



**CITY OF CAPE TOWN
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STAD KAAPSTAD**

Making progress possible. Together.

CONTRACT AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY
SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d
CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE
REFURBISHMENT**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**ZUTARI (PTY) LTD
REGISTRATION NO: [REDACTED]**

[REDACTED]

PREAMBLE

WHEREAS Tender 340C/2018/19 was awarded to Zutari (Pty) Ltd on **07 October 2019** in line with resolution **SCMB 08/10/19**, for provision of professional engineering consultancy services: Macassar Wastewater Treatment works, 32 m³/d capacity extension and associated infrastructure refurbishment, for a period of 5 (five) years.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) ("**GCC**"), read with the Contract Specific Data ("**SCC**") annexed hereto marked "Annexure A".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **Executive Director: Water and Waste**, duly authorised hereto;
- 1.2. **Zutari (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration no:1977/003711/07, with its principal place of business situated at [REDACTED] [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as **Client Director - Water**;

each a "**Party**" and together the "**Parties**".

1. INTERPRETATION

- 1.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document

incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 1.1.1. first, the terms and conditions of the SCC;
- 1.1.2. second, the terms and conditions of the GCC;
- 1.1.3. third, Annexures and schedules to this Contract; and
- 1.1.4. fourth, any other documents incorporated by reference.

- 1.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

2. APPOINTMENT AND DURATION

- 2.1. The Employer hereby appoints the Contractor to perform the Scope of Work to the Employer from the Commencement Date.
- 2.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the Commencement Date and shall endure for a period of **5 (five) years**.

3. MUTUAL GOOD FAITH / CO-OPERATION

- 3.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 3.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

4. OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part C3: Scope of Work) annexed marked "Annexure C", subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 4.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

5. OBLIGATIONS OF THE CONTRACTOR

- 5.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work.
- 5.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 5.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 5.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 5.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

6. PRICING DATA

- 6.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "C2".
- 6.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

CITY OF CAPE TOWN
WATER AND SANITATION

C1.1 Form of Contract Agreement

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

CONTRACT NO. 340C/2018/19: PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

The Service Provider, 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 contract.

THE CONTRACT AMOUNT EXCLUSIVE OF VALUE ADDED TAX IS:

Thirty-Four Million Nine Hundred and Seven Thousand One Hundred and Eighty-Nine Rand and Thirteen

Cents (in words);

R 34 907 189.13 (in figures)

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

in Volumes 3 and 5, together with any 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 Service Provider 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 Service Provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (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 fulfil 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

For the Service Provider:

Signature(s) 11 November 2021

Name(s)

Capacity **CLIENT DIRECTOR - WATER**

(Name of organization/Service Provider)

(Address of organization/Service Provider)

Name and
signature
of witness

Date 11 November 2021

For the Employer:

Signature(s)

Name(s)

Capacity **Executive Director, Water and Waste**

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

Name and
signature
of witness

Date

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

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 Agreement,
- 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 CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 Ml/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT**

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

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

Add the following after clause 3.1

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

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

The address for receipt of communications is:

Telephone: 021 400 3620

E-mail: Michael.Killick@capetown.gov.za

Postal Address: Private Bag X98
BELLVILLE
7535

Physical Address: Cnr Mike Pienaar Boulevard and Voortrekker Road
BELLVILLE
7584

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.2

Replace Clause 3.12.2 with the following:

Where the Service Provider is in material breach of a term of the Contract (and whether or not the Employer has become entitled to the maximum penalty in 3.12.1), the Employer may terminate the Contract in terms of clause 8.4 and / or may give notice to the Service Provider that he will have the relevant Services completed in-house or by another service provider.

Add the following after 3.12.2

3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.13.1

Replace Clause 3.13.1 with the following:

Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services (except where such funds are provided only by way of fees payable for time-based work) shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, or at any other time as required by the Project Manager, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

Clause 3.15.1:

Add the following:

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

Clause 3.16.1:

Replace the words "Starting Date" with "Closing date of the tender".

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,

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

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

3.17.2 Variations in Rates of Exchange

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

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 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 R70 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions;
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Suspend the progress of the works.
- i) The issuing of an instruction to accelerate progress.
- j) Travel outside the metropolitan boundaries of the City where this is to be charged to the Employer; and
- k) Any other action that may be specified in the Contract Data.

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 five clauses after Clause 8.4.1(e):

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its Supply Chain Management Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - a. reports of poor governance and/or unethical behaviour;
 - b. association with known family of notorious individuals;
 - c. poor performance issues, known to the Employer;
 - d. negative social media reports; or
 - e. adverse assurance (e.g. due diligence) report outcomes.

Clause 8.4.1:

Add the following:

Planning for this contract is based on a five-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, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, 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 this Contract Data.

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

- accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9.1:

Add the following:

Copyright of documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the **Employer**.

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 / adjudication**.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

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: [REDACTED]

Postal Address: [REDACTED]

Physical Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

The authorised and designated representative of the Service Provider is:

Name: [REDACTED]

The address for receipt of communication is:

Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

SIGNED ON BEHALF OF SERVICE PROVIDER: [REDACTED]

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION OF A
PEDESTRIAN BRIDGE AND APPURTENANT NON-MOTORISED TRANSPORT FACILITIES IN HEIDEVELD

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/Mandatarý/Company/CC Name)

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

I, [REDACTED], representing [REDACTED] 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.

COVID 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 Century City, Cape Town on the 11 day of November 2021

Witness

Signed at **Cape Town** on the **16** day of **November** 20**21**.

Witness

Mandatory

November 2021

for and on behalf of
City of Cape Town

Part C2: Pricing Data

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C2.2 Activity Schedule	18 – 22

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 Ml/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

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 Service Provider 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 Service Provider's discretion as regards pricing the Activity Schedule (C2.2), 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 Service Providers some idea of industry norms against which they may compare their rates, sums, and/or prices as applicable.

The Service Providers attention is particularly drawn to MFMA Circular No. 82, issued by the National Treasury on 30 March 2016, which states that consultants, including construction and infrastructure related services, must only be remunerated at the rates equal to or below those prescribed by the body regulating the profession of the consultant.

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.

4. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
5. The rates, sums, and prices (excluding VAT) 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. **No unauthorized amendment shall be made to the Activity Schedule or any part of the Pricing Data. If such amendment is made, or if the Activity Schedules are not properly completed, the tender may be rendered 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	25
4. Documentation and Procurement	15
5. Contract Administration and Inspection	25
6. Close-Out	5

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), Service Providers 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 professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
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. Service Providers 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.
17. 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.
18. 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.
19. The per kilometer 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 R3.61/km (excluding VAT).
20. **Service Providers are to note that the planning for this contract is based on a five-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.**

The Employer shall conduct periodic reviews of the Contract, at least, once every 3 (three) years in accordance with section 116(1)(b) of the MFMA.
21. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
22. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Assessment Practitioner (EAP), the cost thereof must be included in the fee tendered for this aspect of the project.
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 fee for this aspect of the project.
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.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Service Provider 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. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

C2.2 Activity Schedule

NORMAL SERVICES

Item No 1 : Normal Services

Item No.	Activity Description	Hours	Hourly Rate		Amount	
1.1	Provide hourly rates for the following resources.					
	- Project leader	3300	1 030	00	3 399 000	00
	- Project Co-ordinator	3400	985	00	3 349 000	00
	- Process Engineer	1800	325	00	585 000	00
	- Lead Mechanical Engineer	2700	815	00	2 200 500	00
	- Lead Civil/Structural Engineer	1800	850	00	1 530 000	00
	- Lead Electrical Engineer	3200	780	00	2 496 000	00
	- Civil/Mechanical/Electrical Designer	3000	740	00	2 220 000	00
	- CAD Operator	1100	410	00	451 000	00
	TOTAL OF ITEM No 1.1 TO SUMMARY				16 230 500	

ADDITIONAL SERVICES

Item No 2 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate		Amount R c	
2.1	Additional Services pertaining to all stages of the Project.	Sum	-	-			
2.1.1	Applying for wayleave conditions and approvals from all services authorities	Sum	-	-			
2.1.2	Services related to targeted procurement	Sum	-	-			
2.2	Attending all meetings as required in 14.6 in C3.1	Sum	-				
2.3	Topographical Site Survey	Sum	-	-		350 000	00
2.4	Geotechnical Site Investigation	Sum	-	-		500 000	00
2.5	Provide a level 3 construction monitoring service as described in the Scope of Work. This rate makes provision for a staff compliment of a minimum of 3.	Month	36	250 000.00		9 000 000	00
2.6	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014	Month	36	1 250	00	45 000	00
2.7	Provide an Environmental Assessment Practitioner (EAP) as described in the Scope of Work	Month	36	1 250	00	45 000	00
	TOTAL OF ITEM No 2 TO SUMMARY					9 940 000	00

Item No 3 : Architectural Services

3.1: Provision for Time-Based Architectural Services

Item No.	Activity Description	Unit	Quantity	Rate		Amount R c	
3.1	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	hr	2000	0	00	0	00
	- Salaried staff: Associates and Managers	hr	800	0	00	0	00
	- Salaried staff: with direct responsibility for activities related to the project	hr	800	0	00	0	00
	- Salaried staff: performing work related to the project under direction and control	hr	800	0	00	0	00
TOTAL OF ITEM No 3.0 TO SUMMARY						0	00

Item No 4 : Landscape Architectural Services

4.1: Provision for Time-Based Landscape Architectural Services

Item No.	Activity Description	Unit	Quantity	Rate		Amount R c	
4.1	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	0	00	0	00
	- Principal: < 10 years' experience	hr	500	0	00	0	00
	- Associates and Managers.	hr	500	0	00	0	00
	- Staff with direct responsibility for activities related to the project.	hr	300	0	00	0	00
	- Other staff performing work under direction and control of one of the above.	hr	300	0	00	0	00
TOTAL OF ITEM No 4.0 TO SUMMARY						0	00

Item No 5: Recoverable Expenses (Disbursements)

Item No.	Description	Unit	Quantity	Rate		Amount R c	
5.1	Recoverable expenses in respect of printing/copying as specified below:						
	Printing: size A0,	No.	1000	0	00	0	00
	Printing: size A1,	No.	1000	0	00	0	00
	Printing: size A2,	No.	1000	0	00	0	00
	Printing/copying: size A4 (reports and tender documents only),	No.	60 000	0	35	21 000	00
	Compilation and binding of reports/tender documents, books of drawings.	No.	100	11	00	1 100	00
	Electronic Data provided on Compact Disks	No.	50	45	00	2 250	00
5.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	-	200 000	00
5.3.1	Other costs not covered in the Activity Schedule for the completion of Scope of Works.	Sum	-			0	00
TOTAL OF ITEM No 5 TO SUMMARY						224 350	00

CITY OF CAPE TOWN

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SUMMARY OF ACTIVITY SCHEDULE MACASSAR WASTEWATER TREATMENT WORKS/

A: TOTAL OF ITEM No 1	R 16 230 300.20
B: TOTAL OF ITEM No 2	R 9 940 000.00
C: TOTAL OF ITEM No 3	R 0.00
D: TOTAL OF ITEM No 4	R 0.00
E: TOTAL OF ITEM No 5	R 224 350.00
F: SUB-TOTAL (ITEMS 1 TO 5)	R 26 394 850.00

G 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 3 959 227.50

H TOTAL INCLUDING CONTINGENCIES (F + G)

R 30 354 077.50

I VALUE ADDED TAX

ADD: VAT at the rate of 15% of H above

R 4 553 111.63

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

R 34 907 189.13

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. 340C/2018/19: **PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 18 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT** 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 SERVICE PROVIDER: 

Part C3: Scope of Work

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CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 Ml/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

C3.1 Scope of Work

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1. INTRODUCTION

The Macassar Wastewater Treatment Works (WWTW) is owned and operated by the City of Cape Town. The capacity of the existing Works is approximately 30Ml/day and the average daily influent (ADWF) for the period July 2011 to June 2014, 30.26 Ml/day. The Works is not hydraulically overloaded, however it performs poorly with regards ammonia and orthophosphate compliance. The treatment processes comprise two activated sludge process modules (ASP) with an optimal capacity totalling 54 Ml/d ADWF based on modelling work undertaken more than 15 years ago. However, at present the treatment capacity is limited by the aeration capacity in the reactors. The upgrading of the aeration capacity could restore the treatment capacity to 48 Ml/d ADWF.

The catchment areas currently served by the Macassar WWTW include the areas of Somerset West, Strand, part of Gordons Bay, Helderberg, Macassar and the area drained by the BlackMac sewer. Following an Environmental Impact Assessment process, authority was granted on 7 July 2016 by the Department of Environmental Affairs and Development Planning (DEADP) for the upgrading of the Works to an extended treatment capacity of 80Ml/d ADWF.

The purpose of this tender is to appoint consulting engineers for the design and supervision of the capacity increase of the Macassar WWTW by an additional 32 Ml/d, inclusive of other work such as all hydraulic modification requirements, a new inlet works and the extension of the sludge handling facilities. In addition to the above, the successful Professional Service Provider is required to design and supervise the refurbishment /rehabilitation of existing infrastructure.

The successful Professional Service Provider shall take into account that proposals may need to be implemented in a phased approach. Such a phased approach allows the City to stagger budget provision, monitor improvements and prioritise requirements. It also facilitates compliance with the Municipal Finance Management Act (MFMA), which limits contracts to three years (unless a special process is followed).

A Professional Service Provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract 340C/2018/19, **PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

As the contract period 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. The Start Date of the Contract is expected to be within 6 (six) months of the tender closing date.

2. BACKGROUND

The Macassar Wastewater Treatment Works (WWTW) is located on the False Bay coast at Macassar. The site is bound to the south by the sea and the Macassar beach complexes to the south west. On the east the site is bound by the Eerste river. There is no development to the north and west. The nearest residential development is the Macassar residential township a distance of some 1km from the works. To access the Macassar Wastewater Treatment Works you need to travel 2km south along Exit 32 on the N2 freeway, Cape Town

There has been increased developmental pressure in the catchment area of the Works in recent years necessitating an additional capacity extension of 32M³/d. The spatial constraints on site dictate that the next extension can be an Activated Sludge Process (ASP) plant as the footprint would fit in the available area on site.

However, once the BlackMac sewer is reinstated and the Macassar Pump station refurbished, flow shall be diverted to Macassar to utilise its spare treatment capacity available. In 2009, an investigation was undertaken to assess the options for reconnecting the capped portion of the BlackMac to divert the flow of approximately 8M³/day away from the Zandvliet WWTP back to the Macassar WWTP.

3. EMPLOYERS OBJECTIVE

The primary objective of this tender is to appoint engineering consultants to provide the professional service in order to achieve the following objectives:

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 Macassar 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 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 32M³/day design capacity expansion of the Macassar Wastewater Treatment Plant.

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

The primary objective of this tender is to appoint engineering consultants to provide the professional service in order to achieve the following objectives, but not limited to:

- Assess the designs of the existing infrastructure and provide recommendations on the improvements. Design 2x16 Ml/d ASP bioreactor units. The new ASP must be integrated with the existing Works.
- Design of new clarifiers.
- Design a new Inlet Works of approximately 80Ml/d ADWF capacity to serve the existing works and the newly designed ASP plant.
- Design a new sludge handling facility or improvements to the existing sludge handling facility as required. Total sludge handling capacity to be capable of handling 80Ml/d ADWF.
- Design of a new sludge hopper with sufficient capacity to ensure the operational needs on site are fully met.
- Design a chemical dosing facility for purpose of phosphorus removal for the existing and extended plant.
- Design an upgraded chlorination facility and a chlorine contact tank within the maturation pond with capacity large enough to ensure an optimal contact time. As per approved EIA.
- Design of a new/upgraded outlet pipe from the maturation ponds into the Eerste River.
- Design an enclosed bunded storage area for the storage of hazardous substances.
- Design a SCADA system for the new works and incorporate it into a new centralized SCADA system which incorporates the controls for the entire plant.
- Design modifications to existing services, as necessary.
- Design a permanent Odour Control System where required i.e. Inlet Works, Screw Pump stations, Sludge Handling facility etc.
- Design of electrical infrastructure, inclusive of an infeed substation, a new underground medium voltage cable and a new motor control centre building to house a stand-by generator, transformer and switchgear.
- Design improvements to the existing process bottlenecks where required.
- Design hydraulic improvements to any bottlenecks.
- Design a bypass system for the maturation ponds. Investigate pond arrangement and flow.
- Design associated roads, drainage, structures, electrical controls, and interface connections. New access road and boundary fence to the existing site.
- Design a new office, employee change room, dining room, stores, small onsite laboratory to meet the operational requirements.
- Prepare drawings, specifications and tender documents for the project.
- Evaluation of the Tenders and any Alternatives in terms of lifecycle costs.
- Administer, project manage and supervise the construction of the project.
- Administer the provisions of the EIA and the OHS Act.
- 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
- Online effluent analysis.

It is the objective of the City of Cape Town to reuse the effluent from the Works treatment process.

Biological Reactor

The Employer requires that a 32 Ml/d ASP plant be constructed to incorporate Biological Excess Phosphorous Removal (BEPR), especially in view of the stringent phosphorus standard imposed by the Department of Water and Sanitation. This shall include diffused aeration and activated sludge recycle facilities, a blower house and motor control centre.

Waste Activated Sludge & Dewatering

The capacity of the existing dewatering facility needs to be investigated to advise on the requirements to dewater sludge to cater for the sludge for a wastewater treatment capacity up to 80 Ml/day.

The waste activated sludge from the 32 Ml/d ASP will be pumped to the existing sludge holding tank. From there the sludge will then be pumped to the existing dewatering facility.

Inlet Works: Automatic Screens

On the proposed wastewater supply inlet line to the new ASP and existing works, of appropriately sized screens shall be installed (two duty and one standby).

Access Roads & Stormwater Drainage

Appropriate access roads and stormwater drainage will be required to the new plant.

Chlorination Facilities:

Design a new or improvements to the existing chlorination facilities to ensure that the optimum chlorine contact time for the entire installation.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Engineering Services

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 151 of 2014), as amended or amplified upon in the project brief below.

For pricing purposes, the basic hourly rate tendered (item No. 1.1 in Part C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

4.1.3 Additional Services

- (a) 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 preferential procurement and targeted participation.
- (b) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.
- (c) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 as described in Clause 3.3.3 of the aforementioned Guideline in Clause 4.1.1 above.
- (d) The provision of an Environmental Assessment Practitioner Officer (EAP) as described in this project brief below.
- (e) Geological site survey
- (f) Topographical Site survey

4.2 Architectural Services

The provision of architectural input (primarily around the aesthetics of the bridge structure) 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.



The engineering component of the construction cost shall include a pro rata portion of the preliminary items, plus all other construction costs, excluding items for street furniture (typically bollards, benches, tree surrounds built into paving, and tree cages) irrigation (including trenching and ducts) and soft landscaping (plants and planting medium).

The landscape architectural component of the construction cost shall include a pro rata portion of the preliminary items, plus all items in respect of street furniture, irrigation, soft landscaping and paved pedestrian areas (the paving (surface) layer only, excluding edge restraints).

The only overlap permitted between the engineering component and landscape architectural component will be with respect to the paving layer of paved pedestrian areas. Preliminary items will be pro-rated according to the construction cost of each component (excluding the preliminary items). Retaining walls are regarded as forming part of the engineering component.

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.

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 Macassar Wastewater Treatment Works is located in a developed and environmentally sensitive area. Extreme care should be exercised at all times to ensure that no incidents occur that will have a detrimental effect on the environment.

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 Works.

7. BRIEF

7.1 Terms of Reference

The purpose of this contract is to procure the professional engineering consultancy services necessary to implement the Employer's objective of improving the inlet works and providing an additional 32ML/d ASP facility at Macassar WWTW. The Service Provider shall collect all data relevant to the project, identify limitations, investigate options for the proposed improvements, identify mechanical, electrical and civil works interface requirements, produce concept designs and compile a Design and Planning Report. This report shall include specific details of the preferred option, information on electrical and mechanical requirements, modifications to services, cost estimates and a project implementation programme. At the end of the contractor's Defects Notification Period, the Professional Service Provider shall be required to produce a final close out report which shall include the final "as-built" design report.

Cognisance must be taken of the requirement to maintain the existing 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 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 and programming 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 as well as Topographical site survey and geotechnical site investigations.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 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 Engineering Services

7.2.1.1 Planning, Studies, Investigations and Assessments

The Service Provider shall inspect the site to familiarize him/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) is going to have to be executed.

7.2.1.2 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 4.1.1 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.

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.

Stage 3 - Design Development (Detail Design)

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

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

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

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 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.

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 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 going out to tender. 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 **four (4) weeks** prior to tenders being advertised. 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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed Works is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 7.2.1.3 below.

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.

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 technical 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, shall 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, including issues arising from appeals, if any. 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 assist in responding to any queries raised by the BAC.

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

Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (the architect and landscape architect) as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

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.

The Service Provider shall not issue any variations, unless approved by the Employer.

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.

7.2.13 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:
 - (i) 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 an experienced individual (the Engineer's Representative) on site. For this reason it is specified at 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 individual(s) proposed are concerned, the Engineer's Representative shall be a Professional Engineer with at least 10 years verifiable post graduate experience in construction monitoring and site supervision of contract work with a civil and mechanical interface, including a minimum of at least two contracts which have involved Wastewater Treatment Plants. The proposed construction monitoring staff will be constituted of one(1) Category C and two (2) Category D staff.

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

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.

7.2.2 Architectural Services

The Architectural service required is in respect of the input into the concept and viability and design development stages of the project, primarily around architectural input into Wastewater Treatment or similar industrial project. The architect shall provide advice on, inter alia, space provision and planning relationships, structural form, materials and lighting, and shall also develop computer generated montages and/or 3D impressions for submission to, and consideration by, the Employer.

7.2.3 Landscape Architectural Service

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.

Stage 1 – Inception

The services required will include establishing the requirements and preferences of the Employer as well as user needs and options, as far as the landscaping component of Wastewater Treatment Works or similar projects.

Stage 2 - Concept and Viability (Preliminary Design)

The landscape architect shall prepare and finalise the project concept, including the preparation, for consideration and approval by the Employer, of sketch plans and perspectives indicating overall design concepts, as well as cost estimates, in respect of both the hard and soft landscaping components of the Macassar Wastewater Treatment Works facilities.

Stage 3 - Design Development (Detail Design)

The landscape architect shall in conjunction with the engineering design, develop the approved concept into a full landscaping design including, but not limited to:

- (a) Planting layout/s, detailing the location and types of plants.
- (b) Irrigation layout and design, including the positioning of any ducts required.
- (c) Paving layout/s.
- (d) Plant surrounds.
- (e) Tree cages (or stays).
- (f) Seating structures
- (g) Bollards (if required).

The landscape architect shall source and provide any samples as may be necessary for the Employer to approve the final design.

The end product required is a set of plans/drawings and specifications that will be incorporated into the contract documentation for construction purposes, as well as a final cost estimate.

Stage 4 – Documentation and Procurement

Aside from plans and drawings showing details of the hard and soft landscaping, The landscape architect shall develop a full specification in respect of same, including maintenance requirements both during and post construction (in the defects liability period).

The landscape architects shall provide comment, as appropriate, on the suitability of the landscaping and irrigation sub-contractors, or of alternatives proposed, as part of the tender evaluation process.

Stage 5 – Contract Administration and Inspection

The landscape architect shall, insofar as the landscaping component of the construction contract is concerned, carry out any or all (as necessary) of the services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

The landscape architect may only issue instructions to the construction contractor through the Engineer as defined in the construction contract.

Periodic inspections during the course of the maintenance period will be required in order to ensure the contractor is fulfilling his landscaping maintenance obligations, the cost of which must be included in the landscape architects tendered fee.

The Service Provider shall not issue **ANY** variations that is not approved by the Employer.

Stage 6 – Close-Out

There are no particular requirements over and above those services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

7.3 Time Frames/Milestones

It is anticipated that this appointment will be made around June/July 2019. Consequently, in terms of the Municipal Finance Management Act, this appointment will be subject to a successful completion of the Section 33 process in terms of the MFMA. This process could typically take a period of 90 days, inclusive of Council approval.

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

- The time for completion of the preparation of acceptable, compliant tender documents and working drawings for the mechanical/electrical and civil contracts is 12 months after the appointment of the Service Provider in order to meet the Bid Specification Committee (BSC) meeting deadline as set by the Employer.

Failing to meet this milestone will result in a Penalty of R15 000 per day up to a maximum of 10% of the Service Provider fees.

- The time for completion to evaluate all valid tenders will be six (6) weeks after receipt of tenders received. The Service Provider will be expected to prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC) in this six (6) weeks period.

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 fees.

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

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

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 six (6) weeks of tenders for the construction works having been received by the Service Provider.

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

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

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

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.

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 that of his/her sub-consultants in the design and compilation of 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 the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

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

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

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

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

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

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

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

11.3 Forms for contract administration

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

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

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

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

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule In Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with Item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

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:

- **Project Leader** who is a qualified and registered as a Civil Engineer (Pr Eng) with the Engineering Council of South Africa (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 three years, also have acted as the "Engineer" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2015,. 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.
- **Process Design Engineer** who is a qualified and registered with the Engineering Council of South Africa (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.
- **Lead Mechanical Engineer** who is a qualified and registered with the Engineering Council of South Africa (ECSA), who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering.
- **Lead Civil Engineer** who is qualified and registered with the Engineering Council of South Africa (ECSA), who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants.
- **Lead Electrical Engineer** who is a qualified and registered as a Professional Engineer with the Engineering Council of South Africa (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.

Key personnel shall be allocated to this project in terms of the requirements detailed in Part F.2.1.4 of this document.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of the 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 Steering Committee Meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. This Steering Committee will be chaired by a senior member of the Wastewater Department and the aims will be to provide effective planning, design and cost effectiveness through communication, pre-emptive thinking and preparedness. The Service Provider will be required to feedback to the Steering Committee on issues of design, contract administration, budget, programmes, environmental issues and occupational health and safety. The Service Provider shall have adequate representation at these meetings from the civil, mechanical, electrical, health and safety and environmental disciplines. The Service Provider's Project Manager shall attend these meetings and shall co-ordinate all relevant actions there from, together with arranging minute taking and distribution, presentations, etc.

14.2 Community/Stakeholder Meetings

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

14.3 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 assist to present the contract document and tender evaluation report to the Employer..

14.4 Site/Technical Meetings

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

14.5 Ad-hoc Meetings

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

14.6 General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered fee (Item No. 2.2 in 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. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

C3.2 Annexes

ANNEX 1:	SCHEDULE OF DEVIATIONS
ANNEX 2:	SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE
ANNEX 3:	SCHEDULE 11: KEY PERSONNEL
ANNEX 4:	SCHEDULE 12: SUPPORT RESOURCES
ANNEX 5:	SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)
ANNEX 6:	SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY SERVICE PROVIDER
ANNEX 7:	SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017) AND ITS TRANSITIONAL MEASURES [Extracted from tender submission]
ANNEX 8:	B-BBEE SUB-CONTRACT EXPENDITURE REPORT

ANNEX 1

SCHEDULE OF DEVIATIONS

SCHEDULE OF DEVIATIONS

Notes:

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

- 1 Subject Notice to Service Providers No. 1 issued 6 May 2019, Notice to Service Providers No. 2, issued 21 May 2019

Details As per attached copies

- 2 Subject City of Cape Town's Notification Letter dated 15 October 2020 [REDACTED]

Details As per attached copy

- 3 Subject City of Cape Town's letter dated 11 November 2019 notifying [REDACTED] of Appeals

Details As per attached copy

- 4 Subject City of Cape Town's letter dated 19 December 2019 notifying [REDACTED] of outcome of Appeals and that the award is subject to the conclusion of a Section 33 MFMA process

Details As per attached copy

By the duly authorised representatives signing this agreement, the employer and the Service Provider 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 Service Provider 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 Service Provider 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
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TENDER NOTICE

TENDER NO: 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES FOR
MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION
AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT



Kindly acknowledge receipt of this Addendum by e-mail using the enclosed Acknowledgement Receipt.

Yours faithfully



For: Basil Chinasamy
Director Supply Chain Management

Tenderer:

Signed by (Tenderer).....

On this..... Day of.....2019.



BOX NUMBER: 123

CLOSING DATE: 24 May 2019 at 10:00

**TENDER NO. 340C/2018/19 PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES:
MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED
INFRASTRUCTURE REFURBISHMENT**

The following Addendum is issued in terms of Clause F.3.2 of the Standard Conditions of Tender and in accordance with Clause F.1.4 in T1.2 Tender Data.

ADDENDUM NO. 2

T1.2 Tender Data

Pages 9-12

Remove and destroy pages 9 - 12 and substitute therefor respectively attached pages 9(R) – 12(R).

- Note: 1) The Project Co-ordinator can also be one of the key personnel or sub-criteria number 1.2(a), (b) or (c) on the table on page 11.
- 2) The Resident Engineer/s can also be one of the persons listed under key personnel or sub-criteria number 1.2(a), (b) or (c) on the table on page 11.

All other positions to have different persons allocated to each position.

Page 17

Remove and destroy page 17 and substitute therefor attached page 17(R).

Page 67

Remove and destroy page 67 and substitute therefor attached page 67(R).

Page 82

Remove and destroy page 82 and substitute therefor attached page 82(R).

C3.1 Scope of Work

Pages 96 and 107

Remove and destroy pages 96 and 107 and substitute therefor respectively attached pages 96(R) and 107(R).



• **Process Design Engineer** who is a qualified and registered with the Engineering Council of South Africa (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. PrEng, PrTech or PrTechnl will be acceptable.

• **Lead Mechanical Engineer** who is a qualified and registered with the Engineering Council of South Africa (ECSA), who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering. PrEng, PrTech or PrTechnl will be acceptable.

• **Lead Civil Engineer** who is qualified and registered with the Engineering Council of South Africa (ECSA), who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants. PrEng, PrTech or PrTechnl will be acceptable.

• **Lead Electrical Engineer** who is a qualified and registered as a Professional Engineer With the Engineering Council of South Africa (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.

Where required, the professional registration numbers of the key personnel must be indicated on Schedule 11: Key Personnel, Part T2.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

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

F.2.1.4.3 Support resources

In order to be declared responsive the Project Leader must have access to, and familiarity with, software packages that are relevant to this project i.e. Substation MV design, Substation LV design, Harmonic Analysis, Wastewater Treatment software and Structural Design. Details of the software packages that will be used must be indicated on Schedule 12, Part T2.2: Returnable Schedules. Support Resources, Part T2.2: Returnable Schedules.

F.2.1.4.4 Professional Indemnity Insurance

In order to be declared responsive, the tenderer must hold valid Professional Indemnity (PI) Insurance providing cover in an amount of not less than R70 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 13.

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.2.1.4.6 Minimum score for quality

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

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

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Tender
Part T1: Tendering procedures
Reference No. 340C/2018/19

T1.2
Tender Data



Table	Description of quality criteria	Maximum possible score
1	Qualifications of personnel assigned	180
2	Track record of Tenderer	27
3	Proposed work plan	20
4	Expertise of personnel assigned	27
5	ISO 9001 : 2008 Certification	3
	Maximum possible score	297

The minimum score for quality is 207. Tenderers that fail to achieve the minimum score for quality will be declared as non-responsive.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3: Certificate of Authority for Joint Ventures).

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

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

Qualifications of personnel assigned

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. Up to 180 score points will be awarded for this aspect of the tender submission.

Sub-Criteria Number	Position	Qualification		Professional accreditation		Relevant experience		Maximum Points Available
		Type	Points	Type	Points	Years	Points	
1.1	Project Coordinator	4yr Eng deg + Masters degree	10	ECSA Pr Eng	2	>15	20	32
						>10	16	
		4yr Eng degree or BTech	8	ECSA Pr Eng/ Pr Tech	2	>15	18	28
						>10	14	
		3yr Eng diploma	6	ECSA Pr Techni	1	>15	12	19
						>10	8	

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Tender
Part T1: Tendering procedures
Reference No. 346C/2018/19

T1.2
Tender Data

Sub-Criteria Number	Position	Qualification		Professional accreditation		Relevant experience		Maximum Points available
		Type	Points	Type	Points	Years	Points	
1.2 (a)	Civil Engineer Design (Not Lead)	4yr Eng deg+ Masters degree	10	ECSA Pr Eng	2	>15	16	28
						>10	12	
		4yr Eng degree or BTech	8	ECSA Pr Eng/ Pr Tech	2	>8	14	24
						>5	10	
		3yr Eng diploma	6	ECSA Pr Techni	1	>8	12	19
						>5	8	
								28
								24
								19
								28
								24
								19
								30
								24
								15
								17
								15

T1.2
Data



Sub-Criteria Number	Position	Qualification		Professional accreditation		Relevant experience		Maximum Points available
		Type	Points	Type	Points	Years	Points	
1.5	Professional Construction Health and Safety Agent	National Diploma in Safety Management	6	PrCHSA	1	>5	10	17
						>3	5	
		B-tech in Safety Management	6	Pr CHSA	1	>5	10	
						>3	5	
		B.Com Operational Risk	6	Pr CHSA	1	>5	10	17
						>3	5	
								17

ve successfully
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ter than 220m



F.2.17 Clarification of tender offer after submission
Add the following to F.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

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 at the end of the first paragraph:
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 signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

Add the following after F.2.18.2:
F.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

F.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to the Schedule 25: Information to be provided with the Tender in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.6 Management in the Scope of Work.

F.2.23 Certificates
Add the following after the first sentence:
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 Supplier Management / Registration 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.

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER
TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

The tenderer shall append the following to this Schedule:

- a. Company organogram
- b. Cash flow forecast
- c. Health and Safety Plan

Tender
Part T2: Returnable Documents
Reference No. 340C/2018/19

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T2.2
Returnable Schedules



CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER
TREATMENT WORKS, 32 MGD CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

C1.4 Insurance Broker's Warranty

Not applicable to this Tender.

Contract
Part C2: Pricing Data
Reference No. 340C/2018/19

82(R)

C1.4
Insurance Broker's Warranty



Access Roads & Stormwater Drainage

Appropriate access roads and stormwater drainage will be required to the new plant.

Chlorination Facilities:

Design a new or improvements to the existing chlorination facilities to ensure that the optimum chlorine contact time for the entire installation.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Engineering Services

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 151 of 2014), as amended or amplified upon in the project brief below.

For pricing purposes, the basic hourly rate tendered (item No. 1.1 in Part C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

4.1.3 Additional Services

(a) 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 preferential procurement and targeted participation.

(b) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

(c) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 85 of 1983 and the Construction Regulations, 2014 as described in Clause 3.3.3 of the aforementioned Guideline in Clause 4.1.1 above.

(d) The provision of an Environmental Assessment Practitioner Officer (EAP) as described in this project brief below.

(e) Geological site survey

(f) Topographical Site survey

4.2 Architectural Services

The provision of architectural input (primarily around the aesthetics of the industrial buildings) 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

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Contract
Part C3: Scope of Work
Reference No. 340C/2018/19

C3.1
Scope of Work



In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the Preference Schedule Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

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:

- **Project Leader** who is a qualified and registered as a Civil Engineer (Pr Eng) with the Engineering Council of South Africa (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 three years, also have acted as the "Engineer" in terms of the General Conditions of Contract for Construction Works, 1st Edition 2016. 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.
- **Process Design Engineer** who is a qualified and registered with the Engineering Council of South Africa (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. PrEng, PrTech or PrTechni will be acceptable.
- **Lead Mechanical Engineer** who is a qualified and registered with the Engineering Council of South Africa (ECSA), who has a minimum of 10 (ten) years verifiable post graduate experience in wastewater treatment engineering. PrEng, PrTech or PrTechni will be acceptable.
- **Lead Civil Engineer** who is qualified and registered with the Engineering Council of South Africa (ECSA), who has at least 10 (ten) years verifiable post graduate experience in the analyses and design of Wastewater Treatment Plants. PrEng, PrTech or PrTechni will be acceptable.
- **Lead Electrical Engineer** who is a qualified and registered as a Professional Engineer with the Engineering Council of South Africa (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.

Key personnel shall be allocated to this project in terms of the requirements detailed in Part F.2.1.4 of this document.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of the 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.



CITY OF CAPE TOWN
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FINANCE
SUPPLY CHAIN MANAGEMENT

Samantha Lee Mars
SPO: Supply Chain Management

T: 021 400 9240
E: SamanthaLee.Mars@capetown.gov.za

15 October 2019

The Manager



Email: [Redacted]

Attention: [Redacted]

Dear Sir/Madam

Tender Number: 340C/2017/18

DESCRIPTION: PROVISION OF PROFESSIONAL CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REPURBISHMENT

The Supply Chain Management Bid Adjudication Committee of the City of Cape Town, on the 07 October 2019, considered your offer for the abovementioned tender. I have the pleasure of advising you that your offer be accepted for a period not exceeding five (5) years from date of comment in the amount of [Redacted] (Excl. VAT) as follows;

Item No 1 : NORMAL SERVICES

Item No.	Activity Description	Unit	Hourly Rate (Excl. VAT) R	
1.1	Project Leader	Hour	[Redacted]	00
	Project Co-ordinator	Hour	[Redacted]	00
	Process Engineer	Hour	[Redacted]	00
	Lead Mechanical Engineer	Hour	[Redacted]	00
	Lead Civil/Structural Engineer	Hour	[Redacted]	00
	Lead Electrical Engineer	Hour	[Redacted]	00
	Civil/Mechanical/Electrical Designer	Hour	[Redacted]	00
	CAD Operator	Hour	[Redacted]	00



Item No 2 : ADDITIONAL SERVICES

Item No.	Activity Description	Unit	Unit Rate (excl. VAT) R	
2.1	Additional Services pertaining to all stages of the Project.	Sum	0	00
2.1.1	Applying for wayleave conditions and approvals from all services authorities	Sum	0	00
2.1.2	Services related to targeted procurement	Sum	0	00
2.2	Attending all meetings as required in 14.6 in C3.1	Sum	0	00
2.3	Topographical Site Survey	Sum		00
2.4	Geotechnical Site Investigation	Sum		00
2.5	Provide a level 3 construction monitoring service as described in the Scope of Work. This rate makes provision for a staff complement of a minimum of 3.	Month		00
2.6	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014	Month		00
2.7	Provide an Environmental Assessment Practitioner (EAP) as described in the Scope of Work	Month		00

Item No 3 : Architectural Services

3.1: Provision for Time-Based Architectural Services

Item No.	Activity Description	Unit	Rate (excl.VAT) R	
3.1	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	hr	0	00
	Salaried staff: Associates and Managers	hr	0	00
	Salaried staff: with direct responsibility for activities related to the project	hr	0	00
	Salaried staff: performing work related to the project under direction and control	hr	0	00

Item No 4 : Landscape Architectural Services

Provision for Time-Based Landscape Architectural Services

Item No.	Activity Description	Unit	Rate (excl.VAT) R	
4.1	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	0	00
	- Principal: < 10 years experience	hr	0	00
	- Associates and Managers.	hr	0	00
	- Staff with direct responsibility for activities related to the project.	hr	0	00
	- Other staff performing work under direction and control of one of the above.	hr	0	00



CITY OF CAPE TOWN
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STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Samantha Lee Mars
SPO: Tenders and Contracts

T: 021 400 9240
E: SamanthaLee.Mars@capetown.gov.za

11 November 2019

The Manager



Email: [Redacted]

Attention: [Redacted]

Tender Number: 340C/2018/19

DESCRIPTION: PROVISION OF PROFESSIONAL CONSULTANCY SERVICES: MACASSAR WASTEWATER
TREATMENT WORKS, 32 ME/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

I refer to my letter dated 15 October 2019

I wish to inform you that I have been informed by the City's Appeals Unit that there has been appeals lodged against the award of this tender and is in the process of being resolved.

You will be duly advised of the outcome of the appeals and the commencement date of the contract should the appeal be dismissed.

Requests for further information may be submitted to the Director: Supply Chain Management P O Box 655, Cape Town, 8001

Yours faithfully,



For: Basil Chinasamy
Director: Supply Chain Management

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

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CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Samantha Lee Mars
SPO: Tenders and Contracts

T: 021 400 9240
E: SamanthaLee.Mars@capetown.gov.za

19 December 2019

The Manager



Email:

Attention:

Dear Sir/Madam

Tender Number: 340C/2018/19

Description: Provision of Professional Engineering Consultancy Services: Macassar Wastewater Treatment Works, 32Ml/d Capacity Extension and Associated Infrastructure Refurbishment

Our previous correspondence on 11 November 2019 refers. You are hereby advised that the Appeal which was raised in terms of Section 62 of the Local Government: Municipal Systems Act 32 of 2000, against the award of this tender, has been concluded. The Appeal Authority has dismissed the Appeal and confirmed the decision of the SCMBAC. The contract will be for a period not exceeding five (5) years from date of commencement of contract, subject to the conclusion of a Section 33 of the MFMA process and Council adopting a resolution in 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.

You will in due course be contacted by the relevant Project Manager: , Wastewater Department, regarding the commencement of the contract which will be after the Section 33 MFMA process has been concluded.

Requests for further information may be submitted to the Director: Supply Chain Management, PO Box 655, Cape Town, 8001.

Yours faithfully,



For: Busi Chinasamy
Director: Supply Chain Management

CIVIC CENTRE IZIKO LOJUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
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ANNEX 2

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

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:	[REDACTED]
Section 2: VAT registration number, if any:	[REDACTED]
Section 2a: National Treasury Central Supplier Database registration number :	[REDACTED]
Section 2b: SARS Tax Compliance Status PIN :	[REDACTED]
Section 3: cldb registration number, if any:	[REDACTED]
Section 4: Particulars of sole proprietors and partners in partnerships	
<u>NOT APPLICABLE</u>	
* 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:	[REDACTED]
Close corporation number	[REDACTED]
Tax reference number	[REDACTED]
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:	
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;	
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;	
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;	
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Service Providers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and	
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.	

SIGNED ON BEHALF OF SERVICE PROVIDER:

ANNEX 3

SCHEDULE 11: KEY PERSONNEL

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 11: KEY PERSONNEL

The Service Provider shall insert in the spaces provided below details of the key personnel required to be in the employment of the Service Provider or a specialist consultant/firm, in order for the Service Provider to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

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

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

LEAD MECHANICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	ACCREDITATION (SANRAL OR COCT)

LEAD CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

LEAD ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF SERVICE PROVIDER:

ANNEX 4

SCHEDULE 12: SUPPORT RESOURCES

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 12: SUPPORT RESOURCES

The Service Provider shall state below what software packages are available for use on this project and whether or not they are currently owned/licenced by the Service Provider, or are available through other means.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
PLEASE REFER TO ENCLOSED BINDER		

SIGNED ON BEHALF OF SERVICE PROVIDER:

ANNEX 5

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The Service Provider shall indicate on the schedule below what human resources, other than the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, 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)
	PLEASE REFER TO ENCLOSED BINDER			

SIGNED ON BEHALF OF SERVICE PROVIDER:

ANNEX 6

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY SERVICE PROVIDER

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY SERVICE PROVIDER

The Service Provider should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Service Provider 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 Service Provider'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 Service Provider.

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF SERVICE PROVIDER:

ANNEX 7:

SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017) AND ITS TRANSITIONAL MEASURES [Extracted from tender submission]

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 340C/2018/19

PROVISION OF PROFESSIONAL ENGINEERING CONSULTANCY SERVICES: MACASSAR WASTEWATER TREATMENT WORKS, 32 M³/d CAPACITY EXTENSION AND ASSOCIATED INFRASTRUCTURE REFURBISHMENT

SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017) AND ITS TRANSITIONAL MEASURES

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 of an entity in terms of a code 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.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

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

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.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

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 ability of a Service Provider to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

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.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

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.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

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 quotation 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 that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the Service Provider have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practice, 2013, 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);
- 6) accept that, further to 5) 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, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) 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 CCT may have) in accordance with Section 3 below;
- 8) 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 CCT 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;

- 9) accept that, notwithstanding 8) 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;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the Service Provider'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 CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT 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 CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, 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

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the 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 applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes of Good Practise (Generic Scorecard)

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	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ ☐	☐
Non-compliant contributor	☐

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

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), at least 30% but less than 51% black-owned	☐
Exempted Micro Enterprise (EME), less than 30% black-owned	☐
Exempted Micro Enterprise B-BBEE Status Level of Contributor ¹ ☐	☐
Qualifying Small Enterprise B-BBEE Status Level of Contributor ¹ ☐	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ ☐	☐
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

☐

Note:

Service Providers 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 Service Provider contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorized 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 8 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 CCT that the BBEE 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

Date

Name (PRINT)

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

For official use.		
SIGNATURE OF CITY OFFICIALS AT QUOTATION OPENING		
1.	2.	3.