

TENDER NO. 300C/2016/17



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515 Approved by SCM Director: 29/10/2014

Version: 1

Page 1 of 111

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 61 of this document (see also Clause F.4.4 Invalid tenders on page 18).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 56 of this document.

ISSUED BY:

**DIRECTOR : WATER AND
SANITATION**
CITY OF CAPE TOWN
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

For official use. 3

TENDER SERIAL No.:

**SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING**

1.

2.

3.

MARCH 2017

**NAME OF TENDERING
ENTITY**

Making progress possible. Together.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

General Tender Information

TENDER ADVERTISED	:	24 March 2017
CLARIFICATION MEETING	:	10h00 on 5 April 2017 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of Potsdam Wastewater Treatment Works Board Room, off Koeberg Road, opposite Chevron Oil Refinery, Milnerton.
CLOSING DATE	:	11 May 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 214 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 214	:	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 (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

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CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

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T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director : Water and Sanitation, invites tenders for Tender No. 300C/2016/17: Provision of Professional Engineering Services: Investigation, Preliminary Design, Detailed Design and Contract Supervision for the Capacity Upgrade at the Potsdam Wastewater Treatment Plant.

Tenderers must be registered on the City of Cape Town's Supplier Database.

Tenderers who are not registered on the City of Cape Town's Supplier 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 tender in accordance with the Preferential Procurement Regulations, 2011.

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 –15:00 from 24 March 2017.

A non-refundable tender fee 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 any issues in these documents may be addressed to
Fax No. , e-mail :

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on 5 April 2017 at 10h00 at the offices of Potsdam Wastewater Treatment Works Board Room, off Koeberg Road, opposite Chevron Oil Refinery, Milnerton.

The closing time for receipt of tenders is 10h00 on 11 May 2017.

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

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

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

CITY OF CAPE TOWN

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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: cidb@cidb.org.za.
2. The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)**, Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.
3. The **Amended Landscape Architectural Work Stages – January 2011**, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za).
4. This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (Tender No. 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT, 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

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site information

C4.1 Site Information

C4.2 Water Use Licence

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.

F.1.4

Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

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

Name:

Postal address:

Tel:

Fax:

E-mail:

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

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 Supplier Database Registration

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

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

F.2.1.1.1.A

National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

F.2.1.1.2

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 or within a radius of 60 km from the Cape Town Civic Centre. All communication with the employer will flow through the local office where the majority of work in terms of this tender will be carried out and the Project Leader/Key Personnel must be available when requested to meet under short notice. 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.2.1.1.3

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 9, 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 9.

Please Note: Items a) to e), g) and h) MUST be in the permanent employment of the Tenderer while items f) and i) to n) may be sub contracted. No duplication is allowed in each discipline.

- a) Project Leader who is qualified and registered as an Engineer (PrEng or PrTech Eng) with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants and who will be responsible for all work carried out in terms of the tender. The Project Leader must, within the last five years, also have acted as the "Engineer" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2010, 3rd Edition 2015 or FIDIC suite of contracts. He/she must have a minimum of 10 (ten) years verifiable post graduate experience in project management, site supervision and contract management in concrete structures with a mechanical and electrical interface. A list of projects on which the Project Leader has acted as the Engineer must be clearly ascertainable from the *curriculum vitae* submitted.
- b) Process Design Engineer (PrEng or PrTech Eng) who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants.
- c) Civil Engineer (PrEng or PrTech Eng) who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants.
- d) Hydraulic Engineer (PrEng or PrTech Eng) who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in hydraulic engineering, knowledge of pump station, pipelines, hydraulic systems and hydraulics components, ability to perform simulations and calculations of hydraulic systems.
- e) Structural Engineer (PrEng or PrTech Eng) who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, with at least 10 (ten) years verifiable post graduate experiences in the analyses and design of structures and especially water retaining structures.

- f) **Electrical/Electronic and Process Control Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years specialisation in electrical or electronics engineering, computer science or information technology knowledge and experience of: computer networks and their configuration, communication systems technology, data management and data security, infrastructure security, firewalls and intrusion detection systems, programming and scripting languages – and specifically experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, Infrastructure based processes Control Systems.
- g) **Mechanical Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering.
- h) **Electrical Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering.
- i) **Topographic/Land Surveyor** who is qualified Surveyor and who has a minimum of 6 (six) years verifiable post graduate experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS.
- j) **Two Resident Engineers** who are qualified Engineers and who have a minimum of 10 (ten) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, including a minimum of one contract which have involved Wastewater Treatment Plants.
- k) **Architect** who is a qualified Architect, with at least 10 (ten) years verifiable post graduate experience and who has provided architectural input into at least two Wastewater Treatment or similar Industrial projects.
- l) **Landscape Architect** who is qualified as a Professional Landscape Architect with at least 6 (six) years verifiable post graduate experience and who has provided landscape architectural input into at least two Wastewater Treatment or similar Industrial projects.
- m) **Environmental Assessment Practitioner** must meet the requirements for registration as an Environmental Assessment Practitioner as established by the Environmental Assessment Practitioners Association of South Africa (EAPASA, www.EAPASA.gov.za) who has at least 5 years verifiable post graduate experience, to ensure that the environmental conditions of the Record of Decision are adhered to. Registration as an EAP is preferred but is not compulsory.
- n) **Professional Construction Health and Safety Agent (PrCHSA)** registered with SACPCMP with the necessary competencies and resources to act as the Employer's Agent in terms of the Occupational Health and Safety Act and with a minimum of 1 year verifiable experience as an OHS Client's Agent.

Where required, the professional registration numbers of the key personnel must be indicated on Schedule 9, 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 9.

Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

Note: An Engineer, registered in another country, will need to comply with ECSA's registration requirements in order for them to be considered as a PrEng or PrTech Eng for this project/South Africa.

F.2.1.1.4 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, computational fluid dynamics (CFD) software, structural analysis software packages that are relevant to this project (but not limited to).

Details of the software packages that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

F.2.1.1.5 Professional Indemnity Insurance

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 R90 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to Schedule 11, Part T2.2: Returnable Schedules.

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

F.2.1.1.6 Track record of tenderer

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least three Wastewater Treatment projects in the past 8 years of similar nature as per Scope of Work. Similarity shall be based on the physical size, complexity, methods/technology comparable to the proposed Scope of Work.

Where the entity tendering is a joint venture this requirement will apply to the joint venture partners combined.

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 will be the sum of the scores achieved for the individual criteria.

Description of quality criteria	Maximum possible score
Track record of tenderer	20
Proposed work plan (approach and methodology)	15
Expertise of key personnel	103
Availability/allocation of personnel	9
ISO 9001: 2008 Certification	3
Maximum possible score	150

The minimum score for quality is 105. Tenderers that fail to achieve the minimum score for quality will be rejected.

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

Track record (Wastewater Treatment Plant)

Tenderers must list, on Schedule 12, Part T2.2, Returnable Schedules, all wastewater projects that have been successfully completed by the tenderer in the past 8 years, or that are underway at present. Up to 20 score points will be awarded according to the number and nature of projects listed, with the applicable values as follows:

- Number of Wastewater projects with Membrane Biological Reactor (MBR) experience comprising primary, secondary and tertiary treatment each having a capacity for at least 18 Ml/d – 4 points per project up to 8 points
- Number of Wastewater refurbishment projects – 2 points per project up to 6 points
- Number of Wastewater Sludge Dewatering projects – 2 points per project up to 6 points.

Proposed work plan

A proposed work plan must be provided with the tender submission, attached to Schedule 13, 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 the brief and have good insight as to what actions or activities are required and what challenges are to be overcome and indicate the approach and methodology that they intend following in order to reach the required outcome. Up to 15 score points for this aspect of the tender submission will be awarded.

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 Curriculum Vitae for each of the key personnel (required in terms of F.2.1.1.3) tenderers must also submit a statement for each of the key personnel which highlights any particular field(s) of specialisation and experience that is relevant to this particular project. These statements must be appended to Schedule 9, Part T2.2: Returnable Schedules. Up to 103 score points will be awarded for this aspect of the tender submission.

- **Project Leader**
Experience in the project management, site supervision and contract management as F.2.1.1.3 – 3 points per project up to 9 points
- **Process Design Engineer**
Experience in the analyses and design of wastewater treatment plants as F.2.1.1.3 – 3 points per project up to 9 points
- **Civil Engineer**
Experience in the analyses and design of wastewater treatment plants as F.2.1.1.3 – 3 points per project up to 9 points
- **Hydraulic Engineer**
Experience in hydraulic engineering, knowledge of pump station, pipelines, hydraulic systems and hydraulics components, ability to perform simulations and calculations of hydraulic systems as F.2.1.1.3 – 3 points per project up to 9 points
- **Structural Engineer**
Experience in the analyses and design of structures and especially water retaining structures as F.2.1.1.3 – 3 points per project up to 9 points;
- **Electrical/Electronic and Process Control Engineer**
Experience in electrical or electronics engineering, computer science or information technology knowledge and experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, infrastructure based processes Control Systems as F.2.1.1.3 – 3 points per project up to 9 points;
- **Mechanical Engineer**
Experience in Wastewater Engineering as F.2.1.1.3 – 3 points per project up to 9 points;
- **Electrical Engineer**
Experience in Wastewater Engineering as F.2.1.1.3 – 3 points per project up to 9 points;
- **Topographic/land Surveyor**
Experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems, etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS as F.2.1.1.3 – 1 point per project up to 3 points;
- **Resident Engineers**
Experience in construction monitoring and site supervision of contract work with a civil and mechanical interface which have involved Wastewater Treatment Plants as F.2.1.1.3 – 3 points per project up to 9 points for each Resident Engineer;
- **Architect**
Experience in the design and construction of Wastewater Treatment Plants as F.2.1.1.3 – 1 point per project up to 3 points;
- **Landscape Architect**
Experience in the design and construction of Wastewater Treatment Plants or similar projects as F.2.1.1.3 – 1 point per project up to 3 points;
- **Environmental Assessment Practitioner (EAP)**
Successfully completed the Environmental Management of projects of a similar nature as F.2.1.1.3 – 1 point per project up to 2 points;

- **Health and Safety Agent**
Successfully completed the Health and Safety Management of projects of a similar nature as F.2.1.1.3 - 1 point per project up to 2 points;

Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain details of all relevant experience.

Availability/allocation of personnel

Tenderers must indicate what human resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include a tender documentation specialist, CAD operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others, all experience related to wastewater projects or similar. All personnel (other than key personnel) shall be listed on Schedule 16, Part T2.2 : Returnable Schedules. Up to 9 score points will be awarded for the appropriate allocation of human resources over and above the key personnel listed, with the applicable values as follows:

- j) Number of appropriately qualified and/or experienced personnel available – 1 point per person up to 3 points
- k) Qualifications of listed personnel – 1 point per person up to 3 points
- l) Experience of listed personnel – 1 point per person up to 3 points

Tenderers are urged to ensure that the Curriculum Vitae provided in respect of all other personnel contain details of experience relevant to Wastewater Treatment Plants or similar projects.

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 3 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 3 points available for ISO Certification will only be awarded to the tenderer if the party that will take responsibility for the wastewater process design design is ISO 9001: 2008 certified

Minimum score for quality

Description of quality criteria	Subcriteria	Maximum possible score
Track record of tenderer	a) Number of Wastewater projects with MBR experience with capacity greater than 18 Ml/d – (4 points per project)	8
	b) Number of Wastewater substantial refurbishment and expansion projects with value greater than R10M per project – (2 points per project)	6
	c) Number of Wastewater Sludge Thickening, Stabilisation, Conditioning and Dewatering projects – (2 points per project.)	6
Proposed work plan (approach and methodology) one of a) to d) will be selected	a) The important issues are approached in an innovative and efficient way indicating the tenderer has outstanding knowledge of state-of-the-art approaches	15

	b) 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	10
	c) 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.	5
	d) 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.	0
Expertise of key personnel (as per F.2.1.1.3)		
Project Leader	Experience in the project management, site supervision and contract management of WWTP – (3 points per project)	9
Process Design Engineer	Experience in the design and construction of (BNR) wastewater treatment plants – (3 points per project)	9
Civil Engineer	Experience in the design, construction and site supervision of wastewater treatment plants – (3 points per project)	9
Hydraulic Engineer	Experience in the pump station, pipelines hydraulic systems and hydraulics components; ability to perform simulations and calculations of hydraulic systems WWTP – (3 points per project)	9
Structural Engineer	Experience in the design of structures and especially water retaining structures and experience in the design and construction of wastewater treatment plants – (3 points per project)	9
Electrical/Electronic and Process Control Engineer	Experience in electrical or electronics engineering, computer science or information technology knowledge and experience in SCADA (supervisory control and data acquisition) or Industrial, Infrastructure based processes Control Systems – (3 points per project)	9
Mechanical Engineer	Experience in the design and construction of wastewater treatment plants – (3 points per project)	9

Electrical Engineer	Experience in the design and construction of wastewater treatment plants – (3 points per project)	9
Topographic/Land Surveyor	Experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS – (1 point per project)	3
Resident Engineers	Experience in construction monitoring and site supervision of contract work with a mechanical and civil interface which have involved Wastewater Treatment Plants – (3 points per project up to 9 points for each Resident Engineer)	18
Architect	Architectural input into Wastewater Treatment or similar industrial projects. – (1 point per project)	3
Landscape Architect	Landscape architectural input into Wastewater Treatment or similar industrial projects. – (1 point per project)	3
Environmental Assessment Practitioner (EAP)	Successfully completed the environmental management of projects of a similar nature – (1 point per project)	2
Health and Safety Agent	Successfully completed the Health and Safety management of projects of a similar nature – (1 point per project)	2
Availability/Allocation of Personnel	a) Number of appropriately qualified and/or experienced personnel available – (1 point per person)	3
	b) Qualifications of listed personnel – (1 point per person)	3
	c) Experience of listed personnel – (1 point per person)	3
ISO 9001 :2008 Certification		3
Maximum possible score (Ms)		150

The minimum score for quality is 105. Tenderers that fail to achieve the minimum score for quality will be rejected.

F.2.7

Clarification meeting

Add the following:

A non-compulsory but strongly recommended clarification meeting will be held on 5 April 2017 at 10h00 at the Offices of Potsdam Wastewater Treatment Works Board Room, off Koeberg Road, opposite Chevron Oil Refinery, Milnerton.

F.2.10.3 Price variations
Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.

F.2.12 Alternative tender offers
Add the following to F.2.12.1:

F.2.12.1 If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

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

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

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

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

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

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

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

F.2.13 Submitting a tender offer
Add the following to F.2.13.1:

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.2:
F.2.13.2 Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).

Add the following to F.2.13.3:
F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

Add the following after the first sentence of F.2.13.4:
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, 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: Tender Box 214.
Physical address: Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
Identification details: Tender number : 300C/2016/17
Title of tender : Provision of Professional Engineering Services: Investigation, Preliminary Design, Detailed Design and Contract Supervision for the Capacity Upgrade at the Potsdam Wastewater Treatment Plant
Name and address of tenderer : (to be inserted by tenderer)

Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO. 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT " 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**

Add the following to F.2.15.1:
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**

Add the following to F.2.16.1:
F.2.16.1 The tender offer validity period is 12 weeks (84 days). Tenderers are also referred to F.4.11 in respect of the Section 33 process.

F.2.16.2 *Replace sub-clause F.2.16.2 with the following:*
Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

F.2.17 **Clarification of tender offer after submission**

Add the following:
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**

Delete the following word in F.2.18.1:
F.2.18.1 notarized

Add the following to F.2.18.1:
F.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:
a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates or sworn affidavits, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the Amended Codes of Good Practise (Generic Scorecard) unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the Preference Schedule the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following:

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

Replace sub-clause F.3.8.1 with the following:

F.3.8.1 Determine, after opening and before detailed evaluation, whether all tender offers properly received:

- a) complies with the requirements of the Conditions of Tender;
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.
- d) the tender is not in compliance with the Scope of Work;

Add the following two sub-clauses after F.3.8.2:

F.3.8.3 Tenders will be considered non-responsive if, inter alia:

- a) the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the tender is not in compliance with the Scope of Work;
- c) the tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the employer's written request;
- d) the tenderer tenders a percentage fee on a sliding scale;
- e) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.7.

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- f) tenderers who, notwithstanding having submitted duly completed certificates of Independent tender determination (Returnable Schedule 2), are nevertheless deemed to have knowledge of the contents of any other tenderer's offer;
- g) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- h) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- i) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

F.3.8.4 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

The Employer shall adopt the following procedure when evaluating tender submissions:

- Step 1** (Only applicable where a minimum score for quality has been prescribed as a eligibility criterion). Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.
- Step 2** Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)
- Step 3** Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.
- Step 4** Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.
- Step 5** Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

F.3.11.3 Method 2 : Financial offer and preferences

Add the following to F.3.11.3 d):

Such reasons (objective criteria) include whether the recommended tenderer:

- a) has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- b) poses any commercial or legal risk to the City;
- c) is currently subject to action in accordance with the policy for combating abuse of the Supply Chain Management System.

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_1 is 90 points

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

The Tenderer shall indicate on the **Preference Schedule** his or her company/firm/entity's B-BBEE status level of contributor.

Up to 10 tender evaluation points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EMEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N_p)
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

Qualifying Small Enterprises (QSEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N_p)
at least 51% but less than 100%	2	9
100%	1	10

B-BBEE Status Level of Contributor	Number of Points (N_p)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor ¹	0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the applicable Codes of Good Practice.

Add the following new sub-clause after F.3.11.9:

F.3.11.10**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 tenderer's 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, capacity, experience, reputation, personnel to perform the contract, etc.; the employer reserves the right to consider a tenderer's existing contracts with the City of Cape Town in this regard

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

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1 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;
- b) 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, 12 of 2004 as a person prohibited from doing business with the public sector;
- c) 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.

F.3.13.2 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

F.3.13.2.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

F.3.13.2.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision

F.3.13.2.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub-clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

F.3.13.2.4 All requests referring to this clause must be submitted in writing to:

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate

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

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

Via fax at: 086 2029981 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

F.3.16.1 *Add the following to 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 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.3.17 **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 **Compliance with Occupational Health and Safety Act 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider 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.

F.4.2 **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 after the submission of any tender and the Tenderer shall be deemed to have:

- read and fully understood the whole text of the Contract Data, 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.
- visited the site of any proposed works.
- 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.
- received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

F.4.3 **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 not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the Tender.

F.4.4 **Invalid tenders**
Tenders shall be considered invalid by the Bid Evaluation Committee if:

- the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance (form C1.1, Part C1: Agreements and Contract Data);
- the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
- the Form of Offer and Acceptance has not been signed with an original signature;

- d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;
- e) in a two envelope system, the tenderer fails to submit a separately sealed financial offer.

F.4.5 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.

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

F.4.6 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - i) full name;
 - ii) identification number or company or other registration number; and
 - iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - ii) if 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
 - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder 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.
- c) has attended a compulsory clarification meeting, where applicable.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- d) a person who is in the service of the state;
- e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- f) an advisor or consultant contracted with the Employer; or
- g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.

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.4.7 Combating abuse of the Supply Chain Management Policy

In terms of its 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 Employer 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 Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged 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 for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered.

F.4.8

UIF payments

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

F.4.9

Consultancy services provided to organs of state

In terms of the Municipal Supply Chain Management Regulations (Board Notice 868 of 2005), and the Employer's Supply Chain Management Policy, tenderers must furnish the Employer 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 7, 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.4.10

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 issued tender documents, 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. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Activity Schedules, in the same format (that is layout, scheduled items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account. The pages of the issued Activity Schedule should not be removed from the tender document.
- 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 documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.11

Contracts having future budgetary implications

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

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 fulfill 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

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

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.

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.

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.

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.

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 Arithmetic 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:

- 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_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} 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_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} 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_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} 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.

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 P_m is the comparative offer of the most favourable comparative offer. P 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,

- 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

	Pages
T2.1 List of Returnable Documents.....	32
T2.2 Returnable Schedules	33 – 59

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T2.1 List of Returnable Documents

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

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	34 – 35
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	36 – 37
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	38
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	39
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	40
6: CONFIRMATION OF CoCT SUPPLIER DATABASE REGISTRATION	41
7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE.....	42
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	43
9: KEY PERSONNEL	44-46
10: SUPPORT RESOURCES	47
11: PROFESSIONAL INDEMNITY INSURANCE.....	48
12: TRACK RECORD	49
13: PROPOSED WORK PLAN (Not used)	50
14: ISO 9001: 2008 CERTIFICATION (Not used)	51
15: OTHER CRITERIA (Not used)	52

2. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- d) A proposed work plan - append to Schedule 13.
- e) Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.

3. Returnable Schedules that will be incorporated into the Contract

16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)	53
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	54
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	55

4. Other documents that will be incorporated into the contract

19: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution).....	56 – 59
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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

NOTE: Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted with the tender as stated in F.2.13.2 in the Tender Data.

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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 and submitted.

Section 1: Name of enterprise:

Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 2a: National Treasury Central Supplier Database registration number:

Section 2b: SARS Tax Compliance Status PIN:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

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 | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Identity Number	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
			current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a 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 been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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 any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Identity Number	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

*Insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

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

I certify, on behalf of: _____ that:
(Name of Tenderer)

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

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

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

.....
Signature

2 May 2017
.....
Date

.....
Name

Principal
.....
Position

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

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

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	☐	☒
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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☒
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:		

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature

Position

Date

Name of Tenderer/Service Provider

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

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SCHEDULE NO. 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

TENDER NO.: 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

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)
		see next page	

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

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 service provider in respect of which payment is overdue for more than 30 days or 3 (three) months.

Signature
THUS DONE AND SIGNED for and on behalf of the Tenderer/Service Provider

at Bellville on the 2 day of May 2017
(PLACE) (DATE) (MONTH) (YEAR)

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

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SCHEDULE 6: CONFIRMATION OF CoCT SUPPLIER DATABASE REGISTRATION

CoCT VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 7: 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
See next page				

SIGNED ON BEHALF OF TENDERER:.....

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SCHEDULE 8: 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 his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 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
		Please refer to 1. Clarification letter 2. Sub-consultant's letter of confirmation

Number of sheets appended by the tenderer to this Schedule14..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 and F.2.1.1.7 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.

(a) PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

(b) PROCESS DESIGN ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

(c) CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

(d) HYDRAULIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO. (if any)	NO. OF YEARS SPECIFIED EXPERIENCE

Refer to attached schedule

- Schedule 9
- Statements
- Curricula Vitae

(e) STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
(f) ELECTRICAL/ELECTRONIC AND PROCESS CONTROL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
(g) MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
(h) ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
(i) TOPOGRAPHIC/LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (if any)	NO. OF YEARS SPECIFIED EXPERIENCE
(j) RESIDENT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE

(k) ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE

(l) LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE

(m) ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (if any)	NO. OF YEARS SPECIFIED EXPERIENCE

(n) HEALTH AND SAFETY AGENT				
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 and F.2.1.1.7 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.

(a) PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Principal Water Engineer			15
<i>Alternative</i>				
	Principal Water Engineer			29
(b) PROCESS DESIGN ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Specialist Water Engineer			40+
<i>Alternative</i>				
	Principal Water Engineer			15
(c) CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Civil Technologist			40+

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SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 and F.2.1.1.7 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.

(d) HYDRAULIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Principal Water Engineer			21

(e) STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Associate Structural Engineer			40

(f) ELECTRICAL/ELECTRONIC AND PROCESS CONTROL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Electrical and C&I Engineer (Sub-consultant)			20

(g) MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Principal Mechanical Engineer			28

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SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 and F.2.1.1.7 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.

(h) ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Qualified Electrical Engineer			40+
<i>Alternative</i>				
	Professional Electrical Engineer		4	7
(i) TOPOGRAPHIC/LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Senior Surveyor (Sub-consultant)		S)	40+
(j) RESIDENT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Principal Civil Engineer			27
	Civil Engineer (Sub-consultant)			36
(k) ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Director/Architect (Sub-consultant)			27

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SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 and F.2.1.1.7 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.

(l) LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Senior Landscape Architect (Sub-consultant)			40+

(m) ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.(if any)	NO. OF YEARS SPECIFIED EXPERIENCE
	Principal Environmental Assessment Practitioner (Sub-consultant)			10+

(n) HEALTH AND SAFETY AGENT				
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Safety Professional (Sub-consultant)			25

Signed on behalf of Tenderer:

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

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SCHEDULE 10: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what software packages are relevant for use on this project and whether or not they are currently owned/licenced by the tenderer, or are available through other means.

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

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SCHEDULE 10: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what software packages are relevant for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
Sewer analysis		
• SEWSAN	Hydraulic analysis for sewer pipeline networks	Bigen Africa licensed
Hydraulic design analysis		
• SOFTFLO, STARCCM	Software to model hydrodynamic and process behaviour	Leased
• EXCEL	In-house developed hydraulic calculations	Freely available
• KYPIPE PIPE 2010 / 2014	Water hammer analysis	Bigen Africa licensed
• CIVIL DESIGNER	Civil infrastructure design	Part of Bigen Africa "Civil Designer" license
Wastewater Process Design		
• Biowin	Process design, simulation and optimisation of wastewater treatment plant processes	Bigen Africa licensed
Structural design		
• PROKON	Structural analysis and design	Bigen Africa licensed
• TEDDS	Structural analysis and design	Bigen Africa licensed
• STRAP	Post-tension structural analysis design	Bigen Africa licensed
• EXCEL	Spreadsheets for the analysis design of post-tensioned reservoir wall design, determination of reinforcement for thermal effects and design of concrete sections for combined axial tension and flexure	General
Drawings		
• AUTOCAD	Drawing preparation	Bigen Africa licensed
• REVIT	3D Design and modeling of buildings, structures, mechanical equipment, pipework and fittings for drawing preparation	Bigen Africa licensed

Other		
• GIS (ArcView)	Graphical representation and spatial analysis	Bigen Africa licensed
• Microsoft Word	Word processing for document compilation and Reporting and correspondence	Bigen Africa licensed
• Microsoft Outlook	Written communication	Bigen Africa licensed
• MS Project	Project programming	Bigen Africa licensed
• Neuralist	Development of neural networks to discover data trends and facilitating informed projections	Bigen Africa licensed

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SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.1.5 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
		R100 million

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SCHEDULE 12: TRACK RECORD

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least three Wastewater Treatment projects in the past 8 years of similar nature as per Scope of Work. Similarity shall be based on the physical size, complexity, methods/technology comparable to the proposed Scope of Work.

Where the entity tendering is a joint venture this requirement will apply to the partners that will undertake the Wastewater Treatment design.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
See attached			

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CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016117

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

SCHEDULE 12: TRACK RECORD

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least three Wastewater Treatment projects in the past 8 years of similar nature as per Scope of Work. Similarity shall be based on the physical size, complexity, methods/technology comparable to the proposed Scope of Work.

Where the entity tendering is a joint venture this requirement will apply to the lead partner that will undertake the Wastewater Treatment design.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
Refurbishment, Upgrading and Extension of the Baviaanspoort WWTW Project Status (April 2017): Preliminary Design stage An existing 66 Ml/d BNR Activated Sludge WWTW will be refurbished, upgraded by constructing a new 40 Ml/d BNR AS module with tertiary treatment. A new sludge treatment process will be constructed for the plant as a whole. Apart from conventional AS, the feasibility of membrane technology (MBR) is being investigated as an alternative as well as other more recent technologies such as the Nereda® process. The feasibility of a direct re-use plant is also being investigated as part of the Preliminary Design stage. Key words: Refurbishment and upgrading, Activated Sludge, <u>MBR as alternative</u>, <u>Sludge Dewatering</u>	R500 million	City of Tshwane Metropolitan Municipality	current
Polokwane Regional WWTW Project Status (April 2017): Preliminary Design stage _____ was appointed by _____ C as specialist sub-consultant to assist with the process design of a new greenfields 40 Ml/d regional BNR AS WWTW for the City of Polokwane. Apart from the conventional AS process with full sludge treatment, membrane technology (MBR) is also being evaluated as an alternative. Key words: New, Activated Sludge, <u>MBR as alternative</u>, <u>Sludge Dewatering</u>	R650 million	Polokwane Local Municipality (Sub-consultant to _____)	current

Refurbishment, upgrading and extension of Boitekong WWTW Project Status (April 2017): Construction due for completion in November 2017 Refurbishment and 16 Ml/d extension of existing WWTW: New 7000 m³ aeration tank equipped with diffused fine bubble aeration system, 2(No) 22m diameter SST's, Gravity thickening of WAS, mechanical sludge dewatering, primary sludge fermentation, ferric chloride dosing plant. Special standard effluent standards applicable. Key words: <u>Refurbishment</u>, upgrading, Activated sludge, fine bubble diffused air, <u>Sludge Dewatering</u>.	R140 million	Rustenburg Water Services Trust as IA for the Rustenburg Local Municipality	current
Refurbishment, upgrading and extension of the Umzinto WWTW Project status: Refurbishment complete; extension at PED Refurbishment of existing plant and capacity extension of this 2 Ml/d plant to 4 Ml/d: Phase 1 entails refurbishment of existing bio-filters, settling tanks and digester. Phase 2 will comprise new 2000 m³ aeration tank equipped with surface aerators, SSTs, gravity WAS thickening and additional sludge drying beds. appointed as specialist sub-consultant to Omniplex Consulting Engineers for the process, civil, structural, mechanical, electrical, hydraulic engineering design and documentation Key words: <u>Refurbishment</u>, biological filters, capacity extension	Refurbishment R 8 million Capacity extension R 20 million	UGu District Municipality (Sub-consultant to engineers)	current
Upgrading of the Rustenburg WWTW Project status: Commissioning New 20 Ml/d tertiary treatment process in the form of a new DAF plant to polish effluent from existing AS plant, which is supplied to local mining group as process water. Key words: Tertiary treatment, DAF	R45 million	Rustenburg Water Services Trust as IA for the Rustenburg Local Municipality	current
Refurbishment, Upgrading and extension of the Cedara WWTW Project Status: Detail design and tender documents completed, awaiting funding Refurbishment of existing plant and upgrading to 2 Ml/d capacity: New 1 500 m³ full BNR activated sludge reactor operated in 4-stage Johannesburg mode, SST, chlorine contact channels and refurbishment of existing bio-filter, settling tanks, sludge drying beds and digester. Special standard effluent standards applicable. Key words: <u>Refurbishment</u>, capacity extension, Activated Sludge	R20 million	uMgungundlovu District Municipality	current

Ethekwini Aeration Study Project status: Completed Feasibility study to assess financial viability of fine bubble diffused aeration compared to conventional surface aeration Key words: Feasibility study, Aeration systems	R750 000	eThekwini Municipality	2016
Refurbishment, upgrading and extension of the Piet Retief WWTW Refurbishment of existing 4 MI/d WWTW and to 10 MI/d capacity: New 8000 m ³ activated sludge full BNR reactor integrated with existing 2400 m ³ Pasveer ditch, one new 18m diameter SST, new sludge dewatering plant, retrofit existing digester with Rotamix-type mixing system. Special standard effluent standards applicable. Key words: <u>Refurbishment</u> , <u>sludge dewatering</u> , AS BNR plant	R 60 million	Mkhondo Local Municipality	2015
Upgrading and extension of the Kingstonsvale WWTW Process upgrading of existing 26 MI/d plant. Work focused on the 15 MI/d biological filter module where an activated sludge 'polishing' reactor was designed and constructed to remove residual COD, Ammonia and nitrate from bio-filter effluent. New ferric chloride dosing plant was included to remove phosphates. A new sludge dewatering plant was also constructed under the contract. Key words: <u>Sludge dewatering</u> , polishing bio-filter	R 30 million	Mbombela Local Municipality / Sembcorp Silulumanzi	2014
Upgrading and extension of the Zeekoegat WWTW: Phase 1 – 40 MI/d capacity extension First phase of project entailed construction of new 40 MI/d full BNR activated sludge treatment module utilizing FBDA. Work performed by Bigen Africa / KV3 JV with KV3 managing this phase of the project. Key words: new 40 MI/d BNR module	R200. million	City of Tshwane	2012
Upgrading and extension of the Zeekoegat WWTW: Phase 2 – Sludge Management Project status: Completed Second phase entailed the construction of a new sludge management process for an 85 MI/d WWTW. Processes include off-line fermentation, anaerobic digestion, liquor treatment and mechanical sludge dewatering. Work performed by / Key words: <u>Sludge dewatering</u> , liquor treatment	R200 million	City of Tshwane	2016

Upgrading and extension of the Zeekoegat WWTW Phase 3 – Tertiary Treatment Project status: Tender documentation completed, awaiting funding Construction of 85 MI/d tertiary treatment process comprising tertiary sedimentation tanks and rapid gravity sand filters. Work performed by Bigen Africa / KV3 JV with Bigen Africa managing this phase of the project. Key words: Tertiary treatment	R200 million	City of Tshwane	current
Upgrading and extension of the Zeekoegat WWTW Phase 4 – Refurbishment and debottlenecking existing module Project status: Tender documentation completed, awaiting funding Refurbishment of existing 30 MI/d treatment module and debottlenecking to increase throughput to 45 MI/d including replacing of aeration blowers. Key words: Refurbishment, debottlenecking	R50 million	City of Tshwane	current
Upgrading and extension of the Sterkwater WWTW Upgrading of existing 10 MI/d plant to 20 MI/d capacity. Existing process based on Petro configuration – primary ponds were extended and a second BNR (MLE process mode) with 2(No) 25m SST as well chlorination plant added. Plant effluent standard is general standard with nitrate limit. was appointed in associated with was responsible for process, hydraulic, civil and mechanical design work. compiled the civil contract document as well as the mechanical portion of the mechanical & electrical contract. Key words: Petro, activated sludge	R50 million	Mangaung Metro Municipality	2014
New Kabokweni WWTW New 3.5 MI/d wastewater treatment plant to replace old oxidation ponds. Scope of works included new inlet works, activated sludge reactor designed for full BNR (phosphate and nitrogen removal), configured to operate in 3-stage Phoredox, UCT and modified UCT modes and equipped with surface aerators. New 20m diameter SST and chlorine dosing plant. A new sludge dewatering plant with sludge drying area and drying beds (for emergencies) were also constructed. Key words: Sludge dewatering, Full BNR activated sludge	R40 million	Mbombela Local Municipality	2011

Upgrading of the Port Alfred WWTW Project Status: Completed Upgrading and extension of this 1.5 Ml/d plant (oxidation ponds) to 5 Ml/d BNR: Scope of works included new inlet works, pump station after primary oxidation ponds (anaerobic and primary pond used in process train for COD removal and flow balancing), new BNR reactor for nitrate removal operated in MLE process mode and equipped with VSD-controlled surface aeration, new 20m diameter SST, chlorination channels and dosing plant. WAS extracted discharged in existing tertiary ponds configured as sludge lagoon. General standards applicable. Key words: BNR treatment plant, integrated with oxidation ponds	R40 million	Ndlambe Local Municipality	2013
New Matsapha WWTW Greenfields 20 Ml/d treatment works including inlet works, BNR activated sludge reactor with VSD-controlled surface aeration, 3(No) 30m diameter SST's, gravity thickening of WAS, anaerobic digestion, mechanical sludge dewatering. _____ was appointed in associated with _____ responsible for design of biological reactor, SST's, sludge dewatering building and drying slab and all building works, civil tender document as well as 7 km outfall sewer. Key words: Sludge dewatering, new 20 Ml/d BNR reactor	R200 million	Swaziland Water Services Corporation (Joint Venture with _____)	2014
Upgrading of the Molteno oxidation ponds Upgrading of a 0.5 Ml/d oxidation pond plant to 2.7 Ml/d by construction of a new biological filter fitted with crossflow plastic media, new humus tank, bio-filter and recycle pump station and drying beds. Key words: Bio-filters with plastic media	R20 million	Chris Hani District Municipality	2013
Upgrading of Rocky's Drift Waste Water Treatment Works The project entails the extension of the treatment capacity of an existing waste water treatment works and the planning of the future extensions of the works in accordance with forecasted growth in the area. The plant was upgraded from 1.5 Ml/d to 2.0 Ml/d in the short-term, while preliminary designs for future upgrading to 14 Ml/d has been completed. Input on current operation and maintenance procedures as well as costs were also provided. Key words: Capacity extension	R10 million	Mbombela Local Municipality	2010

Signed on behalf of Tenderer:

CITY OF CAPE TOWN

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SCHEDULE 13: PROPOSED WORK PLAN

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall append their proposed work plan to this Schedule.

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SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall, if applicable, append proof of their ISO 9001:2008 certification to this Schedule.

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SCHEDULE 15: OTHER CRITERIA

Not used.

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SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
		Refer to		
		attached		
		Addendum		

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SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Principal Water Engineer	Project Director Deputy Project leader		Part time during project duration, 40 weeks maximum
	Principal Water Engineer	Deputy Civil Engineer		Part time during design stage, 36 weeks maximum
	Water Engineer	Civil Engineer Assistant		Part time during design stage, 36 weeks maximum
	Principal Water Engineer	Deputy Hydraulic Engineer		Part time during design stage, 36 weeks maximum
	Associate Water Engineer	Assistant Hydraulic Engineer		Part time during design stage, 36 weeks maximum
	Civil Engineer	Assistant Engineer		Part time during construction 45 weeks maximum, Full time during construction/120 weeks maximum
	Principal Structural Engineer	Deputy Structural Engineer		Part time during structural design, 12 weeks maximum
	Principal Structural Engineer	Deputy Structural Engineer		Part time during structural design, 12 weeks maximum

	Electrical Engineering Technician	Electrical Engineering Technician		Part time during structural design, 12 weeks maximum
	Principal Mechanical Engineer	Deputy Mechanical Engineer		Part time during design stage, as and when required
	Mechanical Engineer	Assistant Mechanical Engineer		Part time during design stage, as and when required
	Electrical Engineer	Alternative Electrical Engineer		Part time during design stage 40 weeks maximum
	Certified Electrical Engineer	Deputy Electrical Engineer		Part time during design stage, as and when required
	Electrical Engineering Technologist	Assistant Electrical Engineer		Part time during design stage, as and when required
	Land Surveyor	Assistant Surveyor		Part time during survey 12 weeks maximum
	Engineer's Representative	Assistant Resident Engineer		Full time during construction 120 weeks maximum
	Senior Engineer's Representative/ Civil Technologist	Assistant Resident Engineer		Full time during construction 120 weeks maximum
	Professional Architect	Deputy Architect		Part time during architectural design 12 weeks maximum
	Candidate Architect	Assistant Architect		Part time during architectural design 12 weeks maximum
	Candidate Architect	Assistant Architect		Part time during architectural design 8 weeks maximum
	Architectural Technologist	Assistant Architect		Part time during architectural design 8 weeks maximum
	Architectural Technologist	Assistant Architect		Part time during architectural design 8 weeks maximum
	Assistant and Landscape Assistant	Deputy Landscape Architect	1	Part time during landscape design 12 weeks maximum
	Assistant and Landscape Assistant	Deputy Landscape Architect		Part time during landscape design 12 weeks maximum

	Electrical Engineering Technician	Electrical Engineering Technician		Part time during structural design, 12 weeks maximum
	Principal Mechanical Engineer	Deputy Mechanical Engineer		Part time during design stage, as and when required
	Mechanical Engineer	Assistant Mechanical Engineer		Part time during design stage, as and when required
	Electrical Engineer	Alternative Electrical Engineer		Part time during design stage 40 weeks maximum
	Certified Electrical Engineer	Deputy Electrical Engineer		Part time during design stage, as and when required
	Electrical Engineering Technologist	Assistant Electrical Engineer		Part time during design stage, as and when required
	Land Surveyor	Assistant Surveyor		Part time during survey 12 weeks maximum
	Engineer's Representative	Assistant Resident Engineer		Full time during construction 120 weeks maximum
	Senior Engineer's Representative/ Civil Technologist	Assistant Resident Engineer		Full time during construction 120 weeks maximum
	Professional Architect	Deputy Architect		Part time during architectural design 12 weeks maximum
	Candidate Architect	Assistant Architect		Part time during architectural design 12 weeks maximum
	Candidate Architect	Assistant Architect		Part time during architectural design 8 weeks maximum
	Architectural Technologist	Assistant Architect		Part time during architectural design 8 weeks maximum
	Architectural Technologist	Assistant Architect		Part time during architectural design 8 weeks maximum
	Assistant and Landscape Assistant	Deputy Landscape Architect		Part time during landscape design 12 weeks maximum
	Assistant and Landscape Assistant	Deputy Landscape Architect		Part time during landscape design 12 weeks maximum

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SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the City of Cape Town, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the City of Cape Town to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer.

I, _____, the undersigned,
(full name in block letters)
hereby authorise the City of Cape Town to deduct the full amount outstanding by the Tenderer/Service Provider or any of its directors/members/partners from any payment due to the Tenderer/Service Provider.

Signature

THUS DONE AND SIGNED for and on behalf of the Tenderer/Service Provider

at Bellville on the 2 day of May 2017
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

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SCHEDULE 18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	19 April 2017	Notice 1 - Closing date
2.	26 April 2017	Notice 2 - Various amendments
3.	8 May 2017	Notice 3 - "
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

SCHEDULE 19: PREFERENCE SCHEDULE

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 DEFINITIONS

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Comparative Price: The price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

Consortium or Joint Venture: 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.

Contract: The agreement that results from the acceptance of a bid by an organ of state.

Exempted Micro Enterprise (EME): Any enterprise with an annual total revenue of R10 million or less.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

Qualifying Small Enterprise (QSE): Any enterprise with an annual total revenue of greater than R10 million but less than R50 million.

Rand Value: means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 CONDITIONS ASSOCIATED WITH THE GRANTING OF PREFERENCES

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its B-BBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the City of Cape Town at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the tender (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the City of Cape Town may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The City of Cape Town will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 SANCTIONS RELATING TO BREACHES OF PREFERENCE CONDITIONS

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the City of Cape Town has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract and claim any damages which the City of Cape Town has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the City of Cape Town for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;

- 5) forward the matter for criminal prosecution; and/or
- 6) a financial penalty payable to the City of Cape Town, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^l) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^l = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

4 LEVEL OF CONTRIBUTION IN RESPECT OF ENTERPRISE STATUS OR STRUCTURE OF THE TENDERING ENTITY (THE SUPPLIER)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 DECLARATIONS

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I/we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐ N/A

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the City of Cape Town that the BBBEE level of contributor as at the closing date is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

2 May 2017
Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1. _____

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance.....	61 – 65
C1.2 Contract Data	66 – 71
C1.3 Occupational Health and Safety Agreement.....	72 – 73

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

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 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

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 service provider 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 * THIRTY NINE MILLION NINE HUNDRED AND THIRTY ONE THOUSAND
AND NINETY THREE RAND FIFTY CENT (in words);
R 39 931 093.50 (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 service provider in the conditions of contract identified in the contract data.

Signature(s) *
Name(s)
Capacity Municipal
for the tenderer

(Name of organization/tenderer) *
(Address of organization/tenderer)
.....

Name and
signature
of witness
.....

Date 2 May 2017

* Refer to Clause F.4.4 Invalid tenders in Part T1.2 Tender Data

For official use.
INITIALS OF CITY OFFICIALS AT TENDER
1. _____

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 service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

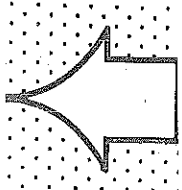
Signature

Name

Capacity *ACTING EXEC DIR: ISWWS.*

for the
Employer

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



Name and
signature
of witness

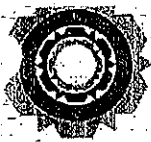
Date *12/10/2018*

Schedule of Deviations

- | | | |
|---|---------|---|
| 1 | Subject | Tender Clarification No. 1 dated 30 June 2017 sent to Ltd. |
| | Details | As attached |
| 2 | Subject | Letter from _____ dated 5 July 2017 in response to Clarification No. 1. |
| | Details | As attached |
| 3 | Subject | Due diligence report from _____ dated 31 July 2017. |
| | Details | As attached |
| 4 | Subject | SCM BAC Resolution 41/09/17 dated 21 September 2017. |
| | Details | As attached |
| 5 | Subject | Letter of award and start of 21-day appeal period to _____ dated 26 September 2017. |
| | Details | As attached |
| 6 | Subject | Letter indicating no appeals to _____ dated 18 October 2017. |
| | Details | As attached |
| 7 | Subject | Extracts from ordinary council meeting dated 25 October 2018. |
| | Details | As attached |

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.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

SCM Practitioner

T: 021

E:

30 June 2017

FAX:

Email: (

Attention: /

Dear Sir

TENDER No. 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

Tender Clarification No. 1

I refer to your tender submission in the above regard. In terms of clause F2.17 clarification can be requested in writing. Please note that this correspondence does not imply that your offer is being given consideration over other offers for the above tender.

The Bid Evaluation Committee (BEC) is currently busy with the evaluation process for the above tender. It was noted in your submission that Schedule number 8 "Proposed Amendments and Qualifications by Tenderer" in T2.2 Returnable Schedules refers to a covering letter indicating that an amendment/qualification is proposed. However, the covering letter clearly states that **"this Clarification letter, however, does not constitute amendments or qualifications"**.

Would you like to withdraw the letter or do you want it to be interpreted as Amendments/Qualifications to the tender as per schedule number 8 in T2.2. and be dealt with as such?

Please ensure that you submit your response by no later than close of business 7 July 2017. You may respond via e-mail to (and copy

Yours faithfully,

For:

Director: Supply Chain Management

CIVIC CENTRE IZIKO LOLUNGU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za

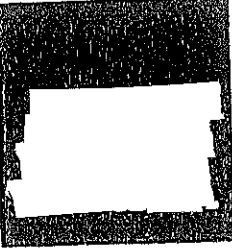
Making progress possible. Together.

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 300C/2016/17

TENDERER: _____

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____



E-mail:

Website: y

Ref no : Tender No 300C/2016/17
Date : 5 July 2017

The Supply Chain Management Practitioner
Supply Chain Management
City of Cape Town
PO Box 298
CAPE TOWN
8000

By e-mail: _____ and (

For the attention of: .

Dear Madam

**TENDER NO. 300C/2016/17 – PROVISION OF PROFESSIONAL ENGINEERING SERVICES:
INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE
CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT**

Tender Clarification No 1

Your enquiry with regard to the City of Cape Town's Tender No 300C/2016/17 – *Provision of Professional Engineering Services: Investigation, Preliminary Design, Detailed Design and Contract Supervision for the Capacity Upgrade at the Potsdam Wastewater Treatment Plant* dated 30 June 2017 refers.

It is herewith confirmed that we withdraw the letter that was attached as an addendum to *Returnable Schedule 8: Proposed Amendments and Qualifications by Tenderer*.

We trust that you will find the above in order. However, please contact the undersigned should there be a need for further discussion.

Yours faithfully,

Principal – Water and Sanitation
on behalf of _____



DUE DILIGENCE REPORT AS AT 31 JULY 2017

TENDERER:

TENDER NO: 300G/2016/17

PURCHASE ORDER NUMBER:

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Abbreviations

Detailed descriptions and explanations of terms and abbreviations relevant to this report are listed below. These descriptions and explanations however serve to clarify our report and are not intended to be authoritative.

CIPC	Companies and Intellectual Property Commission
the Company	The tenderer
PDI	Previously Disadvantaged Individual
QSE	Qualifying Small Enterprises
the tenderer	
the City	the City of Cape Town

Annexures

The following exhibits are attached to this report and should be read in conjunction with the contents of this report:

Annexure	Description
A	Annual Financial Statements

A1

1. Executive summary

- 1.1 The tenderer is an existing service provider to the City.
- 1.2 The due diligence investigation established no facts indicating that the tenderer is not in a position to finance the project.

2. Mandate

- 2.1 We have been mandated by the City to conduct supplier due diligence investigations on entities and individuals who have applied to be appointed in terms of Tender 300C/2016/17 issued by the City for the provision of professional engineering services: investigation preliminary design, detailed and contract supervision for the capacity upgrade at the Potsdam Wastewater Treatment Plant.
- 2.2 In this case, we have been requested to perform a financial ability/creditworthiness assessment on
- 2.3 The principle of reporting by exception has been applied in the report.

3. Scope

Having reviewed any application forms to highlight any omissions, exceptions or non-disclosures, we corroborated the details as listed below:

3.1 Financial ability/creditworthiness

3.1.1 An evaluation of the tenderer's financial status and ability to deliver the required services/works/goods includes determining, *inter alia*, the following:

- 3.1.1.1 Civil judgements and past litigation;
- 3.1.1.2 Banking details and credit rating;
- 3.1.1.3 Solvency;
- 3.1.1.4 Ability to obtain credit/finance for the contract;
- 3.1.1.5 Confirmation of independent auditors; and
- 3.1.1.6 Submission of financial statements.

4. Limitations and qualifications

4.1 Review and analysis of documentation

Where we have had to review and/or analyse any documentation in the context of this investigation, we have reviewed and/or analysed documentation with which we have been provided and/or which we have obtained. Unless the contrary is stated in this report, we have not performed any procedures to verify and/or authenticate any such documentation.

4.2 Applicable Standards

We record that we have conducted our work in accordance with the Code of Ethics and the CFE Code of Professional Standards of the Association of Certified Fraud Examiners.

4.3 No formal legal opinion or audit

We also record that neither our report nor any part of it constitutes a formal legal opinion and that the procedures, which we have performed did not constitute an audit or review made in accordance with International Standards on Auditing or International Standards on Review Engagements; consequently, no assurance is expressed.

5. Findings

5.1 Background of the tenderer

5.1.1 The tenderer is a South African private company with registration number

5.1.2 The tenderer is an existing service provider to the City.

5.2 Financial ability/creditworthiness

5.2.1 No irregularities were found relevant to the tenderer.

5.2.2 Enquiries made to a registered credit bureau indicate that there are no judgments or defaults on record. A Judgment remains on the credit profile for five years, whilst a default remains on the credit profile for three years if it relates to legal action, handed-over or written-off. Other defaults, such refer to drawer, final notice, letter of demand, etc., remain on the credit profile for one year.

5.2.3 The tenderer is a wholly-owned subsidiary of

5.2.4 The annual financial statements of I for the years ended 30 September 2014, 2015 and 2016 were obtained.

5.2.5 For the 2016 financial year, made a profit I
,, based on revenue of

5.2.6 The total assets exceed the total liabilities and appears to be technically solvent.

5.2.7 The tenderer has indicated that they will finance the project via internal resources.

5.2.8 The tenderer will utilise existing staff and resources on the City project.

5.2.9 The only material expense is that of labour (a fixed cost), whilst any subcontractors used are self-funded.

5.2.10 It is noted that the bank balances as at 20 July 2017 was approximately 1.

5.2.11 The tenderer has indicated that they have access to an unutilised Standard Bank overdraft facility of f

6. Concluding remarks

6.1 The tenderer is an existing service provider to the City.

6.2 The due diligence investigation established no facts indicating that the tenderer is not in a position to finance the project.

6.3 We have not investigated the B-BBEE compliance, legal status, ability to deliver/perform the work or reputation of the tenderer and accordingly make no comment relating to these matters.

6.4 We are available to respond to any queries in relation to this report.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tenders and Contracts

T: 0

E: /

The Manager

26 September 2017

Email: /

Attention:

Dear Sir / Madam

Tender Number: 300C/2016/17

Description: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

The Supply Chain Management Bid Adjudication Committee of the City of Cape Town, on 18 September 2017, considered your offer for the abovementioned tender. I have the pleasure of advising you that your offer was successful and that the tender was awarded in the amount of **R35 027 275.00 (exl.Val)**, for 72 months from date of commencement subject to the conclusion of a Section 33 (MFMA) process and council adopting the resolution which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality.

Please note that the award of this tender is subject to a 21 day appeal period in terms of the Municipal Systems Act. You will be duly notified after this period whether or not any appeals have been lodged against the award and the subsequent commencement date of the contract.

It must be noted that no rights will accrue until appeals (if any) have been finalised.

Requests for further information may be submitted to the Director: Supply Chain Management, P O Box 655, CAPE TOWN, 8000 or Fax No. (086) 588 5048

Yours faithfully,

For: _____



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

**FINANCE
SUPPLY CHAIN MANAGEMENT**

SCM Practitioner: Tenders and Contracts

E: T: C

18 October 2017

EMAIL:

Attention: /

Dear Sir /Madam

Tender Number: 300C/2016/17

Description: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

I refer to the above mentioned tender. Please note that this letter replaces the letter issued on 18 October 2017

I refer to my letter dated 18 October 2017 advising you of the award of the abovementioned tender, that the award was subject to a 21 day appeal period in terms of the Municipal Systems Act and that no rights will accrue until the appeals (if any) have been finalised.

I am pleased to advise you that I have been informed by the City's Appeals Authority that there have been no appeals lodged against the award of this tender. You will, in due course, be contacted by a member of my staff / the relevant Project Manager; to sign the Acceptance Form (Memorandum of Agreement) In order for the contract to commence. Please note the award of this tender is subject to approval of Section 33 of MFMA process.

Yours faithfully,

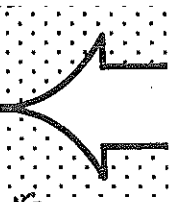
**For:
Director: Supply Chain Management**

For the Tenderer:

Signature(s)
Name(s)
Capacity PROVCEPAL
(Name of organization/tenderer)
(Address of organization/tenderer)
Name and signature of witness Date 12/11/2018

For the Employer:

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 12/11/2018



Confirmation of Receipt

The tenderer (now service provider), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the 12TH (day)
of NOVEMBER (month)
20 18 (year)
at BELLVILLE (place)

For the Service Provider:

Signature(s)
Name(s)
Capacity PRINCIPAL

Signature and name of witness:

Signature
Name

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

Add the following to the definition of **Employer**:
The **Employer** is the **CITY OF CAPE TOWN**.

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

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

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

The project is the **PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT**

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

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

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

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is:

The address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Postal Address:

Physical Address:

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the LOCAL OFFICE of the service provider, together with the site of the proposed Works. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

Clause 3.9.2:

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

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 3.12:

Add the following:

The major milestone with respect to this particular project that the Service Provider shall adhere to is as follows:

- The time for completion for the preparation of acceptable, compliant tender documents and working drawings for the mechanical/electrical and civil contracts is 14 months after the appointment of the Service Provider in order to meet the BSC Meeting deadline as set by the Employer.

Failing to meet this milestone will result in a Penalty of R20 000.00 per day up to a maximum of 10% of the Service Provider's fees.

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

Furthermore, the Service Provider will have four (4) weeks, after receipt of tenders received, to evaluate all valid tenders received and prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC).

Failing to meet this milestone will result in a penalty of R5 000 per day up to a maximum of 10% of the Service provider's fees.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 14 days of 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 services published by Statistics South Africa.

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R90 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) Issuing an instruction that will result in the approved contract value being exceeded.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Engineer's Representative in terms of the relevant Conditions of Contract clause
- g) Delegation of Engineer's authority in terms of the relevant Conditions of Contract clause
- h) Granting permission to work during non-working times in terms of the relevant Conditions of Contract clause
- i) Suspend the progress of the works in terms of the relevant Conditions of Contract clause
- j) The issuing of an instruction to accelerate progress in terms of the relevant Conditions of Contract clause

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following clause after Clause 8.4.1(e):

f) if the Service Provider has failed to provide the required insurances within the prescribed time;

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clause 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 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 Service Provider

The Service Provider is:

Postal Address:
.....

Physical Address:
.....

Telephone:

Facsimile: ..

The authorised and designated representative of the Service Provider 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. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C1.3 Occupational Health and Safety Agreement

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

.....
(Service Provider/Mandatar/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at Bellville on the 2 day of May, 2017

Witness

Mandatar

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 Service Provider shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Service Provider 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 Service Provider performs on the site in terms of Construction Regulations 2014.
3. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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.
14. The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	75 – 77
C2.2 Activity Schedule	78 – 83

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents 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 of 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 Work, 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 or a nil rate 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. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
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 Service Provider 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. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.

9. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Services	Percentage points for each stage
1. Inception	5
2. Concept and Viability	25
3. Design Development	20
4. Documentation and Procurement	15
5. Contract Administration and Inspection	20
6. Close-Out	15

"Close-Out" may be included under the Contract Administration and Inspection Stage of the Service, in which case the Service Provider will then 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 15% retention amount of the total fee. The retention will be released on successful completion of the contractor's defects liability period.

If the Contractor is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).

10. Tendered time-based 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 Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
11. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. In respect of engineering and landscape architectural services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The provision for architectural services is in respect of specific services as described in the Scope of Work. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
12. The categories of persons (A, B, C, D) in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015).
13. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
14. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.

15. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider 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 Service Provider 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 not specifically itemised in the Activity Schedule.
16. Tenderers should note that, in terms of the Amended Landscape Architectural Work Stages – January 2011 published by the South African Council for the Landscape Architectural Profession, construction monitoring is included as a basic service and is thus covered by the percentage fee tendered for landscape architectural services.
17. Tenderers are referred to Clause 7.2.3 of the Scope of Work and the requirement that a level 3 Construction monitoring service be provided by the service provider. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
18. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
19. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
20. 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.
21. 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 R3.29/km (excluding VAT).
22. Tenderers are to note that the planning for this contract is based on a six year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
23. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
24. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
25. Clause F.4.10(c) in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

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C2.2 Activity Schedule

1.1 : Basic Fee for Planning, Studies, Investigations and Assessments, and Normal Services

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
1.1	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, Design 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 (engineering component) inclusive of contingencies but exclusive of VAT (Construction Cost) R800 000 000 (a) Tendered basic fee as a percentage of the estimated contract value (a) above <u>1.4935</u>% (b) PRICE (c) = $\frac{(b)}{100} \times (a)$	11 948 000	
TOTAL OF ITEM No. 1.1 TO SUMMARY			11 948 000	

1.2 : Provision for Time-Based Engineering Services

Item No.	Activity Description		Unit	Quantity (Provisional)	Rate	Amount R c	
1.2	Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:						
	- Process Design Engineer	Category B	hr	300	0.00	0	00
	- Civil Engineer	Category B	hr	1000	0.00	0	00
	- Hydraulic Engineer	Category B	hr	700	0.00	0	00
	- Structural Engineer	Category B	hr	1000	0.00	0	00
	- Electrical/Electronic and Process Control Engineer	Category B	hr	1000	0.00	0	00
	- Mechanical Engineer	Category B	hr	600	0.00	0	00
	- Electrical Engineer	Category B	hr	600	0.00	0	00
	- Topographic/Land Surveyor	Category C	hr	1000	300.00	300 000	00
	- Resident Engineer	Category C	hr	1000	0.00	0	00
TOTAL OF ITEM No. 1.2 TO SUMMARY						300 000	00

1.3 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3.1	Additional Services pertaining to all stages of the Project.	-	-	-	-	-
1.3.1.1	Applying for wayleave conditions and approvals from all services authorities	Sum	-	-	0	00
1.3.1.2	Services related to preferential procurement and targeted participation	Sum	-	-	0	00
1.3.1.3	Act as leader of the professional team	Sum	-	-	0	00
1.3.2	Provide a level 3 construction monitoring service as described in the Scope of Work	Provisional Sum			15 000 000	00
1.3.3	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.	Tendered fee as a percentage of the estimated contract value (a) above $0.0275\% (d)$ $PRICE (e) = \frac{(d)}{100} \times (a)$			220 000	00
					(e)	

1.3.4	Provide an Environmental Assessment Practitioner (EAP) as described in the Scope of Work	Tendered fee as a percentage of the estimated contract value (a) above <u>0.05</u> % (f) PRICE (g) = $\frac{(f)}{100} \times (a)$	400 000 00	
TOTAL OF ITEM No. 1.3 TO SUMMARY			15 620 000 00	

Item No. 2 : Architectural Services

2.1 : Provision for Time-Based Architectural Services (Provisional)

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
2.1	Provide time-based architectural services, with the agreement of the Employer, in respect of services that are of an architectural nature as described in the Scope of Work: - Principal: > 10 years experience - Salaried staff: Associates and Managers - Salaried staff: with direct responsibility for activities related to the project - Salaried staff: performing work related to the project under direction and control	hr	2000	0.00	0	00
		hr	800	735.00	588 000	00
		hr	800	400.00	320 000	00
		hr	800	300.00	240 000	00
TOTAL OF ITEM No. 2.1 TO SUMMARY					1 148 000	00

Item No. 3 : Landscape Architectural Services

3.1 : Basic Fee for Landscape Architectural Work Stages

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
3.1	Provide landscape architectural 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 – Construction Stage 6 – Close-Out	Estimated Contract Value (landscape architectural component) inclusive of contingencies but exclusive of VAT (Construction Cost) R2 500 000 (h) Tendered basic fee as a percentage of the estimated contract value (h) above <u>7.5</u> % (i) PRICE (j) = $\frac{(i)}{100} \times (h)$	187 500	00
TOTAL OF ITEM No. 3.1 TO SUMMARY			187 500	00

3.2 : Provision for Time-Based Landscape Architectural Services(Provisional)

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
3.2	Provide time-based landscape architectural services on instruction from the Employer in respect of services that fall beyond the scope of the normal landscape architectural work stages as described in the Scope of Work:					
	- Principal: > 10 years experience	hr	500	750.00	375 000	00
	- Principal: < 10 years experience	hr	500	0.00	0.	00
	- Associates and Managers.	hr	300	0.00	0	00
	- Staff with direct responsibility for activities related to the project.	hr	400	300.00	120 000	00
	- Other staff performing work under direction and control of one of the above.	hr	300	200.00	60 000	00
TOTAL OF ITEM No. 3.2 TO SUMMARY					555 000	00

Item No. 4 : Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Quantity	Rate	Amount R c	
4.1	Recoverable expenses in respect of printing/copying as specified below (Provisional):					
	Printing: size A0,	No	2000	22.50	45 000	00
	Printing: size A1,	No	2000	22.50	45 000	00
	Printing: size A2,	No	2000	20.00	40 000	00
	Printing/copying: size A4 (reports and tender documents only),	No	50 000	0.40	20 000	00
	Compilation and binding of reports/tender documents, books of drawings.	No	500	0.00	0	00
	Electronic Data provided on Compact Disk	No.	30	0.00	0	00
4.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	200 000	00
4.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	-	-	350 000	00
4.3.2	Extra over Item 4.3.1 above in respect of all other costs, overhead charges and profit.	%	350 000	0	0	00
TOTAL OF ITEM No. 4 TO SUMMARY					700 000	00

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No 1 (1.1 + 1.2 + 1.3)

R 27 868 000.00

B: TOTAL OF ITEM No 2

R 1 148 000.00

C: TOTAL OF ITEM No 3 (3.1 + 3.2)

R 742 500.00

D: TOTAL OF ITEM No. 4

R 700 000.00

E: SUB-TOTAL (ITEMS 1 TO 4)

R 30 458 500.00

F: CONTINGENCIES

Allow the sum of 15% (fifteen 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 4 568 775.00

G: TOTAL INCLUDING CONTINGENCIES

R 35 027 275.00

H: VALUE ADDED TAX

ADD: VAT at the rate of 14% of G above

R 4 903 818.50

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

R 39 931 093.50

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. 300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

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PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C3.1 Scope of Work

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1. INTRODUCTION

The Wastewater Branch is part of the Water and Sanitation Department within the Utility Services Directorate and is responsible for the Wastewater Treatment in the City of Cape Town Metropolitan Area (CMA). At present most wastewater emanating from the north-western area of the CMA, namely Bothasig, Richwood, Du Noon, Parklands, sections of Big Bay, Blouberg, Sunset Beach, and Milnerton up to Boundary Road, is treated at the Potsdam Wastewater Treatment Plant (WWTP).

The Environmental Authorisation/Record of Decision (ROD, 18/08/2011) issued by the Department of Environmental Affairs and Development Planning (DEADP), authorized the proposed extension and upgrading of the Potsdam WWTP from a capacity of 47MI/d to a capacity of 100MI/d.

In terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, a Professional Service Provider is required to provide the Engineering Professional Services necessary to implement the capacity expansion of the Potsdam WWTP project, which must be procured through a competitive bidding process. The purpose of this tender document is therefore to invite tenders from suitably qualified and experienced consulting firms. A Professional Service Provider is required to provide the Engineering Professional Services necessary to implement the capacity expansion of the Potsdam WWTP project for Tender **300C/2016/17: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT**, which will be evaluated using a financial offer and preference points based system as described in the tender data.

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

2. BACKGROUND

The Potsdam WWTP is situated off Koeberg Road opposite the Caltex Refinery, south of Blaauwberg Road. The western boundary of the site is bordered by the Diep River, and into which the WWTP discharges its final effluent and which is adjacent to the sensitive Rietvlei Nature Reserve. This then requires special attention be paid to stormwater management and the effluent disposal from the site and in strict adherence to the recommendations of the ROD.

Two previous capacity upgrades were undertaken in 1997 and 2008 at the Potsdam WWTP and the current capacity of Potsdam WWTP is 47MI/d, consisting of two activated sludge modules, referred to as the '97 plant with a capacity of 17MI/d and the 2008 plant with a capacity of 30MI/d.

In recent years, there has been increasing developmental pressure in the catchment, necessitating an additional capacity extension of 53MI/d. The ROD stipulates that membrane technology is required as treatment technology to ensure that the highest quality effluent is discharged to the environment. The spatial constraints of the site dictates that careful planning, especially with respect to the siting of the future 53 MI/d Membrane Biological Reactor (MBR) facility.

3. EMPLOYER'S OBJECTIVE

The objective of this tender is to procure professional service by appointing engineering consultants for the preliminary design, schedule of separate budget allocations for the design period, the tendering period, detailed design including project management, contracts management, site investigation, site supervision, detailed surveys and similar tasks; obtaining all approvals and permits; construction; commissioning of Potsdam Wastewater Treatment Plant expansion, local flood protection works; local landscaping works; construction of access road; training of the WWTP staff and anything else necessary to complete the Works for the intended purpose.

Life cycle costing with a high priority given to energy minimisation/conservation and the environment shall be applied to all applicable design decisions.

The appointed consultant must be able to produce the necessary design and preparation of the design documentation drawings, specifications, technical schedules, tender dossier documents for the various contracts, contract documents, co-ordinated designs, as well as an overall time programme which will show the implementation time for each contract, reports associated with the implementation of the project, supervise, administer and manage the associated contracts in a cost effective and technically competent manner, to co-ordinate the different works comprising the project. The appointed 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 will have to administer several contracts in various disciplines of engineering and architectural and landscaping services.

The appointed Service Provider will be required to investigate, undertake the detail design, specifications, contracts documentation, arranging other professional services, permit application if required, contracts administration, supervision of construction, environmental control, acting as the employer's safety agent in respect of the Occupational Health and Safety Act, and other work generally associated with the 53MI/day design capacity expansion of the Potsdam Wastewater Treatment Plant.

Determine a plan by which the new facilities can be constructed while maintaining the "Live" conditions of the existing Plant.

The Employer's objective for this tender is to appoint Professional Engineering Consultants to carry out, amongst others, but not limited, to the investigation, design, project administration, and reporting on the following listed items (a) to (d) below at the Potsdam Wastewater Treatment Plant, in order to build a new treatment plant, upgrade the existing 1997 and 2008 plants, and integrate and supply common process units for existing 1997 and 2008 plants and the new plant:

- a) A new ADWF 53 MI/d MBR treatment plant, consisting of primary, secondary, and tertiary treatment, within the confines of the existing site.

- b) Existing 1997 and 2008 plant integrate with new plant for a combined 100 Ml/d ADWF as a minimum requirement:
- i) Common raw sewage pump station.
 - ii) Raw sewage pump station overflow structure into adjacent pond with return facility.
 - iii) Common inlet works, with an enclosed structure for screening and grit removal.
 - iv) PST bypass pipelines to enable plant to function as an extended aeration plant.
 - v) Chemical Phosphorus removal facility.
 - vi) UV disinfection facility, including bypass, screen automation and enclosure.
 - vii) Mechanical dewatering for both primary, secondary and blended sludges, including screening of all waste sludge prior to dewatering.
 - viii) Wash water storage and distribution for internal reuse.
 - ix) Odour control facility for old and new facilities.
 - x) SCADA and DCS system web based client include facilities not currently linked.
 - xi) Upgrade office building including existing laboratory, a guardhouse at the plant entrance, with ablution and small mess facility.
 - xii) Upgrade and / or provide internal roads, truck weighbridge facility, drainage, structures, storm water system, perimeter fence, lighting, security cameras, standby generation, MCC buildings, electrical controls and interface connections.
- c) Upgrade existing 1997 and 2008 plant:
- i) Existing 2008 return pump station capacity to allow for pump maintenance.
 - ii) Tertiary treatment of final effluent, for example, as sand filters.
 - iii) Effluent reuse pump station, pressure reducing valves (PRV) and isolation valves on the effluent reuse pipelines.
 - iv) Ponds bypass pipeline for ponds maintenance purpose.
- d) General project requirements:
- i) Address all process bottlenecks.
 - ii) Processes and peak factors shall be suitable for local conditions and the current as well as future wastewater characteristics.
 - iii) All designs must consider and incorporate energy efficient measures.
 - iv) The facility must meet all applicable regulations and appropriate current and future standards as determined by DWS; including standards for effluent reuse for unlimited irrigation and industrial reuse.
 - v) Increase reliability, ease of operation and maintenance scope by including standby, bypass and isolation equipment and capacity.
 - vi) Design modifications to the existing facilities as required.
 - vii) Design drawings, specifications and tender/contract documents.
 - viii) Evaluate tender submissions with respect to lifecycle costs, for both capital and operation/maintenance costs.
 - ix) Administer, project manage and supervise the construction of the project.
 - x) Administer the provisions of the OHS Act, as well as the Environmental Authorisation/ ROD.
 - xi) Appoint an independent EAP to ensure compliance with the environmental authorisation.
 - xii) All ancillary work associated with the design and construction activities such as applications for way leaves, approvals, permits, etc.
 - xiii) Landscape the works.
 - xiv) Draft a tender to demolish aged infrastructure e.g. trickling biofilters.
 - xv) Assess the power requirement and complete application to Eskom for upgrade of incoming power supply to the Wastewater Treatment Plant and reporting.
 - xvi) Prepare all documentation as required for the Urban Settlement Development Grant funding and any other service as may be required in order to successfully complete the project.

Please Note: When completed, the works shall be fit for the intended purpose, which means the Service Provider has to follow up the design until completion of the Works.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services (but not limited to):

4.1 ENGINEERING SERVICES

a) Summarise Current Status

- wastewater quantity and quality
- existing treatment facilities

b) Evaluate likely Future Conditions, evaluation should include solids and air pollution (odour) issues

c) Evaluate Applicable Regulations

- Include Regulator and Local requirements and standards. Service Provider to consult with the relevant authorities to make sure that possible future changes to the effluent and sludge standards (and all other applicable standards) are also taken into account.
- Include limits pertaining to each of the different discharge options (river, unlimited irrigation, agricultural use, industrial use)

d) Define project constraints and criteria

- Constrains should be quantified;
- To the extent practical criteria and weighting;
- Carefully define each criteria;
- Include cost as a criteria, including capital, operation/maintenance, and present value;
- Include sustainability as a criteria.

e) Evaluate discharge and reuse options, including at a minimum:

- Discharge (existing and new facilities);
- Unlimited Irrigation reuse;
- Agricultural reuse;
- Industrial reuse.

Fully compare each option, preliminary sizing, layout, and LCC cost estimates will be needed.

f) Design selected management options

- Produce drawings showing the layout of proposed facilities;
- Run detailed sizing calculations accounting for seasonal climate variability and produce preliminary plan and profile views of the processes;
- Sizing necessary pipes, pumps, aerators, etc;
- Recommended specific types (models) for pumps, aerators, lining, etc and why best;
- Hydraulic calculations & profiles.

g) Refined Cost Estimate

- Life Cycle Cost (LCC) and Life Cycle Assessment (LCA);
- include capital costs with detailed breakdown of elements;
- include O & M costs, and likely user fees.

h) Construction of facilities

- staging of construction operations;
- maintaining adequate wastewater treatment capacity during construction;
- skills and equipment needed from inside/outside community.

i) Operation and Maintenance Guidelines

- Level of Operator Certification needed;
- Start-up considerations;
- Monitoring, including per permit requirements;
- Routine maintenance (for pumps, etc).

j) References

- utilize industry standards for design and peer reviewed documents;
- complete documentation of sources is required throughout the written reports.

k) Project Management

Appropriate project management should be provided throughout the project and should consist of the following items, as a minimum:

- complete work within budget limits and on schedule;
- provide appropriate quality control of the work.

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015, as amended or amplified upon in the project brief below.

4.1.3 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 3 construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015 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 in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

4.2 Architectural Services

The provision of architectural input (primarily around the aesthetics of the Wastewater Plant) into the concept and viability and design development stages, and to a limited extent, into the contract administration and inspection (construction) stage. Payment will be on a time basis according to tendered hourly rates.

4.3 Landscape Architectural Services

The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the project brief below.

5. EXTENT OF THE SERVICES

While predominantly of an engineering nature, this project does require the services of an architect and landscape architect, as described hereunder, and more fully in the brief below.

For tendering and evaluation purposes it has been assumed that the construction cost of the engineering component of this project is R800 000 000, and the landscaping component is R2 500 000, both exclusive of VAT. The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual construction costs.

Architectural input will be paid for on a time basis according to tendered hourly rates. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

A level 3 construction monitoring service is required in respect of which a provisional sum has been allowed in the activity schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

The services to be provided in terms of this project are inextricably linked to the Employer's capital budget. All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of the budget provision in any given financial years.

Within the 5 years period, the budget will be adjusted in accordance with the cash flow of the project.

All work (including construction) must be programmed to be completed within this five (5) year period. As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

For tendering and tender evaluation purposes, it has been estimated that the construction cost (exclusive of VAT) over the five year period will be R 800 000 000, and the activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according 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 Service Provider's attention is drawn to the fact that the Potsdam Wastewater Treatment Plant is located in an ecologically sensitive developed area. Extreme care should be exercised at all times to ensure that no incidents occur that will have a detrimental effect on the environment and more importantly the Rietvlei Nature Reserve.

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

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

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

7. BRIEF

7.1 Terms of Reference

The Potsdam WWTP expansion shall be designed for the capacity of 53ML/d (ADWF), and shall be equipped with sludge stream management facilities.

The purpose of this contract is to procure the professional services necessary to implement the Employer's objective of constructing the 53ML/d expansion and associated improvements of the existing 47ML/d plant, liquid and solids streams, and inlet works at the Potsdam WWTP, within the given budget. The Service Provider shall collect all data relevant to the project, identify limitations/bottle necks, investigate options for the proposed improvements, identify mechanical, electrical and civil works interface requirements, produce concept designs and compile a Status Quo report and a Design Planning Upgrade Report. This report shall include specific details of the preferred option(s), including information on electrical and mechanical requirements, modifications to services, cost estimates and a project implementation programme.

Cognisance must be taken of the requirement to maintain the existing treatment systems operational at all times and for planned minimum interference during essential inter-connections or deviation of services. While space adjacent to the existing inlet works is limited, the appointed consultant is required to investigate the possibility of locating the new facility in this area, as it is considered preferable to a centralised location. The existing biofilters will be demolished to make way for the MBR.

The Service Provider must commit to a cost minimisation approach at all times. In this regard designs should target reductions in layout, materials, facilities, equipment, energy and operational requirements. Strategic interfacing with the Wastewater Department, the Reticulation Department, the Employer's mechanical and electrical support services and the operational controller is necessary from the commencement of the project to ensure agreement on design, equipment, specifications, risk acceptance, etc., and to identify any specific requirements that must be incorporated in the design or tender documents.

Once the Service Provider has formulated certain ideas for the design of the project, a technical workshop will be held with the Employer's role players to establish agreement on main issues for planning the way forward. Ad-hoc technical meetings and HAZOP reviews should take place whenever necessary with the appropriate personnel to ensure that relevant information is distributed and that technical agreements and design decisions are timeously addressed.

The programming of design and construction must comply with budget limitations and the Municipal Finance Management Act (see Clause 7.3). The Service Provider shall therefore ensure a minimum design time and that contracts are, if necessary, appropriately "packaged" to maximise progress in terms of the time limitation. The Service Provider must have adequate resource capacity to investigate, design and manage the entire project.

Additional services to be provided include the provision of a level 3 construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015, 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.

7.2 Specific Requirements

7.2.1 Planning, Studies, Investigations and Assessments

The Service Provider shall inspect the site to familiarise himself/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) will be executed.

The Service Provider shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for improvements, cost estimates, and an implementation programme covering the six year budget cycle. Any estimates produced must exclude value added tax (VAT).

7.2.2 Normal Services

Stage 1 – Inception (Pre-Design/Programming Phase)

The Service Provider shall provide those services as described in the relevant Board Notices referred to in Clause 4.1.2 above as are necessary to establish the Employer's requirements and preferences, assess user needs and options, and confirm the project brief moving forward.

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the construction contract required and to be within the budgetary constraints of this project. Any further investigations and/or testing should be identified at this stage

Additional deliverables shall including:

- Description regarding the specific infrastructure
- Identification of technical options
- Identification of treatment efficiencies
- Identification of the optimal technical, environmental and economic option

Stage 2 - Concept and Viability (Preliminary Design)

The Service Provider must allow for providing all of those preliminary design services as may be necessary to proceed with and finalise the detail design and tender documentation. Particular attention must be given to issues arising from consultant co-ordination and feasibility reports in line with initial estimates that might require design changes (minimal), consultation with the client, various service authorities, and other interested parties that may be necessary prior to finalising designs and documentation.

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of any further investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

Interim payments for this stage shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions in the Pricing Data.

Additional deliverables shall include:

- Further development of technical solution for selected option including energy and water consumption
- Assessment of solutions, LCC and/or LCA considerations
- Revision of overall evaluation model
- Revision of the model for technical, environmental and economic model
- Revision of method for award criteria points
- Identification of the optimal technical, environmental and economic solutions
- Selection of procurement method

Stage 3 - Design Development (Detail Design)

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

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

Draft drawings and tender/contract documents shall be submitted to the Employer for comment and approval prior to calling of tenders. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission to the Employer. The tender document shall be submitted to the Employer for checking at least four weeks prior to tenders being advertised.

All designs, specifications and standards to be drafted in consultation with the City's designated Branch managers and all such documents are to be agreed upon prior to publication.

The Service Provider 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.

Additional deliverables shall include:

- Preparation of tender documents including employer's requirements;
- Preparation of contract award model;
- Revision/update of the selected weighting models for technical, environmental and economic model.

Stage 4 – Documentation and Procurement

The Service Provider shall provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The Service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

All procurement documents are to be produced in compliance with the City's policies on procurement of construction services.

The contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format. The Civil Conditions of Contract shall be the General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering. The Mechanical/Electrical document shall be prepared in the Construction Industry Development Board's (CIDB) format. The Conditions of Contract shall be the Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works, and for Building and Engineering Works, designed by the Contractor, 1st Edition 1999 (FIDIC Yellow Book). The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to the tender being advertised. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract documents shall be submitted to the Employer for checking at least five weeks prior to the tender being advertised in order to meet the deadline as set by the employer. The Service provider shall supply the Employer with an electronic copy (on CD) of the tender/contract documents once approved. The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

The Service Provider shall attend a Bid Specification Committee (BSC) meeting prior to the finalisation of the tender documentation and advertising of tenders. All comments of the BSC shall be incorporated into the final tender documents.

On approval of the detail design drawings, 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 Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider 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 Service Provider 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 Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders have closed, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report within 4 weeks after receipt thereof of tenders received (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC) in the required format as determined by the Employer at the time of the evaluation. The Service Provider shall, together with employer's Project manager present its evaluation to the BEC, respond to any queries the BEC may have, and follow up on any issues requiring the Service Provider's attention/action. The Service Provider shall further render all assistance as required by the Employer in compiling reports for presentation to the City's Bid Adjudication Committee (BAC).

The Service Provider must further be available during the BAC meeting and respond to any queries raised by the BAC.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Additional deliverables shall include:

- Tender evaluation
 - Economic Assessment (LCC)
 - Technical Assessment
- Selection of contractors

Stage 5 – Contract Administration and Inspection

The management and administration of the construction contract, and management of all project work streams, including the necessary documentation to facilitate effective execution of the works, is required. Construction documentation labelled "for construction" must be issued to the building contractor and consulting team as so required by the guideline scope of works of the professional councils and contract documents which form part of this document.

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

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

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

Additional deliverables shall include, but not limited to:

- Detailed design by contractor/s
- Assessment and verification of detailed design and drawings
- Tests and verifications of:
 - Treatment efficiency and effectiveness
 - Energy consumption
 - Consumption of chemicals
 - Water consumption
 - Odour emissions

Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services.

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

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

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

7.2.3 Additional Services

Service Enquiries/Wayleave Applications

The Service Provider 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.

Preferential Procurement and Targeted Participation

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

- (a) the incorporation into the contract documentation of:
 - a) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
 - (ii) targeted participation goals in respect of targeted labour and/or resources.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

Construction Monitoring

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

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

The Service Provider is required to identify the Engineer's Representative at the time of tender, and will require the Employer's 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.

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

As far as the individuals proposed are concerned, the Engineer's Representatives shall be qualified Engineers and who have a minimum of 10 years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, including a minimum of at least one contract which has involved Wastewater Treatment Plants.

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

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

Environmental Assessment Practitioner (EAP)

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

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

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

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

7.3 Time Frames/Milestones

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

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

The major milestone with respect to this particular project that the Service Provider shall adhere to is as follows:

- The time for completion for the preparation of acceptable, compliant tender documents and working drawings for the mechanical/electrical and civil contracts is 14 months after the appointment of the Service Provider in order to meet the BSC Meeting deadline as set by the Employer.

Failing to meet this milestone will result in a Penalty of R20 000.00 per day up to a maximum of 10% of the Service Provider's fees.

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

Furthermore, the Service Provider will have four (4) weeks, after receipt of tenders received, to evaluate all valid tenders received and prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC)

Failing to meet this milestone will result in a penalty of R5 000 per day up to a maximum of 10% of the Service provider's fees.

7.4 Places for the Performance of Specific Tasks

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

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

The Potsdam Wastewater Treatment Plant is situated off Koeberg Road, opposite the Caltex Refinery.

7.5 Reporting Requirements

Aside from the five particular reports required in terms of the brief above (the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing budget and expenditure in respect of both the Service Provider's appointment and the construction contractor's contracts; together with the anticipated spend to the end of each financial year in question.

The Planning, Studies, Investigations and Assessments Reports and Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

The Tender Evaluation Report shall be submitted to the Employer within four (4) weeks of tenders for the construction works having been received.

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

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

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

A preliminary Project Close-Out Report shall be submitted to the Employer within two months of the certificate of works completion having been issued, which shall be updated as necessary and re-submitted prior to the issue of the certificate of final completion.

8. REFERENCE DATA

A large proportion of all previous as-built drawings are available either at the head office of the Employer or on site, for inspection during the tender period. Copies of all such drawings will be given to the appointed Service Provider for reference purposes, including copies of the ROD and performance data of the existing 1997 and 2008 trains.

RAW INFLUENT STATISTICS AND HISTORICAL DATA YEAR to 30th Nov 2016

	ADF	Chemical							Physical			Microbiological
		COD	NH3	NO3	TKN	VTSS	FSA	ortho-P	TSS	pH	El. Conductivity	E.coli
	MI/d	mg/L	mg/L	mg/L	mg/l	mg/l	mg/l	mg/L	mg/l		mS/m	per 100 ml
Average Value	51	912	45.4	NT	80	268	NT	6.3	384	7.2	118	NT
Maximum Value	61	1369	73.1	NT	135	378	NT	10.5	868	7.7	145	NT
Minimum Value	38	624	32.6	NT	57.4	204	NT	3.8	218	6.7	100	NT

FINAL EFFLUENT STATISTICS AND HISTORICAL DATA YEAR to 30th Nov 2016

	ADF	Chemical							Physical			Microbiological
		COD	FSA(NH3+NH4)	NO3	TKN	VTSS	FSA	ortho-P	TSS	pH	El. Conductivity	E.coli
	MI/d	mg/L	mg/L	mg/L	mg/l	mg/l	mg/l	mg/L	mg/l		mS/m	per 100 ml
Average Value		40	1.2	2.7	NT	NT	NT	0.4	5.2	7.6	87.2	1746
Maximum Value		74	7	6	NT	NT	NT	1.3	57	8.1	104	21000
Minimum Value		26	0.2	0.3	NT	NT	NT	0.1	2.5	7.2	68	22

NB. :NT = Not tested

Data is for illustrative purposes only and must be verified by Engineering consultant company

N.B. LICENCE NO: , FILE NO: with reference to APPLICATION FOR WATER USE LICENCE IN TERMS OF SECTION 40 AND 41 OF THE NATIONAL WATER ACT, 1998 (ACT 36 OF 1998E): ENGAGING IN A CONTROLLED ACTIVITY, IRRIGATING OF ANY LAND WITH WASTE OR WATER CONTAINING WASTE: PROPERTIES IN RESPECT OF WHICH THE LICENCE IS USSED, issued on 30.08.2015 by Water&Sanitation Department has been attached to this tender. Refer to Part C 4. Site Information.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider 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. APPROVALS

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

- (a) Approval of the priorities for rehabilitation, and the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer
- (c) Approval of the detail design, drawings and contract document from the Employer,
- (d) Approval of the construction monitoring proposal from the Employer,
- (e) Wayleave approval from all service authorities,
- (f) Approval of the Engineers Representative from the Employer,
- (g) Approval of building plans from the relevant Authority.

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

11. PROCUREMENT

11.1 Preferential Procurement

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 19: Preferencing Schedule in Part T2.2 Returnable Schedules where preferences are granted in respect of B-BBEE contribution. In particular, where the Service Provider has declared in Section 5 of Returnable Schedule 19 that "I/we DO NOT intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for" then the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule 19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

For the purposes of this contract, the term "sub-contractor" (used in the context of sub-contracting to the Service Provider) shall include all sub-consultants employed by the Service Provider.

Where the Service Provider is a joint venture it shall be monitored as described in Clause 11.2 below.

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

In order to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for, the Service Provider shall submit to the Employer, as and when required, a B-BBEE Sub-contract Expenditure Report. The format of this report is provided in Annex 1 attached.

The Service Provider shall submit to the Employer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 69 of 1984) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor shall be deemed to be a non-compliant contributor.

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

In order to ensure a joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard, the Service Provider shall submit to the Employer, as and when required, a Joint Venture Expenditure Report. The format of this report is provided in Annex 2 attached.

In respect of Annexes 1 and 2 referred to above, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in Schedule 19 Preferencing Schedule in Part T2.2 Returnable Schedules. In the case of a joint venture (Annex 2), the Service Provider shall prove its compliance with item 6) in Section 2 of the Preferencing Schedule by providing a consolidated scorecard at its own cost on instruction from the Employer.

12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

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

13. KEY PERSONNEL

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

- a) **Project Leader** who is qualified and registered as an Engineer (PrEng or PrTech Eng) with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants and who will be responsible for all work carried out in terms of the tender. The Project Leader must, within the last five years, also have acted as the "Engineer" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2010, 3rd Edition 2015 or FIDIC suite of contracts. He/she must have a minimum of 10 (ten) years verifiable post graduate experience in project management, site supervision and contract management in concrete structures with a mechanical and electrical interface. A list of projects on which the Project Leader has acted as the Engineer must be clearly ascertainable from the *curriculum vitae* submitted.
- b) **Process Design Engineer (PrEng or PrTech Eng)** who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Activated Sludge and Biological Nutrient Removal (BNR) Wastewater Treatment Plants.
- c) **Civil Engineer (PrEng or PrTech Eng)** who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants.
- d) **Hydraulic Engineer (PrEng or PrTech Eng)** who is qualified and registered with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in hydraulic engineering, knowledge of pump station, pipelines hydraulic systems and hydraulics components, ability to perform simulations and calculations of hydraulic systems.
- e) **Structural Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, with at least 10 (ten) years verifiable post graduate experiences in the analyses and design of structures and especially water retaining structures.
- f) **Electrical/Electronic and Process Control Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years specialisation in electrical or electronics engineering, computer science or information technology knowledge and experience of: computer networks and their configuration, communication systems technology, data management and data security, infrastructure security, firewalls and intrusion detection systems, programming and scripting languages – and specifically experience in SCADA (Supervisory Control And Data Acquisition) or Industrial, Infrastructure based processes Control Systems.
- g) **Mechanical Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering.

- h) **Electrical Engineer (PrEng or PrTech Eng)** who is qualified and registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) or holds equivalent international registration verified by ECSA, who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering.
- i) **Topographic/Land Surveyor** who is qualified Surveyor and who has a minimum of 6 (six) years verifiable post graduate experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS.
- j) **Two Resident Engineers** who are qualified Engineers and who have a minimum of 10 (ten) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, including a minimum of one contract which have involved Wastewater Treatment Plants.
- k) **Architect** who is a qualified Architect, with at least 10 (ten) years verifiable post graduate experience and who has provided architectural input into at least two Wastewater Treatment or similar Industrial projects.
- l) **Landscape Architect** who is qualified as a Professional Landscape Architect with at least 6 (six) years verifiable post graduate experience and who has provided landscape architectural input into at least two Wastewater Treatment or similar Industrial projects.
- m) **Environmental Assessment Practitioner** must meet the requirements for registration as an Environmental Assessment Practitioner as established by the Environmental Assessment Practitioners Association of South Africa (EAPASA, www.EAPASA.gov.za) who has at least 5 years verifiable post graduate experience, to ensure that the environmental conditions of the Record of Decision are adhered to. Registration as an EAP is preferred but is not compulsory.
- n) **Professional Construction Health and Safety Agent (PrCHSA)** registered with SACPCMP with the necessary competencies and resources to act as the Employer's Agent in terms of the Occupational Health and Safety Act and with a minimum of 1 year verifiable experience as an OHS Client's Agent.

Note: An Engineer, registered in another country, will need to comply with ECSA's registration requirements in order for them to be considered as a PrEng or PrTech Eng for this project/South Africa.

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

14. MANAGEMENT MEETINGS

14.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The representation of the Service Provider will consist of among others, the Project Leader, Civil Engineer, Process Design Engineer, Mechanical and Electric Engineers, and Process Control Engineer, as directed by PMT. The Service Provider will present its proposals at these meetings, and take direction from the PMT in this regard.

14.2 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

14.3 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project. This will also include a Hazardous Operation (HAZOP) meeting.

14.4 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

14.5 General

The Service Provider shall be represented at all meetings by representation as stated in 14.1 above. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

15. CLAIMS FOR PAYMENT

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

16. EMPLOYER'S RIGHT TO RECOVER COSTS

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

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

Value of the contract (as defined in the Preference Schedule) (P*)		B-BBEE Status Level of Prime Service Provider			
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Service Provider	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
¹ Documentary evidence to be provided			Total:	R	
			Expressed as a percentage of P*		%

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

Date: _____

Verified by Employer's
Agent / Representative _____

Date: _____

Contract
Part C3: Scope of Work
Reference No. 300C/2016/17

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

¹Documentary evidence to be providedSignaturesDeclared by Contractor
(Service Provider) to
be true and correct:

Date: _____

Verified by Employer's
Agent / Representative

Date: _____

Part C4: Site Information

	Pages
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C4.2 Water Use Licence.....	108

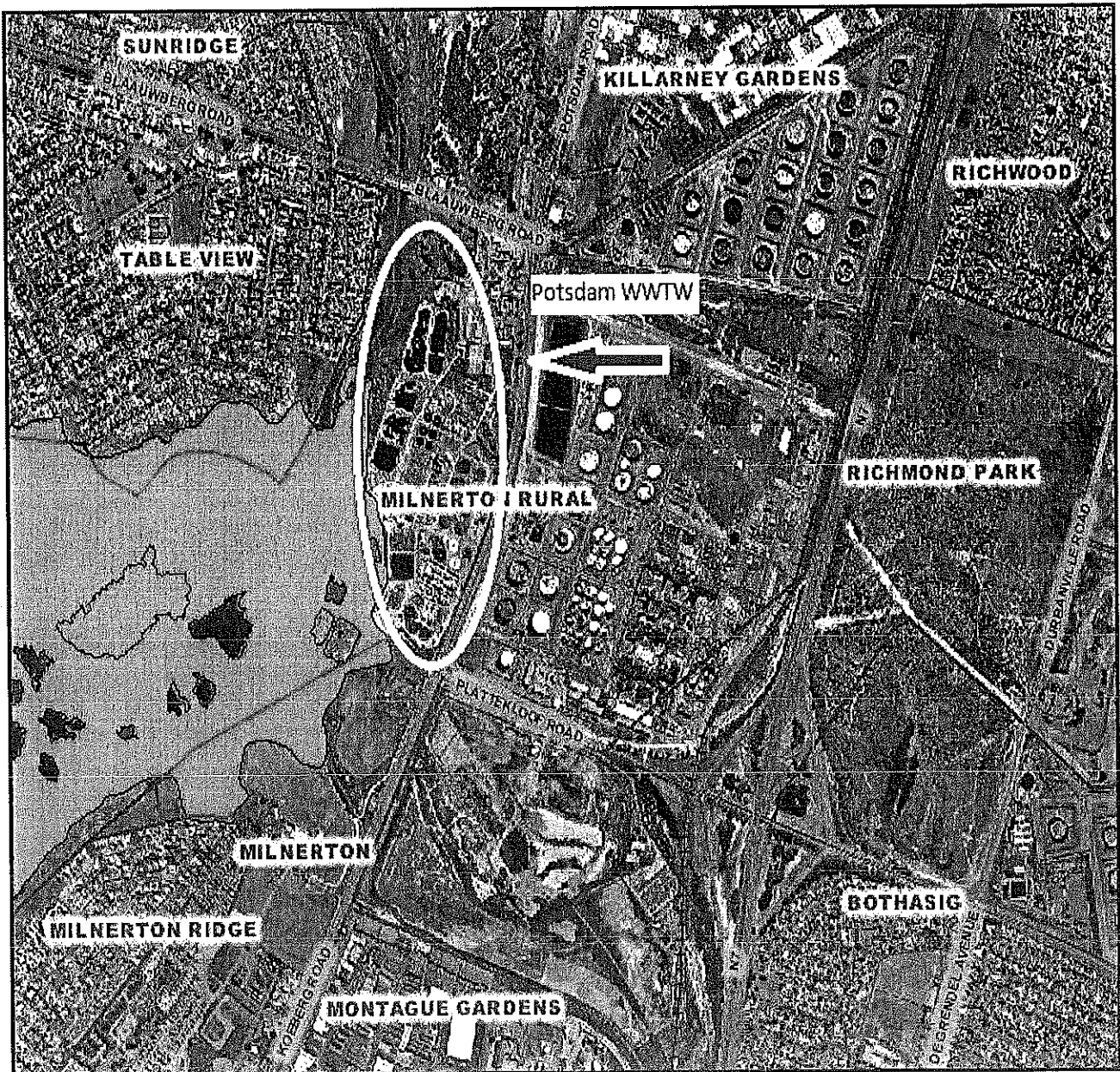
CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C4.1 Location Map



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM WASTEWATER TREATMENT PLANT

C4.2 Water Use Licence

LICENCE NO: 19/G21F/EFG/2719, FILE NO: 27/2/G621/104/1 with reference to APPLICATION FOR WATER USE LICENCE IN TERMS OF SECTION 40 AND 41 OF THE NATIONAL WATER ACT, 1998 (ACT 36 OF 1998E): ENGAGING IN A CONTROLLED ACTIVITY, IRRIGATING OF ANY LAND WITH WASTE OR WATER CONTAINING WASTE: PROPERTIES IN RESPECT OF WHICH THE LICENCE IS ISSUED, issued on 30.08.2015 by Water and Sanitation Department has been attached to this tender. (14 Pages attached)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Private Bag X313, Pretoria 0001, 185 Francis Baard Street, Sedibeng Building, Pretoria,
Tel: 012 336 7500, Fax (012) 323 4472/ (012) 326 2715. www.dwa.gov.za

LICENCE IN TERMS OF CHAPTER 4 OF THE NATIONAL WATER ACT, 1998 (ACT NO. 36 OF 1998)

I, _____, in my capacity as Director-General in the Department of Water and Sanitation and acting under authority of the powers delegated to me by the Minister of Water and Sanitation hereby authorise the following water uses in respect of this licence.

SIGNED: _____

DATE: 30 August 2015

LICENCE NO:
FILE NO: 27/2/G621/104/1

1. Licensee: City of Cape Town: Potsdam Wastewater Treatment Works (WWTWs)
Postal Address: P.O. Box 16548
VLAEBERG
8018
2. Water Uses
 - 2.1 Section 21(e) of the Act: Engaging in a controlled activity, irrigating of any land with waste or water containing waste subject to the conditions set out in Appendices I and II.
 - 2.2 Section 21(f) of the Act: Discharging waste or water containing waste into a water resource through a pipe, canal, sewer or other conduit, subject to the conditions set out in Appendices I and III.
 - 2.3 Section 21(g) of the Act: Disposing of waste in a manner which may detrimentally impact on a water resource, subject to the conditions set out in Appendices I and IV.
3. Property (ies) in respect of which this licence is issued
 - 3.1 ERF 10781 Milnerton
 - 3.2 ERF 23046 Milnerton
 - 3.3 ERF 9396 Milnerton
 - 3.4 ERF 9378 Milnerton
 - 3.5 ERF 6141 Milnerton

B 05783

3.6 ERF 1945 Milnerton

4. Registered owner of the Property

4.1 City of Cape Town

5. Licence and Review Period

This licence is valid for a period of twenty (20) years from the date of issuance and may be reviewed at intervals of not more than five (5) years.

6. Definitions

Any terms, words and expressions as defined in the National Water Act, 1998 (Act 36 of 1998) shall bear the same meaning when used in this licence.

"The Provincial Head" means the Head of Provincial Operations: Western Cape, Department of Water and Sanitation, Private Bag X16, Sanlamhof, Bellville, 7532.

"The Act" means the National Water Act, 1998 (Act No 36 of 1998)

"The Department" means the Department of Water and Sanitation.

"Report" refers, to the report entitled "Water quality report for City of Cape Town: Potsdam WWTW" and "*Guideline for Permissible Utilisation and Disposal of Treated Sewage Effluent*" of 30 May 1978, as well as all other related documentations and communication (emails, letters, verbal, etc.) related thereto.

7. Description of activities

This licence authorizes City of Cape Town: Potsdam Wastewater Treatment Works to irrigate land with a maximum quantity of one thousand and eight hundred cubic metres (1 800 m³/a) per annum of water containing waste during the summer months from Potsdam Wastewater Treatment Works (WWTWs), dispose a maximum quantity of twenty seven million and three hundred and seventy five thousand cubic metres (27 375 000m³/a) per annum of water containing waste into Maturation ponds and discharging a maximum quantity of twenty seven million and three hundred and seventy five thousand cubic metres (27 375 000m³/a) per annum at a maximum rate of seventy five thousand cubic metres (75 000 m³/a) per day of water containing waste into Diep River. The activity is undertaken in the Berg Water Management Area within quaternary catchment G21F.

APPENDIX I

General conditions for all water uses

1. This licence is subject to all applicable provisions of the National Water Act, 1998 (Act 36 of 1998).
2. The responsibility for complying with the provisions of the licence is vested in the Licensee and not any other person or body.
3. The Licensee must immediately inform the Provincial Head of any change of name, address, premises and/or legal status.
4. If the property in respect of which this licence is issued is subdivided or consolidated, the Licensee must provide full details of all changes in respect of the properties to the Provincial Head of the Department within 60 days of the said change taking place.
5. If a water user association is established in the area to manage the resource, membership of the Licensee to this association is compulsory.
6. The Licensee shall be responsible for any water use charges or levies imposed by the Responsible Authority
7. While effect must be given to the Reserve as determined in terms of the Act, where a desktop determination of the Reserve has been used in issuance of a licence, when a comprehensive determination of the Reserve has finally been made; it shall be given effect to.
8. The licence shall not be construed as exempting the licensee from compliance with the provisions of any other applicable Act, Ordinance, Regulation or By-law.
9. The licence and amendment of this licence are also subject to all the applicable procedural requirements and other applicable provisions of the Act, as amended from time to time.
10. The Licensee shall conduct an annual internal audit on compliance with the conditions of licence. A report on the audit shall be submitted to the Provincial Head within one month of the finalisation of the audit.
11. The Licensee shall appoint an independent external auditor to conduct an annual audit on compliance with the conditions of this licence. The first audit must be conducted within 3 (three) months of the date this licence and a report on the audit shall be submitted to the Provincial Head within one month of finalisation of the report.
12. Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years. Calibration certificates shall be available for inspection by the Provincial Head or his representative upon request.
13. Any incident that causes or may cause water pollution shall be reported to the Provincial Head or his/her designated representative within 24 hours.

APPENDIX II

Section 21 (e) of the Act: Engaging in a controlled activity; irrigation of any land with waste or water containing waste

1. QUANTITY OF WATER CONTAINING WASTE FOR IRRIGATION

- 1.1 This licence authorises the disposal on land a maximum quantity of one thousand and eight thousand cubic metres (1 800 m³/a) of water containing waste per annum, based on an average of ten cubic meters (10 m³/d) per day in Erfs 10781; 23046; 9396, 9378, 6141; 945 and 1943 Milnerton.
- 1.2 The quantity of water containing waste authorised to be irrigated in terms of this licence must not be exceeded.

2. CROP TYPE AND AREA IRRIGATED

- 2.1 This licence authorises to irrigate a total surface area of 3 ha of grass on the Potsdam WWTWs properties Erf 10781; Erf 23046; Erf 9396, 9378, 6141; Erf 1945 and Erf 1943 Milnerton.

3. QUALITY OF WATER CONTAINING WASTE

- 3.1 The quality of the water containing waste irrigated may not exceed the following values or range:

Table 1: Quality of waste water to be disposed through irrigation

Variable	Limit
pH	5.5 to 9.5 pH units
Electrical Conductivity (mSm)	not to be increased by more than 75 percent above that of the intake water
Suspended Solids (mg/l)	Not to exceed 90 milligrams per litre
Chemical oxygen demand (COD) (mg/l)	Does not exceed 75 milligrams per litre after applying the Chloride correction
Ammonia	10
Nitrate (mg/l)	15
E.coli per 100ml	0
Ortho-phosphate(mg/l)	5
Sodium Adsorption Ratio	5

4. MONITORING

4.1. Quantity

- 4.1.1 The quantity of water containing waste irrigated shall be metered and recorded daily.
- 4.1.2 Monitoring for the quantity of the water containing waste for irrigation shall be done at the point where the effluent is piped from the maturation ponds.
- 4.1.3 Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years. Calibration certificates shall be available for inspection by the Provincial Head or his/her representative upon request.

- 4.1.4 The monitoring point/s shall not be changed without prior notification to and written approval by the Provincial Head.
- 4.1.5 A monitoring program to determine compliance with the ground water quality reserve on the property/properties must be designed in consultation with the affected parties.

4.2 Quality

- 4.2.1 Monitoring points for quality must be at the outlet of the wastewater treatment works.
- 4.2.2 The date, time and monitoring point in respect of each sample taken must be recorded together with the results of the analysis.
- 4.2.3 Monitoring points must not be changed prior to notification and written approval by the Provincial Head.
- 4.2.4 The samples taken at outlet point of the WWTWs shall be analysed for the variables at the required frequencies as shown in Table 2:

Table 2: Monitoring variables and frequency

Variable	Frequency
pH	Monthly
Electrical Conductivity (mSm)	Monthly
Suspended Solids (mg/l)	Monthly
Chemical oxygen demand (COD) (mg/l)	Monthly
Ammonia	Monthly
Nitrate (mg/l)	Monthly
E.coli per 100ml	Monthly
Ortho-phosphate(mg/l)	Monthly

4.3 Ground water monitoring

- 4.3.1 Ground water monitoring shall be undertaken as set out in condition 2 of Appendix IV.

5. REPORTING

- 5.1 The Information required in terms of condition 3 shall be submitted monthly to the Provincial Head, under reference 27/2/2/G621/104/1, within one month of the close of the period concerned.
- 5.2 Any information on the occurrence of any incident that has or is likely to have detrimental impact on the water resource must be reported to the Provincial Head within 24 hours.

6. METHODS OF ANALYSIS

- 6.1 Analyses shall be carried out in accordance with methods prescribed by and obtainable from the South African Bureau of Standards (SABS), in terms of the Standards Act, Act 30 of 1982.
- 6.2 The methods of analysis shall not be changed without prior notification to and written approval by the Provincial Head.

7. GENERAL IRRIGATION PRACTICES

- 7.1 Irrigation shall be practised in accordance with the guidelines prescribed in the document titled "*Guide: Permissible Utilisation and Disposal of Treated Sewage Effluent*", issued by the former Department of Health under reference 11/2/5/3 and dated 30 May 1978, or in accordance with any relevant regulations promulgated under section 26 of the Act.
- 7.2. Irrigation with waste shall be practised in a systematic manner and precautions shall be taken so as to prevent -
- 7.2.1 Water logging and pooling of waste in any location
 - 7.2.2 Pollution of underground water or surface water due to seepage or otherwise
 - 7.2.3 Fly breeding, public health hazard, odour or secondary pollution
 - 7.2.4 Runoff from the irrigation area because of wet weather or any other conditions whatsoever and
 - 7.2.5 The site of the irrigation area shall be adequately fenced to prevent the entry of animals and unauthorised persons.
- 7.3 Notices manufactured of durable weatherproof material prohibiting unauthorised entry and warning against the use of water containing waste for drinking and washing purposes shall be displayed at prominent places along the fence and at entrance gates. Such notices shall be worded in the official languages applicable in the area.

8. PIPELINES

- 8.1 The pipelines used for the conveyance of waste shall be painted in a conspicuous colour or manufactured of a coloured material distinctly different from the colour of the pipelines in which drinking water is flowing to avoid the possibility of any cross-connections of the different pipelines.
- 8.2 All stop-valves and taps on the pipelines conveying the effluent shall be of a type that can be opened and closed by means of a loose wrench. This wrench shall be in the safekeeping of a responsible member of the staff to prevent unauthorised use thereof.
- 8.3 Notices manufactured of a durable weatherproof material warning against the use of water containing waste for drinking and washing purposes shall be displayed at prominent places where the waste is being reused and at all taps. Such notices shall be worded in the official languages applicable in the area.

9. STORM WATER MANAGEMENT

- 9.1 The Licensee should ensure that all storm water run-off diverted from the site must be received and disposed off in a way that will not negatively impact the quality and total integrity of the receiving water resource.
- 9.2 The Licensee must construct terms or furrows around the irrigation area are in order to prevent storm water ingress or water containing waste from entering any river, stream or wetland.
- 9.3 The Licensee must ensure that seepage and runoff from the area under irrigation does not flow beyond the boundaries of the irrigation area.

APPENDIX III

Section 21(f) of the Act: Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduit.

1. QUANTITY OF WATER CONTAINING WASTE

1.1 This licence authorises the discharging of a maximum quantity of twenty seven million three hundred and seventy five thousand cubic metres per annum (27 375 000m³/a) of treated wastewater from Potsdam WWTW into the Diep River at a maximum rate of seventy five thousand cubic meters per day (75 000 m³/d) at geographical position: 33° 50' 31.48" S and 18° 31' 08.78" E.

1.2 The quantity of treated water containing waste authorised to be discharged in terms of this licence must not be exceeded.

2. QUALITY OF WATER CONTAINING WASTE

2.1 The quality of the treated water containing waste that will be reused or discharged into the Diep River may not exceed the following values:

Table 3: Wastewater discharge limit

Variable	Limit
pH	5.5 to 9.5 pH units
Electrical Conductivity (mSm)	not to be increased by more than 75 percent above that of the intake water
Suspended Solids (mg/l)	Not to exceed 90 milligrams per litre
Chemical oxygen demand (COD) (mg/l)	Does not exceed 75 milligrams per litre after applying the Chloride correction
Ammonia	10
Nitrate (mg/l)	15
E.coli per 100ml	0
Ortho-phosphate(mg/l)	5

3. MONITORING

3.1 Quantity

3.1.1 The quantity of wastewater discharged into the Diep River shall be metered and recorded daily.

3.1.2 Monitoring for the quantity of wastewater shall be done at the inlet of the WWTWs.

3.1.3 Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years. Calibration certificates shall be available for inspection by the Provincial Head or his/her representative upon request.

3.2 Quality of waste and Monitoring Points

3.2.1 The quality of the waste shall be monitored by taking grab samples every week at the monitoring points described in condition 4.1.2 of Appendix II. Each sample shall be analysed according to condition 6.1 of Appendix II for the following variables as shown in

Table 4 and/or any other variable as may be required from time to time by the Provincial Head.

3.2.2 Monitoring points for quality shall be undertaken at the following monitoring points:

3.2.2.1 At the outlet of the sewage works; and

3.2.2.2 At the Diep River, upstream and downstream of the waste discharge point.

3.2.3 Both monitoring points for flow and for quality must be identified in consultation and approved by the Provincial Head.

3.2.4 The monitoring points identified shall not be changed without prior notification to and written approval by the Provincial Head.

3.2.5 The Licensee shall summarise the surface water quality data and interpretation thereof in an annual report to be submitted to the Provincial Head for the purposes of quantifying the potential impact of the Potsdam Wastewater Treatment Works.

Table 4: Variables to be analyse

Variable	unit
pH	
Electrical Conductivity (mSm)	in Ms/m
Suspended Solids (mg/l)	in mg/l
Chemical oxygen demand (COD) (mg/l)	in mg/l
Ammonia	in mg/l
Nitrate (mg/l)	in mg/l
E.coli per 100ml	per 100ml
Ortho-phosphate(mg/l)	in mg/l

3.2.6 The date, time and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis.

4. METHODS OF ANALYSIS

4.1 Analyses shall be carried out in accordance with methods prescribed by and obtainable from the South African National Standards (SANS), in terms of the Standards Act, Act 30 of 1982.

4.2 The methods of analysis shall not be changed without prior notification to and written approval by the Minister or delegated nominee.

5. REPORTING

5.1 The information required in terms of condition 3.2 of Appendix III shall be submitted monthly to the Provincial Head, under reference 27/2/G621/104/1

5.2 Information submitted must be graphically analysed to illustrate trends in the compliance of the effluent with the standards.

5.3 The occurrence of any incident which causes or may cause water pollution shall immediately be reported to the Provincial Head.

6. STORMWATER DISPOSAL

- 6.1 Stormwater leaving the Licensee's premises shall in no way be contaminated by any substance, whether such substance is a solid, liquid, vapour or gas or a combination thereof which is produced, used, stored, dumped or spilled on the premises.
- 6.2 No effluent shall be discharged into any storm water drain or furrow, whether by a positive act and/or by omission.

7. OPERATION OF THE SEWAGE PURIFICATION WORKS

- 7.1 The sewage purification works shall be supervised and controlled by a suitably qualified and experienced employee of the Licensee who shall have under his/her control an adequate number of operators who have been classified in terms of Regulation 2834 dated 27 December 1985 of the Water Act, 1956 (Act 54 of 1956) or any update thereafter in terms of section 26 of the Act, to ensure proper functioning of the works and processes at all times.
- 7.2 Suitably qualified and experienced mechanical and electrical artisans shall be available to be called in for inspection and maintenance of the works.
- 7.3 No abattoir waste such as blood or paunch content, or any other waste, which may deleteriously affect the efficient functioning of the works or final water containing waste, shall be received in the sewage purification works.

8. CONTINGENCY AND MALFUNCTIONS

- 8.1 Accurate and up-to-date records shall be kept of all system malfunctions resulting in treated water containing waste disposal not in accordance with the requirement of this licence. The records shall be available for inspection by the Provincial Head upon request. Such malfunctions shall be tabulated under the following headings with a full explanation of all the contributory circumstances:

8.1.1 Operating errors;

8.1.2 Mechanical failures (including design, installation or maintenance):

8.1.2.1 Environmental factors (e.g. floods);

8.1.2.2 Loss of supply services (e.g. failure); and

8.1.2.3 Other causes.

8.1.3 The Licensee must within 14 days, or a shorter period of time, as specified by the Provincial Head, from the occurrence or detection of any incident referred above, submit an action plan, which must include a detailed time schedule, to the satisfaction of the Provincial Head of the measures taken to:

8.1.3.1 Correct the impacts resulting from the incident

8.1.3.2 Prevent the incident from causing any further impacts and

8.1.3.3 Prevent a reoccurrence of similar incidence.

9 FENCING, NOTICES AND DRAINS

- 9.1 The sites of the sewage purification works, emergency pond system and drying beds, shall be adequately fenced to prevent entry of animals and unauthorised persons.
- 9.2 Notices manufactured of durable weatherproof material prohibiting unauthorised entry and warning against the use of water containing waste for drinking and washing purposes shall be displayed at prominent places along all fences and at entrance gates. Such notices shall be worded in the official languages applicable in the area.

- 9.3 Cut-off drains shall be provided around the sewage purification works to prevent storm-water ingress into the surrounding of the works. These drains shall be designed to contain the maximum runoff, which could be expected over a period of 24 hours with a frequency of once in every 20 years.

APPENDIX IV

Section 21(g) of the Act: Disposing of waste in a manner which may detrimentally impact on a water resource

1. QUANTITY OF WATER CONTAINING WASTE

- 1.1 This licence authorises the disposal of a maximum quantity of twenty seven million and three hundred and seventy five thousand cubic metres per annum (27 375 000m³/a) of treated wastewater from Potsdam WWTWs at a maximum rate of seventy five thousand cubic metres a day (75 000 m³/d) into the maturation ponds at the following geographical location: 33° 50' 30.00" S and 18° 31' 16.44" E.
- 1.2 The quantity of treated water containing waste authorised to be discharged in terms of this licence must not be exceeded.

2. GROUNDWATER MONITORING

- 2.1. The Licensee must develop and implement a groundwater monitoring network which must be set as an early warning system to detect any pollution caused by seepage from the activities of Potsdam WWTWs and its associated infrastructure, within six (6) months from the date of issuance of this licence. This must include hydro census on boreholes within a 1 km radius of the WWTWs, and analysis of these boreholes. This must be submitted for approval to the Provincial Head prior implementation.
- 2.2. Monitoring boreholes in the monitoring network in condition 2.1 in Appendix IV shall be clearly marked, numbered, and must be equipped with lockable caps and results to be submitted to the Provincial Operator. The Department reserves the right to sample monitoring boreholes at any time and to analyse these samples, or to have samples taken and analysed.
- 2.3. The quality of the resource must be monitored by taking samples quarterly at groundwater monitoring points as described in condition 2.1 in Appendix IV. Each sample shall be analysed for the variables and at frequencies, as shown in Table 5 in Appendix IV and/ or any other variable as may be required from time to time by the Provincial Head.

Table 5: Variables to be monitored and Monitoring Frequency

Variables	Monitoring Frequency
Sodium (mg/l)	Quarterly
Magnesium (mg/l)	Quarterly
Calcium (mg/l)	Quarterly
Chloride (mg/l)	Quarterly
Sulphate (mg/l)	Quarterly
Nitrate (mg/l)	Quarterly
Fluoride (mg/l)	Quarterly

- 2.4. The date, time and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis.
- 2.5. If groundwater pollution have occurred or may possibly occur as a result of activities authorised in this licence, the Licensee must immediately conduct necessary investigations and implement additional monitoring and rehabilitation measures which must be to the satisfaction of the Provincial Head.

3. SLUDGE MANAGEMENT

- 3.1 Solid sewage waste, for instance grit and screenings, shall be handled, stored, transported, utilized or disposed of in such a manner as not to cause any odour, flies, health hazard, secondary pollution or other nuisance.
- 3.2 Sludge emanating from the treatment process must be quantified, analysed, dealt with according to the requirements of chapter 5 of the National Environmental Management: Waste Act, 2008 (Act 59 of 2008) and the Guideline for the Utilisation and Disposal of wastewater sludge (volume 1-5), dated March 2006 and any updates thereafter, to the satisfaction of by the Provincial Head.
- 3.3 Sewage sludge or any other solid sewage waste may be alienated for utilisation or disposal thereof, only in terms of a written agreement and provided that the responsibility for complying with the requirements contained in this licence is accepted by the Licensee and such other party, jointly and separately.

4. METHODS OF ANALYSIS

- 4.1 Analyses shall be carried out in accordance with methods prescribed by and obtainable from the South African Bureau of Standards, in terms of the Standards Act, Act 30 of 1982.
- 4.2 The methods of analysis shall not be changed without prior notification to and written approval by the Provincial Head.

5. STORMWATER MANAGEMENT

- 5.1 Stormwater leaving the Licensee's premises must in no way be contaminated by any Substance, whether such substance is a solid, liquid, vapour or gas or a combination thereof which is produced, used, stored, dumped or spilled on the premises.
- 5.2 Clean stormwater must be diverted away from the irrigation dam and sludge drying beds site.
- 5.3 All stormwater that would naturally run across the pollution areas must be diverted via channels and trapezoidal drains designed to contain the 1:50 year flood.
- 5.4 Polluted stormwater system must be designed and implemented to provide suitable routing and pumping capacity for contaminated stormwater from the individual facilities to the respective stormwater dams.

6. ACCESS CONTROL

- 6.1 Strict access procedures must be followed in order to access to property.
- 6.2 Notices prohibiting unauthorised persons from entering the controlled access area as well as internationally acceptable signs indicating the risk involved in case of an unauthorised entry must be displayed along the boundary face of these areas.

7. SPECIAL CONDITIONS

- 7.1 A Licensee must submit a letter of confirmation by the Professional Engineer that the construction was done according to the report and construction drawings.
- 7.2 A Licensee must submit a copy of the process flow diagram and layout drawings of the works indicating all pipelines and drainage.
- 7.3 A Licensee must submit the final design report electronically (Electronic copy)

- 7.4 A Licensee must submit the operation and maintenance manual electronically (Electronic copy)
- 7.5 The Licensee must take all necessary precautions to prevent groundwater and surface waterpollution.
- 7.6 Maturation ponds must be lined appropriate liners to prevent leakage and possible groundwater contamination.

[END OF LICENCE]



Practitioner: Tender and Contracts

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E: A

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TENDER NO: 300C/2016/17

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN,
DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY UPGRADE AT THE POTSDAM
WASTEWATER TREATMENT PLANT

CLOSING DATE: 11 May 2017

CLOSING TIME: 10:00 AM

TENDER BOX NUMBER: 214

NOTICE TO TENDERERS NO 1

19 April 2017

Please note that the closing date 25 April 2017 for the above mentioned tender, has been extended to **11 May 2017**.

Tenderers are requested to acknowledge receipt of this notice in writing before or with the submission of tenders, facsimile acknowledgement is acceptable.

Please fax acknowledgement of receipt to email : or fax: (

Yours Faithfully

For Director: SUPPLY CHAIN MANAGEMENT

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 1 – Tender No 300C/2016/17

Signature..... Date 19 April 2017

Legal and full name of Tendering entity:



26 APRIL 2017

NOTICE TO TENDERERS NO 2.
(Pages 21)

NOTICE TO TENDERERS NO.2

TENDER NO: 300C/2016/17

BOX NUMBER: 214

CLOSING DATE: 11 May 2017

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY AT THE POTSDAM WASTEWATER TREATMENT PLANT

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender in terms of clause F3.2 of the standard conditions of tender and you will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

IMPORTANT: Tenderers are required to acknowledge this tender addendum prior to the Tender Closing Date - failure to acknowledge may constitute grounds for rejection of Tender.

Further to Invitation to Tender Number 300C/2016/17, Tenderers are advised of the following changes to the Tender Documents.

Any tender submitted will be deemed to be in accordance with those Documents amended in accordance with the following instructions:

Addendum:

1. Replacement pages to be replaced with the correct colour pages when tender documents are returned.
2. Replaces the following pages:
 - 2.1 General Tender Information
Page 1 replace with Page 1R.
 - 2.2 T1.1 Tender notice and Invitation to Tender
Page 2 replace with Page 2R.
 - 2.3 T1.2 Tender Data
Pages 5,6,7,8,9,10,11,24 replace with Pages 5R,6R,7R,8R,9R,10R,11R,24R.
 - 2.4 C1.2 Contract Data
Page 49, 67 replace with Page 49R,67R.

2.5 C2.2 Activity Schedule

Page 79 replace with Page 79R.

2.6 C3.1 Scope of Work

Pages 93,95,97,99,100,101 replace with Pages 93R,95R,97R,99R,100R,101R.

3. Total pages: 21 Including this cover page.

Please fax acknowledgement of receipt to email :

Yours Faithfully

.....
For Director: SUPPLY CHAIN MANAGEMENT

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 – Tender No 300C/2016/17

Signature..... Date 26 April 2017

Legal and full name of Tendering Entity:

.....



08 MAY 2017

NOTICE TO TENDERERS NO.3,
(Pages 26)

NOTICE TO TENDERERS NO.3

TENDER NO: 300C/2016/17

BOX NUMBER: 214

CLOSING DATE: 11 May 2017

PROVISION OF PROFESSIONAL ENGINEERING SERVICES: INVESTIGATION, PRELIMINARY DESIGN, DETAILED DESIGN AND CONTRACT SUPERVISION FOR THE CAPACITY AT THE POTSDAM WASTEWATER TREATMENT PLANT

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender in terms of clause F3.2 of the standard conditions of tender and you will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

IMPORTANT: Tenderers are required to acknowledge this tender addendum prior to the Tender Closing Date - failure to acknowledge may constitute grounds for rejection of Tender. Further to Invitation to Tender Number 300C/2016/17, Tenderers are advised of the following changes to the Tender Documents.

Any tender submitted will be deemed to be in accordance with those Documents amended in accordance with the following instructions:

Addendum:

T1.2 Tender Data

Page 6(R) and Pages 2 - 20

Remove and destroy page 6(R) as Addendum No. 2 and pages 12-20 and substitute therefor respectively attached pages 6(R1) and 12(R) - 20(R).

Page 24

Remove and destroy page 24(R) as Addendum No. 2 and substitute therefor attached page 24(R1).

C2.2 Activity Schedule

Remove and destroy pages 80-82 and substitute therefor respectively attached pages 80(R) - 82(R).

C3.1 Scope of Work

Remove and destroy pages 93(R), 95(R) and 101(R) as Addendum No. 2 and substitute therefor respectively attached pages 93(R1), 95(R1) and 101(R1)

Please email acknowledgement of receipt to email :

Yours Faithfully

.....
For Director/ SUPPLY CHAIN MANAGEMENT

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 3 – Tender No 300C/2016/17

Signature..... Date 8 MAY 2017

Legal and full name of Tendering entity:

.....