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CITY OF CAPE TOWN

CONTRACT No. 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING
FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING
UNIT

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 28 October 2011
CLARIFICATION MEETING	:	10h00 on Wednesday, 9 November 2011 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Wastewater Branch, 10 th Floor, 38 Wale Street, Cape Town
CLOSING DATE	:	29 November, 2011
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 62 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 62	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation 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 opposite the tender boxes for an alternative tender box. The onus remains with the tenderer to ensure that the tender is placed in either the original or alternative box.

TENDER INFORMATION

CITY OF CAPE TOWN
WATER & SANITATION
CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

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CITY OF CAPE TOWN

WATER & SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: WATER & SANITATION, invites tenders for Tender No. 141C/2011/12: Provision of Professional Services: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT.

Tenders must be registered on the City of Cape Town's Vendor Database.

Tenders who are not registered on the City of Cape Town's Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

Preferences are offered to tenderers who have HDI Equity Ownership status.

In order to qualify for preference points in the evaluation of tenders, tenderers must be registered and verified on the Western Cape Supplier Database prior to the evaluation of tenders.

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 – 13:00 and 14:00 – 16:00 from Friday, 28 October 2011.

A non-refundable tender deposit of R100.00 payable by crossed cheque made out in favour of the City of Cape Town is required on collection of the tender documents.

Queries relating to the issue of these documents may be addressed to

the Tender Distribution Office, but strongly recommend that a pre-bid clarification meeting will be held on Wednesday, 9 November 2011 at 10h00 at the offices of the City of Cape Town, Wastewater Branch, 10th Floor, 38 Vredefort Street, Cape Town.

The closing time for receipt of tenders is 10h00 on Tuesday, 29 November 2011.

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

Tenders may only be submitted on the tender documentation that has been issued.

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

CITY OF CAPE TOWN

WATER & SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING
FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING
UNIT

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, 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

F.1 General

F.1.1 Actions

Add the following:

The Employer is the City of Cape Town, represented by the Director: Water and Sanitation.

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

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: cldb@cidb.org.za.
2. The relevant sections as described in the Scope of Services of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 190 of 2010 as gazetted in Government Gazette No.33892, 23 December 2010.
3. This tender document issued by the Employer (Tender No 141C/2011/12, in respect of: PROVISION OF PROFESSIONAL SERVICES : SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT in which is bound:
The Tender
Part T1: Tendering Procedures
T1.1 Tender notice and invitation to tender
T1.2 Tender data
Part T2: Returnable Documents
T2.1 List of returnable documents
T2.2 Returnable schedules
The Contract
Part C1: Agreements and contract data
C1.1 Form of offer and acceptance
C1.2 Contract data
C1.3 Occupational Health and Safety Agreement

Tender
Part T1: Tendering procedures
Reference No. 141C/2011/12

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T1.2
Tender Data

- Part C2: Pricing data
- C2.1 Pricing Assumptions
- C2.2 Activity Schedule
- Part C3: Scope of work
- C3.1 Scope of Work
- Part C4: Site information
- C4.1 Site information

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

4. Drawings

F.1.4 Communication and employer's agent

Add the following:

The Employer's agent, for the purposes of any communication between the employer and tenderer,

is:

Name:

Postal address

PO Box 1694

Cape Town, 8000

E-n

Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

F.2.1.1.1

City of Cape Town Vendor Database Registration

Only those tenderers who are registered on the City of Cape Town's Vendor Database as a engineering consultant prior to the evaluation of submissions are eligible to have their tender evaluated (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee). The Employer will only enter into a formal contract with a tenderer who is registered on the City of Cape Town's Vendor Database. 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 Vendor Database may collect registration forms from the Manager, Supplier Management, 8th Floor, Civic Centre (Tel 021 400 4413).

F.2.1.1.2

Western Cape Supplier Database Registration

In order to qualify for preference points in the evaluation of tenders, tenderers must be registered and verified on the Western Cape Supplier Database prior to the evaluation of tenders (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee). In the case of Joint Venture partnerships this will apply individually to each party of the Joint Venture. That is, if one of the

Tender

Part T1: Tendering procedures

Reference No. 181/CR2016/12

parties is not registered and verified prior to the evaluation of tenders, the percentage contribution of that party shall be excluded from the calculation of the HDI status of the Joint Venture itself. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the evaluation of tenders.

Tenderers who wish to register on the Western Cape Supplier Database may contact the Western Cape Supplier Database Help Desk on 0861-225577 or 021 680 4600, or e-mail supplierdatabase@tradeworld.net.

F.2.1.1.3

Local office

In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Cape Town Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be 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.

F.2.1.1.4

Key personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, 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 Schedule 8 Part T2.2 Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on Schedule 8.

- A Project Leader who is a Reg. Pr. Eng. Civil Engineer with at least ten years verifiable post graduate experience in the analysis and design of Wastewater Treatment Plants, who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the General Conditions of Contract, within the last three years.
- A Project Engineer who is a Reg. Pr. Eng. Civil Engineer with at least five years verifiable post graduate experience in the analysis and design of Wastewater Treatment Plants.
- A Resident Engineer (Engineer's Representative) who is a Reg. Pr. Eng. with at least ten years verifiable post graduate experience in construction, monitoring, and site supervision of contract work with a mechanical and civil interface, including a minimum of two contracts which have involved Wastewater Treatment Plants. The Project Engineer may also fulfil this function in which case this must be clearly stated in Schedule 8.
- A Reg. Pr. Mechanical Engineer who has a minimum of 10 years verifiable post graduate experience in wastewater engineering.
- A Reg. Pr. Electrical Engineer who has a minimum of 10 years verifiable post graduate experience.
- An Environmental officer who has a minimum of 5 years verifiable post graduate experience, to ensure that the environmental conditions of the Record of Decision are adhered to.

The Project Leader and Project Engineer must currently be registered as professionals with the Engineering Council of South Africa. The registration numbers of these individuals must be indicated on Schedule 8, Part T2.2 : Returnable Schedules. The Curriculum Vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 8.

Key personnel are required to operate out of the local office.

F.2.1.1.5

Support resources

Key personnel must have access to, and familiarity with but not limited to, a competent Wastewater Treatment Plant design software, hydraulic design software, structural analysis software packages. Details of the software packages that will be used must be indicated on Schedule 9, Part T2.2 : Returnable Schedules.

F.2.1.1.6

Professional indemnity insurance

Tender
Part T1: Tendering procedures
Reference No. 1416/2016/12

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T1.2
Tender Data

The employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than R10 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 be awarded the contract, must be submitted with the tender, appended to Schedule 10, Part T2.2 : Returnable Schedules.

F.2.1.1.7

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 (S_Q) will be the sum of the scores achieved for the individual criteria.

Description of quality criteria	Maximum possible score
Proposed work plan (approach and methodology)	10
Expertise of key personnel	25
Availability/allocation of resources	10
Track record of tenderer (with respect to Wastewater Treatment Plants)	20
ISO 9001 : 2008 Certification	5
Maximum possible score (M _S)	70

The minimum score for quality is **55**. Tenderers that fail to achieve the minimum score for quality will be rejected.

The scoring referred to in the following tables will be used to score the quality points awarded.

A more detailed explanation of the quality criteria is given below. It shall be noted that the tenderer is required to provide sufficient relevant information in or appended to the Returnable Schedules identified below in order to be awarded points in order to achieve the minimum for quality.

Criteria	Rating	Scoring as a % of maximum possible score	Evaluation Indicators
Proposed work plan (approach and methodology) appended to Schedule 11	Very Good	100	The important issues are approached in an innovative and efficient way indicating the tenderer has outstanding knowledge of state-of-the-art approaches
	Good	70	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution
	Satisfactory	50	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.
	Poor	0	The technical approach and/or methodology is poor/ is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Expertise of key personnel with particular reference to Clause F.2.1.1.4, and appended to Schedules 8 and 12	Very Good	100	The tenderer demonstrates that the key personnel are exceptionally well qualified, have managerial ability and competence in the application of their skills that relate to the scope of the project.
	Good	70	The tenderer demonstrates that key personnel are adequately qualified, have

			managerial ability and competence in the application of their skills that relate to the scope of the project.
	Satisfactory	50	The tenderer demonstrates that key personnel are reasonably well qualified, have managerial ability and competence in the application of their skills that relate to the scope of the project.
Availability/allocation of resources as stated in Schedule 9 and appended to Schedule 16	Poor	0	The tenderer was not able to demonstrate that key personnel are reasonably qualified, have managerial ability and competence in the application of their skills that relate to the scope of the work.
	Very Good	100	The tenderer has demonstrated that he has extensive resources available that relate to the scope of the project.
	Good	70	The tenderer has demonstrated that he has adequate resources available that relate to the scope of the project.
	Satisfactory	50	The tenderer has demonstrated that he has resources available that relate to the scope of the project.
	Poor	0	The tenderer does not have the resources required.
Track record of tenderer (With respect to Wastewater Treatment Works Process and Design) as stated in Schedule 13	Very Good	100	Key personnel have outstanding experience in comparable projects.
	Good	70	Key personnel have adequate experience in comparable projects.
	Satisfactory	50	Key personnel have reasonable experience in comparable projects.
	Poor	0	Key personnel have limited experience in comparable projects.
ISO 9001 : 2008 Certification appended to Schedule 14	Very Good	100	The tenderer is certified to maintain an internationally accepted quality assurance system.
	Good	70	The tenderer's quality assurance system meets the quality assurance requirements set by the employer for the project.
	Satisfactory	50	The tenderer employs a reasonable quality assurance system.
	Poor	0	The tenderer does not have a quality assurance system.

Note : Where the entity tendering is a joint venture, provided one of the parties is ISO 9001: 2008 certified, and it has been indicated on the work plan submitted that that party will take responsibility for quality management, then the joint venture will be awarded 5 score points in this respect.
A more detailed explanation of the quality criteria is given below:

Proposed work plan

A proposed work plan must be provided with the tender submission, attached to Schedule 11, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated that the nature of the problem, and indicate the approach and methodology that they intend following in order to reach the required outcome. Tenderers will be awarded from zero to 10 score points for this aspect of their tender submission.

Expertise of key personnel

As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project. Aside from submitting a general CV for each of the Key Personnel (required in terms of clause F.2.1.1.4) tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialisation and experience that is relevant to this particular project. These statements must be appended to Schedule 12, Part T2.2:

Returnable Schedules, based on which up to 25 score points will be awarded to the tenderer in question. The name and qualification of the Key Personnel to be assigned to this project include the key personnel's prior similar experiences on:

- Projects which illustrate his/her expertise to perform the requested services;
- Developing and implementing cost effective design processes;
- Use of Construction Specifications Institute For any projects listed include the name and phone number of the owner(s) representative in charge of the project.

Provide the identity and qualifications of Key Personnel (both prime and sub-consultants) to work on this project, including the adequacy and appropriateness of their credentials and capabilities, expected project assignments, the extent of their project participation, and the relevance of their prior experience to this project.

Provide a brief description of the overall qualifications of your firm and project team.

Availability/Allocation of resources

Tenderers must indicate what resources (human and otherwise) that they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful. This will include the key personnel, plus others (for example, a tender documentation specialist, site monitoring staff). Other resources, for example, would be the type of structural analysis software package intended for use on this project, whether or not it is owned or licensed to the tenderer, or whether it is available through some other means. An intended resource allocation schedule must be appended to Schedule 16, Part T2.2 : Returnable schedules. Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the employer. Up to 10 score points will be awarded for the allocation of resources over and above the key personnel listed in clause F.2.1.1.4 above.

Track Record (Wastewater Treatment Plants and Sludge Handling, and Dewatering Treatment)

Tenderers must complete Schedule 13, Part T2.2, Returnable Schedules, which is a list all Wastewater Treatment and Dewatering projects (the analysis and design of new and remedial works) that have been successfully completed in their local office (see clause F.2.1.1.3 for what constitutes a local office) in the past three years, or that are underway at present.

The list of the projects should include the nature of your involvement in the project, any special technical problems involved in the project, how the problems were resolved. The name and phone number of the owner's representative in charge of the project, the Consultant's contracted amount for the project, the total project cost, and when the project was performed.

Up to 20 score points will be awarded according to the nature and scale of projects listed.

Note : Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

ISO 9001 : 2008 Certification

Tenderers who are certified as being compliant to the International Organization for Standardization's ISO 9001 : 2008 quality management standard, will be awarded 5 score points. Proof of certification must be attached to Schedule 14, Part T2.2 : Returnable Schedules in order to qualify for these points.

Note: Where the entity tendering is a joint venture, the points available for ISO 9001:2008 Certification will be pro-rated according to the percentage contribution of each ISO 9001: 2008 certified partner.

F.2.7

Clarification meeting

Add the following:

A, non-compulsory but strongly recommended clarification meeting will be held on Monday, 9 November 2011, at 10h00 at the offices of the City of Cape Town, Wastewater Branch, 10th Floor, 38 Wale Street, Cape Town

F.2.10.3

Price variations

All rates, sums, percentage fees or prices (as applicable) tendered in the activity schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Engineering consultant will benefit from adjustments in this regard.

Tender

Part T1: Tendering procedures
Reference No. **440201012**

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T1.2
Tender Data

F.2.13	Submitting a tender offer
F.2.13.1	Add the following to F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
F.2.13.2	Replace subclause F.2.13.2 with the following 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 in non-erasable ink.
F.2.13.3	Add the following to F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
F.2.13.4	Add the following after the first sentence of F.2.13.4: The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	Add the following to F.2.13.5: The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Physical address: Tender Box 62, Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. Tender number: 141C/2011/12
	Identification details: Title of tender: Provision of Professional Services: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT
	Name and address of tenderer: (to be inserted by tenderer)
	Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address.
F.2.13.6	Add the following to F.2.13.6: A two-envelope procedure will not be followed.
F.2.13.10	Add the following sub-clause after F.2.13.9: 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.
F.2.15	Closing time
F.2.15.1	Add the following to F.2.15.1: The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender offer validity
F.2.16.1	Add the following to F.2.16.1: The tender offer validity period is 12 weeks (84 days)
F.2.17	Clarification of tender offer after submission
	Add the following to F.2.17: A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.
F.2.18	Provide other material
F.2.18.1	Delete the following word in F.2.18.1: notarized

- F.2.18.1** Add the following to F.2.18.1:
Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds R 10 million:
- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other engineering consultant in respect of which payment is overdue for more than 30 days;
 - iii) 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;
 - iv) 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.

- F.2.23** Certificates
Add the following:
F.2.23.1 Tax Clearance Certificate
Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

It is the responsibility of the Engineering consultant (successful tenderer) to submit an updated original tax clearance certificate to the Supplier Management Office (in the Supply Chain Management Department on the 8th Floor, Cape Town Civic Centre) should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with, and/or the withholding of payment to the Engineering consultant until a valid tax clearance certificate is received by that office.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.3 The Employer's undertakings

- F.3.2** Issue Addenda
Add the following to F.3.2:
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.

- F.3.4** Opening of tender submissions
Add the following to F.3.4.1:
F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

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

- F.3.8** Test for responsiveness
Add the following:
Tenders will be considered non-responsive if, inter alia:
- the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
 - the tenderer is not registered on the City of Cape Town's Vendor Database prior to the evaluation of submissions;
 - the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;
 - the tenderer tenders a percentage fee on a sliding scale;
 - the Tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.7.

Tender Part T1: Tendering procedures
Reference No. **T1.2** Tender Data
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F.3.11	Evaluation of tender offers
F.3.11.1	General Add the following: The procedure for the evaluation of responsive tenders is Method 2: Financial offer, and preference.
F.3.11.3	Method 2: Financial offer and preference The procedure for the evaluation of responsive tenders is Method 2, where the total number of tender evaluation points $T_{Ei} = N_{E0} + N_{Ei}$ as detailed below. Where N_{E0} = The number of tender evaluation points achieved for the Financial Offer. N_{Ei} = The number of tender evaluation points achieved for HDI Equity Ownership.
F.3.11.7	Scoring Financial Offers Add the following: The financial offer will be scored using Formula 2 (Option 1) where the value of W_i is 90 points
F.3.11.8	Scoring Preferences Add the following new subclause: Up to 10 (100 – W_i) tender evaluation points (NOP) will be awarded for preference in respect of HDI (Historically Disadvantaged Individual) equity ownership. The score for preference (N_p) will be calculated using the following formula for each responsive tender under consideration. $N_p = NOP \times \frac{EP}{100}$ where, N_p = number of preference points achieved, NOP = maximum tender evaluation points provided for in the Regulations pertaining to the Preferential Procurement Policy Framework Act (Act 5 of 2000) (100 – W_i evaluation points), EP = the percentage of equity ownership by HDIs within the business enterprise. Tenders are reminded that they must be registered and verified on the Western Cape Supplier Database (WCSD) prior to the evaluation of tenders in order to qualify for preference points. It is the responsibility of the tenders to ensure that this requirement is complied with. Tenderers must submit their Western Cape Supplier Database registration number on Schedule 4 B), Part T2.2: Returnable Schedules, and must apply for preference based on their HDI equity ownership percentage on Schedule 19, Part T2.2. The Employer will verify the HDI equity ownership percentage claimed by the tenderer against that given on the WCSD. If any discrepancy exists, the Employer shall use the percentage given on the WCSD, in the formula above, to calculate the number of preference points achieved by the tenderer. Note: Tenderers should note that, as regards the price/preference points system applied to public sector procurement, the employer has adopted a direct preferencing approach in respect of the procurement of professional services. This means that the HDI equity ownership status of the tendering entity only, is considered in the awarding of points for HDI equity ownership. Evaluation points are neither gained nor lost in respect of sub-consultant agreements with HDI, or non-HDI owned professional services providers. Tenderers attention is also drawn to the fact that the Employer regards a consortium and a joint venture as being one and the same. In this regard, the Employer will only enter into a contract with a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. Where the entity tendering is a joint venture, the HDI equity ownership percentage of each party to the joint venture shall be combined in proportion to the percentage contribution of each party to the joint venture, in order to determine the HDI status of the joint venture itself. The joint venture agreement must clearly stipulate the percentage contribution of each party to the Joint Venture.
F.3.11.10	Add the following new sub-clause Risk Analysis The Employer will perform a risk analysis in respect of the following: - reasonableness of the financial offer - reasonableness of unit rates and prices - the tenderers ability to fulfill 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, experience, reputation, personnel to perform etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13:

- Tender offers will only be accepted if:
- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations;
 - b) the tenderer is registered on the City of Cape Town's Vendor Database;
 - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
 - e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (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.
- b) Objections, complaints, queries and disputes must be submitted in writing to the City Manager, Executive Support, 5th Floor, Podium, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 418 9009.

F3.13.3 Appeals

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the City in the implementation of its supply chain management system, 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) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the City Manager, Executive Support, 5th Floor, Podium, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted by registered post to Private Bag X9181, Cape Town, 8000 or faxed to (021) 418 9009.

F.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)

Clauses F.3.13.2 and F.3.13.3 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.

- a) All legal process and pleadings must be served on the Administrative Manager, Legal Services, 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Access to Information Office, 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

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T1.2
Tender Data

F.3.16.1 Before accepting the tender of the successful tenderer 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. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

F.3.16.2 Replace sub-clause F.3.16.2 with the following:
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.

F.3.18 Provide copies of the contract
Add the following:
The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Invalid tenders
Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:
a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
b) if the tender is not completed in non-erasable ink;
c) if the Form of Offer and Acceptance has not been signed;
d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.2 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.

Minutes of any such negotiations shall be kept for record purposes.

F.4.3 General supply chain management conditions applicable to tenders
In terms of its Supply Chain Management Policy the City may not consider a tender unless the provider who submitted the tender:

- a) has furnished the City with that providers:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

In respect of the procurement process followed, the City is prohibited from making an award to a person:

- who is in the service of the state;
- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the City.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.4

Combating abuse of the Supply Chain Management Policy

In terms of the City's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the City or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the City or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, renegeed on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 5A and 5B, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act and Certificate of Independent Tender Determination. Failure to complete these schedules may result in the tender not being considered.

F.4.5

Consultancy services provided to organs of state

In terms of the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the City's Supply Chain Management Policy, tenderers must furnish the City with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, tenderers shall complete Schedule 6, Part T2.2: Returnable Schedules: Consultancy Services Provided to Organs of State. Failure to complete this schedule may result in the tender not being considered.

F.4.6

Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2003 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. Tenderers are to note that the engineering consultant is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The engineering consultant will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document), within 14 days of acceptance of this tender.

F.4.7

UIF payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.8

Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 2) visited the site of any proposed works.
- 3) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

F.4.9

Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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 Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.10

Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. 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.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 fulfil his or her duties impartially;
 - ii) an individual or organisation 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 organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and
- 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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

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f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.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. Communication 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.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenderers 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.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

F.1.6.3 Proposal procedure using the two stage-system

F.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.

F.1.6.3.2 Option 2

F.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.

F.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.

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T1.2
Tender Data

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

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.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

F.2.8 Seek clarification

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

F.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.

F.2.10 Pricing the tender offer

F.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 14 days before the closing time stated in the tender data.

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

F.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.

F.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.

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T1.2
Tender Data

F.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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.2.13.8 Accept that the employer shall 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.

F.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.

F.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.

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

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

F.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 F.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.

F.2.18 Provide other material

F.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.

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

F.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.

F.2.20 Submit securities, bonds, policies, etc.

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.

F.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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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Tender Data

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F.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.

F.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 the tender documents are available until three 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 drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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.

F.3.5.2 Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

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F.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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.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.

F.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 F.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.

F.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.

F.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.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{E0}) in accordance with the following formula:

$$T_{E0} = N_{F0} + N_p$$

where: N_{F0} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{E0}) in accordance with the following formula:

$$T_{E0} = N_{F0} + N_q$$

where: N_{F0} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{E0}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{E0} = N_{F0} + N_p + N_q$$

where: N_{F0} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
 N_q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a	$\frac{P_m}{P}$ is the comparative offer of the most favourable comparative offer. is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

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.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q/M_S$$

where:
 S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.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.

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

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- b) 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,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

F.3.14. Prepare contract documents

F.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.

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

F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.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.

F.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.

Part T2: Returnable Documents

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T2.2 Returnable Schedules.....	28 – 53

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T2.1 List of Returnable Documents

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

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	29 - 30
2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	31
3: A) TAX CLEARANCE CERTIFICATE AND B) INFORMATION REQUIRED FOR CONTRACTS OVER R10 MILLION	32
4: A) CONFIRMATION OF COCT VENDOR DATABASE REGISTRATION AND B) CONFIRMATION OF WCSD REGISTRATION	33
5A: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT	34
5B: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	35 - 36
6: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	37
7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO ENGINEERING CONSULTANT	38 - 39
8: KEY PERSONNEL	40 - 41
9: SUPPORT RESOURCES	42
10: PROFESSIONAL INDEMNITY INSURANCE	43
11: PROPOSED WORK PLAN	44
12: EXPERTISE OF KEY PERSONNEL	45
13: TRACK RECORD	46
14: ISO 9001: 2008 CERTIFICATION	47
15: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	48

2. Other documents required for tender evaluation purposes

- A copy of the Joint Venture Agreement (if applicable) - append to Schedule 2.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 3.
- Curriculum Vitae of Key Personnel as applicable - append to Schedule 8.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 10.
- A proposed work plan - append to Schedule 11.
- A statement of expertise/experience of key personnel relevant to project - append to Schedule 12.
- Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.
- A proposed resource allocation schedule - append to Schedule 16.

3. Returnable Schedules that will be incorporated into the Contract

16: ALLOCATION OF RESOURCES	49
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	50
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	51

4. Other documents that will be incorporated into the contract

19: PREFERENCING SCHEDULE	52 - 53
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5. C1.1 The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Activity Schedule

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T2.1
List of Returnable Documents

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T2.2 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.

Section 1: Name of enterprise:
Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* 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: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Provinces
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity
☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

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SCHEDULE 2: 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	N/A	Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

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**SCHEDULE 3: A) TAX CLEARANCE CERTIFICATE AND B) FINANCIAL STATEMENTS FOR CONTRACTS
OVER R10 MILLION**

A. TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF TENDERER:

B. INFORMATION REQUIRED FOR CONTRACTS OVER R10 MILLION

Tenderers are referred to Clause F.2.18.1 and shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

Each party to a Consortium/Joint Venture shall submit a separate set of documents.

N/A

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 4: A) CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION AND B) CONFIRMATION
OF WCSD REGISTRATION

A) CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES	

Tenderers who are not registered on the City of Cape Town's Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

B) CONFIRMATION OF WCSD REGISTRATION

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES	

Tenderers who are not registered and verified on the Western Cape Supplier Database are not precluded from submitting tenders, but must be registered and verified prior to the evaluation of tenders in order to qualify for preference points.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Note: The evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 5A: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	☐	☒
1.1.1	If so, furnish particulars: _____		
1.2	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 (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	☐	☒
1.2.1	If so, furnish particulars: _____		
1.3	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?	☐	☒
1.3.1	If so, furnish particulars: _____		
1.4	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?	☐	☒
1.4.1	If so, furnish particulars: _____		
1.5	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?	☐	☒
1.5.1	If so, furnish particulars: _____		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME
SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

25/11/2011

Position

Name of Tenderer

*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 and attach it to this schedule

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CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 5B: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 141C/2011/12: PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions of delivery particulars of the products or services to which this invitation to tender relates;

¹ Joint 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.

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.


.....
Date 25/11/2011

.....
Name
.....
Associate
.....
Position

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 6: 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
REFEL TO ATTACHED RETURNABLE SCHEDULES				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE NO. 7: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO ENGINEERING
CONSULTANT

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO ENGINEERING CONSULTANT**

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO: 141C/2011/12: PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND
SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE
SLUDGE DEWATERING UNIT

NAME OF THE TENDERER

FURTHER DETAILS OF THE TENDERER(S); Proprietor / Director/s / Partners, etc:

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 Contract Document

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

I, _____ (full name in block letters) _____ the undersigned,
certify that the information furnished on this declaration form is correct and that I/we have no undisputed
commitments for municipal services towards a municipality or other engineering consultant in respect of
which payment is overdue for more than 30 days.

THUS DONE AND SIGNED for and on behalf of the Tenderer/Contractor
at CAPE TOWN on the 25th day of NOVEMBER 2011
(PLACE) (DATE) (MONTH) (YEAR)

Please Note:

Tender
Part 12: Returnable documents
Reference No. 141C/2011/12

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Returnable Schedules

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed
Not Applicable and **THIS DECLARATION MUST STILL BE SIGNED**

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 8: KEY PERSONNEL

The tenderer is referred to clause F 2.1.1.4 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.

PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENGINEER			14
PROJECT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	CHAIRMAN			41
	ENGINEER			12
RESIDENT ENGINEER (ENGINEER'S REPRESENTATIVE)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	ACCREDITATION (SANRAL OR COCT)
	ENGINEER			
REG. PR. MECHANICAL ENGINEER (SUB-CONTRACTOR)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
REG. PR. ELECTRICAL ENGINEER (SUB-CONTRACTOR)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ENVIRONMENTAL OFFICER									
NAME	JOB TITLE	QUALIFICATIONS	ECSK REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE					

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 9: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.5 of the Tender Data and shall state below what Wastewater Treatment Plant design software, Hydraulic design software, 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.

WASTEWATER TREATMENT PLANT DESIGN SOFTWARE, HYDRAULIC DESIGN SOFTWARE, STRUCTURAL ANALYSIS SOFTWARE PACKAGES DETAILS OF THE SOFTWARE PACKAGES AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
REFER TO ATTACHED RETURNABLE SCHEDULES		

SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable documents
Reference No. 141C/2011/12

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 10: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.1.6 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
REFER TO ATTACHED RETAINABLE SCHEDULES		

SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable documents
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CITY OF CAPE TOWN

WATER & SANITATION

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SCHEDULE 11 : 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. 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. The proposed work plan is an important document based upon which up to 10 score points for quality will be awarded. Tenderers should however endeavor 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 12: EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the Curriculum Vitae of the key personnel to Schedule 8 above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialisation and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialisation or experience is relevant to.

Up to 25 score points for quality will be awarded for relevant expertise of the key personnel.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 13: TRACK RECORD

The tenderer shall indicate on the schedule below all bridge work projects (the analysis and design of new and remedial works) that have been successfully completed in their local office in the past three 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). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

Up to 20 score points will awarded for quality according to the nature and scale of projects listed.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
PLEASE REFER TO THE SCHEDULE IN THE 'RETURNABLE DOCUMENTS'			

SIGNED ON BEHALF OF TENDERER: ...

Tender
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SCHEDULE 14 : ISO 9001:2008 CERTIFICATION
If applicable, the tenderer shall append proof of their ISO 9001:2008 certification to this schedule.
5 Score points for quality will be awarded to tenderers who are ISO 9001:2008 certified. Where the entity tendering is a joint venture, provided one of the parties is ISO 9001:2008 certified, and it has been indicated on the work plan submitted that that party will take responsibility for quality management, then the joint venture will be awarded 5 score points in this respect.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 15: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to the tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.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	PROPOSAL
78	7.2.2.4	WE PROPOSE THAT SCC2010 BE USED ONLY FOR THE CIVIL WORKS. THE CONDITIONS OF CONTRACT PROPOSED FOR THE MTE CONTRACT/CONTRACTS ARE THE FIDIC "YELLOW" BOOK ¹⁵
76	PARAGRAPH 1 OF SECTION 5	WE WILL NOT BE ABLE TO MANAGE THE PROCUREMENT OF R30 000 000 IN THE 2011/2012 FINANCIAL YEAR, AND REQUEST THAT THIS BE REDUCED TO R2500 000.
83	POINT 'B'	OUR SENIOR PROJECT ENGINEER IS A PR ENG (CHEMICAL), NOT PR ENG (CIVIL)
83	POINT 'F'	WE PROPOSE THAT THE ENVIRONMENTAL MANAGEMENT PLANS ~~SHOULD~~ ADD TO THE REQUIREMENTS OF THE RECORDS OF DECISIONS (RODs), AS THERE MIGHT BE ACTIVITIES THAT ARE NOT COVERED IN THE RODs.

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 16: ALLOCATION OF RESOURCES

The tenderer shall append their proposed resource allocation to this schedule.

This schedule should include all personnel that are intended to be used in the execution of the work (including the key personnel and others as may be necessary) with details of their name, qualification, title/job description, a brief description of their function in relation to this project, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in this project (part time oversight role, full time for duration of certain activities, as and when required, etc).

This schedule should also include resources other than human (equipment, software, etc) that are relevant to/necessary for and are available, or will be bought/hired in, for use on this project.

Up to 10 score points for quality will be awarded for the allocation of resources over and above the key personnel named in Schedule 8 and scored in Schedule 12 above.

The employer may request more detailed information relating to the resources listed if deemed necessary.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

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AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Clause 45.1:

"The City Manager may reject the bid or quote of any person if that person or any of its directors has:
45.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and
charges as are in arrears for more than three months,"

I, THE UNDERSIGNED, _____

(FULL NAME IN BLOCK LETTERS)

hereby authorise the City of Cape Town to deduct the full amount outstanding by the
business organisation / Director / Partner, etc from any payment due to us / me.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at CAPE TOWN

PLACE

on the 25 day of NOVEMBER

20 11

2011

in the presence of the subscribing witnesses.

Tender
Part T2: Returnable documents
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Returnable Schedules

CITY OF CAPE TOWN

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SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS (ANNEX K)

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.	21/11/2011	PRICING SCHEDULE CHANGE
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date 25 NOV 2011

Name

Position ASSOCIATE

Tender

CITY OF CAPE TOWN
WATER AND SANITATION

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PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES
AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

INITIALS OF OFFICIAL

1

SCHEDULE 19: PREFERENCING SCHEDULE
PF1 : Preferencing Schedule where preferences are granted in respect of HDI equity

1. Definitions

The following definitions shall apply to this schedule:

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI equity ownership by an HDI will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust; and
- a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) ("the Interim Constitution"); or
 - b) who is a female; or
 - c) who has a disability;
- provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI;

2. Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the Net Amount of the Contract to a person who is not an HDI or does not qualify for such preference;
- 2) maintain an HDI equity ownership of not less than that upon which the preference is based for the duration of the Contract;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete the Tender Preference Claim in respect of Enterprise Status or Structure in the Tendering Entity contained in Section 4 below.

3. Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

1. termination of the Contract; or
2. a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the contract price including Value Added Tax, divided by 100

4. Tender preference claim in respect of enterprise status or structure of the tendering entity

Number of preference points = $NOP \times EP / 100$

NOP = maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)

EP = the percentage of equity ownership by an HDI within the business enterprise.

I/we apply on behalf of my/our firm for a preference based on an HDI equity ownership percentage of 3.0. 48.52%

SEE NOTE OVERLEAF

Tender

Part T2: Returnable documents
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NOTE:

Tenders are required to be registered and verified on the Western Cape Supplier Database (WCSD) prior to the evaluation of tenders in order to qualify for preference points. The Employer will verify the HDI equity ownership percentage claimed by the tenderer (in 4 above) against that given on the WCSD. If any discrepancy exists, the employer shall use the percentage given on the WCSD, in the formula above, to calculate the number of preference points achieved by the tenderer. Where the entity tendering is a joint venture, the HDI equity ownership percentage of each party shall be combined in proportion to the percentage contribution of each party to the joint venture in order to determine the HDI status of the joint venture itself.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer will satisfy the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance.....	55 – 58
C1.2 Contract Data	59 – 62
C1.3 Occupational Health and Safety Agreement.....	63 – 64

CITY OF CAPE TOWN

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TENDER SERIAL No.: 3

1ST OF 01

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 141C/2011/12: PROVISION OF PROFESSIONAL SERVICES : SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the engineering consultant 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 FOUR MILLION, SEVEN HUNDRED AND FIFTY THOUSAND
RAND ONLY (in words);
R 4 750 000,00 (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 engineering consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and address of organization/tenderer)

Name and signature of witness Date 25 NOV 2011

Contract 55 C1.1
Part C1: Agreements and contract data Form of offer and acceptance
Reference No. 141C/2011/12

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within the working days of the date of such receipt notifies the employer in writing of any reason why he cannot comply with the terms of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the
Employer

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date 7.5.2012

Contract
Part C1: Agreements and contract data
Reference No. 141C/2011/12

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C1.1
Form of offer and acceptance

The diagram illustrates a sequence of five subjects, each consisting of a 'Subject' section and a 'Details' section. A diagonal line connects the end of the 'Details' section of one subject to the start of the 'Subject' section of the next subject, indicating a continuous flow or sequence. The subjects are numbered 1 through 5, and each has a corresponding 'Subject' and 'Details' label. The line starts at the top left of the first 'Subject' label and ends at the bottom right of the fifth 'Details' label.

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.

For the Tenderer:

Signature(s)

Name(s) N

Capacity ASSOCIATE

(Name and address of organization/tenderer)

Name and signature of witness Date 15/05/2012

For the Emj

Signature(s)

Name(s)

Capacity

(Name and address of organization)
CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and signature of witness Date 7.5.2012

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

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.

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.

Add the following to the definition of Project:

The project is the PROVISION OF PROFESSIONAL SERVICES : SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

Add the following to the definition of Engineering consultant:

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.

Add the following to the definition of Start Date:

The Start Date is the date when the tenderer receives 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)

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.

Contract
Part C1: Agreement and Contract Data
Reference No. 141C/2011/12

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C1.2
Contract Data

The address for receipt of communications is:

Telephone: (021) 400 4859
Facsimile: (021) 419 4843
E-mail: philemon.mashoko@capetown.gov.za
Postal Address: PO Box 1694
CAPE TOWN
8000

Physical Address: Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.5:

Add the following with in

The location for the performance of the Project will be split between the **VARIOUS WASTEWATER TREATMENT PLANTS**, within the **CITY OF CAPE TOWN** and the **LOCAL OFFICE** of the engineering consultant.

Clause 3.9.3

Add the following:

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

Clause 3.15.1:

Add the following:

The programme shall be submitted within 14 days of receipt of the Acceptance of the tender Offer (the Start Date).

Clause 3.16.2:

Add the following:

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

Clause 4.7

Add the following:

For payment purposes (refer to Clause 8 of Part C2.1: Pricing Assumptions) "Close-Out" has been included under the Contract Administration and Inspection stage of the Service. The Engineering consultant will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor's maintenance period.

Clause 5.4.1:

Add the following:

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

1. Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance.
2. 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.
3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

The Engineering consultant shall ensure that any subcontractors 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 5.5:

Add the following:

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

1. Replacing any of the key personnel listed at the time of tender.
2. 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.
3. Nominating the Engineer's Representative in terms of Clause 3.2.1 (GCC 2010).
4. Delegation of Engineer's authority in terms of Clause 3.2.4 (GCC 2010).
5. Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2010).
6. Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2010).
7. The issuing of an instruction to accelerate progress in terms of Clauses 5.7.3 and 5.12.4 (GCC 2010).

Contract

Part C1: Agreement and Contract Data

Reference No. 141C/2011/12

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C1.2
Contract Data

Clause 7:
Amend as follows:
 Replace all reference to the "Personnel Schedule" in Clause 7 with the "Allocation of Resources Schedule" (Schedule 16).

Clause 8.1:
Add the following:
 The Engineering consultant is to commence the performance of the Services within 14 days after the date that the Contract becomes effective.

Clause 8.4.3(c):
Add the following:
 The period of suspension under Clause 8.5 is not to exceed 8 months.

Clause 9.1:
Add the following:
 Copyright of documents prepared for the project shall be vested with the Employer.

Clause 11.1:
Add the following:
 A Engineering consultant may not subcontract 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 14.2
Add the following:
 Notwithstanding the above, should the Engineering consultant's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices
 Section 20(1) of the Value Added Tax Act of 1991 (Act 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 Engineering consultant 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 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.

Part 2: Data provided by the Engineering consultant

The Engineering consultant is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

The authorised and representative of the Engineering consultant is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

C1.3 Occupational Health and Safety Agreement

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

(Engineering consultant/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 95 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.

COLD 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

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor's.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	66 – 68
C2.2 Activity Schedule	69 – 72

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, with reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 190 of 2010) is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. 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 or work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees 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.
6. 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.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Engineering consultant will be adjusted according to final construction contract values based on the percentage fee tendered.
Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.

8. The following table shall be used for proportioning the tendered basic fee for normal services (Item No 2) over the various stages of the services:

Stage of Services	Percentage points for each stage
Inception	5
Concept and Viability	15
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection (including Close-Out)	40*

*"Close-Out" has been included under the Contract Administration and Inspection Stage of the Service. The Engineering consultant will be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor's defects liability period.

9. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Engineering consultant will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.

10. The categories of persons (A, B, C, D) in respect of time based fee rates shall be as defined in Clause 4.4(2) of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 192 of 2010).

11. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or in full should the additional work not be required. Where additional services are to be sub-contracted out by the Engineering consultant, which do not exceed R200 000,00 (including VAT) in value, the Engineering consultant will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Engineering consultant shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services.

12. Tenderers are referred to Clause 7.2.3 of the Scope of Work and the requirement that a level 4 Construction monitoring service be provided by the engineering consultant. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.

13. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Engineering consultant. 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, percentage fees and prices for normal and additional services rendered.

14. 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 Engineering consultant's account.

Handwritten signature and date: 2010/10/27

15. 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.
16. 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 R3.05/km (excluding VAT).
17. 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 intent 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 Engineering consultant shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT No 141C/2011/12

PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

C2.2 Activity Schedule

Item No 1 : Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Quantity	Rate	Amount R
1.1	Provide Services as described in the Scope of Work in respect of: Inspection of the site Collation of information Condition report and priorities Cost estimates Preliminary programme	Sum	-	-	28 479, 99
	TOTAL OF ITEM No 1 TO SUMMARY				28 479 99

Item No 2 : Normal Services

Item No.	Activity Description	Tendered Percentage Fee	Amount R
2.1	Provide Services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	Estimated Contract Value inclusive of contingencies but exclusive of VAT (Construction Cost) R 61 400 000 (a) Tendered basic fee as a percentage of the estimated contract value (a) above 3,5 % (b)	2 149 000 00
	TOTAL OF ITEM No 2 TO SUMMARY	PRICE (c) = (b) x (a) / 100	2 149 000 00

Item No 3 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R
3.1	Additional Services pertaining to all stages of the Project.	-	-	-	-
3.1.1	Applying for wayleave conditions and approvals from all services authorities	Sum	-	-	INCLUDED
3.1.2	Services related to targeted procurement	Sum	-	-	INCLUDED
3.2	Provide a level 4 construction monitoring service as described in the Scope of Work	month	36		720 000 00
3.3	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.			Tendered fee as a percentage of the estimated contract value (a) above $0,15\%$ (d) PRICE (e) = (d) x (a) 100	92 100 00
3.4	Environmental management and control of construction activities			Tendered fee as a percentage of the estimated contract value (a) above $0,15\%$ (f) PRICE (g) = (f) x (a) 100	92 100 00
	TOTAL OF ITEM No 3 TO SUMMARY				904 200 00

Contract Reference Monitoring
during Defects Notification
Period

Unit Qty Rate Amount

month 12

Item No 4: Recoverable Expenses (Disbursements)

Item No.	Description	Unit	Quantity	Rate	Amount R
4.1	Recoverable expenses in respect of printing/copying as specified below:				
	Printing: size A0,	No	250	40	10 000
	Printing: size A1,	No	200	40	8 000
	Printing: size A2,	No	500	32	16 000
	Printing: size A3	-	-	20	RATE ONLY
	Printing/copying: size A4 (reports and tender documents only),	No	10 000	2	20 000
	Compilation and binding of reports/tender documents, books of drawings.	No	100	12	1200
	Electronic Data provided on Compact Disk	No.	20	49,94	998 80
4.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	50 000 00
4.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	-	-	200 000 00
4.3.2	Extra over item 4.3.1 above in respect of all other costs, overhead charges and profit.	%	200 000	0	NIL
4.3.3	Location, identification and recording of underground services.	Provisional Sum			200 000 00
4.3.4	Extra over item 4.3.3 above in respect of all other costs, overhead charges and profit.	%	200 000	0	NIL
4.3.5	Geo-technical survey of sites and making of recommendations that impact on the final design	Provisional Sum	30. 1		
4.3.6	Extra over item 4.3.5 above in respect of all other costs, overhead charges and profit.	%	200 000	0	200 000 00
					NIL
	TOTAL OF ITEM No 4 TO SUMMARY				706 198 80

CITY OF CAPE TOWN
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PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT
VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No 1	R 28479,99
B: TOTAL OF ITEM No 2	R 2 149 000,00
C: TOTAL OF ITEM No 3	R 904 200,00
D: TOTAL OF ITEM No. 4	R 706 198,80
E: SUB-TOTAL (ITEMS 1 TO 4)	R 3 787 878,79

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 378 787,88

G: TOTAL INCLUDING CONTINGENCIES

R 4 166 666,67

H: VALUE ADDED TAX
ADD: VAT at the rate of 14% of G above

R 583 333,33

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

R 4 750 000,00

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. 141C/2011/12: PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT has been based.

SIGNED ON BEHALF OF THE TENDERER:

Contract
Part C2: Pricing Data
Reference No. 141C/2011/12

Part C3: Scope of Work

C3.1 Scope of Work	Pages 74– 83
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CITY OF CAPE TOWN

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C3.1 Scope of Work

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1. INTRODUCTION

The scope of work for this tender is for Professional Services to cover Sludge Dewatering and Sludge Handling Facilities which includes Mechanical Sludge Dewatering Units, and is applicable to several Wastewater Treatment Plants and a Mobile Dewatering Unit suitable for use at any Wastewater Treatment Plant. A Professional Engineering consultant is required to provide the professional services necessary to implement and manage this project. The design, construct, supply, delivery and installation for the civil, mechanical, and electrical plants of such sludge dewatering and handling equipment will be for another tender and will not be considered for this Scope of Work.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced engineering consulting firms for Contract: **PROVISION OF PROFESSIONAL SERVICES: SLUDGE DEWATERING AND SLUDGE HANDLING FACILITIES AT VARIOUS WASTEWATER TREATMENT PLANTS AND A MOBILE SLUDGE DEWATERING UNIT**, which will be evaluated using a financial offer and preference points based system as described in the tender data.

2. BACKGROUND

The City of Cape Town owns 27 WWTPs and several of them have mechanical sludge dewatering equipment such as belt presses and centrifuges. Some of this equipment has reached the end of its economic life and needs replacing. Replacements are required for the two centrifuges at Mitchells Plain and one centrifuge at Borchards Quarry. At the Westfleur and Melkbosstrand WWTPs, the sludge is presently being dewatered by means of drying beds and it is intended to replace this process with mechanical dewatering.

It is therefore the City's intention to install mechanical dewatering at Westfleur and Melkbosstrand Wastewater Treatment Plants and replace the centrifuges at Mitchells Plain and Borchards Quarry Wastewater Treatment Plants. The capacity of these mechanical dewatering facilities and equipment must be designed to meet present needs and with provision for future expansion.

3. EMPLOYER'S OBJECTIVE

The objective of this tender is to procure professional service by appointing engineering consultants for the detailed design, tender documentations, project management, contract administration, of the dewatering facilities and associated works at Westfleur, Melkbosstrand, Mitchells Plain and Borchers Quarry sites.

The appointed consultant must be able to produce the necessary design, drawings, specifications, contract documents and reports associated with the implementation of the project and to supervise and administer the associated contracts in a cost effective and technically competent manner. The appointed consultant must have the skills, track record, experience and capacity to undertake this project. Due to the nature of this tender, it is envisaged that the appointed consultant would have to administer several contracts in various disciplines of engineering.

In addition, the Wastewater Branch of the City of Cape Town wishes to procure transportable mechanical equipment for use in dewatering waste sludge emanating from smaller wastewater treatment works and maturation ponds under its control. The engineering consultants are required to advise on the type and capacity of such equipment and to include this equipment in the contract documents.

For both the stationary units and the mobile unit, the consultant is required to produce a cost benefit analysis to inform the decision on the type of dewatering equipment selected.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Engineering consultant is required to provide the following services:

4.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

4.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

4.3 Additional Services

(1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.

- (i) The provision of all services in respect of wayleave applications and approvals.
- (ii) The provision of all services related to targeted procurement.

(2) The provision of a level 4 construction monitoring service as described in Clause 3.3.2 of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified upon in the project brief below.

(3) The provision of all services in respect of acting as the Employer's agent during the term of the project, in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003 as described in Clause 3.3.3 of Board Notice 190 of 2010: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published in Government Gazette No. 33892, 23 December 2010.

5. EXTENT OF THE SERVICES

The services to be provided in terms of this project are inextricably linked to the Employer's three year capital budget. All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial years. The budget provision for the current, and next two financial years (which run from 1 July to 30 June the following year) is as follows:

2011/2012	: R30 000 000
2012/2013	: R11 400 000
2013/2014	: R20 000 000

The total project budget for Melkbosstrand, Wesfleur, Mitchells Plain, Borchers Quarry WWTPs and the Mobile Mechanical Unit combined is anticipated to be R61 400 000.00 (spread over the current and next two financial years), which includes provision for construction costs (VAT excluded), fees and disbursements for professional services (VAT excluded) and internal charges. All work (including construction) must be programmed to be completed within this three (3) year budget cycle.

For tendering and tender evaluation purposes, it has been assumed that the project cost (exclusive of VAT) over the three year period will be R61 400 000, and the activity schedule has been structured in such a way that Engineering consultants are to tender, *inter alia*, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual contract values.

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.

6. USE OF REASONABLE SKILL AND CARE

The Engineering consultant 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 traveling public and businesses below.

7. BRIEF

7.1 Terms of Reference

The purpose of this tender is to procure the professional services required for the Employer to be able to implement its objective of installing the mechanical sludge dewatering equipment at the various listed Wastewater Treatment Plants within the given budget and timeframes.

The Engineering consultant shall collect all data relevant to the required improvements, identify and investigate options for effective performance and produce designs in keeping with this Scope of Work. The information collected, the preliminary design and cost estimates, an implementation programme for each expansion at each plant must be presented in a form of a report for the Employer's approval.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The design and assessment / evaluation work includes but is not limited to provision of the following facilities and components:

A. STATIONARY DEWATERING FACILITIES:

- a) Dewatering Facilities at Wesfleur Wastewater Treatment Plant;
- b) Dewatering Facilities at Melkbosstrand Treatment Plant;

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- c) Dewatering Facilities at Mitchells Plain Wastewater Treatment Plant;
- d) Dewatering Facilities at Borchers Quarry Wastewater Treatment Plant;
- e) Holding Wells;
- f) Pump Stations;
- g) Liquid Waste Receptacle Facilities;
- h) Access Roadworks;
- i) Service Pipelines;
- j) Upgrade of the Hydraulic systems feeding the new Dewatering Facilities at Mitchells Plain and Borchers Quarry Westfleur WWTPs, and the existing Dewatering Facilities at Mitchells Plain and Borchers WWTPs;
- k) Replacement equipment components indicating substantial wear at Mitchells Plain and Borchers Quarry WWTP's Dewatering Facilities;
- l) Continuous flow polyelectrolyte make-up system, preparation and dosing equipment/unit for use with the sludge dewatering equipment.
- m) Replacement and consideration of improvements to the belt wash system components and polymer/sludge mixing assemblies at the Mitchells Plain WWTP's dewatering facility;
- n) Provision of dewatered sludge skip loading facilities at Melkbosstrand and Westfleur WWTPs;
- o) Provision of filtrate return pipelines;
- p) Evaluation and upgrading of electrical connections, instrumentation and controls.

B. MOBILE MECHANICAL SLUDGE DEWATERING UNIT

B.1 Scope

The engineering consultant is required to investigate and advise on the type of mobile mechanical equipment. The consultant must provide cost comparison for the mobile equipment in term of the process.

The mobile unit shall be capable of on-site dewatering of Waste Activated Sludge. The unit could also be used to dewater sludge removed from the bottom of maturation ponds. This sludge will be waste activated sludge modified by anaerobic digestion while lying on the bottom of maturation ponds.

The mobile sludge dewatering unit shall be easily transportable from one treatment plant to another on public roads without the inconvenience of restrictions such as escort vehicles, flashing lights and the like. The dewatering unit could be permanently mounted on a suitably configured trailer or transported on a low bed and off-loaded where required.

The unit shall be fitted with a roof and side enclosures to provide protection from the weather and protected against theft and vandalism when the unit is not in service. The side panels shall be capable of being opened during operation to provide access and ventilation. Ventilators shall be fitted to the roof of the unit.

With the need to decrease effluent phosphate levels to limit the impact on the environment, it will be necessary to include chemical precipitation in order to reduce the ortho-phosphate content of the effluent to less than 1 mg/l. It is most likely that an Iron salt would be used. As some of the treatment works have not been designed for Biological Excess Phosphorus Removal, it is expected that a significant dose of chemical precipitant will be required. This will substantially increase the quantity of sludge produced and will most likely affect the dewatering characteristics of the sludge. These aspects MUST be taken into consideration.

B.4 Capacity and performance of mechanical dewatering equipment

Although the operational staff at each treatment plant will try to maintain a constant Mixed Liquor Suspended Solids and Return Activated Sludge flow rate, the solids content of the feed to the dewatering facility will vary. For this reason, the equipment must be capable of operating at various hydraulic and mass loading rates. The feed solids content could vary between 0.5% and 2% dry solids.

7.2 Specific Requirements

7.2.1 Planning, Studies, Investigations and Assessments

The Engineering consultant shall inspect the sites to familiarise him/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work

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by others) is going to have to be executed. This must include any impact the construction and installation work will have on the operations of the treatment plant.

The Engineering consultant shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for the improvements, cost estimates, and an implementation programme covering the three year budget cycle. Any estimates produced must exclude value added tax (VAT). Inspection reports produced in terms of previous investigations and works undertaken will be made available to the Engineering consultant for comparative purposes.

7.2.2 Normal Services

7.2.2.1 Stage 1 – Inception (Deliverable #1)

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the project required for sludge dewatering facilities within the budgetary constraints of this project. Any further investigative work should be identified at this stage.

7.2.2.2 Stage 2 – Concept and Viability (Preliminary Design) (Deliverable #2)

It is anticipated that for this particular project there will be a preliminary design stage and site location for the facility, hence consultation with the client, various service authorities, and other interested parties will be necessary prior to finalising designs and documentation. The engineering consultant must however allow for providing any of those concept, comparative and viability services as may be necessary to proceed with and finalise the detail design and tender documentation.

7.2.2.3 Stage 3 – Design Development (Detailed Design) (Deliverable #3)

In this stage, the engineering consultant shall undertake a geo-technical study of the area identified for the location of the dewatering facilities and the pipeline routes to and from the facility. Thereafter, the engineering consultant shall undertake a detailed design of the facility (geo-technical, mechanical, electrical and civil).

The Employer will make arrangements to make all available record drawings (in electronic format - .tif or .pdf) relating to the original design and construction of the Westfleur, Melkbosstrand, Mitchells Plan and Borchards Quarry Wastewater Treatment Plants, available to the Engineering consultant at no cost. The Engineering consultant will however be required to search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any site surveys (visual inspections, measuring to confirm dimensions, etc.) required to corroborate the as-built information provided or any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

The Engineering consultant shall be responsible for all initial service enquiries, wayleave applications and obtaining all conditions from the relevant Service Authorities that are necessary to carry out all work in terms of this project. All applications in this respect must be carried out timeously so that all wayleave conditions can be incorporated into the detail design.

The Engineering consultant shall be responsible for all negotiations with property owners, business owners' lessees and/or tenants on behalf of the employer as regards arrangements for occupation of their premises necessary to execute the work. If necessary, the Engineering consultant shall liaise with and obtain input from the City's Property and Legal Services Departments in his regard. This activity is applicable to the Contract Administration as well.

7.2.2.4 Stage 4 – Documentation and Procurement (Deliverable #4)

A draft tender contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010, published by the South African Institution of Civil Engineering. The Engineering consultant shall liaise with the Employer during the preparation of the draft contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Engineering consultant's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being

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advertised. The Engineering consultant shall prepare detailed estimate of project costs and submit such to the Employer.

The Engineering consultant shall attend a Bid Specification Committee meeting prior to the finalisation of the contract documentation and advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

Detail design drawings, shall be finalised, incorporating any comments of the Employer. Once finalised, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Engineering consultant. All other prints issued henceforth shall carry the words "initial version signed on (date)" at the signature location in the title block.

The Engineering consultant shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

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

The Engineering consultant shall, during the tender period, attend and preside over tender clarification meeting(s), and respond to all queries received during this period.

Once tenders close, the Engineering consultant shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Engineering consultant shall present his evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Engineering consultant's attention/action.

Once approved by the Employer, the Engineering consultant shall facilitate the signing up of the resultant contract.

7.2.2.5 Stage 5 – Contract Administration and Inspection (Deliverable #5)

There are no specific requirements over and above those listed in the Guideline Scope of Service specified in Clause 7.1 above. The engineering consultant shall convene, chair and manage contract meeting with the various contractors during the project and shall draw up Minutes of such meetings and timeously prepare the Agenda for the next meeting.

7.2.2.6 Stage 6 – Close-Out

The Engineering consultant shall prepare and submit as-built plans to the Employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints. The Engineering consultant shall ensure that complete and comprehensive Operations and Maintenance Manuals are submitted by the various contractors.

7.2.3 Additional Services

Service Enquiries/Wayleave Applications

The Engineering consultant shall be responsible for all initial service enquiries/wayleave applications from the various service authorities; the requirements of whom shall be carried through into the designs and tender documentation as necessary.

Targeted Procurement

The Engineering consultant shall provide all services related to targeted procurement in respect of the construction contract.

Project Management

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

The Engineering consultant is required to identify the Engineer's Representative at the time of tender, and will require the Employers approval to replace such individual, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

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

The Engineering consultant, 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, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Engineering consultant shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Engineering consultant 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 Engineering consultant'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 Engineering consultant shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any sub-consultants/sub-contractors employed by the Engineering consultant also comply with the requirements of the Act and Regulations. The Engineering consultant 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).

Site survey to locate, identify and record all underground services in the area of the dewatering facility.

The Engineering consultant (either in-house or through the appointment of an external service provider) shall undertake a site survey to locate, identify and record all underground services in the area of the dewatering facility and the various pipeline routes associated with this project.

Geo-technical survey to determine soil conditions in the area of the dewatering facility.

The Engineering consultant (either in-house or through the appointment of an external service provider) shall undertake a geo-technical survey to determine soil conditions in the area of the dewatering facility and the various pipeline routes associated with this project. Such report shall include recommendations relating to the construction of the dewatering facilities on each site.

7.3

Time Frames/Milestones

There are three milestones with respect to this particular project that the Engineering consultant shall adhere to. These are primarily related to the need to spend the budget in any given financial year. The milestone dates are thus 2012-06-30, 2013-06-30, 2014-06-30, by which time the full budget allocation in the year long period leading up to each milestone must be spent (invoiced).

The Engineering consultant shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met.

7.4

Places for the Performance of Specific Tasks

The Westfleur, Melkbosstrand, Mitchells Plain Wastewater and Borchards Quarry Treatment Plants are located in the Cape Town Metropolitan Area.

The majority of the work involved in the detail design and preparation of tender documentation and reports should be undertaken at the Engineering consultant's local office.

7.5

Reporting Requirements

A report covering the scope of works, cost estimates and construction programme shall be submitted to the Employer for discussion before any commitments are made, by either the Employer or Engineering consultant. This is not to say that the Engineering consultant may not do any preliminary work as regards the preparation of designs and contract documentation, while the report is being finalised. Any abortive work in this regard however, will be to the Engineering consultants account.

The Engineering consultant shall prepare and submit a tender evaluation report to the Employer within two weeks of tenders for the construction works having been received.

Once construction is underway, the Engineering consultant shall submit quarterly cost reports to the Employer showing expenditure in respect of both the Engineering consultants appointment and the construction contract together with the anticipated spend to the end of the financial year in question.

8. REFERENCE DATA

WWTP	Treatment Capacity	Influent Wastewater Characteristics			Current Dewatering Process	Type of Sludge
		COD	TKN	TSS		
	Mild	mg/l	mg/l	mg/l		
Westfleur	Domestic	Current-889 Design-1 200	Current-108 Design-80	Current-436 Design-ns	Drying Beds	WAS
	Industrial	Current-1 012 Design-6	Current-70 Design-75	Current-350 Design-ns		
Melkbosstrand	Designed-5.4	Current-620 Design-500	Current-58 Design-54	Current-263 Design-ns	Drying Beds	WAS
Mitchells Plain	Designed-37.5	Current-1 268 Design-628	Current-142 Design-50	Current-567 Design-455	Centrifuges Belt Press	WAS and Primary
Borchards Quarry	Designed-55	Current-1 118 Design-500	Current-104 Design-78	Current-786 Design-800	Centrifuges & Belt Press	WAS and Primary

ns = not stated

Figures of Flow, COD, sludge production and other parameters quoted in the tender document must be confirmed before the final design is undertaken.

Tenders are referred to the detailed drawings related to each plant and its respective projects. These documents are available for reference purposes at the offices of the City of Cape Town, Water and Sanitation Department, Wastewater Branch, 10th Floor, 38 Wale Street, Cape Town.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Engineering consultant shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. PARTICULAR SPECIFICATIONS

None.

11. APPROVALS

The Engineering consultant shall be responsible for obtaining the following approvals:

- Approval of the priorities for rehabilitation, and the implementation programme from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the accommodation of traffic plans from the Traffic Manager,
- Approval of the Engineers Representative from the Employer,

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- In respect of time based services, approval of the allocation of staff from the Employer.

Notwithstanding any approval received from the Employer, the Engineering consultant shall remain responsible for all work carried out by the Engineering consultant in terms of this contract.

12. PROCUREMENT

12.1 Preference for HDI Equity Ownership

The Employer applies and promotes the principles of preferential procurement.

In terms of the Employers current Supply Chain Management Policy, which incorporates Preferential Procurement, the target group for consultant (Professional Services Provider) contracts is Historically Disadvantaged Individuals (HDI) with equity ownership in enterprises/businesses performing as prime contractors only. This includes Joint Venture Partnerships which are established with a view to contracting with the City in the capacity of a prime contractor. This is a direct preferencing approach, where no preference points are given for sub-contracting with, or employing the services of sub-consultants or other engineering consultants, regardless of the HDI equity ownership of these entities.

Engineering consultants shall note that the Employer regards a consortium and a joint venture as being one and the same. In this regard, the Employer will only enter into a contract with a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable.

Engineering consultants are required to be registered and verified on the Western Cape Supplier Database (WCSD) prior to the evaluation of tenders in order to qualify for preference points. The Engineering consultant shall apply for a preference based on an HDI equity ownership percentage on Schedule 19; Preferencing Schedule, Part T2.2: Returnable Schedules. The Employer will verify the HDI equity ownership percentage claimed by the Engineering consultant against that given on the WCSD. If any discrepancy exists, the employer shall use the percentage given on the WCSD to calculate the number of preference points achieved by the Engineering consultant. Where the entity tendering is a joint venture, the HDI equity ownership percentage of each party shall be combined in proportion to the percentage contribution of each party to the joint venture in order to determine the HDI status of the joint venture itself. The joint venture agreement must clearly stipulate the percentage contribution of each party to the joint venture.

A Engineering consultant who claims a preference in this regard shall not sub-contract more than 25% of the net amount of the contract to any person/enterprise which does not qualify for such preference, and shall maintain an HDI equity ownership of not less than that upon which the preference was based at tender stage, for the duration of the contract.

12.2 Sanctions Relating to Breaches of Preferencing Conditions

Where a Engineering consultant is found guilty of misrepresenting any facts in respect of ownership, either in a tender submission, or on the Western Cape Supplier Database, in order to effect the outcome of a tender, either before or after the award of a contract, then that Engineering consultant shall be restricted on the supplier database for a period of 12 months and shall be notified accordingly. The effect of such restriction is that no further work will be awarded to the Engineering consultant for the duration of the restriction. Furthermore sanctions as provided for in Schedule 19, Part T2.2: Returnable Schedules will be applied.

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 Engineering consultant 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. KEY PERSONNEL

The Engineering consultant shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- A Project Leader who is a Reg. Pr. Eng. Civil Engineer with at least ten years verifiable post graduate experience in the analysis and design of Wastewater Treatment Plants, who

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will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the General Conditions of Contract, within the last three years.

- A Project Engineer who is a Reg. Pr. Eng. Civil Engineer with at least five years verifiable post graduate experience in the analysis and design of Wastewater Treatment Plants.
- A Resident Engineer (Engineer's Representative) who is a Reg. Pr. Eng. with at least ten years verifiable post graduate experience in construction, monitoring, and site supervision of contract work with a mechanical and civil interface, including a minimum of two contracts which have involved Wastewater Treatment Plants. The Project Engineer may also fulfill this function in which case this must be clearly stated in Schedule 8.
- A Reg. Pr. Mechanical Engineer who has a minimum of 10 years verifiable post graduate experience in wastewater engineering.
- A Reg. Pr. Electrical Engineer who has a minimum of 10 years verifiable post graduate experience.
- An Environmental officer who has a minimum of 5 years verifiable post graduate experience, to ensure that the environmental conditions of the Record of Decision are adhered to.

Key personnel shall be allocated to this project in terms of the requirements detailed in Part F.2.1.4 of this document. Additional staff identified by the Engineering consultant as being available for involvement in this project, over and above the specified minimum requirements could be an advantage in the selection process.

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.

15. MANAGEMENT MEETINGS

Once the contract has been awarded, Steering Committee Meetings will be held on a monthly basis, or otherwise as necessary. 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 Engineering consultant 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 Engineering consultant shall have adequate representation at these meetings from the civil, mechanical, electrical and environmental disciplines. The Engineering consultant's Project Leader shall attend these meetings and shall co-ordinate all relevant actions there from, together with arranging minute taking and distribution, presentations, etc.

16. CLAIMS FOR PAYMENT

The Engineering consultant 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 Engineering consultant, any additional cost which the Employer incurs arising out of non-performance/negligence of the Engineering consultant.

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Cape Metropolitan Area Map (issued with this document): Wastewater Treatment Plants Locations

