WWTW) is owned and operated by the City of Cape Town. The catchment areas currently served by the Macassar WWTW include the areas of Somerset West, Strand, part of Gordons Bay, Helderberg and Macassar. In addition, there is the areas of Blackheath and Eerste River which forms part of the Zandvliet catchment area that can contribute to the Macassar WWTW flows via the Black-Mac Outfall Sewer.

The works receives primarily domestic wastewater and has a documented hydraulic capacity of approximately 48 Ml/d average dry weather flow (ADWF). The treated effluent from the plant is discharged into the Eerste River and a small portion is also recycled for both off-site and on-site use. Due to the sustained population growth and development in the False Bay region, a shortfall in treatment capacity has been experienced. In addition, the Macassar WWTW is also experiencing several operational problems which have impacted the effluent quality discharged into the Eerste River.

The treatment processes comprise two activated sludge process modules (ASP) and although the existing Works has a documented design capacity of 48 Ml/d, there are several process unit constraints limiting the actual treatment capacity to 21.5 Ml/d based on modelling work undertaken in 2022. The existing treatment process is not capable of meeting the existing Water Use License requirements. Majority of the civil infrastructure has reached the end of its life expectancy, and the mechanical and electrical equipment is in poor condition or has exceeded its life expectancy, it was not deemed feasible to refurbish or repurpose the majority of the existing Macassar WWTW infrastructure.

Following an Environmental Impact Assessment process, authority was granted on 7 July 2016 by the Department of Environmental Affairs and Development Planning (DEADP) for the upgrading of the Works to an extended treatment capacity of 80Ml/d ADWF. However, due to the time that passed since the approval in 2016, a new design was undertaken where alternative technology options were identified which will enable the works to run more efficiently and improve the quality of the effluent being discharged to the estuary. The extent of the new design triggered additional listed activities which requires environmental authorisation. A Basic Assessment is therefore required for the authorisation of new listed activities and for the amendment of the existing environmental authorisation to reflect the proposed project design changes.

A Professional Service Provider was appointed in November 2021 for the Upgrade and Capacity Extension of the Macassar WWTW, however, their contract will come to fruition on the 30 September 2026. Therefore a Professional Service Provider is required to provide the professional services necessary to carry out completion of the implementation of this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

As the project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. This process will run subsequent to the provisional award of this tender/contract by the City of Cape Town Supply Chain Management.

2. BACKGROUND

The Macassar WWTW is located between Khayelitsha and Strand, along the False Bay coastline. The site is bound to the south by the sea and the Macassar beach complexes to the southwest. On the east the site is bound by the Eerste river. The site is bound to the South by the sea and the Macassar beach complex lies to the Southwest. On the East, the site is bound by the Eerste River, with industries beyond the river. There is no development to the West of the site, and it is an open vegetated dune landscape. The nearest residential area is the Macassar suburb. This suburb is located 0.6 km from the WWTW and has expanded over the years, but without crossing the Macassar Road. Access to the Macassar WWTW is via Exit 32 on the N2 freeway, Cape Town.

The WWTW was originally constructed in 1977, with the first phase of construction including the inlet works, a carousel biological reactor, two secondary settling tanks (SSTs), as well as an office and a laboratory. The treatment capacity was then expanded in 1988 with a second phase of construction, which entailed the addition of a second carousel biological reactor and two additional SSTs. A further upgrade to the WWTW took place in 2002, which saw two additional SSTs and the mechanical dewatering facilities being added to the works.

The site is spread over approximately 62.1 hectares and the current treatment infrastructure comprises an inlet works (screening and grit removal), two carousel ditch-activated sludge reactors, six (6) circular SSTs, a chlorine disinfection facility (gas), maturation ponds, a sludge dewatering facility and a dewatered sludge silo. The works also include an effluent re-use infrastructure which entails a filter building and a final effluent pump station. The treated effluent from the plant is discharged into the Eerste River and a small portion is also recycled for both off-site and on-site use. The existing Works has a documented hydraulic capacity of approximately 48 Ml/d average dry weather flow (ADWF), however, it is experiencing capacity and process constraints limiting the actual treatment capacity.

Due to the sustained population growth and development in the False Bay region, a shortfall in treatment capacity has been experienced at the Macassar WWTW. The Macassar WWTW is also experiencing several operational problems which have impacted the effluent quality discharged into the Eerste River. These challenges have resulted in the City of Cape Town prioritising the upgrade of the Macassar WWTW. In November 2021, the City of Cape Town appointed a Professional Service Provider to undertake the Macassar WWTW, 32 Ml/d Capacity Extension and Associated Infrastructure Refurbishment. Therefore, the overall aim of this project entails the upgrade and capacity extension of the existing WWTW. This included a refurbishment of selected infrastructure and an extension of the treatment capacity to 80 Ml/d ADWF, with an option to further extend the plant's treatment capacity in the future to an ultimate design capacity of 120 Ml/d ADWF. The refurbishment and extension is applicable to the primary, secondary and tertiary treatment processes at the Macassar WWTW. The aim of the project was for the appointed professional consulting engineering services to complete project lifespan including the Contract Inspection and Administration and Close Out stages for the Upgrade and Expansion of the Macassar WWTW. Due to the completion date of the Contract 194C/2020/21 in financial year 2025/26, the appointment for professional consultancy services is required for the successful completion of the Macassar WWTW upgrade i.e. the Contract Inspection and Administration and Close Out stages.

The construction contracts for the Macassar WWTW upgrade of 191Q/2023/24 Design Build of Mechanical and Electrical Works for the Upgrading and Expansion of the Macassar Wastewater Treatment Works and 203Q/2023/24 Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works are currently in tender adjudication period. The 191Q/2023/24 is based on the International Federation of Consulting Engineers (FIDIC) 1999 conditions of Contract and the 203Q/2023/24 based on the South African Institute of Civil Engineering (SAICE) General Conditions of Contract 2015.

This appointment seeks to appoint a professional consultancy to take over the professional consultancy roles and responsibilities of the currently appointed professional consulting engineer under Contract 194C/2020/21 for the remaining Contract Inspection and Administration and Close Out stages.

3. EMPLOYER'S OBJECTIVE

The objective of this tender is to procure professional services by appointing a suitably qualified and experienced professional engineering consultant to replace the current Professional Services Provider (PSP) for the remaining Contract Inspection and Administration and Close Out stages of the upgrade and expansion of the Macassar WWTW project. In addition, a liaison period between the 194C/2020/21 PSP and the PSP appointed under this tender will be required to ensure successful handover between the two parties. There will be a 6 month overlap between the current PSP and the PSP appointed under this contract which will take place over the Contract Inspection and Administration stage. **It should be noted that the new PSP will be required to accept Design & Professional Liability of any amendments or changes to the current design/s during the review period.**

Cognisance is also to be taken into account that the Construction Contracts will be under way at the time of award and commencement of this contract and any hindrance to construction activities will result in delay claims by each of the appointed Contractors. The Employer's intent is to continue with the existing design philosophy already established without hinderance to the on-going construction phase. Hence the appointed PSP is to take due consideration during the PSP liaison period and must make every effort to avoid any impact or delays to construction activities. Should there be a delay to the construction contracts attributable to poor handling of the Design Review, as determined by the Employer, between the PSP's, the Employer will apply penalties to the PSP appointed via this tender.

Tasks associated with this appointment includes but not limited to project management, contract management, site investigation, site supervision, detailed surveys and similar tasks; obtaining all approvals and permits; construction; commissioning of the Macassar Wastewater Treatment Plant expansion including the Trial Operation periods, local flood protection works; local landscaping works; construction of access roads; training of the relevant City of Cape Town staff and anything else necessary to complete the Works for the intended purpose.

Life cycle costing with a high priority given to waste to energy, energy efficiency, minimisation and conservation and the environment shall be applied to all applicable design decisions or any changes proposed.

The appointed PSP must be able to manage the necessary design changes and preparation of the construction documentation and drawings, co-ordinated designs, as well as an overall remaining time programme which will show the time for each construction contract, reports associated with the implementation of the project, supervise, administer and manage the associated contracts in a cost effective and technically competent manner, to co-ordinate the different works comprising the project. The appointed PSP must take note that aspects of the civil design (i.e., process units and buildings) is dependent on the Mechanical & Electrical design and can only be confirmed during construction phase as the Mechanical and Electrical (M&E) Contract progresses in terms of their programme and milestone dates. The M&E design is expected to be completed by September 2026.

The appointed PSP must have the skills, track record, experience and capacity to undertake this project. Due to the nature of this tender, the appointed PSP will have to administer the existing construction contracts, as well as his/her sub-consultant appointment such as Health and Safety, Environmental (including Biodiversity), architectural, landscaping architectural services, etc which will form part of the appointed PSP's scope of services. The appointed PSP will be required to manage contracts documentation, arranging other professional services, permit application if required, contracts administration, supervision of construction, environmental control, acting as the employer's safety agent in respect of the Occupational Health and Safety Act, and other work generally associated with the 80 Ml/day design capacity expansion and upgrade of the Macassar WWTW.

The appointed PSP must take cognisance that new facilities and upgrades required can continue to be constructed while maintaining the "Live" conditions of the existing Plant. It is noted that consideration has gone into the "Phasing of the Works" under the current design in which the Works is phased into two phases, namely Phase 1 and 2. This will allow for the new structures to be built first whilst the existing Works remains operational before flow is diverted through the new structures whilst the existing structures are modified.

The Employer's objective for this tender is to appoint Professional Engineering Consultants (the PSP) to carry out, amongst others, but not limited to project administration, and reporting on the items listed below

(a to d) at the Macassar WWTW in order to build a new WWTW and upgrade some of the existing infrastructure.

a) Upgrade and extension of the existing plant in terms of Civil, Mechanical and Electrical works:

- New inlet works and a primary sludge handling facilities will be constructed, to accommodate the total incoming flow (ADWF of 80 Mℓ/d and associated PWWF of 360 Mℓ/d).
- Primary Settling Tank Splitter: A new 6-way primary settlement tank splitter to split the flow to four new primary settling tanks.
- Primary Settling Tanks (PSTs): Four (4) 32.0m PSTs with a sloped bottom floor will be built and equipped for 80 Mℓ/d.
- Reactor Flow Splitter: A new 6-way reactor flow splitter to split the flow to two (2) new biological reactor modules.
- Biological Reactors: Two (2) new reactor modules with Four (4) reactors will be built for 80 Mℓ/d, with the UCT process as the base configuration with the option to switch to a Modified Ludzack-Ettinger (MLE) process.
- Offline Balancing Tank: Modifying the existing biological reactor into an offline balancing tank.
- Secondary Settling Tanks Distribution/Mixing Chamber: A new distribution/mixing chamber which collects the mixed liquor from the reactor modules and splits the flow to the secondary settling tank splitters.
- Secondary Settling Tanks Splitter: Two (2) new 6-way secondary settling tank splitters to split the flow into new secondary settling tanks.
- Secondary Settling Tanks (SSTs): Twelve (12) new 34.0m diameter secondary settlement tanks with sloped bottom floors.
- Effluent Channels: Will comprise of an outlet channel to collect the treated effluent from the SST's and direct the flow into the disinfection system.
- Disinfection: A hybrid system of gas chlorination and UV disinfection. An open channel UV system and a Chlorine Contact Tank will be built and equipped for 80 Mℓ/d.
- Primary Sludge Screening Facility: New primary sludge screening facilities will be constructed, to accommodate the total incoming flow (ADWF of 80 Mℓ/d).
- Gravity Thickeners: Primary sludge will be treated through thickening in two (2) new 13.5m diameter gravity thickeners.
- Anaerobic Digesters: Two (2) new 21 m diameter mesophilic anaerobic digesters.
- Waste Activated Sludge (WAS) Holding Tanks: Four (4) new WAS holding tanks to store wasted sludge.
- Primary Sludge (PS) Holding Tanks: Two (2) new PS holding tanks to store primary sludge.
- Dewatering Building: PS and the WAS will be thickened on linear screens and dewatered via belt presses, building will be designed and equipped for 80 Mℓ/d.
- Sludge Silos: Four (4) sludge silos to store the primary and secondary sludge cake before disposal off site.
- Gas Holding Tanks: Two (2) new 24.0m diameter gas storage tanks, with gas cleaning facility.
- Ancillary Structures: The construction of small concrete structures including flow diversion, flow division, flow measurement, collection chambers and outlet structures.
- Pump Stations: Main Sludge Transfer Pump Station, Return Flow Pump Station, Return Activated Sludge Pimp Station, Treated Sewage Effluent Pump Station and Service Water Pumpstation.
- Buildings: Blower and Electrical Building, Boiler House, Chlorination Building, MV Intake Substation Combined Heat and Power Building, Weighbridge, Process Operations Building, Workshop and Stores Building, Guard House, Security Hut and various electrical buildings.
- Interconnecting Pipework: The interconnecting pipework associated with directing flow through the new structures and connecting to the existing structures. It will also include the pipelines which will serve as overflow or emergency bypass pipelines.
- Roadworks: Main access road (tarred), internal roads (paved and gravel) and public road to beach (gravel).
- Stormwater Drainage: New stormwater drainage systems that includes pipes, channels, inlet catchments and head walls to direct surface water off site.
- Networks: New on-site potable, sewage and service water reticulation networks, amongst others.

b) General project requirements:

- Address all process bottlenecks and capacity constraints.

- Processes and peak factors shall be suitable for local conditions and the current as well as future wastewater characteristics.
 - All designs must consider and incorporate energy efficient measures.
 - The facility must meet all applicable regulations and appropriate current and future standards as determined by DWS, including standards for effluent reuse for unlimited irrigation and industrial reuse.
- c) Design
- Status Quo and Design Review Report of findings, conclusions and recommendations, etc.
 - Presentation and meeting/s with existing PSP and CCT representatives regarding the report findings and recommendations.
 - Review of existing design drawings, design reports, specifications, tender/contract documents, construction information planning, data storage and information management, etc.
 - Design Review of and finalising Civil Design of the work undertaken by previous PSP and any optimisation of the Civil Design, which includes but is not limited to the following:
 - The review, updating and finalising of the Hydraulic Design
 - The review, updating and finalising of the Civil Design of the process units and buildings which hosts mechanical and electrical equipment.
 - The structural design and production of steel and reinforcing drawings based on final Civil Design of process units and buildings.
 - Preparation of additional Civil Designs which may be required/necessary for adequate construction, completion and defects correction of the Works.
 - Increase reliability, ease of operation and maintenance scope by including standby, bypass and isolation equipment and capacity.
 - Complete architectural design for required buildings including facilitation of Stage 5 and 6 of the architect's scope
 - Complete landscape design for the overall works in terms of Stages 1-4
 - Review and verification of Mechanical design (by the PSP, i.e. tender documents and previous design reports), including consideration of output of HAZOP and HAZAC on the design
 - Review and verification of Electrical and Electrotonic design (by the PSP, i.e. tender documents and previous design reports), including consideration of output of HAZOP and HAZAC on the design.
- d) Construction
- Site Monitoring Review and Handover:
 - Review of current site monitoring record keeping functions, procedures, records, etc;
 - Handover requirements and procedure for seamless impact on construction activities.
 - Site Monitoring Review and Handover Report of findings, conclusions and recommendations, etc.
 - Presentation and meeting/s with existing PSP and CCT representatives regarding the report findings and recommendations.
 - Facilitation of the Hazard and Operability (HAZOP) Workshop and Hazardous Impact (HAZAC) Assessment.
 - Review and verification of Mechanical and Electrical design including consideration of output of HAZOP and HAZAC on the design
 - Administer, manage project and supervise the construction of the project (Civil and M&E Contracts).
 - Define occupational health and safety roles, responsibilities and accountability between Operations, Civil contractor and Mechanical & Electrical contractor.
 - Appoint an Environmental Control Officer to ensure compliance with the environmental authorisation during construction.
 - Appoint a Health and Safety Agent Officer to ensure compliance with the OHS Act during construction.
- e) Other
- Administer the provisions of the OHS Act through an independent Health and Safety Officer, as well as the Environmental Authorisation.
 - All ancillary work associated with the design and construction activities such as applications for way leaves, approvals, permits, etc.

- Assess the power requirement and complete application to Eskom for upgrade of incoming power supply to the Wastewater Treatment Plant and reporting.
- Prepare all documentation as required for the Budget Facility for Infrastructure Grant funding and any other service as may be required in order to successfully complete the project.
- City of Cape Town Stage Gate Reporting (in terms of the latest Stage Gate Review Guideline). Specifically, completing the Reporting relating to the 'Project Execution' phase (in terms of the project lifecycle).

4. DETAILS OF CONSTRUCTION WORKS

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

1. 191Q/2023/24 – Design Build of Mechanical and Electrical Works for the Upgrading and Expansion of the Macassar Wastewater Treatment Works
2. 203Q/2023/24 - Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works

The civil work associated with the upgrade and expansion of the Macassar WWTW comprise of the construction of water retaining structures, pipelines and interconnecting pipework, earthworks and storm water drainage, access roads and ancillary works, control and administration buildings, modifications of some of the existing structures and buildings and other works. The mechanical/electrical work is for the mechanical design, procurement, installation, commissioning, trial operation of mechanical, electrical and electronic equipment.

As the tender awards for the construction contracts have not been finalised yet by the City of Cape Town details in terms of the project completion milestones will be made available to the appointed PSP.

5. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

5.1 Engineering Services

- a) Identify and Define project constraints and criteria
 - Constraints should be defined (criteria), quantified (i.e., weighting assigned) and mitigated;
 - Carefully define each criteria based on current construction drawings;
 - Include cost as a criteria, including capital, operation/maintenance, and present value;
 - Include sustainability as a criteria.
- b) Review discharge and reuse options, including at a minimum:
 - Discharge (existing and new facilities) into Eerste River;
 - Potential for reuse (Potable, Irrigation reuse, Agricultural reuse Industrial)
 - Industrial reuse.
- c) Design selected management options
 - Run detailed sizing calculations accounting for seasonal climate variability and produce preliminary plan and profile views of the processes; (Part of Design Review)
 - Sizing necessary pipes, pumps, aerators, etc.; (Part of design review)
 - Recommended specific types (models) for pumps, aerators, lining, etc. (Part of design review)
 - Hydraulic calculations and profiles. (Part of design review)
- d) Refined Cost Estimate
 - Life Cycle Cost (LCC) and Life Cycle Assessment (LCA); (Part of design review)
 - Operation and Maintenance (O&M) costs, and likely user fees. (Part of design review)
- e) Construction of facilities
 - Staging of construction operations; (Part of design review)
 - Maintaining current wastewater treatment capacity during construction;

- Skills and equipment needed from inside/outside community.
- f) Operation and Maintenance Guidelines
- Level of Operator Certification needed; (Part of design review)
 - Start-up considerations; (Part of design review)
 - Monitoring, including per permit requirements;
 - Routine maintenance (for pumps, etc.). (Part of design review)
- g) References
- Utilize industry standards for design and peer reviewed documents; (Part of design review)
 - Complete documentation of sources is required throughout the written reports. (Part of design review)
- h) Project Management
- Appropriate project management should be provided throughout the project and should consist of the following items, as a minimum:
- Complete work within budget limits and on schedule;
 - Provide appropriate quality control of the work.

5.1.1 Normal Services

The provision of all services described in: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as gazetted in Government Gazette No. 44333 on Page 386 , 26 March 2021.

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

5.1.1.1 Stage 1 – Inception

Not required as part of this tender.

5.1.1.2 Stage 2 – Concept and Viability

Not required as part of this tender.

5.1.1.3 Stage 3 – Design Development

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

All required drawings are to be produced and applications for approval of such drawings must be made to the relevant Local Authority. The Service Provider is required to manage the entire process and to ensure the approval of such applications.

All designs, specifications and standards to be confirmed in consultation with the City's designated Branch managers and all such documents are to be agreed upon prior to providing the Contractors with confirmation of such design and/or specifications.

The Service Provider shall be responsible for design development as contemplated under Part C3: Scope of Work, Section 3, Clause c) Design and Part C3: Scope of Work, Section 5.1 Engineering Services. This includes preparation of any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the Works. Design deliverables shall include, but not limited to:

- Review and update and approval of previous design reports
- Review of surveys and approval geotechnical reports
- Review, Verification and Approval of Design-Build by the Mechanical-Electrical (M&E) contractor as contemplated
- Redesign, amendment, review and re-approval of previous Civil designs (including Civil Drawings and Structural Design related drawings and schedules) as a result of a change in the M&E design or due to changes in site conditions
- Assessment, verification and updating of detailed design and construction drawings

- Tests and verifications of the following:
 - Treatment efficiency and effectiveness
 - Energy consumption
 - Consumption of chemicals
 - Water consumption
 - Odour emissions

5.1.1.4 Stage 4 – Documentation and Procurement

Not required as part of this tender.

5.1.1.5 Stage 5 – Contract Administration and Inspection

The management and administration of the construction contract, and management of all project work streams, including the necessary documentation to facilitate effective execution of the works (as indicated in the tables below), is required. This includes co-ordination of the inspection of the works by the other members of the professional team (including the architect and the landscape architect) as and when necessary.

Construction documentation labelled “for construction” must be issued to the contractor and consulting team as so required by the guideline scope of works of the professional councils and contract documents which form part of this document. The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider is to ensure, insofar as normal services for each discipline required, that the construction works are carried out in strict compliance with the specifications and details as included in the construction contract documents. The full financial and contractual management of the project is required to be performed. The Service Provider is to ensure that the construction is performed with due diligence and that all project milestones are achieved.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted. The Service Provider shall not issue any variations, unless approved by the Employer.

The financial and contractual management of this project is of vital importance to the Employer. It will be required from the Service Provider that weekly contract progress reports are submitted to the Employer detailing progress, disruptions, delays, cost status, and any other factors that may affect the successful completion of the project. Management of the highest standards is required from the Service Provider. It is also required that regular site meetings be held by the Service Provider.

Services required during the defect's liability period shall include those with regard to all maintenance work specified.

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

Service	Required
Attend site handover	YES
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.	YES
Carry out contract administration procedures in terms of the contract	YES
Prepare, track, revise and update schedules of predicted cash flow	YES
Prepare pro-active estimates of proposed variations for client decision making	YES
Attend regular site, technical and progress meetings	YES
Monitor, review and approve the preparation of the construction programme by the contractor.	YES
Regularly monitor performance of the contractor against the construction programme	YES
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof	YES
Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in 3.3.2 for Level 1: periodic construction monitoring	YES
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.	YES

Service	Required
Adjudicate and advise employer on financial claims by contractor(s)	YES
Assist in the resolution of contractual claims by the contractor.	YES
Establish and maintain a financial control system	YES
Clarify details and descriptions during construction as required	YES
Prepare valuations for payment certificates to be issued by the employer's agent	YES
Issue payment certificates (if acting as employer's agent)	YES
Instruct, witness and review all tests and mock ups carried out both on and off site	YES
Check and approve contractor drawings for design intent	YES
Update and issue drawings register	YES
Issue contract instructions as and when required	YES
Review and comment on operation and maintenance manuals, guarantee certificates and warranties	YES
Inspect the works and issue practical completion and defects lists	YES
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals	YES

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

5.1.1.6 Stage 6 – Close Out

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

As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf, as well as in .pdf) as well as one complete set of paper prints.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

All programs, calculations, computations, etc. developed specifically for this project will be owned by the City of Cape Town and will be supplied to City of Cape Town at the close-out stage.

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

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

5.1.2 Additional Services

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

5.1.2.1 Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the relevant authority and various other service authorities, the requirements of whom shall be carried through into the designs and administration of contracts as necessary. All applications in this respect must be carried out timeously so that all wayleave conditions does not delay construction activities.

5.1.2.2 Preferential Procurement and Targeted Participation

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

- (a) the incorporation into the contract documentation of:
 - i) preferential procurement requirements in respect of **Preference Schedule** where preferences are granted in respect of specific goals.
 - ii) targeted participation goals in respect of targeted labour and/or resources and targeted enterprises.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

5.1.2.3 Act as Leader of the Professional Team

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

5.1.2.4 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full-time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider, and in respect of which a provisional sum has been allowed in the Activity Schedule.

It is noted that some critical operations will have to take place at night. The Service Provider's rate for construction monitoring shall include all overtime costs in this regard.

The Service Provider is required to identify the Lead/Chief Engineer's Representative (Lead/Chief Resident Engineer) and the two Engineers Representatives that support him/her at the time of tender, and will require the Employers approval to replace such individuals, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval.

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

Service Providers may, in terms of the brief, submit an alternative proposal for providing such services for the Employer's approval prior to site supervision takeover. The Employer has the sole right to determine if the construction monitoring team will provide sufficient personnel for the construction period and not the PSP.

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

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

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

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

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

5.1.2.6 Environmental Officer

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

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

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

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

5.1.2.7 Additional Geotechnical Investigations

This service includes managing the appointed geotechnical specialist as they undertake Phase B investigations during the first 12 months of construction (i.e., once old sludge lagoons and/or maturation ponds have been cleared and emptied), review of the revised geotechnical report and recommendations provided by the specialist.

5.1.2.8 Sludge Lagoon Sampling

This service includes managing the process for sludge sampling of the lagoons and preparations for testing by an accredited laboratory. The outcome of the sampling will inform on the disposal option of the sludge where provision has been made in the Civil Works construction contract for the disposal of sludge at a Hazardous Landfill site and/or a General Landfill site.

5.1.2.9 Stage Gates

The Service Provider shall assist the Employer's Project Manager with Stage Gate documentation and presentations related to the Works project if required. The documentation required for the various Stage Gates from Scoping to Close-out is provided in the City's Stage Gate Review Guideline (available to review upon request). Payment for this service will be time-based.

5.2 Architectural Services

The finalisation of the architectural services in terms of Stage 5: Contract Administration, Inspections & Final Account/Construction and Stage 6: Close Out described in the Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act no. 44 of 2000), Board Notice 121 of 2015 as gazetted in Government Gazette no. 38863, 12 June 2015. The architect will be required to perform these services for the buildings which forms part of their purview, this includes the Process Operations Building, the Workshop and Store Building, and the Guardhouse.

The architectural services also include the provision of architectural input (primarily around the aesthetics of the Wastewater Plant) into the completed architectural drawings, drawing submissions (including any updates, revisions, etc.), and to a limited extent, into the contract administration and inspection (construction) stage. The architectural services shall also include driving the council submission for approval of all buildings on the project. Payment will be on a time basis according to tendered hourly rates.

The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

5.3 Landscape Architectural Services

The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages - January 2011 ", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the project brief above. The landscape architect will be required to produce a concept design, detail design and construction drawings. The Service Provider as per this tender will be responsible for reviewing of the landscape drawings and ensuring the Employer's requirements are incorporated into the landscape design.

5.4 Advanced Supervisory Control and Data Acquisition System with Data Storage Models

Previous work has been undertaken to investigate alternative Supervisory Control and Data Acquisition (SCADA) software and data storage models for the Macassar WWTW, which resulted in the development of a proof of concept for the overall SCADA design and architecture at the Macassar WWTW.

This study was incorporated into the construction specifications for the overall SCADA design and architecture under the Mechanical and Electrical (M&E) Contract. The Service Provider will work together with the M&E Contractor to ensure the overall SCADA design and architecture of the Macassar WWTW complies with the Employer's requirements and specifications included in the procurement documents.

5.5 Hazard Impact Assessment

This service includes undertaking a Hazard Impact Assessment by appointing a suitable specialist. The Service Provider will be responsible for reviewing the Hazard Impact Assessment report and recommendations provided by the specialist, including the incorporation of any recommendations into the detail design, construction drawings and design to be undertaken by the mechanical and electrical contractor.

5.6 Administration of Biodiversity Offset

The Basic Assessment is currently in progress as contemplated in Part C3: Scope of Work, Section 1 and Biodiversity Offset was identified as a requirement by the Biodiversity Specialist. Once the Basic Assessment process is completed the Department of Environmental Affairs and Development Planning will provide an Environmental Authorisation which will outline the Biodiversity Offset requirements. It is anticipated that a Biodiversity Offset will be required, and the Service Provider will be responsible for managing the Biodiversity Offset and compensation initiative for the current project in line with the requirements as stipulated in the Environmental Authorisation and in terms of the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004 ("NEMBA") and related guidelines.

5.7 Funding Applications Support

The Service Provider will be responsible for assisting the Employer with Budget Facility for Infrastructure (BFI) Funding Application including socio-economic and cost benefit analysis. This will include preparation of reports and presentations for the submission of the BFI funding application for the upgrade and extension of Macassar WWTW. The works will include preparing the report, collating all feedback from the City's departments/branches into the report, submission assistance, dealing with technical queries from

National Treasury, attending Technical Review Panels and all additional requirements associated with the BFI funding application.

The Service Provider will also be responsible for technical assistance with any other funding applications (local or international) as instructed by the Employer.

5.5 Assistance with compliance of City of Cape Town Processes and Systems

The Service Provider shall be responsible for additional Services not mentioned above, including, but not limited to the following:

- City of Cape Town Stage Gate Reporting (in terms of the latest Stage Gate Review Guideline). Specifically, completing the Reporting relating to the 'Project Execution' phase (in terms of the project lifecycle) which includes the following stages:
 - Detailed Design Stage (updates as may be required due to design changes as a result of construction)
 - Execution Stage
 - Commission and Close Out Stage
 - Benefits Review Stage
- Section 116 (3) submissions (as may be required)
- Engineering Management Branch Contract Management Reviews
- Any other processes required internally by the City of Cape Town (will be discussed with the successful tenderer)

5.6 Skills Transfer

The Service Provider will be required to assist the City of Cape Town in terms of professionally developing staff within the City of Cape Town. Particularly, this will be applicable to employees who have been employed as part of the Graduate Intern Placement (GIP) or Infrastructure Skills Development Grant (ISDG) programmes or Wastewater Projects staff who wish to become professionally registered. The Service Provider will be expected to give the necessary training and development to these City employees in order to obtain professional registration.

For more information, please go to the following link:

capetown.gov.za/City-Connect/Find-a-job-or-develop-skills/Internships/Apply-for-a-graduate-internship

6. EXTENT OF THE SERVICES

While predominantly of an engineering nature, this project does require the services of a number of supporting services as described in prior sections. For tendering and evaluation purposes the Activity Schedule has been populated with sum activities and rate-based activities

The activity schedule has been drafted in such a manner as to ensure there is a seamless transition between Professional Services Providers. Tenderers will be required to tender sum amounts for Stage 5 and Stage 6 of the Normal Services as defined by Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Page 386 of Government Gazette No. 44333, 26 March 2021.

In addition to the Normal Services, the Activity Schedule makes provision for Additional Services and Disbursements required for the successful completion of the project.

The two tenders are currently in Bid Evaluation stage and more details on this will be provided to the Service Provider at appointment stage.

The services to be provided in terms of this project are inextricably linked to the Employer's capital budget. All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of the budget provision in any given financial years. Within the 54-month construction period, the budget will be adjusted in accordance with the cash flow of the project.

All period work must be programmed to be completed within this 54-month construction year. It is noted that the Civil Contract and Mechanical and Electrical Contract includes a defects period in line with their respective Contract Data. The Mechanical and Electrical Contract also includes an Operation and Maintenance Period (12 Months Full Time and 6 Months Part Time). Support will be required by the Service Provider during these periods beyond the Construction Stage of the project. As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003,

and consequently the Employer must follow the required processes in terms of Section 33. This shall happen subsequent to the CCT's SCMBAC provisional award of this tender/contract.

It should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget provision given, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

7. USE OF REASONABLE SKILL AND CARE

The Service Provider's attention is drawn to the fact that the Macassar Wastewater Treatment Works is located in an ecologically and environmentally sensitive area. Extreme care should be exercised at all times to ensure that no incidents occur that will have a detrimental effect on the environment and more importantly the Eerste River estuary.

It should also be noted that the structures themselves represent a huge capital investment to the City.

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

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the normal operation of the existing plant.

8. GENERAL

8.1 Time Frames/Milestones

Milestones set by the Employer in the Contract Data typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year), and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

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

The Tenderer is to note that the Macassar WWTW Upgrade is an interlinked construction programme consisting of Civil (203Q/2023/24) and Mechanical-Electrical (191Q/2023/24) projects and hence the respective programmes will have impacts on each other.

Noting the above paragraph, the major milestone with respect to this particular project that the Service Provider shall adhere to is as follows:

Status Quo Design Review Completion:	3 Months after Commencement Date
Construction Monitoring Handover:	3 Months after Commencement Date
Stage 5 Completion:	44 Months after Commencement Date
Stage 6 Completion (Defects Liability Period):	54 Months after Commencement Date
Process Control Training, Maintenance and Assistance (18 Months):	62 Months after Commencement Date

Failing to meet these milestones will result in a Penalty of R15 000.00 per day up to a maximum of 10% of the Service Provider's fees. Should the PSP fail to take action to prevent delays to these target dates being met then penalties will be applied. Evidence to prove steps were taken to prevent delays will need to be submitted. Should there be a variation in scope then the dates will be adjusted proportionally, positively or negatively, depending on the variation adjustment.

The Service Provider shall therefore programme the work in such a manner so as to ensure that these objectives are met.

8.2 Places for the Performance of Specific Tasks

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

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

The Macassar Wastewater Treatment Works is situated off Macassar Road in the Macassar area where the construction and monitoring service will take place.

8.3 Reporting Requirements

The Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contracts, together with the anticipated spend to the end of each financial year in question.

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

Contract Progress Reports shall be submitted to the Employer weekly during the construction period of the building contract.

Monitoring and reporting on the EPWP with respect to local labour employed must also form part of the monthly reported construction stats.

Quality assurance reports shall be submitted to the employer as work progresses, rather than in the form of one single report at the end of the construction period. A report may be submitted at the end of each section of the works or at the end of each financial year as agreed with the employer. Not less than three separate reports shall be submitted.

9. REFERENCE DATA

All reference data and copies of the tender drawings as stipulated in Part C4 Site Information will be given to the appointed Service Provider for reference purposes.

10. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

11. APPROVALS

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

- (a) Approval of the priorities for construction, and the implementation programme from the Employer,
- (b) Wayleave approval from all service authorities,
- (c) Approval of the construction monitoring proposal from the Employer,
- (d) Approval for the employment of specialist sub-consultants from the Employer.
- (e) Approval of the Engineers Representative from the Employer,
- (f) Approval of building plans from the relevant Authority.

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

12. PROCUREMENT

12.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of the specific goals.

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

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

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

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

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

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

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

12.3 Sub-contracting procedures

Any specialist study or investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement).

The Employer together with the Tenderer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex C of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Tenderer.

The Tenderer shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Tenderer shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Where subcontractors are also key personnel, their contract must be for the duration of this contract and any changes requires permission of Employer.

12.4 Forms for contract administration

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

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

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

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

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part C5.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

13. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an

original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

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

14. PERSONNEL REQUIRED

14.1 KEY PERSONNEL

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

- a) **Project Leader** who is professionally registered with the Engineering Council of South Africa (ECSA) as a **PrEng**, who has a minimum of an Master's Degree in **Water and Wastewater Engineering**, who has at least 20 (Twenty) years verifiable post graduate experience in the analysis and design of Water or Wastewater Treatment Plants and who will be responsible for all work carried out in terms of the tender. The Project Leader must, within the last five years, also have acted as the "Employers Agent" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2015 or "Engineer" in terms of FIDIC Conditions of Contract for Plant and Design-Build Contract, 1999 or later. He/she must have a minimum of 10 (ten) years verifiable post graduate experience including a combination of project management and/or construction monitoring and/or contract management in concrete structures with a mechanical and electrical interface. **A list of projects, with start and end dates of involvement, on which the Project Leader has acted as the Employer's Agent (GCC) and/or Engineer (FIDIC) must be clearly ascertainable from the curriculum vitae submitted (this key expert may not be sub-contracted).**
- b) **Process Design Engineer** who is professionally registered with ECSA as a **PrEng OR PrTechEng in the field of Civil or Chemical Engineering (this key expert may not be sub-contracted)** and who satisfy either of the following requirements:
 - who has 10 (ten) years' experience in the analysis and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants and a Master's in **water and Wastewater Engineering**
 - OR
 - who has at least 20 (twenty) years verifiable post graduate experience in the analyses and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants
- c) **Civil Engineer** who is professionally registered with ECSA as a **PrTechEng or PrEng**, who has least 20 (twenty) years verifiable post graduate experience in the analysis and design of Water or Wastewater Treatment Plants **(this key expert may not be sub-contracted).**
- d) **Chief/Lead Resident Engineer** who is a qualified Engineer (BTech/BEng/BSc.Eng) and who has at least 20 (twenty) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, reinforced concrete, water retaining structures and pipelines **(this key expert may not be sub-contracted, unless the requirements under this clause are satisfied).**
- e) **Mechanical Engineer** who is professionally registered with ECSA as a **PrTechEng or PrEng**, who has at least 10 (ten) years verifiable post graduate experience in Wastewater Treatment engineering **(this key expert may not be sub-contracted).**
- f) **Electrical Engineer** who is professionally registered as with ECSA as a **PrEng**, who has at least 15 (fifteen) years of electrical and electronics engineering experience, knowledge and experience of: MV/LV electrical design (including substations), computer networks and their configuration, communication systems technology, data management and data security, infrastructure security, firewalls and intrusion detection systems, programming and scripting

languages – and specifically experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, infrastructure based processes Control Systems (this key expert may not be sub-contracted).

14.2 OTHER PERSONNEL

In addition to the key personnel as stated above, the other personnel will also be required:

- a) **Structural Engineer** who is preferably professionally registered with ECSA as a **PrTechEng** or **PrEng**, who has at least 10 (ten) years verifiable post graduate experiences in the analyses and design of structures and especially water retaining structures.
- b) **Hydraulic Engineer** who is preferably professionally registered with ECSA as a **PrTechEng** or **PrEng**, who has at least 10 (ten) years verifiable post graduate experience in hydraulic engineering, knowledge of pump station, pipelines hydraulic systems and hydraulics components, ability to perform simulations and calculations of hydraulic systems.
- c) **Electrotonic Engineer** who is preferably professionally registered as with ECSA as a **PrEng**, who has at least 10 (ten) years of electronics engineering experience, knowledge and experience of: computer networks and their configuration, communication systems technology, data management and data security, infrastructure security, firewalls and intrusion detection systems, programming and scripting languages – and specifically experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, infrastructure based processes Control Systems.
- d) **Resident Engineers x Two (2)** who are qualified Engineers (BTech/BEng/BScEng) and who has at least 5 (five) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, reinforced concrete, water retaining structures and pipelines.
- e) **Quantity Surveyor** who is qualified and preferably professionally registered with the South African Council for the Quantity Surveying Profession (SACQSP) as a **PrQS** and who has at least 5 (five) years verifiable post graduate experience in contracts with a civil and mechanical/electrical interface.
- f) **Architect** who is qualified and preferably professionally registered with South African Council for the Architectural Profession (SACAP) as a **PrArch** and who has at least 10 (ten) years verifiable post graduate experience in water and wastewater projects which includes industrial buildings such as process operations (administration) buildings and workshop store buildings.

Key personnel and other personnel shall be allocated to this project in terms of the requirements detailed in Part C.2.1.4.2 of this document.

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

14.3 ADDITIONAL PERSONNEL

Tenderers are referred to Schedule 18 of Part T2 Returnable Documents.

- **Civil Engineer (Category A)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Civil Engineer (Category B)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Civil Engineer (Category C)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Civil Engineer (Category D)**

Refer to Clause 10 of Part C2.1 Pricing Assumptions

- **Mechanical Engineer (Category A)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Mechanical Engineer (Category B)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Mechanical Engineer (Category C)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Mechanical Engineer (Category D)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Electrical Engineer (Category A)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Electrical Engineer (Category B)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Electrical Engineer (Category C)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Electrical Engineer (Category D)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Structural Engineer (Category A)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Structural Engineer (Category B)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Structural Engineer (Category C)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Structural Engineer (Category D)**
Refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Architect: Principal (>10 years' experience)**
- **Architect: Principal (<10 years' experience)**
- **Architectural Salaried Staff 1**
Registered architectural professionals performing work of an architectural nature under direction and control
- **Architectural Salaried Staff 2**
Staff performing work of an architectural nature and/or support architectural work outputs under direction and control under direction and control
- **Landscape Architect:**
Who is qualified as a Professional Registered Landscape Architect with at least 6 (six) years verifiable post graduate experience and who has provided landscape architectural input into Wastewater Treatment or similar Industrial projects
- **Landscape Architect Salaried Staff**
Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project
- **Project Coordinator**
Experience in the integration of the civil, mechanical and electrical design components required for the construction of wastewater treatment plants. The project coordinator role could be fulfilled by the Civil Engineer or Mechanical Engineer Key Personnel.

- **Document Controller/Administrator x 1**
Minimum of an NQF4 qualification and 5 years' experience.
- **Financial Controller/Administrator x 1**
Minimum of an NQF4 qualification and 5 years' experience.
- **Hydraulic Engineer (Category B)**
Civil/ Mechanical Engineer Category B, refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Electronic Engineer (Category B)**
Electrical Engineer Category B, refer to Clause 10 of Part C2.1 Pricing Assumptions
- **Draughtsman/CAD Operator**
Minimum of an NQF4 qualification and 5 years' experience

Construction Site Monitoring Team Required:

- **Assistant Resident Engineers (x4) (Civil)**
Minimum of an NQF6 qualification and 5 years post graduate experience. Professional registration is not compulsory but advantageous. 2 years' experience in construction projects including a civil and mechanical-electrical interface.
- **Resident Engineer (Mech)**
Minimum of an NQF7 qualification and minimum 10 (ten) years' post graduate experience. Professional registration is not compulsory but advantageous. 5 years' experience in construction projects including a civil and mechanical-electrical interface.
- **Assistant Resident Engineers (x3) (Mech)**
Minimum of an NQF6 qualification and minimum 5 years post graduate experience. Professional registration is not compulsory but advantageous. 2 years' experience in construction projects including a civil and mechanical-electrical interface
- **Resident Engineer (Electrical)**
Minimum of an NQF7 qualification and 10 (ten) years post graduate experience. Professional registration is not compulsory but advantageous. 5 years' experience in construction projects including a civil and mechanical-electrical interface.
- **Assistant Resident Engineers (x3) (Electrical)**
Minimum of an NQF6 qualification and minimum 5 years post graduate experience. Professional registration is not compulsory but advantageous. 2 years' experience in construction projects including a civil and mechanical-electrical interface

Additional Services Required:

- **Construction Health and Safety Agent (Act as Employers Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014).**
Registered with the South African Council for the Project and Construction Management Professions (SACPCMP) with the necessary competencies and resources to act as the Employer's Agent in terms of the Occupational Health and Safety Act and with a minimum of 1-year verifiable experience as an OHS Client's Agent.
- **Additional Health and Safety Staff**
Registered Health and Safety Officer with SACPCMP.
- **Environmental Assessment Practitioner**
Must meet the requirements for registration as an Environmental Assessment Practitioner as established by the Environmental Assessment Practitioners Association of South Africa (EAPASA) who has at least 5 years verifiable post graduate experience, to ensure that the environmental conditions of the Record of Decision are adhered to. Registration as an EAP is preferred but is not compulsory
- **Environmental Assessment Practitioner Assistant**

Minimum of NQF6 working towards registration as an Environmental Assessment Practitioner as established by the Environmental Assessment Practitioners Association of South Africa (EAPASA) who has at least 3 years' verifiable post graduate experience

- **Environmental Control Officer (ECO)**
Relevant tertiary qualification and at least 3 years' verifiable environmental experience of all works related to all types of construction works at Wastewater Treatment Plants
- **Public Participation Practitioner (can be sub-contracted)**
Minimum of NQF4 and 3 years' experience in public participation processes related to the water and wastewater industry.
- **Geotechnical Specialist (can be sub-contracted)**
Minimum of post-graduate qualification in geotechnical engineering, professionally registered and 5 years' post-graduate experience.
- **Water Use Specialist**
The required personnel must be appropriately qualified and professional registered in the applicable field and have at least 8 (eight) years proven experience in the specialist field.
- **Aquatic Specialist**
Who is a registered professional with the South African Council of Natural Scientific Professions (SACNASP or other proven equivalent registration) with at least 8 (eight) years verifiable postgraduate experience in this specialist field and specifically providing aquatic advisory services and undertaking all work necessary to acquire the authorisations (including General Authorisations or Water Use Licenses) or permits required in terms of the National Water Act No. 36 of 1998 and Water Services Act no. 108 of 1997.
- **Biodiversity Offset Specialist**
A suitably qualified Environmental Practitioner who is professionally registered with South African Council for Natural Scientific Professions (SACNASP) with 10 years verifiable post graduate experience in undertaking Biodiversity Offsets.
- **Topographical/Land Surveyor**
Who is a qualified and professionally registered with the South African Geomatics Council (SAGC) and who has a minimum of 5 (five) years verifiable post graduate experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS.
- **Hazardous Substances Management Specialist**
Who is a qualified and with experience in handling, storing, and dangerous materials installations ensuring safety and compliance with legislation.

15. MANAGEMENT MEETINGS

15.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly Steering Committee Meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. This Steering Committee will be chaired by a senior member of the Wastewater Department and the aims will be to provide effective planning, design and cost effectiveness through communication, pre-emptive thinking and preparedness. The Service Provider will be required to feedback to the Steering Committee on issues of design, contract administration, budget, programmes, environmental issues and occupational health and safety. The Service Provider shall have adequate representation at these meetings from the civil, mechanical, electrical, health and safety and environmental disciplines. The Service Provider's Project Manager shall attend these meetings and shall co-ordinate all relevant actions there from, together with arranging minute taking and distribution, presentations, etc.

15.2 Community/Stakeholder Meetings

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

15.3 Supply Chain Management (SCM) Committee Meetings

Not applicable to this tender.

15.4 Site/Technical Meetings

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

15.5 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises. These meetings include, but is not limited to, Employer decision meetings and Co-ordination meetings between the two construction Contractors.

15.6 Project Steering Committee Meetings

The Service Provider will be expected to attend monthly steering committee meetings with the Employer whereby the following, but not limited to, is discussed:

- Overall project progress is discussed,
- Major risks are identified and mitigated,
- Budgets and cashflows
- Construction programmes

15.6 General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (C2.2 Activity Schedule, Item 1 and Item 2).

16. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

17. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance negligence of the Service Provider.

18. NON-PERFORMANCE

Failure to meet the requirements of this contract, either through negligence or poor or slow performance, will result in a Notice of Dissatisfactory Service being issued. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1 of the Contract Data.**CITY OF CAPE TOWN**

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C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹ Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

Signatures

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

Date: _____

Verified by Employer's
Representative: _____

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
---	---	--------------------------------------	--

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

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

Date: _____

Verified by Employer's Representative: _____

Date: _____

Part C4: Site Information

Pages

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C4.1 Location Map



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C4.2 Employer Provided information

- Design reports on SharePoint (only provided at Design Review Stage)
- ROD (only provided at Design Review Stage)
- Basic Assessment Report (only provided at Design Review Stage)
- Geotechnical Report
- Construction Contracts MOA's: Follow the link [capetown.gov.za/work and business/doing-business-with-the-city/tenders-rfqs-and-supply/tenders-awarded](https://capetown.gov.za/work-and-business/doing-business-with-the-city/tenders-rfqs-and-supply/tenders-awarded) to search for and view the redacted versions of the awarded construction contracts of
 - 191Q/2023/24 Design Build of Mechanical and Electrical Works for the Upgrading and Expansion of the Macassar Wastewater Treatment Works, and
 - 203Q/2023/24: Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works
- Construction Programmes
- Current Operating License (WUL) No. 19/G22H/F/582
- Tender Documents including Tender Drawings , Specifications and Bills of Quantities (only those available at advertisement stage):
 - 191Q/2023/24 Design Build of Mechanical and Electrical Works for the Upgrading and Expansion of the Macassar Wastewater Treatment Works, and
 - 203Q/2023/24: Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works

Part C5: Returnable Documents

Pages

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C5.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

Returnable Schedules that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	96-97
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	98-99
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	100
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (<u>MBD 8</u>)	101
5: DECLARATION OF INTEREST – STATE EMPLOYEES (<u>MBD 4</u>)	102-104
6: DECLARATION OF INTEREST	105
7: <u>AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT</u>	106
8: DECLARATION IN RESPECT OF <u>COMPLIANCE WITH LABOUR LEGISLATION</u>	107
9: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	108
10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	109
11: SCHEDULE OF WORK EXPERIENCE OF TENDERER	110
12: KEY STAFF	111-113
13: SCHEDULE OF SUPPORT RESOURCES (FOR INFORMATION ONLY)	114
14: PROFESSIONAL INDEMNITY INSURANCE	115
15: FUNCTIONALITY CRITERIA	116
16: PROPOSED WORK PLAN	117
17: CONFIRMATION OF TENDERER REGISTRATION / <u>ACCREDITATION</u>	118
18: OTHER CRITERIA	119
19: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF)	120-123
20: SCHEDULE OF SUBCONTRACTORS	124
21: DEVIATIONS AND QUALIFICATIONS BY TENDERER	125
22: RECORD OF ADDENDA TO TENDER DOCUMENTS	126
23: PRICE BASIS FOR IMPORTED RESOURCES	127
24: PREFERENCE SCHEDULE (where preferences are granted in respect of specific goal(s)) ...	128-131
25: APPEAL APPLICATION (ANNEXURE B)	132
26: INFORMATION TO BE PROVIDED WITH THE TENDER	133

Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Staff as applicable - append to Schedule 12.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 14.
- d) Any other documentary evidence/proof as required - append to Schedule 26.
- e) Functionality Criteria - append to Schedule 15.

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C5.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number :	
Section 2b: SARS Tax Compliance Status PIN :	
Section 3: cidb registration number, if any:	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No

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

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
....., authorised signatory of the company, close corporation or partnership
....., acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture,
shall be appended to this schedule.

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer/Contractor

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a City employee, or an entity that employs a City employee, if
 - 1.5.1 the City employee left the City's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the City, or
 - 1.5.3 was involved in a dispute against the City during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

¹**MSCM Regulations: “in the service of the state” means to be –**

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

² **Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

CITY OF CAPE TOWN

WATER AND SANITATION

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SCHEDULE 6: CONFLICT OF INTEREST

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. **(Please mark with X)**

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

- 2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. **(Please mark with X)**

YES		NO	
-----	--	----	--

- If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.
- e)

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

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SCHEDULE 8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

<u>CITY OF CAPE TOWN</u> SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE

SIGNED ON BEHALF OF TENDERER:.....

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all wastewater projects (the analysis and design of new and remedial works) that have been successfully completed in their **local office**, in the past 15 years or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake the structural design.

WORK EXPERIENCE OF TENDERER			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

SCHEDULE 12: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

KEY STAFF				
PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
PROCESS DESIGN ENGINEER				
NAME	JOB TITLE	QUALIFICATIO NS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
CHIEF/LEAD RESIDENT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE

MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
OTHER PERSONNEL				
STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
HYDRAULIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
ELECTRONIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE
RESIDENT ENGINEER (1)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE

RESIDENT ENGINEER (2)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE

QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATIO N NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

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SCHEDULE 13: SUPPORT RESOURCES (FOR INFORMATION ONLY)

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below what structural analysis software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means. Other relevant software packages such as MS Office, AutoCAD, Adobe Acrobat Professional, etc. must also be listed here

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

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SCHEDULE 14: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 15: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

Category	Description of quality criteria	Score for Functionality	Weighting factor	Maximum possible score
1	Experience of Tenderer	50	1	50
2	Experience of Key and Other Personnel	320	0.15625	50
	Maximum possible score	Not Applicable	Not Applicable	100

The minimum score for quality is 70. Tenderers that fail to achieve the minimum score for functionality will be declared non-responsive.

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

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SCHEDULE 16: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes including a preliminary programme and projected cashflow.

The work plan must show that the tenderer has appreciated the Scope of Work and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. Tenderers should however endeavour to keep their submissions in this regard to a maximum of 5 pages.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

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SCHEDULE 17: CONFIRMATION OF REGISTRATION / ACCREDITATION

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

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SCHEDULE 18: OTHER CRITERIA

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Civil Engineer (Category A)			
	Civil Engineer (Category B)			
	Civil Engineer (Category C)			
	Civil Engineer (Category D)			
	Mechanical Engineer (Category A)			
	Mechanical Engineer (Category A)			
	Mechanical Engineer (Category B)			
	Mechanical Engineer (Category C)			
	Mechanical Engineer (Category D)			
	Electrical Engineer (Category A)			
	Electrical Engineer (Category B)			

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Electrical Engineer (Category C)			
	Electrical Engineer (Category D)			
	Structural Engineer (Category A)			
	Structural Engineer (Category B)			
	Structural Engineer (Category C)			
	Structural Engineer (Category D)			
	Architect: Principal (<10 years' experience)			
	Architectural Salaried Staff 1			
	Architectural Salaried Staff 2			
	Landscape Architect			
	Landscape Architect Salaried Staff			
	Project Coordinator			
	Document Controller/ Administrator			
	Financial Controller/ Administrator			
	Hydraulic Engineer (Category B)			

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Electronic Engineer (Category B)			
	Draughtsman/CAD Operator			
	Assistant Resident Engineer Civil 1			
	Assistant Resident Engineer Civil 2			
	Assistant Resident Engineer Civil 3			
	Assistant Resident Engineer Civil 4			
	Resident Engineer Mechanical			
	Assistant Resident Engineer Mechanical 1			
	Assistant Resident Engineer Mechanical 2			
	Assistant Resident Engineer Mechanical 3			
	Resident Engineer Electrical			
	Assistant Resident Engineer Electrical 1			
	Assistant Resident Engineer Electrical 2			
	Assistant Resident Engineer Electrical 3			
	Construction Health and Safety Agent			

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Additional Health and Safety Staff			
	Environmental Assessment Practitioner			
	Environmental Assessment Practitioner Assistant			
	Environmental Control Officer (ECO)			
	Public Participation Practitioner			
	Geotechnical Specialist			
	Water Use Specialist			
	Biodiversity Offset Specialist			
	Topographical/Land Surveyor			
	Hazardous Substance Management Specialist			

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 20: SCHEDULE OF SUB-CONTRACTORS

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 21: DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any deviations or qualifications he/she wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 22 : RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 23 : PRICE BASIS FOR IMPORTED RESOURCES

Not applicable to this tender.

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SCHEDULE 24: PREFERENCE SCHEDULE

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of

- assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
and
(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	

Promotion of Micro and Small Enterprises	3	
--	---	--

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [Tick applicable box]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

CITY OF CAPE TOWN

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SCHEDULE 25: APPEAL APPLICATION (ANNEXURE B)

OFFICIAL RECEIPT (Valid only if printed by official cash receipting machine)	IRISITI ESESIKWENI (Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)	annexure 'B' AMPTELIKE KWITANSIE (Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)													
GL DATA CAPTURE RECEIPT (CASHIER TO RETAIN A COPY)															
		RECEIPT NO: _____													
		DATE: _____													
SAP GL: <table border="1" style="width: 100%; text-align: center;"><tr><td>8</td><td>1</td><td>0</td><td>1</td><td>0</td><td>0</td></tr></table>			8	1	0	1	0	0							
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SERVICE DEPARTMENT DETAILS- DEPARTMENT: <u>LEGAL SERVICES: APPEALS UNIT</u> CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE PHONE NO: 021 400 2503 / 021 400 3788															
OFFICIAL RECEIPT (Valid only if printed by official cash receipting machine)	IRISITI ESESIKWENI (Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)	AMPTELIKE KWITANSIE (Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)													
GL DATA CAPTURE RECEIPT (CASHIER TO RETAIN A COPY)															
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CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM 12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000 www.capetown.gov.za															
Making progress possible. Together.															

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- a. Company organogram
- b. Cashflow forecast

SIGNED ON BEHALF OF TENDERER: