

# TENDER NO. 266C/2024/25



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

Version: 5.4

Page 1 of 133

## CONTRACT DOCUMENT

FOR THE

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

## THE CONTRACT

ISSUED BY:

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

For official use.

TENDER SERIAL No.:

SIGNATURES OF CITY OFFICIALS AT  
TENDER OPENING

1.

2.

3.

JULY 2024

|                                                |                  |
|------------------------------------------------|------------------|
| NAME OF<br>TENDERING ENTITY                    | ZUTARI PTY (LTD) |
| EMAIL ADDRESS OF<br>TENDERING ENTITY           |                  |
| FAX NUMBER OF<br>TENDERING ENTITY              |                  |
| NATURE OF TENDER OFFER (please indicate below) |                  |
| Main Offer (see clause<br>C.2.12)              | Accepted         |
| Alternative Offer (see<br>clause C.2.12)       | Not applicable   |

FILE REFERENCE NO:

## **Part C1: Agreements and Contract Data**

### **Pages**

|                                                                 |  |
|-----------------------------------------------------------------|--|
| <b>Memorandum of Agreement.....</b>                             |  |
| <b>C1.1 Form of Offer and Acceptance .....</b>                  |  |
| <b>C1.2 Contract Data (data provided by the Employer) .....</b> |  |
| <b>C1.2 Contract Data (provided by contractor) .....</b>        |  |
| <b>C1.3 Occupational Health and Safety Agreement.....</b>       |  |
| <b>C1.4 Insurance Broker's Warranty .....</b>                   |  |



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Maximam Pressuram In Te, Jethu

## MEMORANDUM OF AGREEMENT

FOR

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

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

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

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

## Preamble

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

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

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

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

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

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

SIGNED AT CENTURH CITY (PLACE) ON THE 07 (DAY) OF AUGUST 2024 (MONTH AND YEAR)

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

Witness 1 Signature  
Name and Surname:

Witness 2 Signature  
Name and Surname:

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

Name and Surname:

Witness 1 Signature  
Name and Surname:

Witness 2 Signature



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

## C1.1 Form of Offer and Acceptance

### Offer

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

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

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

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

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

Rand. Two hundred and seventy-one million, fifty-four thousand, three hundred and eighty-two rand and thirty-four cents (incl. VAT).

R. 271 054 382.34 (incl. VAT)

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

|                                                     |                                                     |
|-----------------------------------------------------|-----------------------------------------------------|
| Contractor                                          |                                                     |
| Business Name                                       | Zutari (Pty) Ltd                                    |
| Business Registration                               | 1977/003711/07                                      |
| Tax number (VAT)                                    | 9570106642                                          |
| Physical Address                                    | 1 Century City Drive, Century City, Cape Town, 7446 |
| Signed – who by signature hereto warrants authority |                                                     |
| Name of signatory                                   |                                                     |
| Signed: Date                                        | 07 AUGUST 2024                                      |
| Signed: Location                                    |                                                     |
| Signed: Witness                                     |                                                     |
| Name of Witness                                     |                                                     |

## Acceptance

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

The terms of the contract are contained in:

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

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

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

The contractor shall within two weeks after receiving a completed copy of the contract, including the schedule of deviations (if any), contact the City of Cape Town to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of the contract.

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

| CITY OF CAPE TOWN                                   |                                                           |
|-----------------------------------------------------|-----------------------------------------------------------|
| Business Name                                       | City of Cape Town                                         |
| Business Registration                               | Not applicable                                            |
| Tax number (VAT)                                    | 4500193497                                                |
| Physical Address                                    | Civic Centre<br>12 Hertzog Boulevard<br>Cape Town<br>8000 |
| Accepted contract sum including tax                 | R271 054 382.34                                           |
| Signed – who by signature hereto warrants authority | [Redacted]                                                |
| Name of signatory                                   | [Redacted]                                                |
| Signed: Date                                        | 20/8/26                                                   |
| Signed: Location                                    | [Redacted]                                                |
| Signed: Witness                                     | [Redacted]                                                |
| Name of Witness                                     | [Redacted]                                                |

## Schedule of Deviations

### Notes:

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

1 Subject . . . NOTICE TO TENDERERS NO. 1 . . . . .  
Details . . . . Included information regarding addressing Tenderer's queries from the clarification meeting, minutes of the site clarification meeting, and amendments to the Tendering Procedures and Tender Data, Contract Data, and Scope of Works . . . . .

2 Subject . . . NOTICE TO TENDERERS NO. 2 . . . . .  
Details . . . . Provided information on the extension of the Tender closing date to 02 July 2025 . . . . .

3 Subject . . . NOTICE TO TENDERERS NO. 3 . . . . .  
Details . . . . Provided information on amendments to the Tender Data . . . . .

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

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



17 JUNE 2025

**NOTICE TO TENDERERS NO. 1**

**TENDER NO: 266C/2024/25**

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

**BOX NUMBER: 185**

**CLOSING DATE: 26 June 2025 @ 10h00**

Your attention is specifically drawn to the tender document for the following clarifications and amendments which are to be incorporated in the tender document for the abovementioned tender in terms of Clause C.3.2 of Part T1.2 of the Standard Conditions of Tender and you will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

Kindly be advised that tenderers must complete Schedule 22, page 126 in Part C5.2 of The Tender of the Contract Document.

**QUESTIONS RECEIVED AFTER THE TENDER CLARIFICATION MEETING UP TO THE ISSUE OF THIS NOTICE:**

The following table lists clarifications which have been communicated to the CCT via official communication channels. It should be noted that where questions or clarifications have been submitted and is not specifically addressed herein, the relevant party shall accept that the answer to the question or clarification shall be accepted as "specified in the tender document".

Tenderers shall note that these clarifications are FOR INFORMATION PURPOSES ONLY.

| Item | Reference                                        | Question/Clarification                       | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|--------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | C.2.1 Eligibility<br><br>C.2.1.4.2 and C.2.1.4.6 | Functionality - can the criteria be relaxed? | No – This project is a highly complex project and requires the stipulated disciplines, with relevant experience as per criteria set out in C.2.1.4.2 and C.2.1.4.6.<br><br>The regulatory framework (ECSA) establishes that projects requiring advanced technical decision-making, involving multiple risk factors, uncertain contexts, and requiring leadership of large resource-intensive endeavours must be led by appropriately registered professionals.<br><br>The complexity threshold is determined by whether the work requires the competencies defined for Professional |



| Item | Reference           | Question/Clarification                                                                            | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------|---------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                     |                                                                                                   | <p>Engineers, including the ability to handle technically advanced problems across multiple disciplines and manage complex engineering enterprises.</p> <p>For projects spanning multiple engineering disciplines, ECSA requires registered professionals in each relevant discipline to take responsibility for their respective areas of expertise.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2    | C.1.2 Contract Data | Do all the key staff need to be a local office? Can the staff work remotely from other locations? | <p><b>Clause 3.5:</b><br/> <i>Add the following:</i><br/> The location for the performance of the Project will be the <b>OFFICE</b> of the service provider, together with the site of the proposed capacity extension for Macassar Wastewater Treatment Works situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the <i>domicilium citandi et executandi</i> for the purposes of any contract arising from this tender submission</p>                                                                                                                                                                                       |
| 3    | C.3.1 Scope of Work | Will the winner of this tender need to take over full design liability for this project?          | <p><b>3. EMPLOYER'S OBJECTIVE</b><br/> The objective of this tender is to procure professional services by appointing a suitably qualified and experienced professional engineering consultant to replace the current Professional Services Provider (PSP) for the remaining Contract Inspection and Administration and Close Out stages of the upgrade and expansion of the Macassar WWTW project. In addition, a liaison period between the 194C/2020/21 PSP and the PSP appointed under this tender will be required to ensure successful handover between the two parties. There will be a 6 month overlap between the current PSP and the PSP appointed under this contract which will take place over the Contract Inspection and Administration stage. <b>It should be noted that the new PSP will be required to accept Design &amp; Professional Liability of any</b></p> |

| Item | Reference                                           | Question/Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>amendments or changes to the current design/s during the review period.</b>                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5    | <b>T1.2 Tender Data</b>                             | Will the presentation and attendance registers be shared?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes attached in Appendix E                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6    | <b>C.2.1 Eligibility</b><br>C.2.1.4.2 and C.2.1 4.6 | Tender doesn't show a breakdown of points for qualifications, Pr. Registration, experience (Number of years) for the "key personnel" in Table 3 (page 14 of the T1.2) as on the "Other Personnel" schedule found on Table 4 (Page 18 of T1.2). Therefore, we don't know how these factors will be evaluated                                                                                                                                                                                                                                                                                                              | Page 14 needs to be read in conjunction with the clause on page 12 <b>"Category 2: Specific experience of Key Personnel and Other Personnel"</b><br>The overall score for this criterion will be sum of the scores for each of the key personnel and other personnel, with the applicable values as follows:<br><b>a. Key Personnel (Schedule 11 of Part C5.2):"</b><br><br>Breakdown of points is shown in table 4 and should be read in conjunction with the above clause on page 12 |
| 7    | <b>C.2.1 Eligibility</b><br>C.2.1.4.2 and C.2.1 4.6 | Is there a requirement to submit the CVs and credentials for both "Other personnel" and "Key Personnel" at this stage or just "Key personnel"?                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key and other personnel contain details of all relevant experience and must include registration number for all key and other personnel, where applicable.                                                                                                                                                                                                                                          |
| 8    | <b>C.1.2 Contract Data</b>                          | Will the current incumbent consultant (Zutari) be eligible to tender for this appointment? By their presence at the meeting, it has been assumed that they are allowed to tender. We are of the view that this is in contradiction of Clause C2.1.4.1 i) of the Conditions of Tender (as amended), which states:<br><br><i>"Only those tenders that are compliant with the requirements below will be declared responsive:.....</i><br><br><i>1. The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;"</i> | Moore Forensics comments regarding similar Tenders in CCT on this, is that the incumbent can tender as they were not involved in preparing the Contract Document.                                                                                                                                                                                                                                                                                                                      |
| 9    | <b>C.2.1 Pricing Assumptions</b>                    | The Pricing Schedule also heavily favours the incumbent, as a significant number of hours have been allocated to Item 1: Provision for Time-Based Engineering Services - Design Review. Section C3.1 - Scope of works Part 3 c sets out the requirements of the Design stage of the appointment. The second and third bullet points of this section state the following tasks:                                                                                                                                                                                                                                           | All Tenderers are not prejudiced in pricing zero or at low rates. Take note of <b>C2.1 Pricing Assumptions Clause 3.</b><br><br>No unfair advantage exists.                                                                                                                                                                                                                                                                                                                            |

| Item | Reference | Question/Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Response |
|------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|      |           | <ul style="list-style-type: none"> <li>• "Review of existing design drawings, design reports, specifications, tender/contract documents, construction information planning, data storage and information management, etc</li> <li>• Design Review of and finalizing Civil Design of the work undertaken by previous PSP and any optimization of the Civil Design, which includes but is not limited to the following:."</li> </ul> <p>As the incumbent is fully au fait with the project and the designs undertaken to date, it is conceivable that they will tender zero or very low rates for this section. This places them at a very significant commercial advantage over all other tenderers. As suggested in the Clarification Meeting, a possible remedy to this clear commercial advantage would be to exclude the entirety of Item 1: Provision for Time-Based Engineering Services - Design Review from the tender evaluation process. This would level the playing fields, allowing a competitive tender process.</p> |          |

**THE TENDER:**  
**Part T1.2 Tender Data**  
**Page 9**

**ATD1-1** Clause C.2.1.4.2 (d) Key personnel: Chief/Lead Resident Engineer replace wording:

- \*d) **Chief/Lead Resident Engineer** who is a qualified Engineer (BTech/BEng/BSc.Eng) and who has at least 20 (twenty) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, reinforced concrete, water retaining structures and pipelines. **Chief/Lead Resident Engineers assigned to this project must be supported by a letter of undertaking from the Service Provider, valid for the entire duration of this contract. Such letter of undertaking shall guarantee the availability and commitment of the designated Chief/Lead Resident Engineers."**

**Strike through and replace page 9 with attached page 9R.**

**THE TENDER:**  
**Part C3.1 Scope of Work**  
**Page 15**

**ATD1-2** Clause 2.4.1.6 Compulsory Site Clarification, amended the incorrect clause numbering:

**"2.4.1.7. Compulsory clarification meeting**

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

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

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

Strike through and replace page 15 with attached page 15R.

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**THE TENDER:**

**Part C3.1 Scope of Work**

**Page 81**

**ATD1-3 Clause 14.1 (d) Key personnel: Chief/Lead Resident Engineer replace wording:**

- 'd) Chief/Lead Resident Engineer who is a qualified Engineer (BTech/BEng/BSc.Eng) and who has at least 20 (twenty) years verifiable post graduate experience (each) in construction monitoring and site supervision of contract work with a civil and mechanical interface, reinforced concrete, water retaining structures and pipelines. Chief/Lead Resident Engineers assigned to this project must be supported by a letter of undertaking from the Service Provider, valid for the entire duration of this contract."

Strike through and replace page 81 with attached page 81R.

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**[End of Notice]**

Thanking you

[Redacted Signature]

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**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 1- FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 266C/2024/25**

At Cape Town on this 20 Day of June 2025

Signature: [Redacted Signature]

Name of Signatory (In ink and capitals)

TENDERER: Zutari Pty Ltd  
(Name of firm in ink and capitals)



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**Enclosures:**

- 1) **Appendix A : Revised page 9R**
- 2) **Appendix B : Revised page 15R**
- 3) **Appendix C: Revised page 81R**
- 4) **Appendix D : Compulsory Site Clarification Presentation**

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

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

**Contract**

Tender  
Part C5: R4  
Procurement  
Reference  
Tendering procedures  
No. 266C/2024/25

9R

T1.2  
Tender Data

Table 4: Quality Score for Other Personnel

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

Table 5: Maximum Scores for Personnel

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

## C.2.1.4.7 Compulsory clarification meeting

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

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

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

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

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

#### 14. PERSONNEL REQUIRED

##### 14.1 KEY PERSONNEL

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

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





CITY OF CAPE TOWN  
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# 266C/2024/25: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF CONTRACT ADMINISTRATION AND INSPECTION, CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR WASTEWATER TREATMENT WORKS

Compulsory Clarification Meeting | 10h00 2 June 2025

Making progress possible. **Together.**

## AGENDA - 1

1. OPENING AND WELCOME
2. PURPOSE
3. ATTENDANCE REGISTER
4. SITE LAYOUT AND ROUTE
5. H&S INDUCTION



**CITY OF CAPE TOWN  
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STAD KAAPSTAD**



## 1. OPENING AND WELCOMING

### **City of Cape Town Representation:**

|                   |                                                                         |
|-------------------|-------------------------------------------------------------------------|
| Mr Marcel Woodman | Project Manager, Projects & Implementation Division: Wastewater Branch  |
| Mr Keith Olsen    | Contract Manager, Projects & Implementation Division: Wastewater Branch |

Other CCT representation

# Welcome prospective Tenderers

## 2. PURPOSE: TENDER NOTICE AND INVITATION TO TENDER

**Tender No:** 266C/2024/25

**Title:** Provision of Professional Services in Respect of Contract Administration and Inspection, Close Out and Additional Services for the Upgrade and Expansion of the Macassar WWTW

**Tender Advertised:** 16 May 2025

**Documentation collection:** Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town between 08h30 – 15h00.

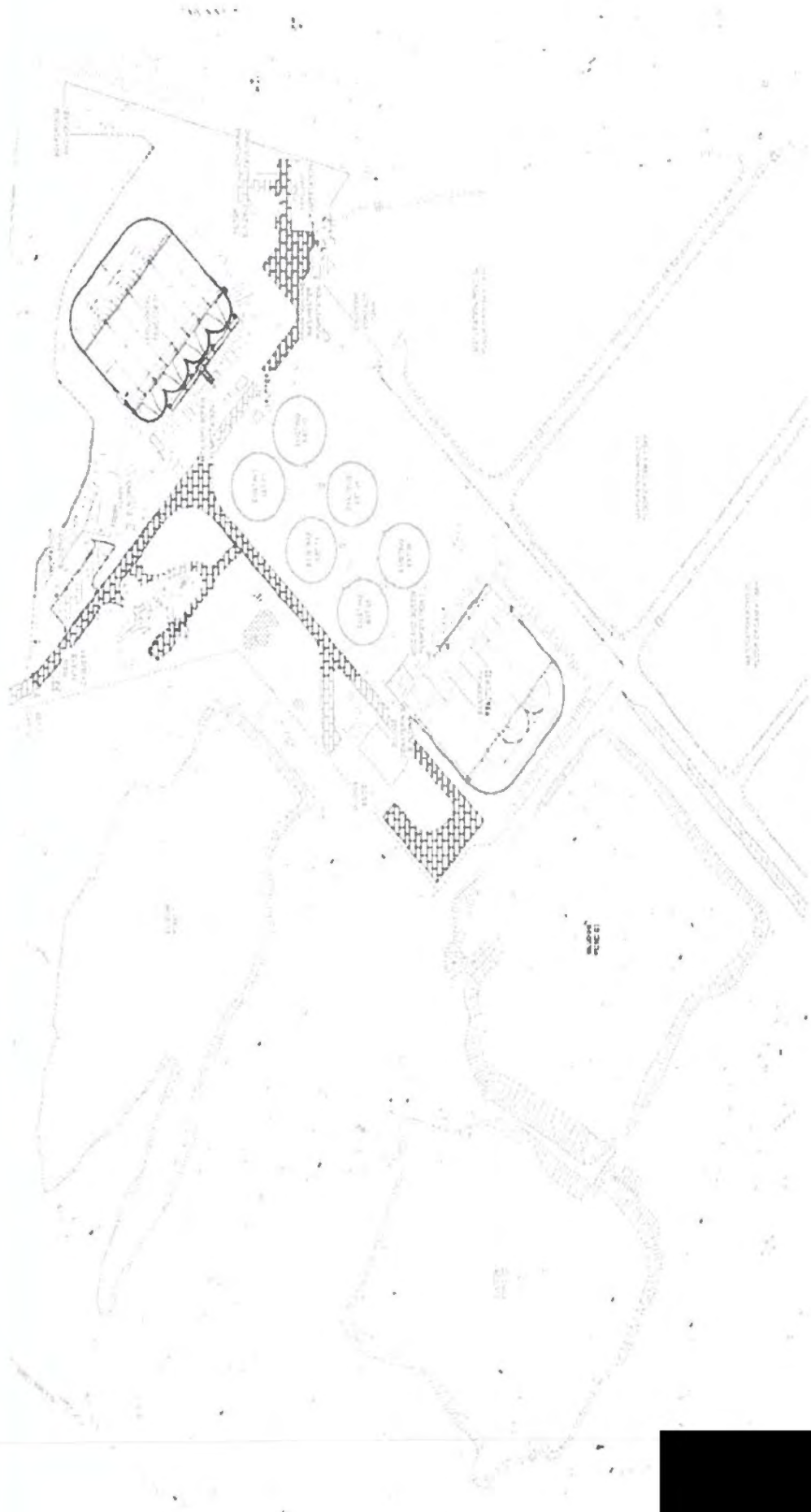
**Tender Closing:** 26 June 2025 @ 10h00

**Tender Box & Address:** **Tender Box 185** at the Tender & Quotation Box Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

**Communication:**

[PSP.Macassar@capetown.gov.za](mailto:PSP.Macassar@capetown.gov.za)  
[SCM.Tenders9@capetown.gov.za](mailto:SCM.Tenders9@capetown.gov.za)

## 4. MACASSAR EXISTING SITE LAYOUT



## 5. HEALTH AND SAFETY

# H&S INDUCTION

- Plant Manager – Meshall Raff

# H&S REQUIREMENTS

- PPE
- STICK TO ROUTE
- NO ACCESS TO OPERATIONAL OR CONSTRUCTION AREAS



## AGENDA - 2

1. OPENING AND WELCOME
2. ATTENDANCE REGISTER
3. PROJECT BACKGROUND
4. SCM RELATED MATTERS
5. TENDER REALTED MATTERS
6. CONSTRUCTION CONTRACTS
7. Q&A
9. SITE WALK



**CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD**



## 1. OPENING AND WELCOMING

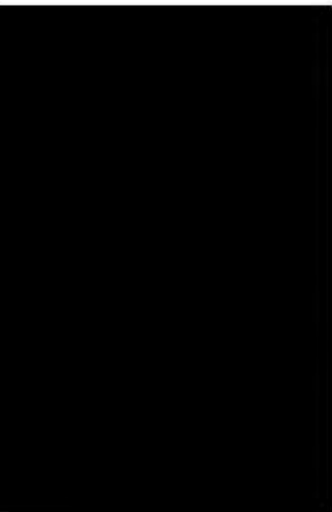
### City of Cape Town Representation:



Project Manager, Projects & Implementation Division: Wastewater Branch  
Contract Manager, Projects & Implementation Division: Wastewater Branch

Other CCT representation

## Welcome prospective Tenderers



## 2. ATTENDANCE REGISTER

### Venue for site visit/clarification meeting

|                       |                                     |
|-----------------------|-------------------------------------|
| Site visit            | Macassar Wastewater Treatment Plant |
| Clarification meeting | Macassar Wastewater Treatment Plant |

Both sessions are compulsory!

Separate attendance registers have been circulated at the entrance to both sessions. **Make sure you have signed both.**

**If compulsory site visit or briefing session is not attended, and the attendance register at both are not signed, the tender submitted will be considered non-responsive.**



### 3. PROJECT BACKGROUND

CITY OF CAPE TOWN  
SIXENO SASEKAPA  
TAD KAAPSIAD



## 3.1 MACASSAR WWTW LOCALITY

Catchment Location



Site Layout

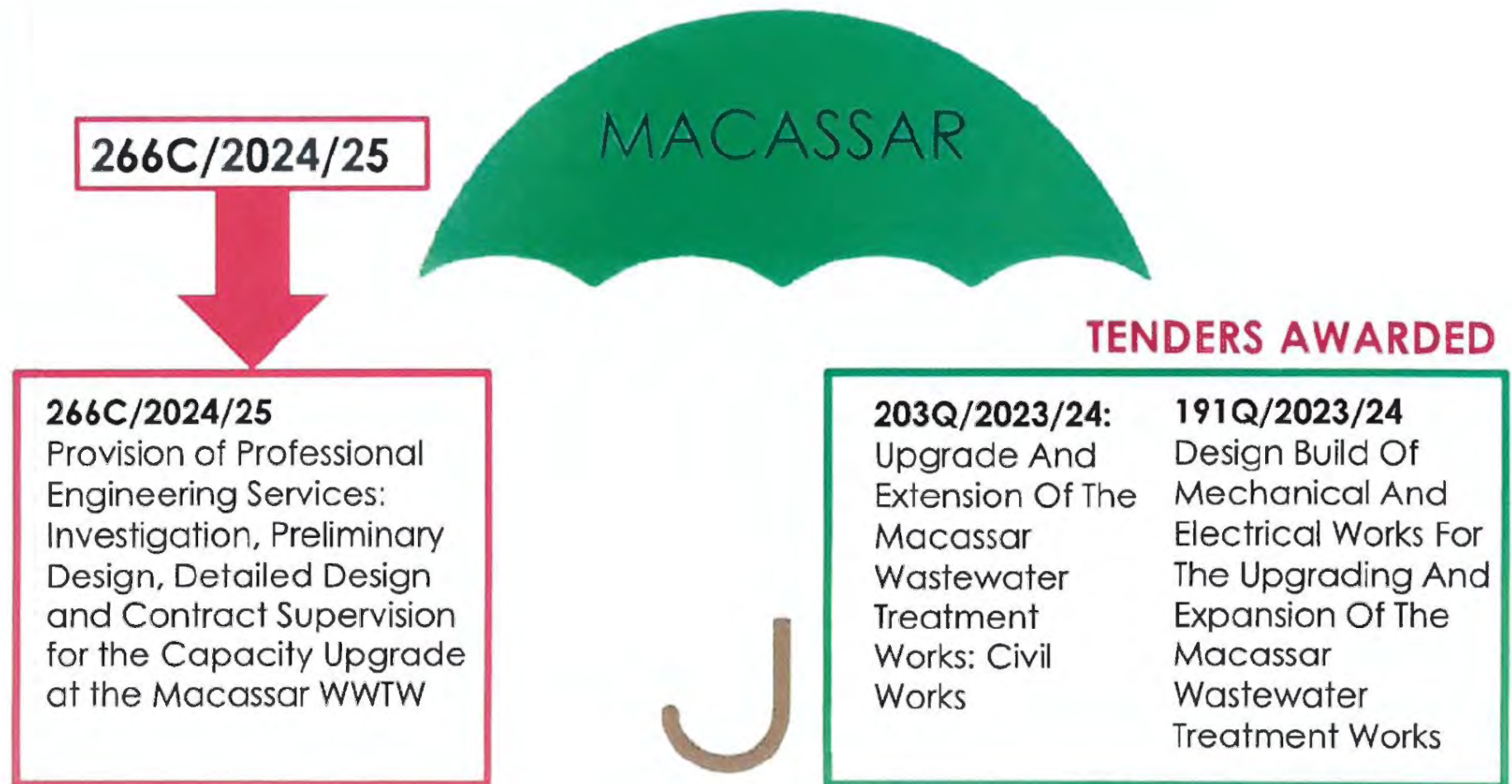


## 3.2 MACASSAR EXPANSION PROJECT PHASES

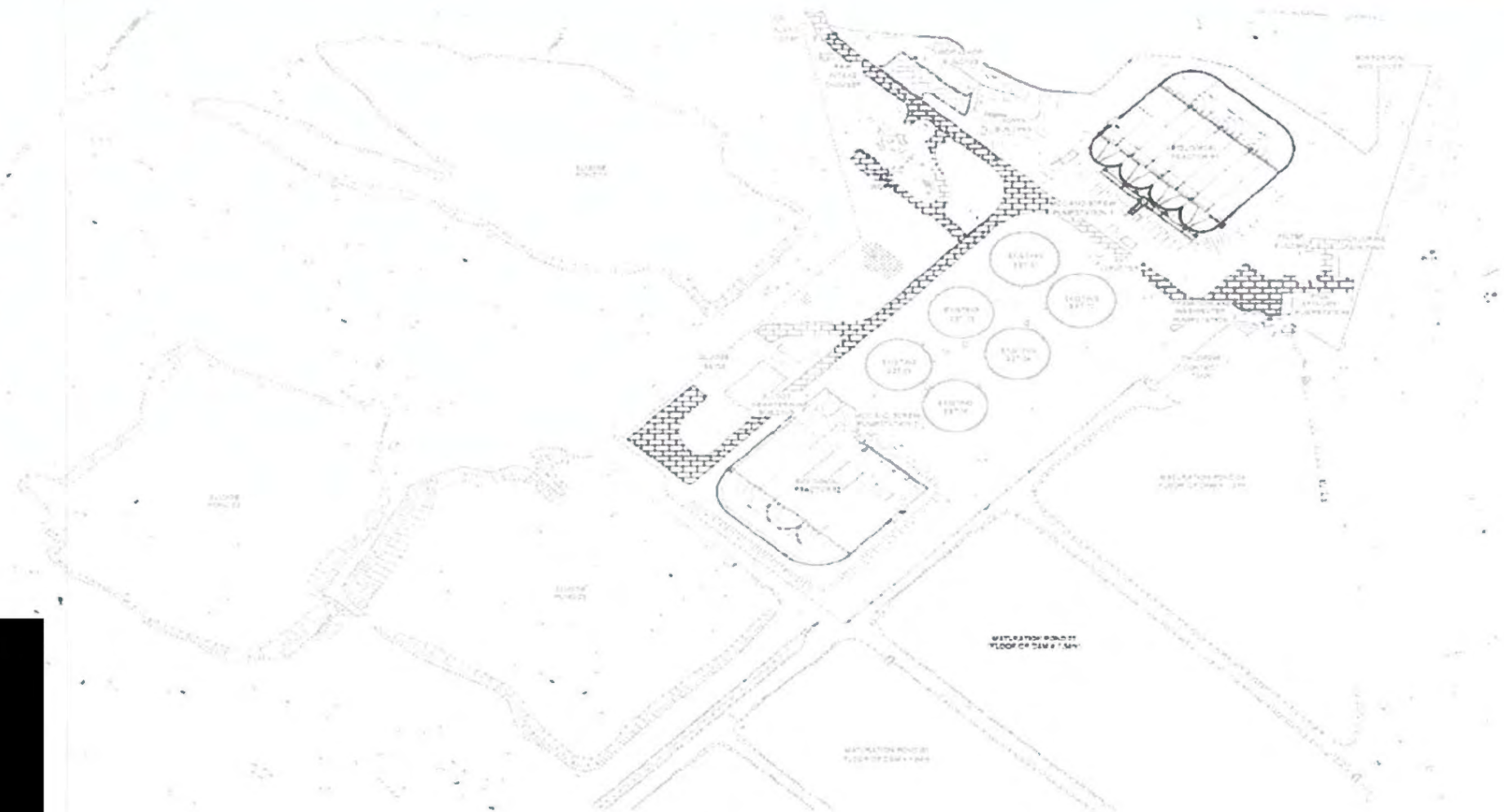
- The Works will be phased into two (2) phases, namely **Phase 1 and Phase 2**
- **Phase 1:**
  - New mechanical and electrical equipment to be installed whilst the existing equipment at the Works remains operational
  - Flow diverted through the new installations
  - Decommissioning, transport and handover (to Employer) of existing installations
- **Phase 2:**
  - Remainder of existing equipment to be decommissioned
  - New mechanical and electrical equipment to be installed



### 3.3 PURPOSE: MACASSAR WWTW EXPANSION PROJECT UMBRELLA

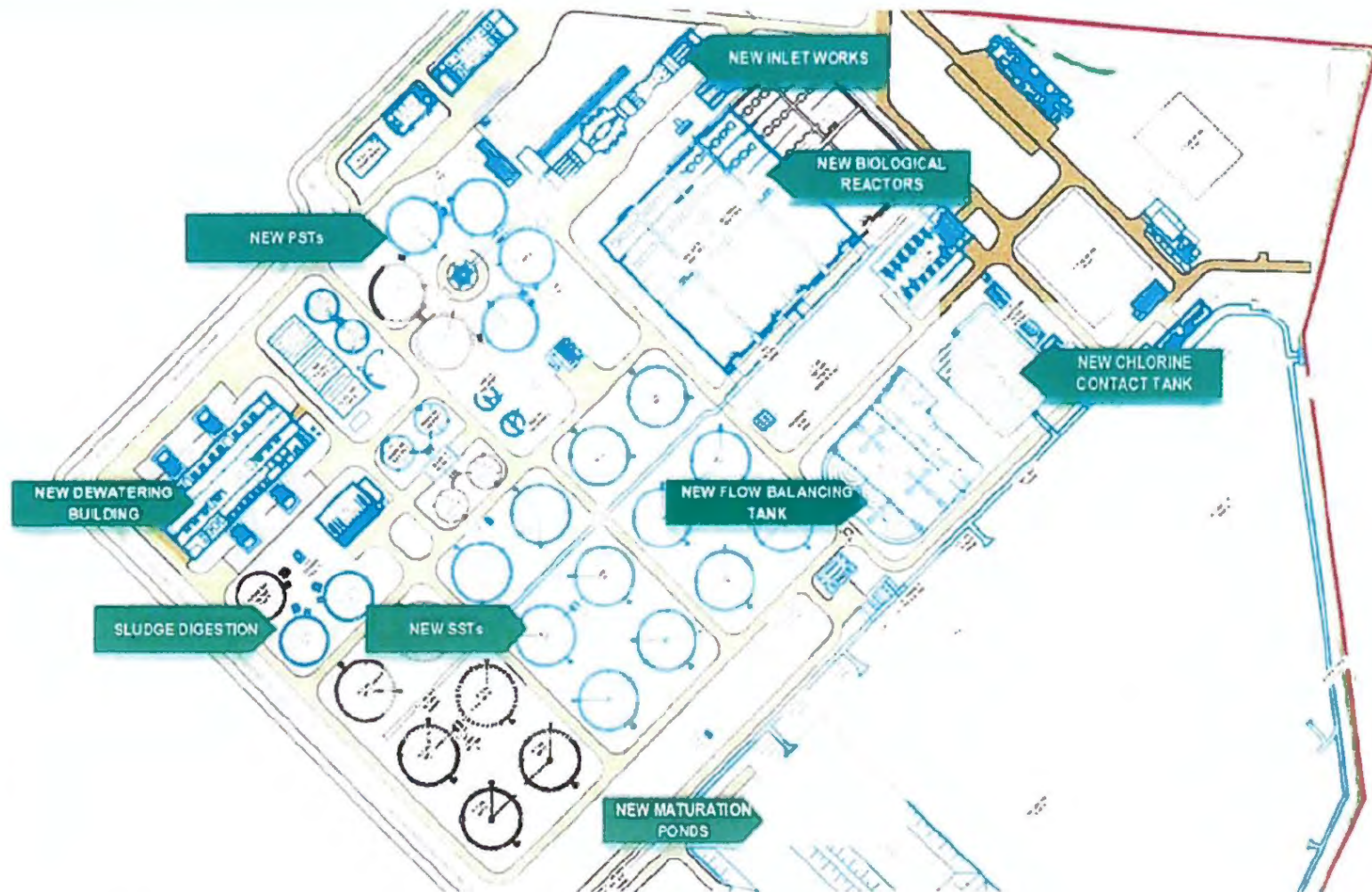


### B.4 MACASSAR EXISTING SITE LAYOUT





## 3.5 SITE LAYOUT: UPGRADE AND EXPANDED WORKS



Contract  
Part C5: Returnable Documents  
Reference No. 266C/2024/25

532

C5.1  
List of Returnable Documents



## 4. TENDER 266C/2024/25: SUPPLY CHAIN MANAGEMENT RELATED ASPECTS

CITY OF CAPE TOWN  
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TAD KAAPSTAD



## 4.1 TENDER EVALUATION PROCESS

### EVALUATION AND AWARD OF TENDER:

- Compliance with requirements of CCT SCM Policy and procedures
- Key Personnel
- Functionality
- Price and Preference (90/10)
- Appeal period
- **Section 33 (Contracts exceeding three financial years)**
- Award

## 4.2 RESPONSIVENESS REQUIREMENTS

### RESPONSIVENESS REQUIREMENTS

Refer to Tender Data Clause C2.1.4

- C.2.1.4.1: Compliance with requirements of CCT SCM Policy and procedures
- C.2.1.4.2: Key Personnel
- C.2.1.4.4: Professional indemnity insurance
- C.2.1.4.5: Track record of tenderer
- C.2.1.4.6: Minimum Score for Quality
- C.2.1.4.6: Compulsory clarification meeting

### 4.3 KEY PERSONNEL (ELIGIBILITY)

- Project Engineer/Leader (may not be subcontracted)
- Process Design Engineer (may not be subcontracted)
- Civil Engineer (may not be subcontracted)
- Chief/Lead Resident Engineer
- Mechanical Engineer (may not be subcontracted)
- Electrical Engineer (may not be subcontracted)

## 4.4 QUALITY CRITERIA

### FUNCTIONALITY CRITERIA

1. Main scoring will be applied as follow:

| Description of quality criteria       | Score for Functionality | Weighting factor | Maximum possible score |
|---------------------------------------|-------------------------|------------------|------------------------|
| Experience of Tenderer                | 50                      | 1                | 50                     |
| Experience of Key and Other Personnel | 320                     | 0.15625          | 50                     |
| Maximum possible score                | Not Applicable          | Not Applicable   | 100 MS1                |

2. Minimum Score required **70**.
3. Sub criteria with definitions defined in detail under **Part T1.2 Tender Data**.
4. NOTE:

Information included submission must clearly respond to the requirements and included in the required returnable schedule.



Slide 20

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## 4.5 RETURNABLE DOCUMENTS

MS1

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

### C5.1 List of Returnable Documents

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

#### Returnable Schedules that will be incorporated into the Contract

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

#### Other documents required for tender evaluation purposes

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

## Slide 21

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## 5. TENDER 266C/2024/25 RELATED MATTERS

Y OF CAPE TOWN  
XERO SASEKAPA  
ID KAAPSTAD

Reference No. 266C/2024/25

Reference No. 266C/2024/25



## 5.1 KEY OBJECTIVES

- 266C/2024/25 Key Objectives:
  - Replacement of current PSP services for the remainder of the project
  - Status Quo and Design review(continuation with existing design philosophy)
  - Site Monitoring Review and Handover
  - **Liaison period between the existing PSP for handover**
  - **Design responsibility**
  - Contract Management
  - Further requirements stated in tender document

## 5.2 PURPOSE

- 266C/2024/25 purpose:  
take over and complete project lifespan:
  - **191Q/2023/24:** Design Build Of Mechanical And Electrical Works For The Upgrading And Expansion Of The Macassar Wastewater Treatment Works with an appointed value of **R2 175 446 336.10** Excluding provisions of CPA, ROE and VAT (FIDIC yellow), and
  - **203Q/2023/24:** Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works with an appointed value of **R1 344 287 875.77** Excluding provisions of CPA and VAT (GCC 2015)
- Engineering Services: Normal services: 2 & 3
- Additional Services: Refer to C3 Scope of Work

## 5.3. C1.2 Contract Data: Key Contractual Aspects

### PERIOD OF PERFORMANCE

| Period                                                           | Duration                          |
|------------------------------------------------------------------|-----------------------------------|
| Status Quo Design review completion                              | 3 months after commencement date  |
| Construction monitoring handover                                 | 3 months after commencement date  |
| Stage 5 ends                                                     | 44 months after commencement date |
| Stage 6 ends                                                     | 54 months after commencement date |
| Process Control Training, Maintenance and Assistance (18 Months) | 62 Months after Commencement Date |

**Clause 3.12.1: Penalty amount per day = R15 000.00 ex VAT per day**  
**- Also refer to Clause 8.1 of C3.1 Scope of Work**

### **Clause 5.4.1: Insurances and Surety**

- PI: R20,000,000
- Public Liability: R20,000,000
- Insurances for COVID



5.4 C2.2 ACTIVITY SCHEDULE

SECTION OF WORKS:

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

SUMMARY OF ACTIVITY SCHEDULE

|                                                                                                                                                                           |                                                                                              |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------|
| A: TOTAL OF ITEM No. 1                                                                                                                                                    | 1. PROVISION FOR TIME-BASED ENGINEERING SERVICES - DESIGN REVIEW                             | R ..... |
| B: TOTAL OF ITEM No. 2                                                                                                                                                    | 2. PROVISION FOR TIME-BASED ENGINEERING SERVICES - CONSTRUCTION AND DEFECTS LIABILITY PERIOD | R ..... |
| C: TOTAL OF ITEM No. 3                                                                                                                                                    | 3. ADDITIONAL SERVICES                                                                       | R ..... |
| D: TOTAL OF ITEM No. 4                                                                                                                                                    | 4. RECOVERABLE EXPENSES (DISBURSEMENTS) – ALL DISCIPLINES                                    | R ..... |
| E: SUB-TOTAL (A TO D)                                                                                                                                                     |                                                                                              | R ..... |
| F: CONTINGENCIES                                                                                                                                                          |                                                                                              | R ..... |
| Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required |                                                                                              |         |
| G: TOTAL INCLUDING CONTINGENCIES                                                                                                                                          |                                                                                              | R ..... |
| H: VALUE ADDED TAX                                                                                                                                                        |                                                                                              | R ..... |
| ADD: VAT at the rate of 15% of H above                                                                                                                                    |                                                                                              |         |
| I: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (G+H)                                                                                                |                                                                                              | R ..... |

C2.1 Pricing Assumptions:

Clause 3:

A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates



## Slide 26

MS1

Remains the same

Mishka Slamang, 2025-05-28T13:45:37.075

## 5.5 C4.2 EMPLOYER INFORMATION PROVIDED

### Information provided with the Tender:

MS1

- Design reports on SharePoint (only provided at Design Review Stage)
- Basic Assessment Report (only provided at Design Review Stage)
- Geotechnical Report (only provided at Design Review Stage)
- Construction Programmes (only provided at Design Review Stage)
- Current Operating License (WUL) No. 19/G22H/F/582 (only provided at Design Review Stage)
- Tender Documents including Tender Drawings , Specifications and Bills of Quantities (only those available at advertisement stage):
  - **191Q/2023/24 Design Build of Mechanical and Electrical Works for the Upgrading and Expansion of the Macassar Wastewater Treatment Works, and**
  - **203Q/2023/24: Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil Works**

Slide 27

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To be updated

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## 6. CONSTRUCTION CONTRACTS

E TOWN  
EKAPA  
TAD

Reference No. 266C/2024/25

2024.07.15 10:00:00 AM

## 3.1 CONSTRUCTION PROGRAMME MILESTONES

**191Q/2023/24:** Design Build Of Mechanical And Electrical Works For The Upgrading And Expansion Of The Macassar Wastewater Treatment Works

### 191Q/2023/24 – M&E Contract

| Description                                          | Duration (months) | Start date | Finish date |
|------------------------------------------------------|-------------------|------------|-------------|
| Construction Process (end of ToP)                    | 48                | Sept 2025  | Sept 2029   |
| Trial & Operation Period                             | 3                 | June 2029  | Aug 2029    |
| Defects Notification Period                          | 12                | Sept 2029  | Aug 2030    |
| Process Control Training, Maintenance and Assistance | 18                | Sept 2029  | Feb 2031    |

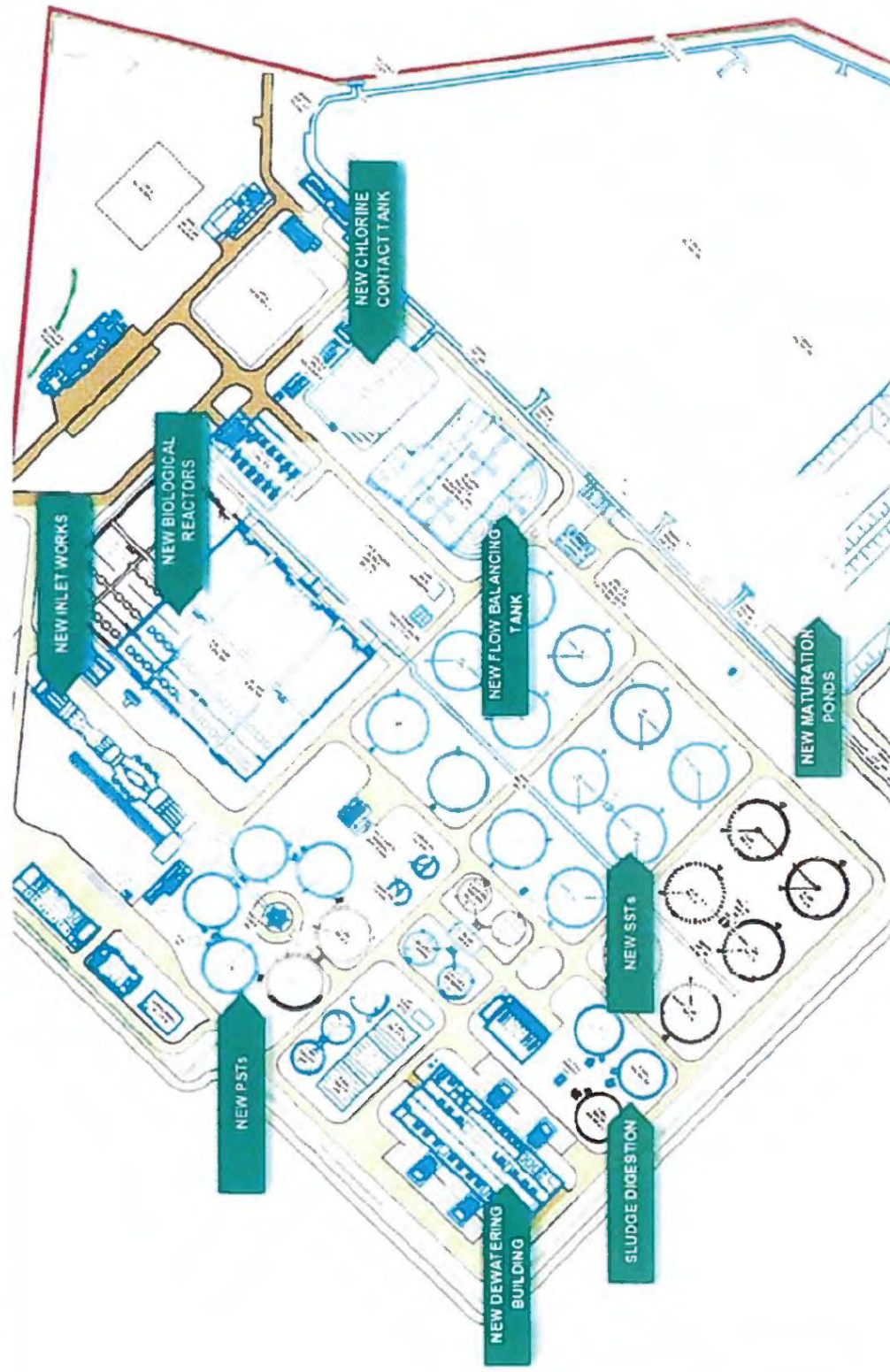
**203Q/2023/24:** Upgrade and Extension of the Macassar Wastewater Treatment Works: Civil

### 203Q/2023/24 – Civil Contract

| Description                       | Duration (months) | Start date | Finish date |
|-----------------------------------|-------------------|------------|-------------|
| Construction Process (end of ToP) | 48                | Sept 2025  | Aug 2029    |
| Defects Notification Period       | 12                | Sept 2029  | Aug 2030    |



## 3.2 SITE LAYOUT: UPGRADE AND EXPANDED WORKS



| SITE LAYOUT LEGEND |  |
|--------------------|--|
| EXISTING           |  |
| NEW                |  |
| PROPOSED           |  |
| AS SHOWN           |  |
| AS NOTED           |  |



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

# Questions & Answers

Making progress possible. **Together.**





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STAD KAAPSTAD

ENKOSI | DANKIE | THANK YOU

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FINANCE  
SUPPLY CHAIN MANAGEMENT

Tenders & Contracts, Supply Chain Management  
SCM Water and Sanitation

Email: SCM.Tenders9@capetown.gov.za

20 JUNE 2025

**NOTICE TO TENDERERS NO. 2**

**TENDER NO: 266C/2024/25**

**DESCRIPTION:**

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

**BOX NUMBER: 185**

**ORIGINAL CLOSING DATE: 26 June 2025 @ 10h00**

**REVISED CLOSING DATE: 02 July 2025 @ 10h00**

Your attention is specifically drawn to the tender document for the following clarifications and amendments which are to be incorporated in the tender document for the abovementioned tender in terms of Clause C.3.2 of Part T1.2 of the Standard Conditions of Tender and you will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

Kindly be advised that tenderers must complete Schedule 22, page 126 in Part C5.2 of The Tender of the Contract Document.

**NTT-2-1 REVISE TENDER CLOSING DATE:**

**Volume 1: Tendering Procedures  
General Tender Information, Page ii**

**ATD2-1.1.1 The closing date for receipt of tenders is amended from the 26 June 2025". to "02 July 2025".**

**For Director: Supply Chain Management**

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 - FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 266C/2024/25**

At ..... Cape Town ..... on this 20 Day of June 20...25..

Signature

Name of

TENDER





CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

FINANCE  
SUPPLY CHAIN MANAGEMENT

Tenders & Contracts, Supply Chain Management  
SCM Water and Sanitation

Email: SCM Tenders9@capetown.gov.za

25 JUNE 2025

**NOTICE TO TENDERERS NO. 3**

**TENDER NO: 266C/2024/25**

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

**BOX NUMBER: 185**

**CLOSING DATE: 02 July 2025 @ 10h00**

Your attention is specifically drawn to the tender document for the following clarifications and amendments which are to be incorporated in the tender document for the abovementioned tender in terms of Clause C.3.2 of Part T1.2 of the Standard Conditions of Tender and you will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

Kindly be advised that tenderers must complete Schedule 22, page 126 in Part C5.2 of The Tender of the Contract Document.

**NTT- 3-1 AMEND NOTE ON PAGE 13:**

**Part T1.2 Tender Data  
C.2.1.4.6 Minimum score for quality  
Page 13**

**ATD3-1 Clause C.2.1.4.6 Minimum score for quality page 13, remove the following wording:**

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

**Strike through and replace page 13 with attached page 13R**

**[End of Notice]**

**For Director: Supply Chain Management**

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 - FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 266C/2024/25**

At Cape Town 25 June 20, 2025

Signature: .....

Name of S ..... \*

TENDERER .....

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

**(TO BE FILLED IN BY THE CONTRACTOR)**

**Confirmation of Receipt**

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

The

Signature



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

## C1.2 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](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

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

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

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

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

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

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

### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

#### **Clause 1:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following definition:

#### **Intellectual Property**

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

#### **Clause 3**

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

Add the following after clause 3.1

#### **Clause 3.2**

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

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

#### **Clause 3.2**

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

#### **Clause 3.4 and Clause 4.3.2:**

Add the following:

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

The address for receipt of communications is:

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

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

**Clause 3.4.1:**

*Add the following to the first sentence:*

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

**Clause 3.5:**

*Add the following:*

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

**Clause 3.9.1:**

*Add the following after f):*

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

**Clause 3.9.2:**

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

*Add the following at the end of the clause:*

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

**Clause 3.9.3:**

*Delete the clause and replace with the following:*

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

**Clause 3.12**

*Delete the heading and replace with "Penalties and fines"*

**Clause 3.12.1**

*Add the following:*

The penalty amount per day is as follows:

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

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

*Add the following after 3.12.2*

**Clause 3.12.3**

The Employer may impose the following additional penalties or fines:

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

**Clause 3.15.1:**

*Add the following:*

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

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**Clause 3.16.2:**

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

*Add the following:*

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

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

*Add the following clause after clause 3.16*

**3.17.1 General**

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

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

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

**3.17.2 Variations in Rates of Exchange**

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

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

**3.17.3 Variations in Customs Surcharge and Customs Duty**



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

#### 3.17.4 Value of Imported resources at Base Date

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

#### 3.17.5 Variation in labour and material costs of imported resources

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

#### **Clause 3.18      Protection of Personal Information Act of 2013**

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

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

**Clause 4.7:**

*Add the following:*

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

*Add the following clause after Clause 4.7:*

**Clause 4.8 Performance Monitoring**

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

**Clause 5.4.1:**

*Add the following:*

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

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

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

**Clause 5.4.2**

*Add the following:*

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

*Add the following clause after Clause 5.4.2:*

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

**Clause 5.5:**

*Add the following:*

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

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

**Clause 6.4:**

*Add the following clause after Clause 6.3:*

**6.4 Conflict of interest**

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

**Clause 7.1.2**

*Add the following:*

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

**Clause 7.2.1:**

*Add the following:*

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

**Clause 8.1:**

*Add the following:*

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

**Clause 8.4.1:**

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

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

**Clause 8.4.3(c):**

*Add the following:*

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

**Clause 8.4.4:**

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

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

*Add the following after clause 8.4.5:*

**Clause 8.4.6**

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

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

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



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

**Clause 9:**

*Delete the clause and replace with the following:*

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

**Clause 11.1:**

*Add the following:*

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

**Clause 12.1.2:**

*Add the following:*

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

**Clause 12.2.1:**

*Add the following:*

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



**Clause 12.2.4:**

*Add the following:*

Final settlement is by litigation.

**Clause 12.3.3:**

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

**Clause 13.1:**

*Add the following clause after Clause 13.1.3:*

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

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

**Clause 13.4:**

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

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

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

**Clause 13.7.3:**

*Add the following clause after Clause 13.7.2:*

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

**Clause 14.5:**

*Add the following new clause after Clauses 14.4:*

**Clause 14.5: Tax Invoices**

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

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

**Clause 14.6: More frequent payments**

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

**Clause 15:**

*Add the following:*

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

**Clause 16: Support resources:**

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

**Contract**

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**Part C1: Agreements and Contract Data**

Reference No. 266C/2024/25

C1.2

*Part 2: Data provided by the Service Provider*

The Service Provider is: **ZUTARI PFM LTD**

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

**SIGNED**

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

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

### C1.3 Occupational Health and Safety Agreement

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

ZUTARI PTY LTD

(Service Provider/Mandatar/Company/CC Name)

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

I, [REDACTED], representing

ZUTARI PTY LTD

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

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED]

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 CAPE TOWN on the 07 day of AUGUST 2026

Witness

Mandatar

Signed at CAPE TOWN on the 07 day of AUGUST 2026

City of Cape Town

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

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

## C1.4 Insurance Broker's Warranty

Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date 07 August 2026

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

Dear Sir

CONTRACT NO.: 266C/2024/25

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

NAME OF CONTRACTOR: [REDACTED]

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours

Signe

For:



## Part C2: Pricing Data

### Pages

C2.1 Pricing Assumptions.....

C2.2 Activity Schedule.....

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

## C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

|           |                                                                                                                                                                    |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unit:     | The unit of measurement for each item of work.                                                                                                                     |
| Quantity: | The number of units of work for each item.                                                                                                                         |
| Rate:     | The agreed payment per unit of measurement.                                                                                                                        |
| Amount:   | The product of the quantity and the agreed rate for an item.                                                                                                       |
| Sum:      | An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units. |

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

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

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## C2.2 Activity Schedule

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

| Item No. | Activity Description                                        | Unit | Quantity<br>(Estimated) | Rate  | Amount<br>R c |
|----------|-------------------------------------------------------------|------|-------------------------|-------|---------------|
| 1        | Time based fee for Engineering Services                     |      |                         |       |               |
|          | Professional Engineering Services                           |      |                         |       |               |
| 1.1      | Project Leader/Engineer (as per Key Personnel requirements) | Hour | 450                     | R0.00 | R0.00         |
| 1.2      | Process Design Engineer (as per Key Personnel requirements) | Hour | 450                     | R0.00 | R0.00         |
| 1.3      | Civil Engineer (as per Key Personnel requirements)          | Hour | 600                     | R0.00 | R0.00         |
| 1.4      | Mechanical Engineer (as per Key Personnel requirements)     | Hour | 450                     | R0.00 | R0.00         |
| 1.5      | Electrical Engineer (as per Key Personnel requirements)     | Hour | 450                     | R0.00 | R0.00         |
| 1.6      | Civil Engineer (Category A)                                 | Hour | 150                     | R0.00 | R0.00         |
| 1.7      | Civil Engineer (Category B)                                 | Hour | 250                     | R0.00 | R0.00         |
| 1.8      | Civil Engineer (Category C)                                 | Hour | 600                     | R0.00 | R0.00         |
| 1.9      | Civil Engineer (Category D)                                 | Hour | 850                     | R0.00 | R0.00         |
| 1.10     | Mechanical Engineer (Category A)                            | Hour | 150                     | R0.00 | R0.00         |
| 1.11     | Mechanical Engineer (Category B)                            | Hour | 250                     | R0.00 | R0.00         |
| 1.12     | Mechanical Engineer (Category C)                            | Hour | 600                     | R0.00 | R0.00         |
| 1.13     | Mechanical Engineer (Category D)                            | Hour | 850                     | R0.00 | R0.00         |
| 1.14     | Electrical Engineer (Category A)                            | Hour | 100                     | R0.00 | R0.00         |
| 1.15     | Electrical Engineer (Category B)                            | Hour | 150                     | R0.00 | R0.00         |
| 1.16     | Electrical Engineer (Category C)                            | Hour | 450                     | R0.00 | R0.00         |
| 1.17     | Electrical Engineer (Category D)                            | Hour | 550                     | R0.00 | R0.00         |
| 1.18     | Electronic Engineer (Category A)                            | Hour | 100                     | R0.00 | R0.00         |
| 1.19     | Electronic Engineer (Category B)                            | Hour | 150                     | R0.00 | R0.00         |
| 1.20     | Electronic Engineer (Category C)                            | Hour | 450                     | R0.00 | R0.00         |
| 1.21     | Electronic Engineer (Category D)                            | Hour | 600                     | R0.00 | R0.00         |
| 1.22     | Structural Engineer (Category A)                            | Hour | 150                     | R0.00 | R0.00         |
| 1.23     | Structural Engineer (Category B)                            | Hour | 300                     | R0.00 | R0.00         |



| Item No.                              | Activity Description                               | Unit | Quantity<br>(Estimated) | Rate        | Amount<br>R c |
|---------------------------------------|----------------------------------------------------|------|-------------------------|-------------|---------------|
| 1.24                                  | Structural Engineer (Category C)                   | Hour | 550                     | R0.00       | R0.00         |
| 1.25                                  | Structural Engineer (Category D)                   | Hour | 550                     | R0.00       | R0.00         |
| 1.26                                  | Architect: Principal (Specialist)                  | Hour | 150                     | R0.00       | R0.00         |
| 1.27                                  | Architect: Principal (>10 years experience)        | Hour | 300                     | R0.00       | R0.00         |
| 1.28                                  | Architect: Principal (<10 years experience)        | Hour | 300                     | R0.00       | R0.00         |
| 1.29                                  | Project Coordinator (as per Scope of Requirements) | Hour | 550                     | R0.00       | R0.00         |
| 1.30                                  | Hydraulic Engineer (Category B)                    | Hour | 300                     | R0.00       | R0.00         |
| 1.31                                  | Draughtsman/CAD Operator                           | Hour | 1100                    | R0.00       | R0.00         |
| <b>TOTAL OF ITEM No. 1 TO SUMMARY</b> |                                                    |      | <b>R</b>                | <b>0.00</b> |               |

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

| Item No. | Activity Description                                                                | Unit | Quantity<br>(Estimated) | Rate      | Amount<br>R c  |
|----------|-------------------------------------------------------------------------------------|------|-------------------------|-----------|----------------|
| 2        | Time based fee for Engineering Services - Construction and Defects Liability Period |      |                         |           |                |
|          | Professional Engineering Services                                                   |      |                         |           |                |
| 2.1      | Project Leader/Engineer (as per Key Personnel requirements)                         | Hour | 4300                    | R1 900.00 | R2 470 000.00  |
| 2.2      | Process Design Engineer (as per Key Personnel requirements)                         | Hour | 1300                    | R350.00   | R1 505 000.00  |
| 2.3      | Civil Engineer (as per Key Personnel requirements)                                  | Hour | 4300                    | R1 650.00 | R5 775 000.00  |
| 2.4      | Mechanical Engineer (as per Key Personnel requirements)                             | Hour | 3500                    | R1 500.00 | R5 250 000.00  |
| 2.5      | Electrical Engineer (as per Key Personnel requirements)                             | Hour | 3500                    | R1 800.00 | R2 700 000.00  |
| 2.6      | Civil Engineer (Category A)                                                         | Hour | 1500                    | R1 350.00 | R4 050 000.00  |
| 2.7      | Civil Engineer (Category B)                                                         | Hour | 3000                    | R1 300.00 | R8 060 000.00  |
| 2.8      | Civil Engineer (Category C)                                                         | Hour | 6200                    | R965.00   | R11 869 500.00 |
| 2.9      | Civil Engineer (Category D)                                                         | Hour | 12 300                  | R670.00   | R871 000.00    |
| 2.10     | Mechanical Engineer (Category A)                                                    | Hour | 1300                    | R1 280.00 | R3 584 000.00  |

| Item No. | Activity Description                                                                                                           | Unit | Quantity<br>(Estimated) | Rate      | Amount<br>R c  |
|----------|--------------------------------------------------------------------------------------------------------------------------------|------|-------------------------|-----------|----------------|
| 2.11     | Mechanical Engineer (Category B)                                                                                               | Hour | 2800                    | R1 250.00 | R5 375 000.00  |
| 2.12     | Mechanical Engineer (Category C)                                                                                               | Hour | 4300                    | R800.00   | R8 000 000.00  |
| 2.13     | Mechanical Engineer (Category D)                                                                                               | Hour | 10 000                  | R680.00   | R612 000.00    |
| 2.14     | Electrical Engineer (Category A)                                                                                               | Hour | 900                     | R1 670.00 | R3 006 000.00  |
| 2.15     | Electrical Engineer (Category B)                                                                                               | Hour | 1800                    | R1 670.00 | R10 855 000.00 |
| 2.16     | Electrical Engineer (Category C)                                                                                               | Hour | 6500                    | R860.00   | R6 966 000.00  |
| 2.17     | Electrical Engineer (Category D)                                                                                               | Hour | 8100                    | R650.00   | R650 000.00    |
| 2.18     | Electronic Engineer (Category A)                                                                                               | Hour | 1000                    | R1 700.00 | R3 060 000.00  |
| 2.19     | Electronic Engineer (Category B)                                                                                               | Hour | 1800                    | R1 700.00 | R11 050 000.00 |
| 2.20     | Electronic Engineer (Category C)                                                                                               | Hour | 6500                    | R800.00   | R6 560 000.00  |
| 2.21     | Electronic Engineer (Category D)                                                                                               | Hour | 8200                    | R650.00   | R975 000.00    |
| 2.22     | Structural Engineer (Category A)                                                                                               | Hour | 1500                    | R1 350.00 | R3 645 000.00  |
| 2.23     | Structural Engineer (Category B)                                                                                               | Hour | 2700                    | R1 250.00 | R8 125 000.00  |
| 2.24     | Structural Engineer (Category C)                                                                                               | Hour | 6500                    | R930.00   | R9 300 000.00  |
| 2.25     | Structural Engineer (Category D)                                                                                               | Hour | 10 000                  | R670.00   | R1 005 000.00  |
| 2.26     | Architect: Principal (Specialist)                                                                                              | Hour | 1500                    | R750.00   | R2 025 000.00  |
| 2.27     | Architect: Principal (>10 years experience)                                                                                    | Hour | 2700                    | R700.00   | R2 450 000.00  |
| 2.28     | Architect: Principal (<10 years experience)                                                                                    | Hour | 3500                    | R600.00   | R540 000.00    |
| 2.29     | Salaried Staff (registered architectural professionals performing work of an architectural nature under direction and control) | Hour | 900                     | R500.00   | R450 000.00    |
| 2.31     | Landscape Architect: registered professional (minimum 6 years experience)                                                      | Hour | 900                     | R800.00   | R704 000.00    |

| Item No.                              | Activity Description                                                                                                                                  | Unit | Quantity (Estimated)   | Rate    | Amount R c    |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------|---------|---------------|
| 2.32                                  | Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project | Hour | 880                    | R550.00 | R5 060 000.00 |
| 2.33                                  | Project Coordinator (as per Scope of Requirements)                                                                                                    | Hour | 9200                   | R825.00 | R1 155 000.00 |
| 2.34                                  | Hydraulic Engineer (Category B)                                                                                                                       | Hour | 1400                   | R400.00 | R8 960 000.00 |
| 2.35                                  | Draughtsman/CAD Operator                                                                                                                              | Hour | 22 400                 | R525.00 | R4 882 500.00 |
| 2.36                                  | Document Controller/Administrator                                                                                                                     | Hour | 9300                   | R485.00 | R4 510 500.00 |
| 2.37                                  | Financial Controller/Administrator                                                                                                                    | Hour | 9100                   | R0.00   | R0.00         |
| <b>TOTAL OF ITEM No. 2 TO SUMMARY</b> |                                                                                                                                                       |      | <b>R142 811 500.00</b> |         |               |

### 3: ADDITIONAL SERVICES

| Item No. | Activity Description                                                                                                                                                               | Unit  | Quantity (Estimated) | Rate        | Amount R c     |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------|-------------|----------------|
| 3.1      | Liaise & Co-ordinate with existing PSP                                                                                                                                             | Sum   | 1                    | R0.00       | R0.00          |
|          | Provide a level 3 construction monitoring service consisting of the following team:                                                                                                |       |                      |             |                |
| 3.2      | Chief Resident Engineer (Key Personnel)                                                                                                                                            | Month | 46                   | R184 800.00 | R8 500 800.00  |
| 3.3      | Resident Engineer 1 (Civil)                                                                                                                                                        | Month | 46                   | R158 400.00 | R7 286 400.00  |
| 3.4      | Resident Engineer 2 (Civil)                                                                                                                                                        | Month | 92                   | R102 080.00 | R9 391 360.00  |
| 3.5      | Assistant Resident Engineers (x4) (Civil)                                                                                                                                          | Month | 180                  | R92 400.00  | R16 632 000.00 |
| 3.6      | Resident Engineer (Mech)                                                                                                                                                           | Month | 24                   | R188 320.00 | R4 519 680.00  |
| 3.7      | Assistant Resident Engineers (x3) (Mech)                                                                                                                                           | Month | 72                   | R85 360.00  | R6 145 920.00  |
| 3.8      | Resident Engineer (Electrical)                                                                                                                                                     | Month | 24                   | R183 040.00 | R4 392 960.00  |
| 3.9      | Assistant Resident Engineers (x3) (Electrical & Electronic)                                                                                                                        | Month | 50                   | R92 400.00  | R4 620 000.00  |
| 3.10     | Construction Health and Safety Agent (Act as Employers Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014). | Month | 45                   | R7 650.00   | R344 250.00    |
| 3.11     | Additional Health and Safety Services with the Employer's Approval                                                                                                                 | Hour  | 800                  | R350.00     | R280 000.00    |
| 3.12     | Provide an Environmental Control Officer (ECO) as described in the Scope of Work                                                                                                   | Month | 44                   | R4 462.50   | R196 350.00    |
| 3.13     | Registered Environmental Assessment Practitioner                                                                                                                                   | Hour  | 700                  | R500.00     | R350 000.00    |
| 3.14     | Environmental Assessment Practitioner Assistant                                                                                                                                    | Hour  | 700                  | R400.00     | R280 000.00    |

| Item No.                              | Activity Description                                                                                         | Unit            | Quantity (Estimated)  | Rate        | Amount R c    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|-------------|---------------|
| 3.15                                  | Public Participation Practitioner                                                                            | Hour            | 250                   | R480.00     | R120 000.00   |
| 3.16                                  | Biodiversity Offset Specialist                                                                               | Hour            | 300                   | R850.00     | R255 000.00   |
| 3.17                                  | Water Use authorisation Specialist                                                                           | Hour            | 150                   | R0.00       | R0.00         |
| 3.18                                  | Aquatic Specialist                                                                                           | Hour            | 100                   | R0.00       | R0.00         |
| 3.19                                  | Geotechnical Specialist                                                                                      | Hour            | 2800                  | R1 420.00   | R3 976 000.00 |
| 3.20                                  | Hazardous Substances Management specialist (Major Hazardous Installations, working with hazardous materials) | Hour            | 560                   | R750.00     | R420 000.00   |
| 3.21                                  | Land Surveyor                                                                                                | Hour            | 220                   | R480.00     | R105 600.00   |
| 3.22                                  | Laboratory Testing and Analyses                                                                              | Provisional Sum | 1                     | R250 000.00 | R250 000.00   |
| 3.23                                  | Profit Mark up and Overhead on Item 3.22                                                                     | %               |                       | R0.00       | R0.00         |
| 3.24                                  | Additional services beyond the Scope of Normal Services at the Employer's Approval                           | Hour            | 1700                  | R0.00       | R0.00         |
| 3.25                                  | Applying for wayleave conditions and approvals from all services authorities                                 | Sum             | 1                     | R0.00       | R0.00         |
| 3.26                                  | Services related to preferential procurement and targeted participation                                      | Sum             | 1                     | R0.00       | R0.00         |
| 3.27                                  | Factory Acceptance Tests and Inspections                                                                     | Provisional Sum | 1                     | R250 000.00 | R250 000.00   |
| 3.28                                  | Profit Mark up and Overhead on Item 3.27                                                                     | %               |                       | R0.00       | R0.00         |
| <b>TOTAL OF ITEM No. 3 TO SUMMARY</b> |                                                                                                              |                 | <b>R68 316 320.00</b> |             |               |

#### 4: RECOVERABLE EXPENSES (DISBURSEMENTS) – ALL DISCIPLINES

| Item No. | Description                                                             | Unit | Quantity (Estimated) | Rate   | Amount R c |
|----------|-------------------------------------------------------------------------|------|----------------------|--------|------------|
|          | Recoverable expenses in respect of printing/copying as specified below: |      |                      |        |            |
| 4.1      | Printing: size A0 (monochrome),                                         | No.  | 1000                 | R50.00 | R50 000.00 |
| 4.2      | Printing: size A1 (monochrome),                                         | No.  | 1000                 | R38.00 | R38 000.00 |
| 4.3      | Printing: size A2 (monochrome),                                         | No.  | 1000                 | R27.00 | R27 000.00 |
| 4.4      | Printing: size A3 (monochrome),                                         | No.  | 1000                 | R0.95  | R950.00    |
| 4.5      | Printing/copying: size A4 (monochrome),                                 | No.  | 5000                 | R0.85  | R4 250.00  |
| 4.6      | Printing: size A0 (colour),                                             | No.  | 1000                 | R77.00 | R77 000.00 |
| 4.7      | Printing: size A1 (colour),                                             | No.  | 1000                 | R61.00 | R61 000.00 |
| 4.8      | Printing: size A2 (colour),                                             | No.  | 1000                 | R45.00 | R45 000.00 |
| 4.9      | Printing: size A3 (colour),                                             | No.  | 1000                 | R6.00  | R6 000.00  |
| 4.10     | Printing/copying: size A4 (colour),                                     | No.  | 5000                 | R1.30  | R6 500.00  |



| Item No.                              | Description                                                                                                                | Unit  | Quantity<br>(Estimated) | Rate          | Amount<br>R c |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------|-------------------------|---------------|---------------|
| 4.11                                  | Recoverable expenses for Information Management System                                                                     | Month | 56                      | R6 075.00     | R340 200.00   |
| 4.12                                  | Compilation and binding of reports/tender documents, books of drawings.                                                    | No.   | 50                      | R11.00        | R550.00       |
| 4.13                                  | Electronic Data provided on USB Memory Stick (128GB)                                                                       | No.   | 5                       | R45.00        | R225.00       |
| 4.14                                  | Cost of accommodating and supervising up to two City employees with Service Provider to gain design and on-site experience | Month | 12                      | R5 000.00     | R60 000.00    |
| 4.15                                  | Recoverable expenses in respect of travelling.                                                                             | Sum   | 1                       | R2 427 744.00 | R2 427 744.00 |
| <b>TOTAL OF ITEM No. 4 TO SUMMARY</b> |                                                                                                                            |       | <b>R3 144 419.00</b>    |               |               |

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**SUMMARY OF ACTIVITY SCHEDULE**

|                        |                 |
|------------------------|-----------------|
| A: TOTAL OF ITEM No. 1 | R 0.00          |
| B: TOTAL OF ITEM No. 2 | R142 811 500.00 |
| C: TOTAL OF ITEM No. 3 | R68 316 320.00  |
| D: TOTAL OF ITEM No. 4 | R3 144 419.00   |

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|                       |                 |
|-----------------------|-----------------|
| E: SUB-TOTAL (A TO D) | R214 272 239.00 |
|-----------------------|-----------------|

**F: CONTINGENCIES**

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required

R21 427 223.90

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G: TOTAL INCLUDING CONTINGENCIES

R235 699 462.90

H: VALUE ADDED TAX

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

R35 354 919.44

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

**R271 054 382.34**

**DECLARATION (In respect of completeness of Tender)**

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

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

  
SIGNATURE OF TENDERER/S

07 AUGUST 2026  
DATE

**Part C3: Scope of Work**

**Pages**

**C3.1 Scope of Work .....**

**C3.2 Annexes.....**





CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

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

## C3.1 Scope of Work

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### 1. INTRODUCTION

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

The works receives primarily domestic wastewater and has a documented hydraulic capacity of approximately 48 M<sup>3</sup>/d average dry weather flow (ADWF). The treated effluent from the plant is discharged into the Eerste River and a small portion is also recycled for both off-site and on-site use. Due to the sustained population growth and development in the False Bay region, a shortfall in treatment capacity has been experienced. In addition, the Macassar WWTW is also experiencing several operational problems which have impacted the effluent quality discharged into the Eerste River.

The treatment processes comprise two activated sludge process modules (ASP) and although the existing Works has a documented design capacity of 48 M<sup>3</sup>/d, there are several process unit constraints limiting the actual treatment capacity to 21.5 M<sup>3</sup>/d based on modelling work undertaken in 2022. The existing treatment process is not capable of meeting the existing Water Use License requirements. Majority of the civil infrastructure has reached the end of its life expectancy, and the mechanical and electrical equipment is in poor condition or has exceeded its life expectancy, it was not deemed feasible to refurbish or repurpose the majority of the existing Macassar WWTW infrastructure.

Following an Environmental Impact Assessment process, authority was granted on 7 July 2016 by the Department of Environmental Affairs and Development Planning (DEADP) for the upgrading of the Works to an extended treatment capacity of 80M<sup>3</sup>/d ADWF. However, due to the time that passed since the approval in 2016, a new design was undertaken where alternative technology options were identified which will enable the works to run more efficiently and improve the quality of the effluent being discharged to the estuary. The extent of the new design triggered additional listed activities which requires environmental authorisation. A Basic Assessment is therefore required for the authorisation of new listed activities and for the amendment of the existing environmental authorisation to reflect the proposed project design changes.

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

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

## 2. BACKGROUND

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

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

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

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

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

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

### 3. EMPLOYER'S OBJECTIVE

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

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

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

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

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

The appointed PSP must have the skills, track record, experience and capacity to undertake this project. Due to the nature of this tender, the appointed PSP will have to administer the existing construction contracts, as well as his/her sub-consultant appointment such as Health and Safety, Environmental (including Biodiversity), architectural, landscaping architectural services, etc which will form part of the appointed PSP's scope of services. The appointed PSP will be required to manage contracts documentation, arranging other professional services, permit application if required, contracts administration, supervision of construction, environmental control, acting as the employer's safety agent in respect of the Occupational Health and Safety Act, and other work generally associated with the 80 M<sup>3</sup>/day design capacity expansion and upgrade of the Macassar WWTW.

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

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

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

- a) Upgrade and extension of the existing plant in terms of Civil, Mechanical and Electrical works:
- New inlet works and a primary sludge handling facilities will be constructed, to accommodate the total incoming flow (ADWF of 80 M<sup>3</sup>/d and associated PWWF of 360 M<sup>3</sup>/d).
  - Primary Settling Tank Splitter: A new 6-way primary settlement tank splitter to split the flow to four new primary settling tanks.
  - Primary Settling Tanks (PSTs): Four (4) 32.0m PSTs with a sloped bottom floor will be built and equipped for 80 M<sup>3</sup>/d.
  - Reactor Flow Splitter: A new 6-way reactor flow splitter to split the flow to two (2) new biological reactor modules.
  - Biological Reactors: Two (2) new reactor modules with Four (4) reactors will be built for 80 M<sup>3</sup>/d, with the UCT process as the base configuration with the option to switch to a Modified Ludzack-Ettinger (MLE) process.
  - Offline Balancing Tank: Modifying the existing biological reactor into an offline balancing tank.
  - Secondary Settling Tanks Distribution/Mixing Chamber: A new distribution/mixing chamber which collects the mixed liquor from the reactor modules and splits the flow to the secondary settling tank splitters.
  - Secondary Settling Tanks Splitter: Two (2) new 6-way secondary settling tank splitters to split the flow into new secondary settling tanks.
  - Secondary Settling Tanks (SSTs): Twelve (12) new 34.0m diameter secondary settlement tanks with sloped bottom floors.
  - Effluent Channels: Will comprise of an outlet channel to collect the treated effluent from the SST's and direct the flow into the disinfection system.
  - Disinfection: A hybrid system of gas chlorination and UV disinfection. An open channel UV system and a Chlorine Contact Tank will be built and equipped for 80 M<sup>3</sup>/d.
  - Primary Sludge Screening Facility: New primary sludge screening facilities will be constructed, to accommodate the total incoming flow (ADWF of 80 M<sup>3</sup>/d).
  - Gravity Thickeners: Primary sludge will be treated through thickening in two (2) new 13.5m diameter gravity thickeners.
  - Anaerobic Digesters: Two (2) new 21 m diameter mesophilic anaerobic digesters.
  - Waste Activated Sludge (WAS) Holding Tanks: Four (4) new WAS holding tanks to store wasted sludge.
  - Primary Sludge (PS) Holding Tanks: Two (2) new PS holding tanks to store primary sludge.
  - Dewatering Building: PS and the WAS will be thickened on linear screens and dewatered via belt presses, building will be designed and equipped for 80 M<sup>3</sup>/d.
  - Sludge Silos: Four (4) sludge silos to store the primary and secondary sludge cake before disposal off site.
  - Gas Holding Tanks: Two (2) new 24.0m diameter gas storage tanks, with gas cleaning facility.
  - Ancillary Structures: The construction of small concrete structures including flow diversion, flow division, flow measurement, collection chambers and outlet structures.
  - Pump Stations: Main Sludge Transfer Pump Station, Return Flow Pump Station, Return Activated Sludge Pump Station, Treated Sewage Effluent Pump Station and Service Water Pumpstation.
  - Buildings: Blower and Electrical Building, Boiler House, Chlorination Building, MV Intake Substation Combined Heat and Power Building, Weighbridge, Process Operations Building, Workshop and Stores Building, Guard House, Security Hut and various electrical buildings.
  - Interconnecting Pipework: The interconnecting pipework associated with directing flow through the new structures and connecting to the existing structures. It will also include the pipelines which will serve as overflow or emergency bypass pipelines.
  - Roadworks: Main access road (tarred), internal roads (paved and gravel) and public road to beach (gravel).
  - Stormwater Drainage: New stormwater drainage systems that includes pipes, channels, inlet catchments and head walls to direct surface water off site.
  - Networks: New on-site potable, sewage and service water reticulation networks, amongst others.
- b) General project requirements:
- Address all process bottlenecks and capacity constraints.



- Processes and peak factors shall be suitable for local conditions and the current as well as future wastewater characteristics.
- All designs must consider and incorporate energy efficient measures.
- The facility must meet all applicable regulations and appropriate current and future standards as determined by DWS, including standards for effluent reuse for unlimited irrigation and industrial reuse.

c) Design

- Status Quo and Design Review Report of findings, conclusions and recommendations, etc.
- Presentation and meeting/s with existing PSP and CCT representatives regarding the report findings and recommendations.
- Review of existing design drawings, design reports, specifications, tender/contract documents, construction information planning, data storage and information management, etc.
- Design Review of and finalising Civil Design of the work undertaken by previous PSP and any optimisation of the Civil Design, which includes but is not limited to the following:
  - The review, updating and finalising of the Hydraulic Design
  - The review, updating and finalising of the Civil Design of the process units and buildings which hosts mechanical and electrical equipment.
  - The structural design and production of steel and reinforcing drawings based on final Civil Design of process units and buildings.
  - Preparation of additional Civil Designs which may be required/necessary for adequate construction, completion and defects correction of the Works.
- Increase reliability, ease of operation and maintenance scope by including standby, bypass and isolation equipment and capacity.
- Complete architectural design for required buildings including facilitation of Stage 5 and 6 of the architect's scope
- Complete landscape design for the overall works in terms of Stages 1-4
- Review and verification of Mechanical design (by the PSP, i.e. tender documents and previous design reports), including consideration of output of HAZOP and HAZAC on the design
- Review and verification of Electrical and Electrotonic design (by the PSP, i.e. tender documents and previous design reports), including consideration of output of HAZOP and HAZAC on the design.

d) Construction

- Site Monitoring Review and Handover:
  - Review of current site monitoring record keeping functions, procedures, records, etc;
  - Handover requirements and procedure for seamless impact on construction activities.
  - Site Monitoring Review and Handover Report of findings, conclusions and recommendations, etc.
  - Presentation and meeting/s with existing PSP and CCT representatives regarding the report findings and recommendations.
- Facilitation of the Hazard and Operability (HAZOP) Workshop and Hazardous Impact (HAZAC) Assessment.
- Review and verification of Mechanical and Electrical design including consideration of output of HAZOP and HAZAC on the design
- Administer, manage project and supervise the construction of the project (Civil and M&E Contracts).
- Define occupational health and safety roles, responsibilities and accountability between Operations, Civil contractor and Mechanical & Electrical contractor.
- Appoint an Environmental Control Officer to ensure compliance with the environmental authorisation during construction.
- Appoint a Health and Safety Agent Officer to ensure compliance with the OHS Act during construction.

e) Other

- Administer the provisions of the OHS Act through an independent Health and Safety Officer, as well as the Environmental Authorisation.
- All ancillary work associated with the design and construction activities such as applications for way leaves, approvals, permits, etc.

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

#### 4. DETAILS OF CONSTRUCTION WORKS

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

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

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

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

#### 5. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

##### 5.1 Engineering Services

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

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

#### **5.1.1 Normal Services**

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

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

##### **5.1.1.1 Stage 1 – Inception**

Not required as part of this tender.

##### **5.1.1.2 Stage 2 – Concept and Viability**

Not required as part of this tender.

##### **5.1.1.3 Stage 3 – Design Development**

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

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

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

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

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

Contract

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C3.1

Part C3: Scope of Work

Reference No. 266C/2024/25

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

#### 5.1.1.4 Stage 4 – Documentation and Procurement

Not required as part of this tender.

#### 5.1.1.5 Stage 5 – Contract Administration and Inspection

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

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

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

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

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

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

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

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



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

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

#### 5.1.1.6 Stage 6 – Close Out

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

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

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

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

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

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

### **5.1.2 Additional Services**

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

#### **5.1.2.1 Service Enquiries/Wayleave Applications**

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

#### **5.1.2.2 Preferential Procurement and Targeted Participation**

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

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

#### **5.1.2.3 Act as Leader of the Professional Team**

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

#### **5.1.2.4 Construction Monitoring**

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

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

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

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

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

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

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

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

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

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

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

#### **5.1.2.6 Environmental Officer**

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

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

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

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

#### **5.1.2.7 Additional Geotechnical Investigations**

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

#### **5.1.2.8 Sludge Lagoon Sampling**

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

#### **5.1.2.9 Stage Gates**

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

## **5.2 Architectural Services**

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

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

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

## **5.3 Landscape Architectural Services**

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

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

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

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

## **5.5 Hazard Impact Assessment**

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

## **5.6 Administration of Biodiversity Offset**

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

## **5.7 Funding Applications Support**

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



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

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

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

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

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

## 5.6 Skills Transfer

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

For more information, please go to the following link:

[capetown.gov.za/City-Connect/Find-a-job-or-develop-skills/Internships/Apply-for-a-graduate-internship](http://capetown.gov.za/City-Connect/Find-a-job-or-develop-skills/Internships/Apply-for-a-graduate-internship)

## 6. EXTENT OF THE SERVICES

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

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

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

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

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

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

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

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

## **7. USE OF REASONABLE SKILL AND CARE**

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

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

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

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

## **8. GENERAL**

### **8.1 Time Frames/Milestones**

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

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

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

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

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

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

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

### **8.2 Places for the Performance of Specific Tasks**

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

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

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

### 8.3 Reporting Requirements

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

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

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

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

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

## 9. REFERENCE DATA

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

## 10. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

## 11. APPROVALS

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

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

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

## 12. PROCUREMENT

### 12.1 Preferential Procurement

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

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



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

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

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

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

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

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

#### **12.3 Sub-contracting procedures**

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

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

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

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

#### **12.4 Forms for contract administration**

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

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

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

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

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

### **13. FORMAT OF COMMUNICATION**

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



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

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

#### 14. PERSONNEL REQUIRED

##### 14.1 KEY PERSONNEL

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

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

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

#### 14.2 OTHER PERSONNEL

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

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

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

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

#### 14.3 ADDITIONAL PERSONNEL

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

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

Refer to Clause 10 of Part C2.1 Pricing Assumptions

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

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

**Construction Site Monitoring Team Required:**

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

**Additional Services Required:**

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



- **Environmental Assessment Practitioner Assistant**  
Minimum of NQF6 working towards registration as an Environmental Assessment Practitioner as established by the Environmental Assessment Practitioners Association of South Africa (EAPASA) who has at least 3 years' verifiable post graduate experience
- **Environmental Control Officer (ECO)**  
Relevant tertiary qualification and at least 3 years' verifiable environmental experience of all works related to all types of construction works at Wastewater Treatment Plants
- **Public Participation Practitioner (can be sub-contracted)**  
Minimum of NQF4 and 3 years' experience in public participation processes related to the water and wastewater industry.
- **Geotechnical Specialist (can be sub-contracted)**  
Minimum of post-graduate qualification in geotechnical engineering, professionally registered and 5 years' post-graduate experience.
- **Water Use Specialist**  
The required personnel must be appropriately qualified and professional registered in the applicable field and have at least 8 (eight) years proven experience in the specialist field.
- **Aquatic Specialist**  
Who is a registered professional with the South African Council of Natural Scientific Professions (SACNASP or other proven equivalent registration) with at least 8 (eight) years verifiable postgraduate experience in this specialist field and specifically providing aquatic advisory services and undertaking all work necessary to acquire the authorisations (including General Authorisations or Water Use Licenses) or permits required in terms of the National Water Act No. 36 of 1998 and Water Services Act no. 108 of 1997.
- **Biodiversity Offset Specialist**  
A suitably qualified Environmental Practitioner who is professionally registered with South African Council for Natural Scientific Professions (SACNASP) with 10 years verifiable post graduate experience in undertaking Biodiversity Offsets.
- **Topographical/Land Surveyor**  
Who is a qualified and professionally registered with the South African Geomatics Council (SAGC) and who has a minimum of 5 (five) years verifiable post graduate experience in undertaking land surveys/measurements using a variety of specialist technical equipment (including theodolites, laser alignment devices, satellite positioning systems etc.), analysing data using plans, maps, charts and computer applications such as CAD and GIS.
- **Hazardous Substances Management Specialist**  
Who is a qualified and with experience in handling, storing, and dangerous materials installations ensuring safety and compliance with legislation.

## 15. MANAGEMENT MEETINGS

### 15.1 Management Meetings

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

## **15.2 Community/Stakeholder Meetings**

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

## **15.3 Supply Chain Management (SCM) Committee Meetings**

Not applicable to this tender.

## **15.4 Site/Technical Meetings**

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

## **15.5 Ad-hoc Meetings**

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

## **15.6 Project Steering Committee Meetings**

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

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

## **15.6 General**

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

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

## **16. CLAIMS FOR PAYMENT**

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

## **17. EMPLOYER'S RIGHT TO RECOVER COSTS**

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

## **18. NON-PERFORMANCE**

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

## **WATER AND SANITATION**

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### **C3.2 Annexes**

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: \_\_\_\_\_

CONTRACTOR (SERVICE PROVIDER): \_\_\_\_\_

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

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

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

|                                                  |                                 |   |
|--------------------------------------------------|---------------------------------|---|
| <sup>1</sup> Documentary evidence to be provided | Total:                          | R |
|                                                  | Expressed as a percentage of P* | % |

Signatures

Declared by Contractor (Service Provider) to be true and correct: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by Employer's Representative: \_\_\_\_\_ Date: \_\_\_\_\_



ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: \_\_\_\_\_

CONTRACTOR (SERVICE PROVIDER): \_\_\_\_\_

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. ....

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

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

<sup>1</sup>Documentary evidence to be provided

Signatures

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

Date: \_\_\_\_\_

Verified by Employer's Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## **Part C4: Site Information**

### **Pages**

|             |                                           |
|-------------|-------------------------------------------|
| <b>C4.1</b> | <b>Location Map.....</b>                  |
| <b>C4.2</b> | <b>Employer Provided Information.....</b> |

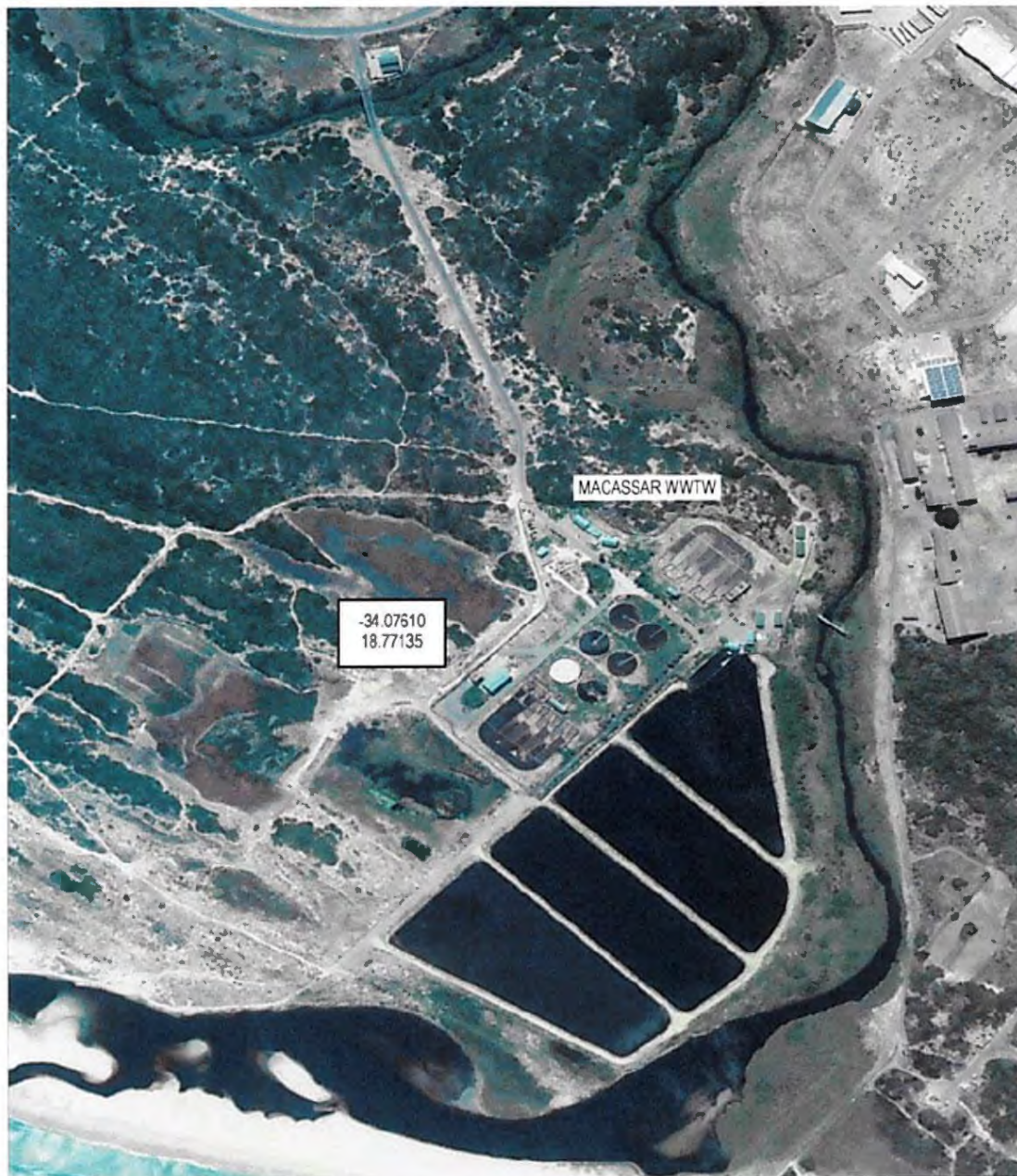
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## C4.1 Location Map



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## C4.2 Employer Provided information

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



## **Part C5: Returnable Documents**

### **Pages**

|             |                                           |
|-------------|-------------------------------------------|
| <b>C5.1</b> | <b>List of Returnable Documents .....</b> |
| <b>C5.2</b> | <b>Returnable Schedules .....</b>         |

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## C5.1 List of Returnable Documents

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

### Returnable Schedules that will be incorporated into the Contract

|                                                                                            | Pages |
|--------------------------------------------------------------------------------------------|-------|
| 1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....                                                |       |
| 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....                                   |       |
| 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES .....                                       |       |
| 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ( <u>MBD 8</u> ).....  |       |
| 5: DECLARATION OF INTEREST – STATE EMPLOYEES ( <u>MBD 4</u> ).....                         |       |
| 6: DECLARATION OF INTEREST.....                                                            |       |
| 7: <u>AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT</u> .....         |       |
| 8: DECLARATION IN RESPECT OF <u>COMPLIANCE WITH LABOUR LEGISLATION</u> .....               |       |
| 9: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION .....                                |       |
| 10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE .....                                 |       |
| 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER .....                                          |       |
| 12: KEY STAFF .....                                                                        |       |
| 13: SCHEDULE OF SUPPORT RESOURCES (FOR INFORMATION ONLY).....                              |       |
| 14: PROFESSIONAL INDEMNITY INSURANCE .....                                                 |       |
| 15: FUNCTIONALITY CRITERIA .....                                                           |       |
| 16: PROPOSED WORK PLAN .....                                                               |       |
| 17: CONFIRMATION OF TENDERER REGISTRATION / <u>ACCREDITATION</u> .....                     |       |
| 18: OTHER CRITERIA .....                                                                   |       |
| 19: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF) .....                                        |       |
| 20: SCHEDULE OF SUBCONTRACTORS .....                                                       |       |
| 21: DEVIATIONS AND QUALIFICATIONS BY TENDERER .....                                        |       |
| 22: RECORD OF ADDENDA TO TENDER DOCUMENTS .....                                            |       |
| 23: PRICE BASIS FOR IMPORTED RESOURCES .....                                               |       |
| 24: PREFERENCE SCHEDULE (where preferences are granted in respect of specific goal(s)) ... |       |
| 25: APPEAL APPLICATION (ANNEXURE B).....                                                   |       |
| 26: INFORMATION TO BE PROVIDED WITH THE TENDER .....                                       |       |

### Other documents required for tender evaluation purposes

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

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## **C5.2 Returnable Schedules**



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**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: Zubari (Pty) Ltd

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: cidb registration number, if any: [REDACTED]

Section 4: Particulars of sole proprietors and partners in partnerships

n/a

\* 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]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☒ Yes ☐ No  
If yes, enclose proof see returnable schedule

Is tenderer a foreign based supplier for the Goods / Services / Works offered? ☐ Yes ☒ No  
If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No

d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No

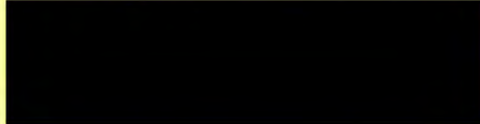
e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No



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

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

**SIGNED ON BEHALF OF TENDERER:**





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**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

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

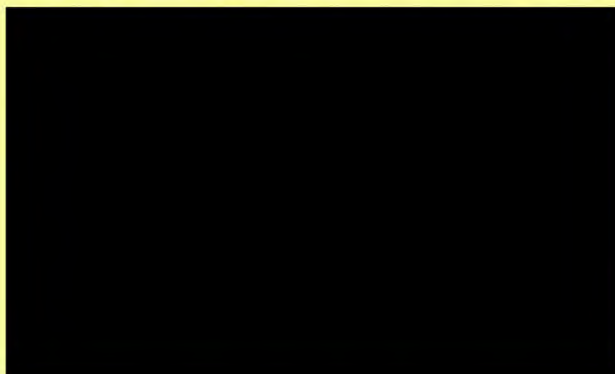
I certify, on behalf of: Zutari (Pty) Ltd that:  
(Name of Tenderer)

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

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



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

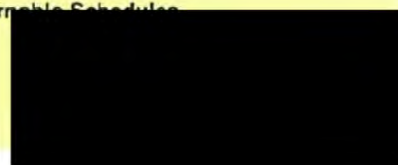


25 June 2025

.....  
Date

Client Director

.....  
Position



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**SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED<br>SIGNATORY                    |
|--------------|---------|-------------------------------------------------|
| Lead partner |         | Signature.....<br>Name.....<br>Designation..... |
|              | n/a     | Signature.....<br>Name.....<br>Designation..... |
|              |         | Signature.....<br>Name.....<br>Designation..... |
|              |         | Signature.....<br>Name.....<br>Designation..... |

**Note :**

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



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

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

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                             | No                                        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------|
| 2.1   | Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page. | Yes<br><input type="checkbox"/> | No<br><input checked="" type="checkbox"/> |
| 21.1  | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                           |
| 2.2   | Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004?<br>The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><input checked="" type="checkbox"/> |
| 2.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                           |
| 2.3   | Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input checked="" type="checkbox"/> |
| 2.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                           |
| 2.4   | Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input checked="" type="checkbox"/> |
| 2.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                           |
| 2.5   | Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes<br><input type="checkbox"/> | No<br><input checked="" type="checkbox"/> |
| 2.5.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                           |

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancelling \_\_\_\_\_, I shall be taken against me should this declaration prove to be false.

Signature

Position

Date

Name of Tenderer/Contractor



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

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



3.10.1 If yes, furnish particulars. n/a

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

3.11.1 If yes, furnish particulars n/a

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

3.12.1 If yes, furnish particulars... Although we have indicated NO, please refer to our declaration, found in returnable schedule

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

3.13.1 If yes, furnish particulars. Please refer to our declaration, found in returnable schedule

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

3.14.1 If yes, furnish particulars: Although we have nothing to declare regarding Zutari's Board of Directors interest in other companies, we have disclosed these interest, found in returnable schedule.

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

3.15.1 If yes, furnish particulars n/a

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

3.16.1 If yes, furnish particulars n/a

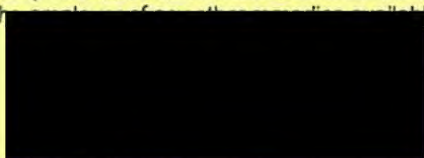
4. Full details of directors / trustees / members / shareholders.

| Full Name                                                      | Identity Number | State Employee Number |
|----------------------------------------------------------------|-----------------|-----------------------|
| Please refer to the attached list of Board of Directors,       |                 |                       |
| our organisational structure, detailing our ownership, as well |                 |                       |
| as the list of beneficiaries of the Zutari Ownership           |                 |                       |
| Trust (the ultimate beneficiaries)                             |                 |                       |
|                                                                |                 |                       |



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

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



25 June 2015

Date

Name (PRINT)

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

**\*MSCM Regulations: "in the service of the state" means to be –**

**(a) a member of –**

- (i) any municipal council;**
- (ii) any provincial legislature; or**
- (iii) the national Assembly or the national Council of provinces;**

**(b) a member of the board of directors of any municipal entity;**

**(c) an official of any municipality or municipal entity;**

**(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**

**(e) an executive member of the accounting authority of any national or provincial public entity; or**

**(f) an employee of Parliament or a provincial legislature.**

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



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**SCHEDULE 6: CONFLICT OF INTEREST**

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

|     |  |    |   |
|-----|--|----|---|
| YES |  | NO | X |
|-----|--|----|---|

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

|     |
|-----|
| n/a |
|     |
|     |
|     |

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

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

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

|     |  |    |   |
|-----|--|----|---|
| YES |  | NO | X |
|-----|--|----|---|

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

|     |
|-----|
| n/a |
|     |
|     |
|     |

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

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

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

25 June 2025

Date

On behalf of the tenderer (duly authorised)



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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: Zubair (Pty) Ltd  
(Name of tenderer)

The tenderer:

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

e) Physical Business address of the Tenderer

Municipal Account number(s)

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

| Name of Director / Member / Partner     | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) |
|-----------------------------------------|-----------------|-------------------------------------------------------------|-----------------------------|
| Please refer to our returnable schedule |                 |                                                             |                             |
|                                         |                 |                                                             |                             |
|                                         |                 |                                                             |                             |
|                                         |                 |                                                             |                             |
|                                         |                 |                                                             |                             |
|                                         |                 |                                                             |                             |

25 June 2025

Date

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WASTEWATER TREATMENT WORKS

**SCHEDULE 8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION**

**Declaration in respect of labour legislation**

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

**SIGNED ON BEHALF OF TENDERER:** ..



.....





CITY OF CAPE TOWN

WATER AND SANITATION

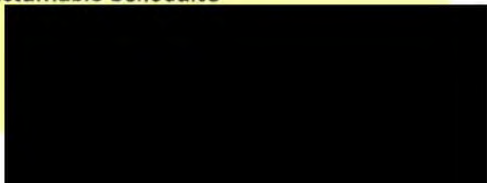
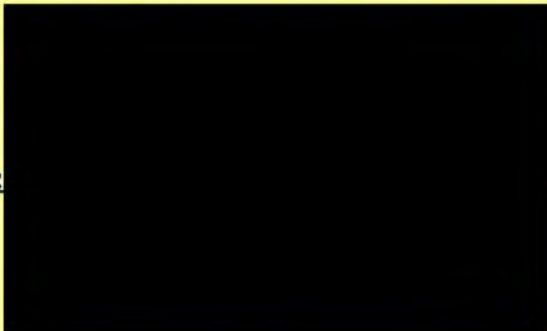
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SCHEDULE 9: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

| CITY OF CAPE TOWN<br>SUPPLIER DATABASE REGISTRATION |                      |                                      |
|-----------------------------------------------------|----------------------|--------------------------------------|
| COMPANY NAME                                        | REGISTERED<br>YES/NO | REGISTRATION NUMBER<br>IF APPLICABLE |
| Zubari (Pty) Ltd                                    | Yes                  |                                      |

SIGNED ON BEHALF OF TENDER





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SCHEDULE 10: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

| CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE |                   |          |                |                 |
|--------------------------------------------------|-------------------|----------|----------------|-----------------|
| TITLE OF PROJECT                                 | VALUE OF CONTRACT | EMPLOYER | DATE COMPLETED | SIMILAR SERVICE |
| Please refer to our returnable schedules         |                   |          |                |                 |

SIGNED ON BEHALF OF TENDERER: .....

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SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

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

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

| WORK EXPERIENCE OF TENDERER             |                   |                                       |                                   |
|-----------------------------------------|-------------------|---------------------------------------|-----------------------------------|
| TITLE AND BRIEF DESCRIPTION OF PROJECT  | VALUE OF CONTRACT | EMPLOYER<br>(include contact details) | DATE COMPLETED<br>(if applicable) |
| Please refer to our returnable schedule |                   |                                       |                                   |

SIGNED ON BEHALF OF TENDERER: 



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**SCHEDULE 12: KEY PERSONNEL**

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

| KEY STAFF                        |           |                    |                                 |                                         |
|----------------------------------|-----------|--------------------|---------------------------------|-----------------------------------------|
| PROJECT LEADER                   |           |                    |                                 |                                         |
| NAME                             | JOB TITLE | QUALIFICATIONS     | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                                  |           |                    |                                 |                                         |
| PROCESS DESIGN ENGINEER          |           |                    |                                 |                                         |
| NAME                             | JOB TITLE | QUALIFICATIO<br>NS | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
| Refer to our returnable schedule |           |                    |                                 |                                         |
| CIVIL ENGINEER                   |           |                    |                                 |                                         |
| NAME                             | JOB TITLE | QUALIFICATIONS     | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                                  |           |                    |                                 |                                         |
| CHIEF/LEAD RESIDENT ENGINEER     |           |                    |                                 |                                         |
| NAME                             | JOB TITLE | QUALIFICATIONS     | REGISTRATIO<br>N<br>NO.         | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                                  |           |                    |                                 |                                         |



| MECHANICAL ENGINEER   |           |                   |                                 |                                         |
|-----------------------|-----------|-------------------|---------------------------------|-----------------------------------------|
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |           |                   |                                 |                                         |
| ELECTRICAL ENGINEER   |           |                   |                                 |                                         |
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |           |                   |                                 |                                         |
| OTHER PERSONNEL       |           |                   |                                 |                                         |
| STRUCTURAL ENGINEER   |           |                   |                                 |                                         |
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       | Refer     | to our returnable | Schedule                        |                                         |
| HYDRAULIC ENGINEER    |           |                   |                                 |                                         |
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |           |                   |                                 |                                         |
| ELECTRONIC ENGINEER   |           |                   |                                 |                                         |
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |           |                   |                                 |                                         |
| RESIDENT ENGINEER (1) |           |                   |                                 |                                         |
| NAME                  | JOB TITLE | QUALIFICATIONS    | ECSA<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |           |                   |                                 |                                         |



| RESIDENT ENGINEER (2) |                         |                |                                   |                                         |
|-----------------------|-------------------------|----------------|-----------------------------------|-----------------------------------------|
| NAME                  | JOB TITLE               | QUALIFICATIONS | ECSA<br>REGISTRATIO<br>N<br>NO.   | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |                         |                |                                   |                                         |
| QUANTITY SURVEYOR     |                         |                |                                   |                                         |
| NAME                  | JOB TITLE               | QUALIFICATIONS | SACQSP<br>REGISTRATIO<br>N<br>NO. | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       | Refer to our returnable |                | schedule                          |                                         |
| ARCHITECT             |                         |                |                                   |                                         |
| NAME                  | JOB TITLE               | QUALIFICATIONS | SACAP<br>REGISTRATIO<br>N<br>NO.  | NO. OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|                       |                         |                |                                   |                                         |

SIGNED ON BEHALF OF TENDERER

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**SCHEDULE 13: SUPPORT RESOURCES (FOR INFORMATION ONLY)**

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

| SOFTWARE PACKAGE/S AVAILABLE FOR USE    |             |                                    |
|-----------------------------------------|-------------|------------------------------------|
| NAME OF PACKAGE                         | DESCRIPTION | CURRENTLY OWNED/ LICENCED OR OTHER |
| Please refer to our returnable schedule |             |                                    |

SIGNED ON BEHALF OF TENDERER



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**SCHEDULE 14: PROFESSIONAL INDEMNITY INSURANCE**

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

| PROFESSIONAL INDEMNITY INSURANCE        |                 |                                   |
|-----------------------------------------|-----------------|-----------------------------------|
| NAME OF INSURED                         | NAME OF INSURER | LIMIT OF INDEMNITY IRO EACH CLAIM |
| Please refer to our returnable schedule |                 |                                   |

SIGNED ON BEHALF OF TENDERER: .....



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**SCHEDULE 15: FUNCTIONALITY CRITERIA**

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

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

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

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

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

**SIGNED ON BEHALF OF TENDERER:** ..... 

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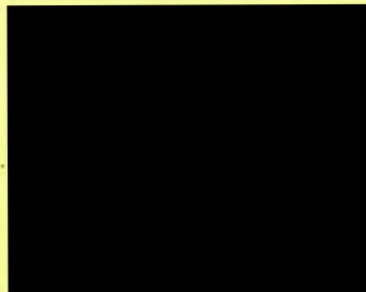
**SCHEDULE 16: PROPOSED WORK PLAN**

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

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

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

**SIGNED ON BEHALF OF TENDERER:** .....



REFER TO THE RETURNABLE SCHEDULE.



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR  
WASTEWATER TREATMENT WORKS

SCHEDULE 17: CONFIRMATION OF REGISTRATION / ACCREDITATION

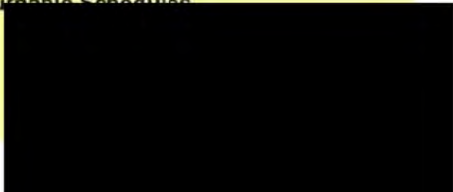
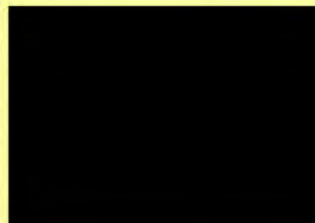
**SANS 9001**

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

Certificate No: .....  .....

Please refer to returnable schedule for  
Certificate

SIGNED ON BEHALF OF TENDERER:





CITY OF CAPE TOWN

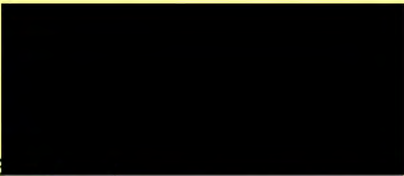
DIRECTORATE: DEPARTMENT

CONTRACT NO. 266C/2024/25

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CLOSE OUT AND ADDITIONAL SERVICES FOR THE UPGRADE AND EXPANSION OF THE MACASSAR  
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SCHEDULE 18: OTHER CRITERIA

Not applicable to this tender.



SIGNED ON BEHALF OF TENDERER .....



## CITY OF CAPE TOWN

## WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

| NAME | TITLE                            | JOB DESCRIPTION     | QUALIFICATIONS | ESTIMATED PERIOD OF ENGAGEMENT (Weeks) |
|------|----------------------------------|---------------------|----------------|----------------------------------------|
|      | Civil Engineer (Category A)      |                     |                |                                        |
|      | Civil Engineer (Category B)      |                     |                |                                        |
|      | Civil Engineer (Category C)      |                     |                |                                        |
|      | Civil Engineer (Category D)      | Refer to returnable | Schedule       |                                        |
|      | Mechanical Engineer (Category A) |                     |                |                                        |
|      | Mechanical Engineer (Category A) |                     |                |                                        |
|      | Mechanical Engineer (Category B) |                     |                |                                        |
|      | Mechanical Engineer (Category C) |                     |                |                                        |
|      | Mechanical Engineer (Category D) |                     |                |                                        |
|      | Electrical Engineer (Category A) |                     |                |                                        |
|      | Electrical Engineer (Category B) |                     |                |                                        |



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



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



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

**SIGNED ON BEHALF OF TENDERER:**

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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**SCHEDULE 20: SCHEDULE OF SUB-CONTRACTORS**

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

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

| SUB-CONTRACTORS                          |                                                        |                                |
|------------------------------------------|--------------------------------------------------------|--------------------------------|
| Sub-contractor's name                    | Work activities to be undertaken by the Sub-contractor | Estimated value of work (Rand) |
| Please refer to our returnable schedules |                                                        |                                |

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

**SIGNED ON BEHALF OF TENDERER:** .....



CITY OF CAPE TOWN

WATER AND SANITATION

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**SCHEDULE 21: DEVIATIONS AND QUALIFICATIONS BY TENDERER**

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

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

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

| PAGE | CLAUSE OR ITEM | DEVIATION OR QUALIFICATION |
|------|----------------|----------------------------|
|      |                | n/a                        |

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

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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**SCHEDULE 22 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

|                                                                                                                                                                                                       |              |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------|
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: |              |                         |
|                                                                                                                                                                                                       | Date         | Title or Details        |
| 1.                                                                                                                                                                                                    | 17 June 2025 | Notice to Tenderers No1 |
| 2.                                                                                                                                                                                                    | 20 June 2025 | Notice to Tenderers No2 |
| 3.                                                                                                                                                                                                    | 25 June 2025 | Notice to Tenderers No3 |
| 4.                                                                                                                                                                                                    |              |                         |
| 5.                                                                                                                                                                                                    |              |                         |
| 6.                                                                                                                                                                                                    |              |                         |
| 7.                                                                                                                                                                                                    |              |                         |
| 8.                                                                                                                                                                                                    |              |                         |
| 9.                                                                                                                                                                                                    |              |                         |
| 10.                                                                                                                                                                                                   |              |                         |

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDER



CITY OF CAPE TOWN

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**SCHEDULE 23 : PRICE BASIS FOR IMPORTED RESOURCES**

Not applicable to this tender.



**CITY OF CAPE TOWN**

**WATER AND SANITATION**

**CONTRACT NO. 266C/2024/25**

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

**SCHEDULE 24: PREFERENCE SCHEDULE**

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

**Definitions**

The following definitions shall apply to this schedule:

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



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

#### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated<br>(90/10 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(90/10 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Gender                                                      | 3                                                                                       | 0.5                                                                             |
| Race                                                        | 3                                                                                       | 1                                                                               |
| Disability                                                  | 1                                                                                       | 0                                                                               |

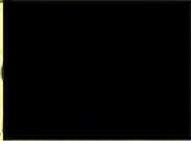


|                                          |   |   |
|------------------------------------------|---|---|
| Promotion of Micro and Small Enterprises | 3 | 3 |
|------------------------------------------|---|---|

DECLARATION WITH REGARD TO COMPANY/FIRM

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



|                   |                                                                                    |
|-------------------|------------------------------------------------------------------------------------|
|                   |   |
|                   | .....<br>SIGNATURE(S) OF TENDERER(S)                                               |
| SURNAME AND NAME: |  |
| DATE:             |                                                                                    |
| ADDRESS:          |                                                                                    |

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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SCHEDULE 25: APPEAL APPLICATION (ANNEXURE B)

| OFFICIAL RECEIPT<br>(Valid only if printed<br>by official cash<br>receiving machine)                                                                                |  | IRISI ESESIKWENI<br>(Isentethweni kuphela<br>xa ishicilelwe<br>ngumatshini wokukhupha<br>irisithi osesikweni.) |  | annexure 'B'<br>AMPELIKE KWITANSI<br>(Geldig alleenlik indien deur<br>amptelike kontantvangs<br>masjien gedruk.) |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|
| <b>GL DATA CAPTURE RECEIPT<br/>(CASHIER TO RETAIN A COPY)</b>                                                                                                       |  |                                                                                                                |  |                                                                                                                  |  |
| SAP GL:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">E 0 1 C C</div>                                                               |  |                                                                                                                |  | RECEIPT NO: _____<br>DATE: _____                                                                                 |  |
| PROFIT CENTRE:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">3 0 5 C 0 0 *</div>                                                    |  |                                                                                                                |  |                                                                                                                  |  |
| NAME/COMPANY NAME:<br><div style="border: 1px solid black; height: 20px; width: 100%;"></div>                                                                       |  |                                                                                                                |  |                                                                                                                  |  |
| AMOUNT:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">R 3 0 0 - 0 0</div>                                                           |  |                                                                                                                |  |                                                                                                                  |  |
| SERVICE DEPARTMENT DETAILS-                                                                                                                                         |  |                                                                                                                |  |                                                                                                                  |  |
| DEPARTMENT: <u>LEGAL SERVICES: APPEALS UNIT</u>                                                                                                                     |  |                                                                                                                |  |                                                                                                                  |  |
| CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE                                                                                                                 |  |                                                                                                                |  |                                                                                                                  |  |
| PHONE NO: 021 400 2503 / 021 400 3789                                                                                                                               |  |                                                                                                                |  |                                                                                                                  |  |
| <hr/>                                                                                                                                                               |  |                                                                                                                |  |                                                                                                                  |  |
| OFFICIAL RECEIPT<br>(Valid only if printed<br>by official cash<br>receiving machine)                                                                                |  | IRISI ESESIKWENI<br>(Isentethweni kuphela<br>xa ishicilelwe<br>ngumatshini wokukhupha<br>irisithi osesikweni.) |  | AMPELIKE KWITANSI<br>(Geldig alleenlik indien deur<br>amptelike kontantvangs<br>masjien gedruk.)                 |  |
| <b>GL DATA CAPTURE RECEIPT<br/>(CASHIER TO RETAIN A COPY)</b>                                                                                                       |  |                                                                                                                |  |                                                                                                                  |  |
| SAP GL:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">E 0 1 C C</div>                                                               |  |                                                                                                                |  | RECEIPT NO: _____<br>DATE: _____                                                                                 |  |
| PROFIT CENTRE:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">3 0 5 C 0 0 *</div>                                                    |  |                                                                                                                |  |                                                                                                                  |  |
| NAME/COMPANY NAME:<br><div style="border: 1px solid black; height: 20px; width: 100%;"></div>                                                                       |  |                                                                                                                |  |                                                                                                                  |  |
| AMOUNT:<br><div style="border: 1px solid black; padding: 2px; display: inline-block;">R 3 0 0 - 0 0</div>                                                           |  |                                                                                                                |  |                                                                                                                  |  |
| SERVICE DEPARTMENT DETAILS-                                                                                                                                         |  |                                                                                                                |  |                                                                                                                  |  |
| DEPARTMENT: <u>LEGAL SERVICES: APPEALS UNIT</u>                                                                                                                     |  |                                                                                                                |  |                                                                                                                  |  |
| CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE                                                                                                                 |  |                                                                                                                |  |                                                                                                                  |  |
| PHONE NO: 021 400 2503 / 021 400 3789                                                                                                                               |  |                                                                                                                |  |                                                                                                                  |  |
| CIVIC CENTRE 12160 LOMBARD BERGEBUSSTRAAT<br>12 HERZOG BOUTE/ARD CAPE TOWN 8001 P.O. BOX 296 CAPE TOWN 8000<br><a href="http://www.cape.gov.za">www.cape.gov.za</a> |  |                                                                                                                |  |                                                                                                                  |  |

Making progress possible. Together.



CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 266C/2024/25

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

SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

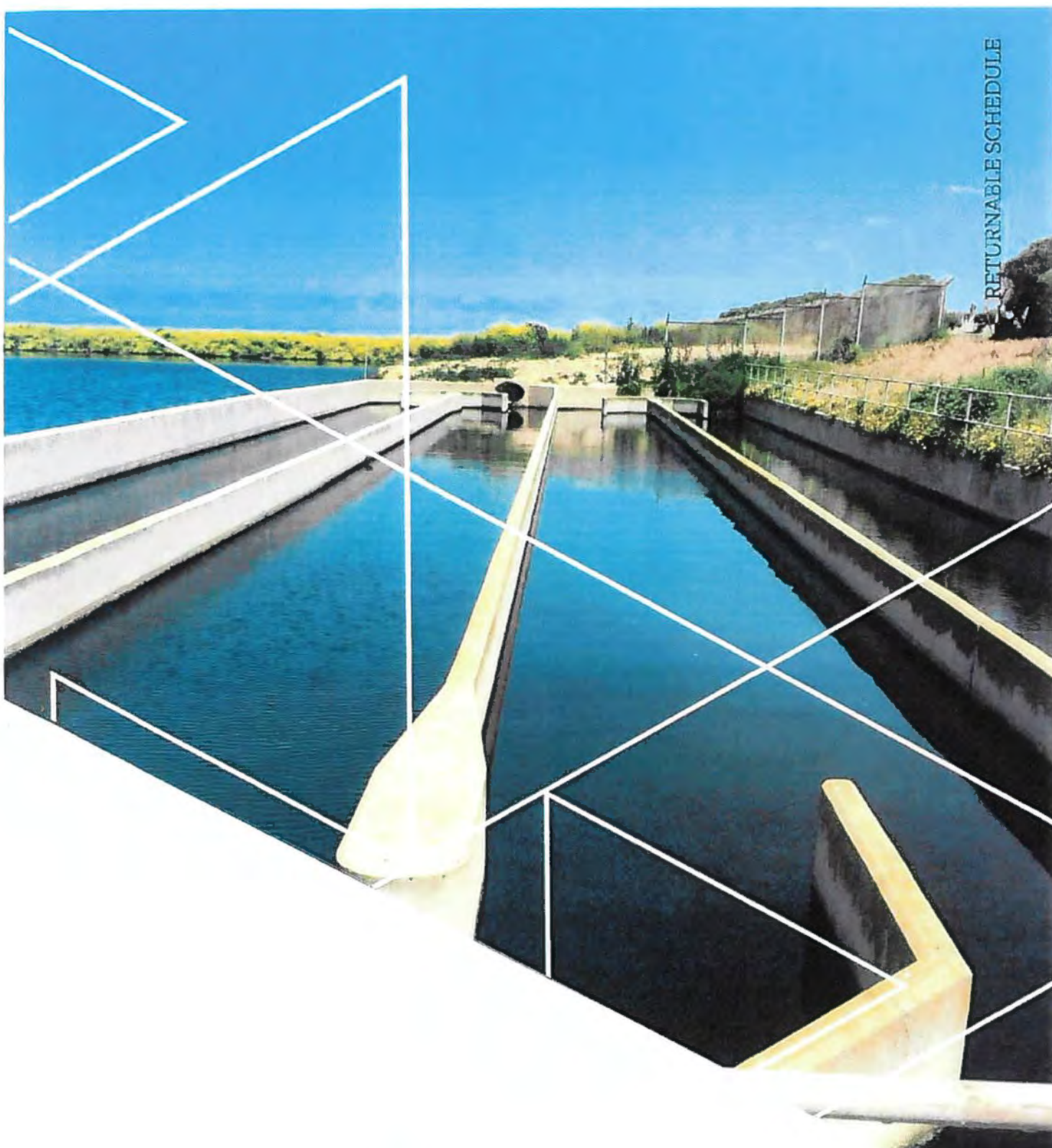
- a. Company organogram
- b. Cashflow forecast

PLEASE REFER TO RETURNABLE  
SCHEDULE.

SIGNED ON BEHALF OF TENDERER:







RETURNABLE SCHEDULE

RETURNABLE SCHEDULE





## RETURNABLE SCHEDULES INDEX

### File 1 of 2 Index (This file)

- ▶ Schedule 1: Compulsory Enterprise Questionnaire
- ▶ Schedule 5: Declaration of Interest – State Employees (MBD 8) Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to CCT
- ▶ Schedule 10: Consultancy Services Provided to Organs of State
- ▶ Schedule 11: Schedule of Work Experience of Tenderer
- ▶
- ▶

### File 2 of 2 Index

- ▶ Schedule 12: Schedule of Support Resources (For Information Only)
- ▶ Schedule 14: Professional Indemnity Insurance Schedule 15: Proposed Work Plan
- ▶ Schedule 17: Confirmation of Tenderer Registration Accreditation Schedule 18: Personnel Schedule (Over than Key Personnel) Schedule 20: Schedule of Subcontractors
- ▶ Schedule 22: Records of Attendance to Tender Documents Schedule 24: Preference Schedule 25: BBBEE Certificates
- ▶ Schedule 26: Information to be Provided with the Tender
- ▶
- ▶
- ▶
- ▶



## Schedule 1:

- Letter of Authority
- Board of Directors Resolution
- Company Registration



30 June 2025

**TO WHOM IT MAY CONCERN**

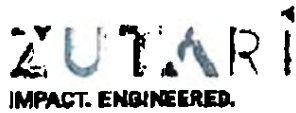
**AUTHORITY FOR SIGNATORY**

It is hereby certified that [REDACTED] in his capacity as Client Director: Water - Africa, is duly authorised, in accordance with Zutari's internal processes and delegated authorities, to sign all documents submitted on behalf of Zutari (Pty) Ltd in respect of the following tender:

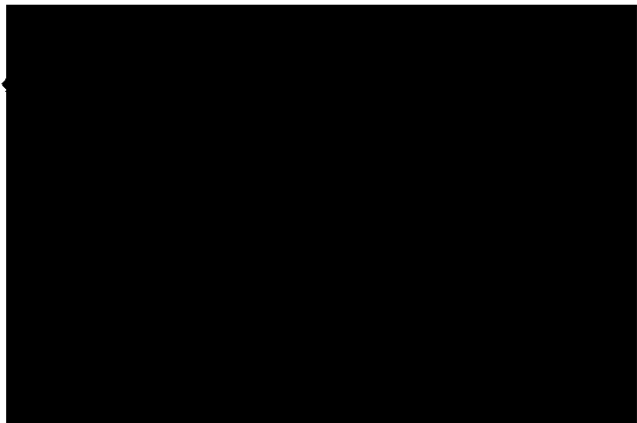
*For the Provision of Professional Services in Respect of Contract Administration and Inspection, Close Out and Additional Services, for the Upgrade and Expansion of the Macassar Wastewater Treatment Works (Tender No.: 266C/2024/25), for City of Cape Town (CoCT).*

Yours sincerely,

[REDACTED]  
[REDACTED]  
**CHIEF OPERATIONS OFFICER**



TO



27 February 2025

TO WHOM IT MAY CONCERN

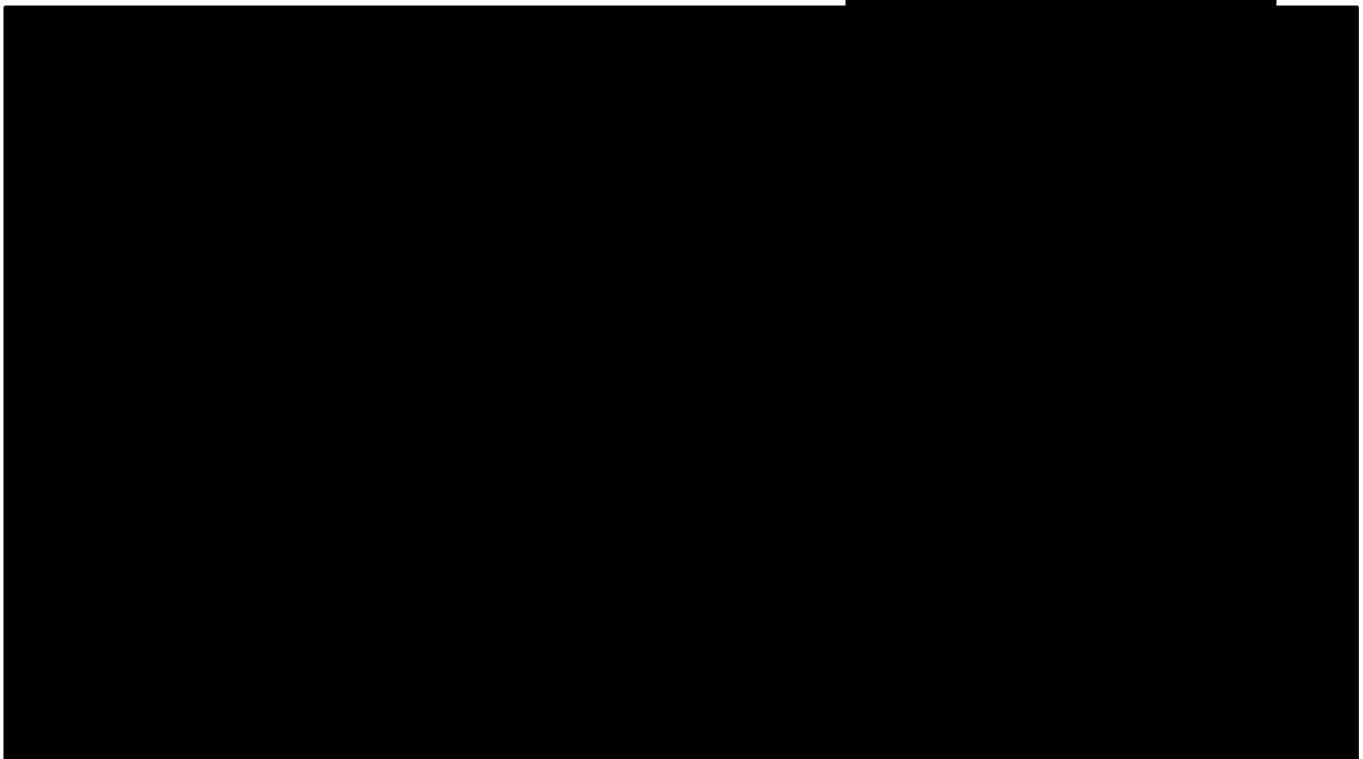
**DESIGNATION TO CERTIFY AUTHORITY AND SIGNING POWERS IN TERMS OF ZUTARI'S  
DELEGATION OF AUTHORITY SCHEDULE**

I the undersigned,  acting in my capacity as CEO of Zutari and being duly authorised thereto by the Board of Directors of Zutari (Pty) Ltd ("the Company") hereby designates the following functionaries to certify the authority and signing powers of any person contemplated in the Company's Delegation of Authority Schedule when it is required in the course of business of the Company:

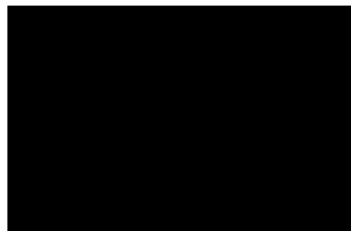
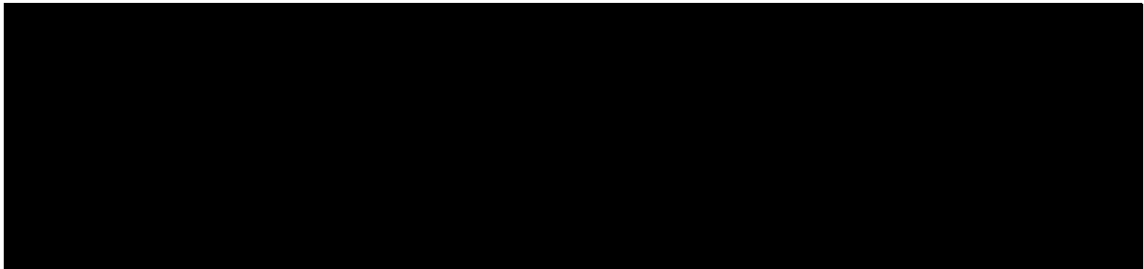
Name

Designation

Signature



CEO



27 July 2020

TO WHOM IT MAY CONCERN

**EXTRACT OF MINUTES OF A MEETING OF THE DIRECTORS OF ZUTARI (PTY) LTD  
HELD ON 17 MARCH 2020 AT PRETORIA, SOUTH AFRICA**

*8.2.1 It was resolved that the Delegation of Authority Schedule as tabled to the Board be approved and adopted as being applicable to the Company;*

*8.2.2 It was resolved that the Company Secretary or any Director of the Company, or other appropriate functionary designated as such by the Chief Executive Officer, be authorised to certify the authority and signing powers of any person contemplated in the Delegation of Authority Schedule when it is required in the course of business of the Company."*

Certified a true extract

It is hereby further certified that [REDACTED] in his capacity as Company Secretary, "Specimen Signature" [REDACTED] in virtue of the above resolutions authorised to certify the authority and signing powers of Zutari managers on behalf of the Company.

Yours sincerely

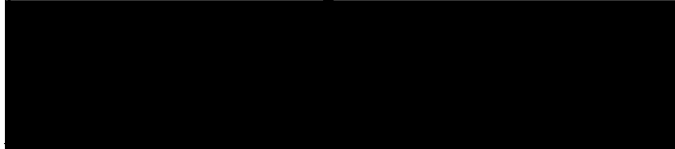


Republiek van Suid-Afrika  
Maatskappywet 1973  
(Artikel 64)

Republic of South Africa  
Companies Act 1973  
(Section 64)

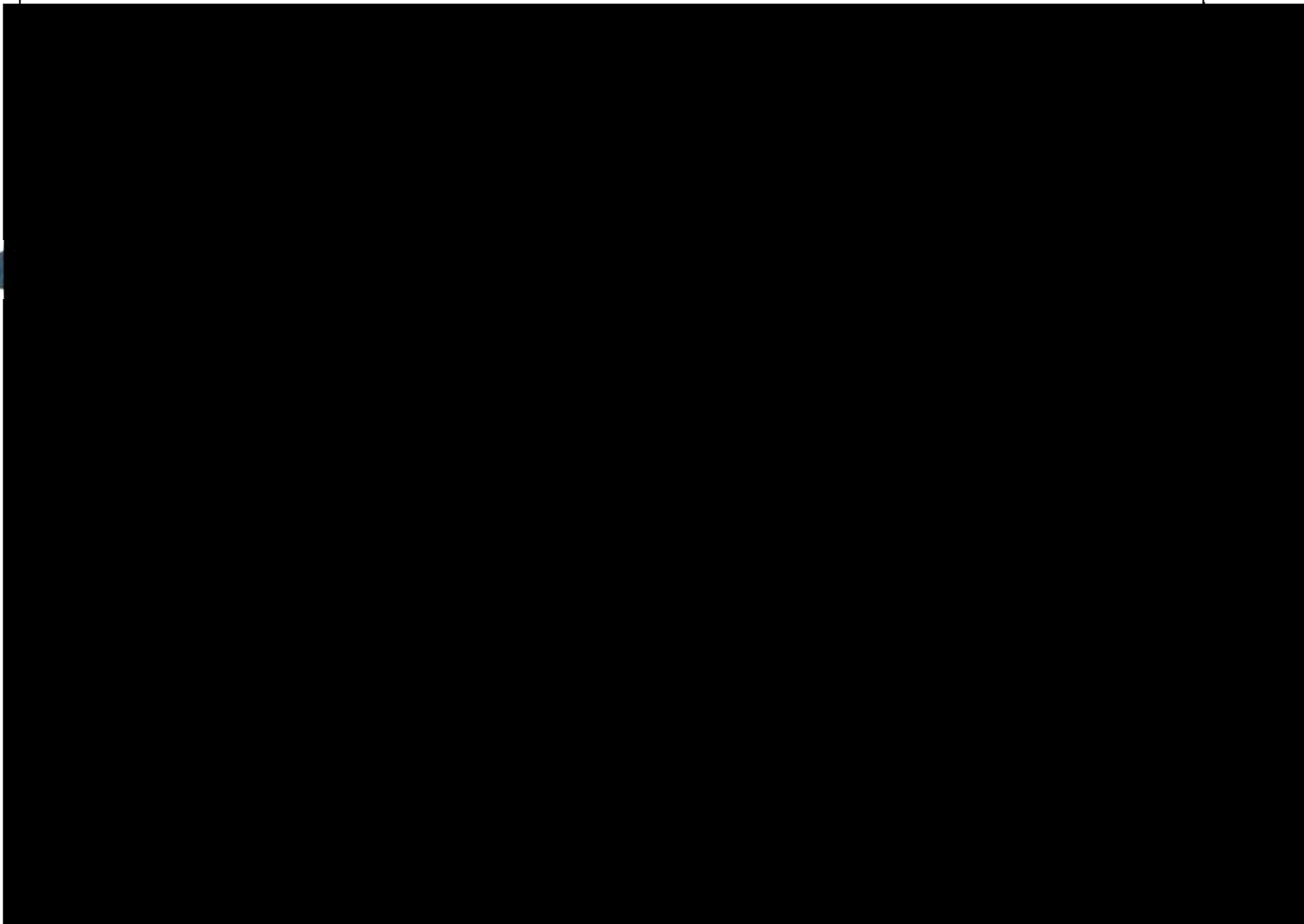
Form/Form CM 1

Registrasienuommer van Maatskappy/Registration No. of Company



**Sertifikaat van Inlywing**  
van 'n Maatskappy met 'n aandelekapitaal  
**Certificate of Incorporation**  
of a Company having a share capital

Hierby word gesertifiseer dat/This is to certify that



# Certificate

to commence business

02

Registration No. of company/Registrasienommer van maatskappy

Certificate of change  
of name of company

Sertifikaat van verandering  
van naam van maatskappy

This is to certify that/Hierby word gesertifiseer dat



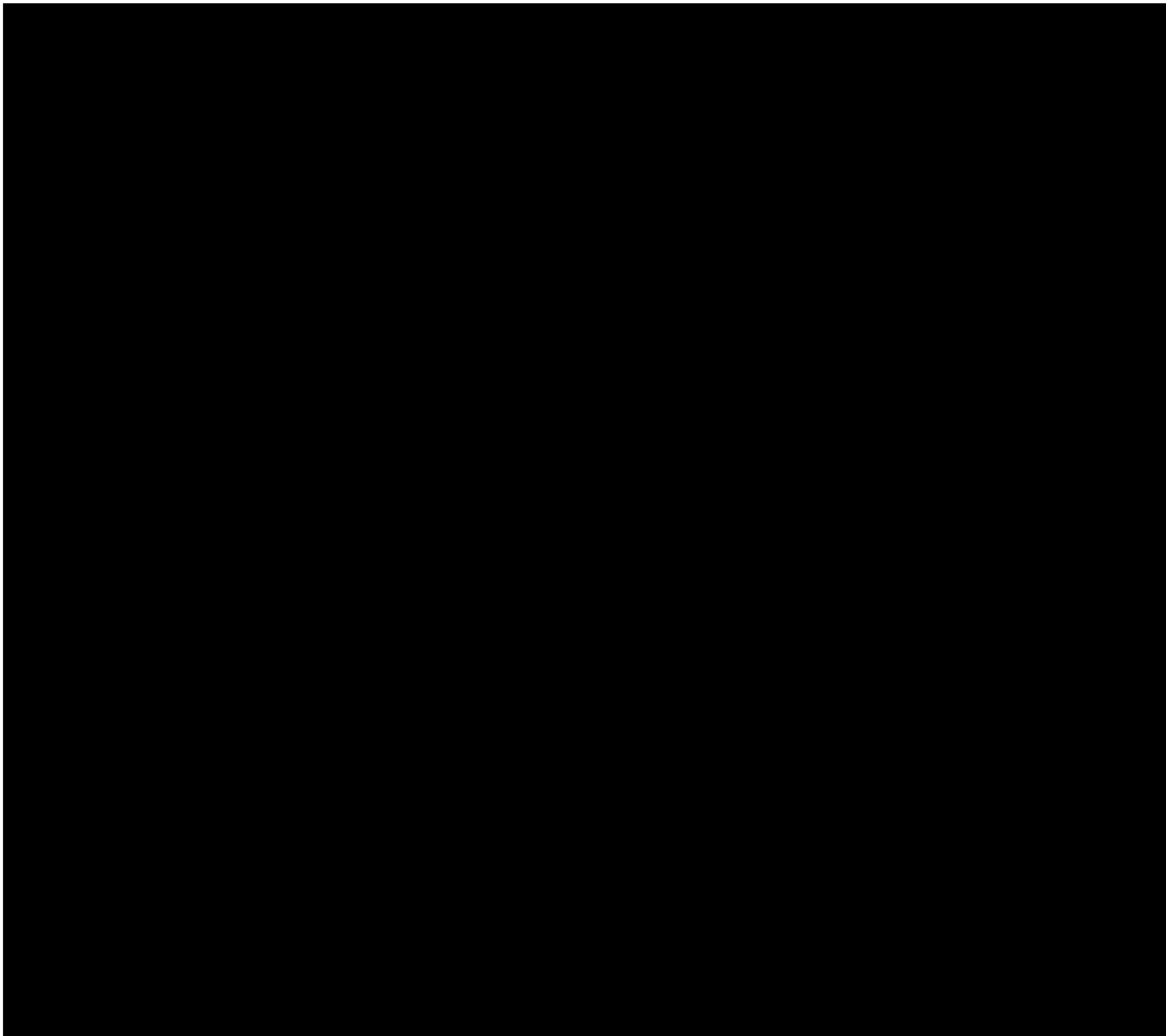
Registration No. of company/Registrasienumer van maatskappy



Certificate of change  
of name of company

Sertifikaat van verandering  
van naam van maatskappy

This is to certify that/Hierby word gesertifiseer dat



Registration No. of company/Reëlismities nommer van maatskappy

Certificate of change  
of name of company

Sertifikaat van verandering  
van naam van maatskappy

This is to certify that/Hierby word gesertifiseer dat

South Africa  
Companies Act, 1973, Section 44(1)(b)

Republiek van Suid-Afrika  
Maatskappyywet, 1973, A

77/03711/07

Registration No. of company/Registrasienommer van maatskappy

Certificate of change  
of name of company

Sertifikaat van verandering  
van naam van maatskappy

This is to certify that...



**Certificate of change of name  
of company**

**Sertifikaat van verandering van naam  
van maatskappy**

This is to certify that/Hierby word gesertifiseer dat

**Africon Management Services (Pty) Ltd**

has changed its name by SPECIAL RESOLUTION and is now called  
sy naam verander het by SPESIALE BESLUIT en nou genoem word

**Africon (Pty) Ltd**

and that the new name has this day been entered in the Register of Companies,  
en dat die nuwe naam op hierdie dag in die Register van Maatskappye aangeteken is.

Signed and sealed at Pretoria, this/Geteken en geseël te Pretoria op hede die

January

Two Thousand and / Twee Duisend

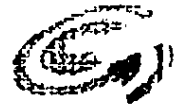
18

day of/dag van

2008

Registration No. of company/  
Registrasienommer van maatskappij

Certificate of change  
of company  
Sertifikaat van verandering  
van maatskappij



Companies and Intellectual  
Property Commission  
a member of the sbs group

Date: 09/07/2020

Our Reference

**RE: Amendment to Company Information**

**Company Number** [REDACTED]

**Company Name:** ZUTARI (PTY) LTD

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 09/07/2020.

The COR15.2 was accepted and placed on file.

The name was changed from  
AURECON SOUTH AFRICA to ZUTARI.

Yours truly

**Commissioner: CIPC**

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).

The contents of the attached certificate was electronically transmitted to the South African Revenue Services.





Companies and Intellectual  
Property Commission

a member of the sbs group

## COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

### Form COR14.3 - Amended Registration Certificate

Effective date: 09/07/2020

Print date: 09/07/2020

Customer code:

Tracking number:

Concerning:

ZUTARI (PTY) LTD 1977/003711/07

The above company has filed an amendment of its Memorandum of Incorporation in terms of section 16 of the Companies Act, 2008, changing the company name from AURECON SOUTH AFRICA to ZUTARI (PTY) LTD.

In accordance with the Notice of Amendment of the Memorandum of Incorporation, the change of the company name takes effect on 09/07/2020.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Commissioner: CIPC



**Certificate issued by the Companies and Intellectual Property  
Commission on Thursday, July 09, 2020 02:00  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission

a member of the SAG group

Registration number



Enterprise Name

**ZUTARI (PTY) LTD**

Enterprise Shortened Name

**None provided.**

Enterprise Translated Name

**None provided.**

Registration Date

**11/11/1977**

Business Start Date

**11/11/1977**

Enterprise Type

**Private Company**

Enterprise Status

**In Business**

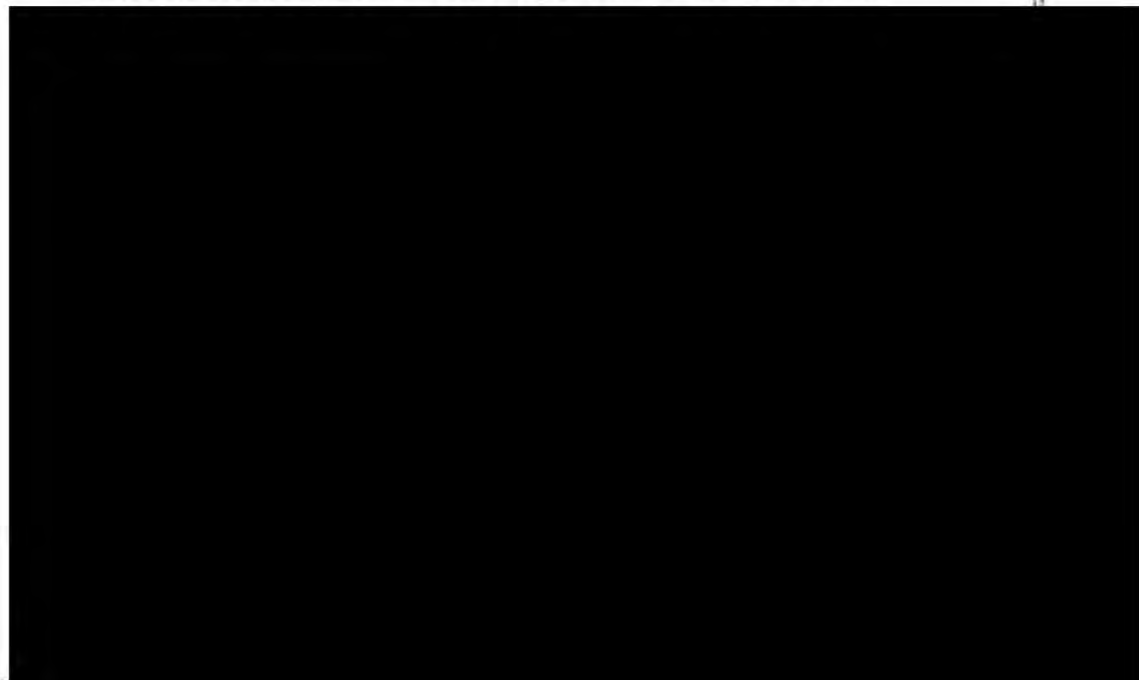
Financial year end

**June**

Main Business/Main Object

**TO CARRY BUSINESS IN THE DEVELOPMENT AND MANAGEMENT  
OF INFRASTRUCTURE AND RELATED FIELDS, TO PROVIDE  
PROFESSIONAL TECHNICAL AND MANAGEMENT SERVICES**

Postal address



Address of registered office



**Certificate issued by the Companies and Intellectual Property  
Commission on Thursday, July 09, 2020 02:00  
Certificate of Confirmation**



Companies and Intellectual

Registration number

Enterprise Name

ZUTARI (PTY) LTD

Auditor

Name

Postal Address

**Active Directors / Officers**

Surname and first names

ID number or  
date of birth

Director type

ment date



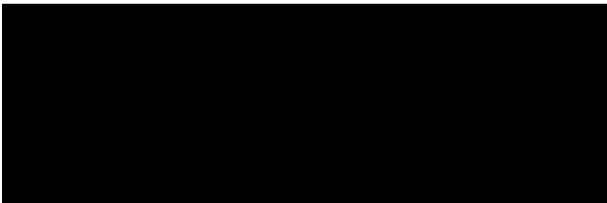
**COR39**



Companies and Intellectual  
Property Commission

Date: 17/10/2022

Our Reference:



**RE: Amendment to Company Information**

**Company Number:**

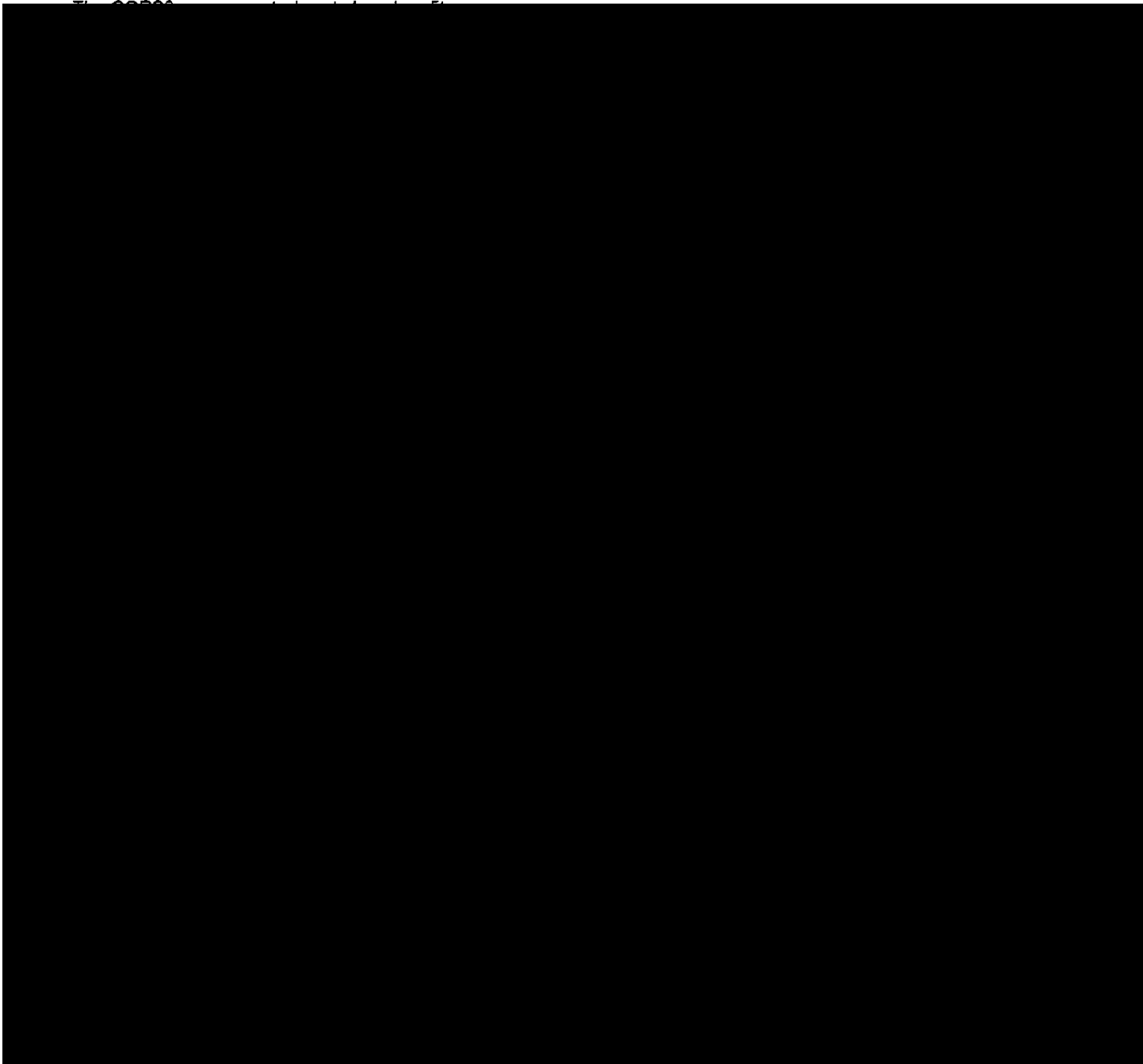


**Company Name:**



We have received a COR39 (Notice of change of company directors) from you dated 17/10/2022.

The COR39 was received on 17/10/2022.



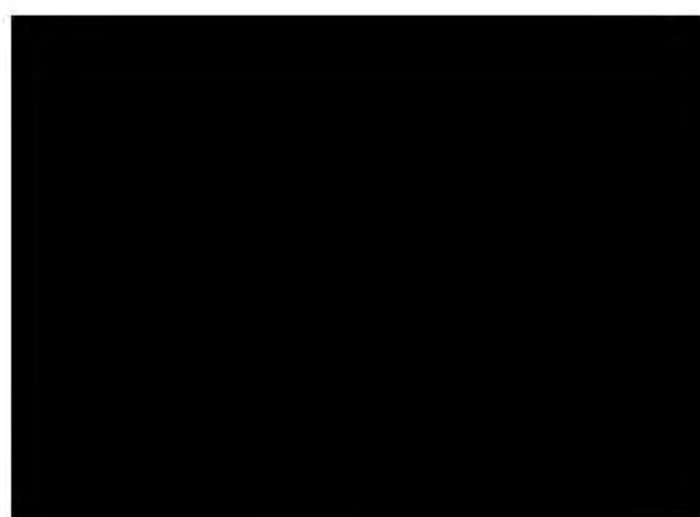
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.

**COR39**



Companies and Intellectual  
Property Commission

a member of the dsigroup



The Companies and Intellectual Property Commission  
of South Africa

P O BOX 420, PRETORIA, 0001, Republic of South Africa. Docex 266, PRETORIA

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



Documents

Reference No. 266C/2024/25



COR39

**Certificate issued by the Companies and Intellectual Property  
Commission on Monday, October 17, 2022 01:58  
Certificate of Confirmation**



Companies and Intellectual  
Property Commission

*a member of the dti group*

Registration number



Enterprise Name

ZUTARI (PTY) LTD

Enterprise Shortened Name

None provided.

Enterprise Translated Name

None provided.

Registration Date

11/11/1977

Business Start Date

11/11/1977

Enterprise Type

Private Company

Enterprise Status

In Business

Financial year end

June

Main Business/Main Object

TO CARRY BUSINESS IN THE DEVELOPMENT AND MANAGEMENT  
OF INFRASTRUCTURE AND RELATED FIELDS TO PROVIDE

Postal address

Address of registered office



Documents  
Reference No. 2



COR39

Certificate issued by the Companies and Intellectual Property  
Commission on Monday, October 17, 2022 01:58  
Certificate of Confirmation



Companies and Intellectual  
Property Commission

a member of the dti group

Registration number

Enterprise Name

ZUTARI (PTY) LTD

Auditor  
Name

Postal Address

Active Directors / Officers

Surname and first names

ID number or  
date of birth

Director type

Appoint-  
ment date

Addresses

COR39

Certificate issued by the Companies and Intellectual Property  
Commission on Monday, October 17, 2022 01:58



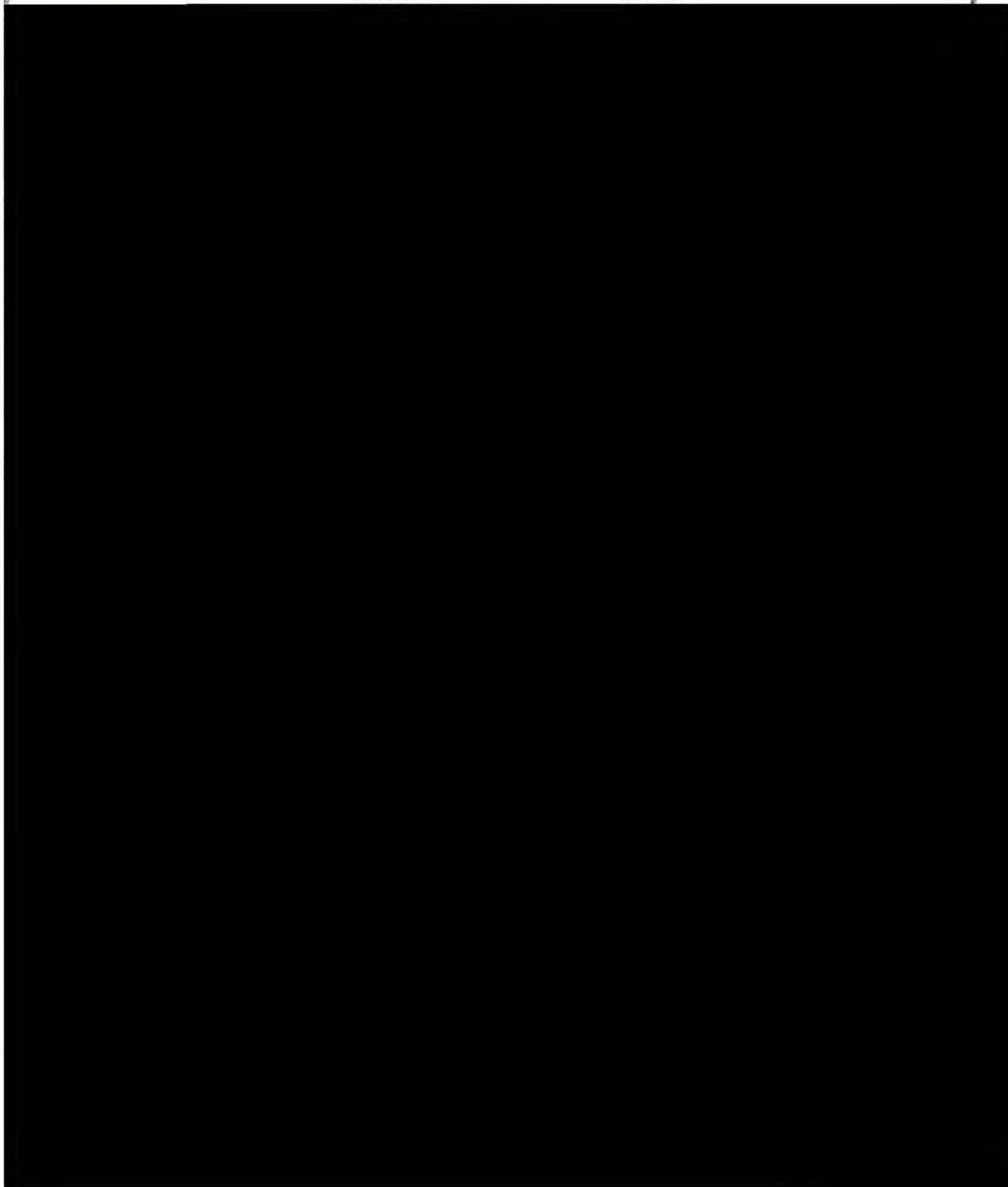
Certificate of Confirmation

Companies and Intellectual  
Property Commission

A member of the DTI group

Active Directors / Officers

| Surname and first names | ID number or<br>date of birth | Director type | Appoint-<br>ment date | Addresses |
|-------------------------|-------------------------------|---------------|-----------------------|-----------|
|-------------------------|-------------------------------|---------------|-----------------------|-----------|



4

**COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 19 March 2024 at 11:43**



Companies and Intellectual  
Property Commission

a member of the **dtic** group

**COR39: Director Amendments**

Registration Number: [REDACTED]

Enterprise Name: **ZUTARI (PTY) LTD**

Date: [REDACTED]

Our Reference: [REDACTED]

Customer Name: [REDACTED]

Email Address: [REDACTED]

**RE: Amendment to Company Information**

Registration Number: [REDACTED]

Enterprise Name: **ZUTARI (PTY) LTD**

We have received a COR39 (Notice of change of company directors) from you dated **18/03/2024**

The following change was effected to Director:

[REDACTED]





**COR39: Director Amendments**

Registration Number: 1977/003711/07  
Enterprise Name: ZUTARI (PTY) LTD

**ENTERPRISE DETAILS**

Registration Number: [REDACTED]  
Enterprise Name: ZUTARI (PTY) LTD  
Registration Date: 11/11/1977  
Business Start Date: 11/11/1977  
Enterprise Type: PRIVATE COMPANY  
Enterprise Status: IN BUSINESS  
Financial Year End: JUNE  
Main Business/Main Object: TO CARRY BUSINESS IN THE DEVELOPMENT AND MANAGEMENT OF INFRASTRUCTURE AND RELATED FIELDS, TO PROVIDE [REDACTED] TECHNICAL AND MANAGEMENT SERVICES

Tax Number: [REDACTED]

Address: [REDACTED]

Location of Company Registered Office: [REDACTED]

**ACTIVE DIRECTORS**

**Physical Address**

the dti Campus - Block F  
77 Meinjies Street  
Sunnyside 0001



1977/003711/07

COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 19 March 2024 at 11:43



Companies and Intellectual  
Property Commission

a member of the **dtic** group

**COR39: Director Amendments**

Registration Number:



Enterprise Name:

**ZUTARI (PTY) LTD**

| Full Name | Director Type | ID Number/ Passport<br>Number | Appointment<br>Date | Address |
|-----------|---------------|-------------------------------|---------------------|---------|
|-----------|---------------|-------------------------------|---------------------|---------|

**COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 19 March 2024 at 11:43**



Companies and Intellectual  
Property Commission

a member of the **dtic** group

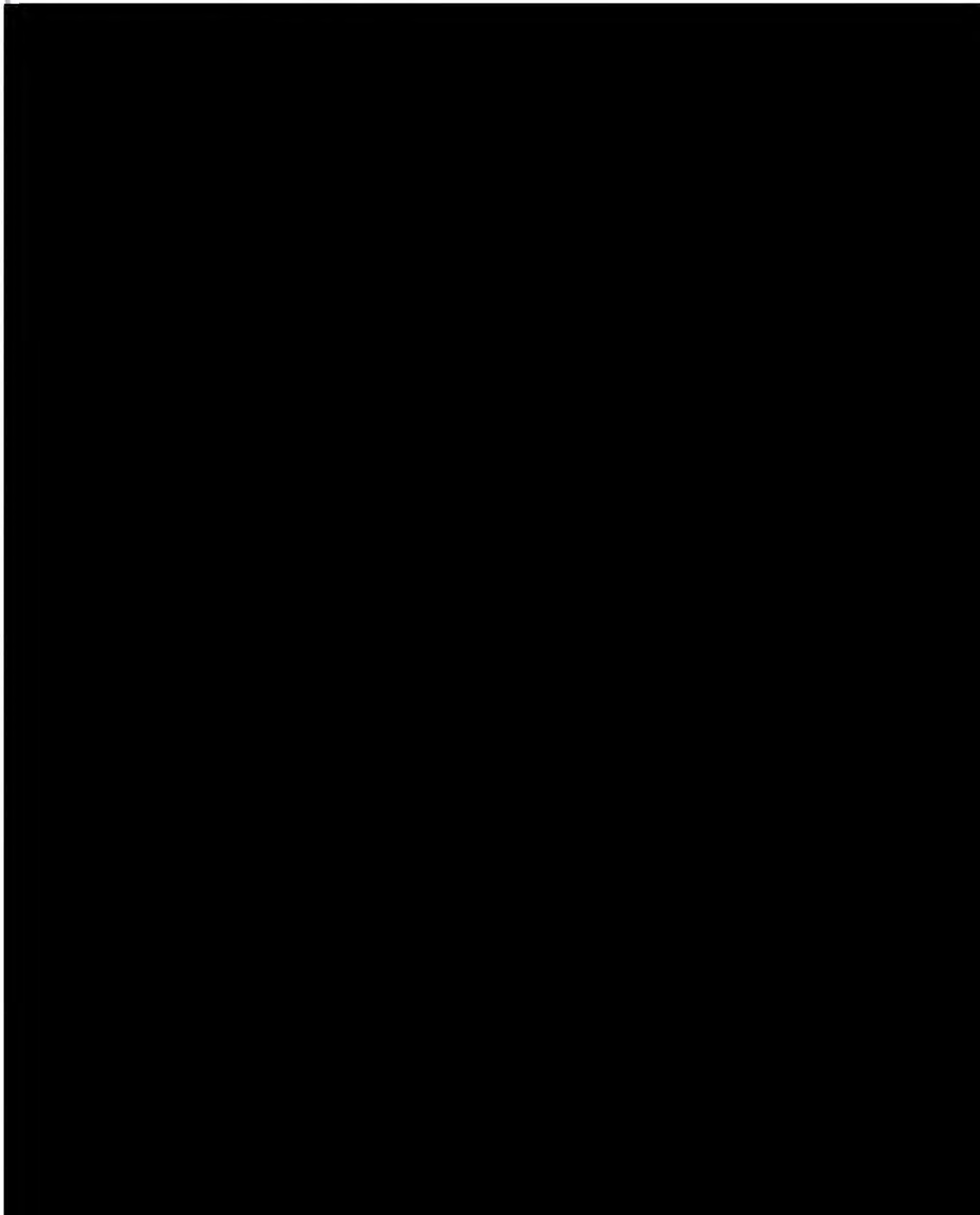
**COR39: Director Amendments**

Registration Number:



Enterprise Name:

**ZUTARI (PTY) LTD**





COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 23 July 2024 at 13:33

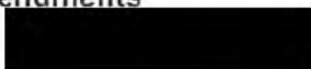


Companies and Intellectual  
Property Commission

a member of the **dtic** group

**COR39: Director Amendments**

Registration Number:

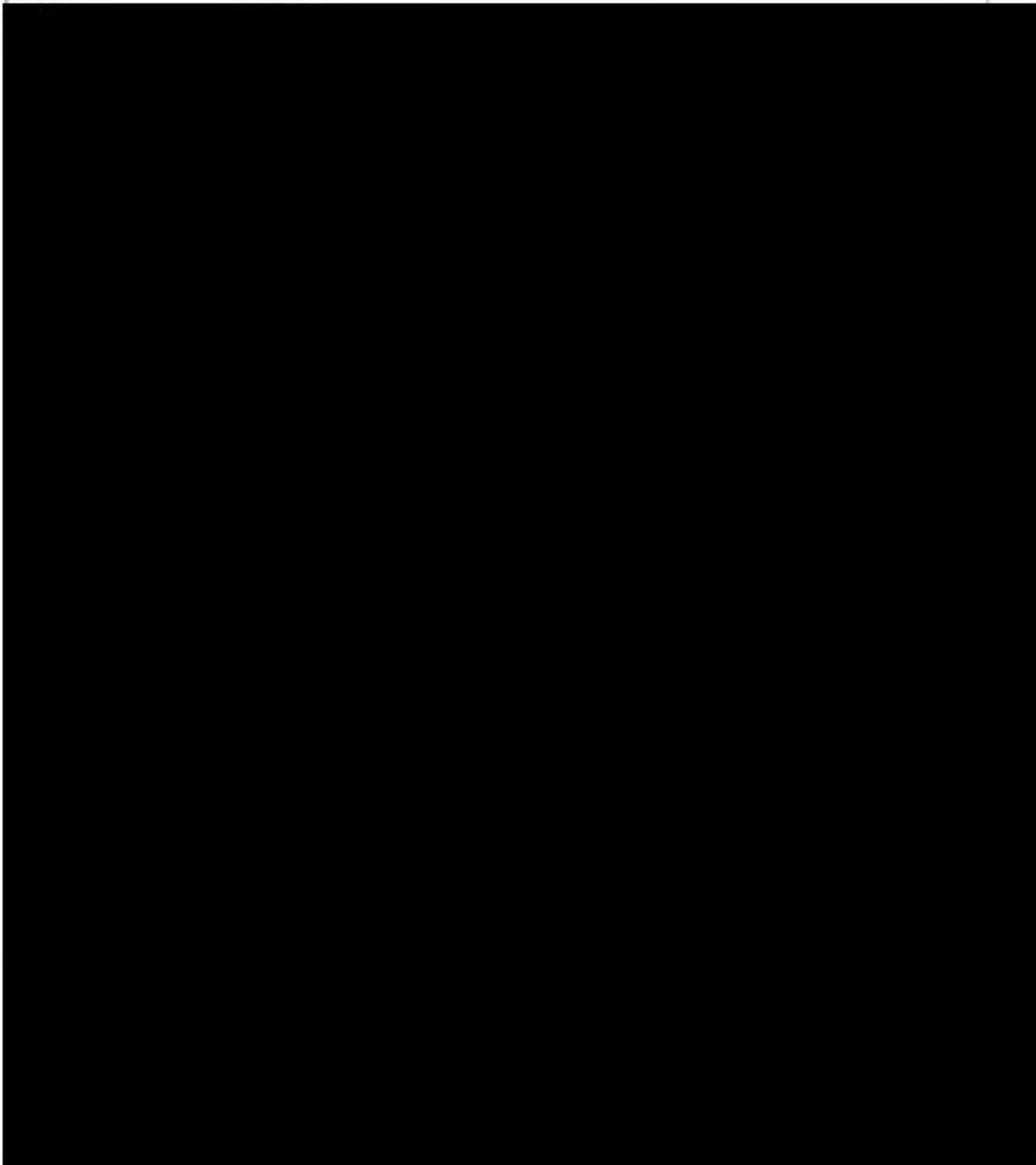


Enterprise Name:

**ZUTARI (PTY) LTD**

Date:

**23/07/2024**





Companies and Intellectual  
Property Commission

a member of the **dtic** group

**COR39: Director Amendments**

Registration Number:

Enterprise Name: ZUTARI (PTY) LTD

**ENTERPRISE DETAILS**

Registration Number:

Enterprise Name: ZUTARI (PTY) LTD

Registration Date: 11/11/1977

Business Start Date: 11/11/1977

Enterprise Type: PRIVATE COMPANY

Enterprise Status: IN BUSINESS

Financial Year End: JUNE

Main Business/Main Object: TO CARRY BUSINESS IN THE DEVELOPMENT AND MANAGEMENT OF INFRASTRUCTURE AND RELATED FIELDS, TO PROVIDE PROFESSIONAL TECHNICAL AND MANAGEMENT SERVICES

Tax Number:

Address:

Location of Company Records:

ACTIVE DIRECTORS/MEMBERS

COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 23 July 2024 at 13:33



Companies and Intellectual  
Property Commission

a member of the dtic group

COR39: Director Amendments

Registration Number

Enterprise Name: ZUTARI (PTY) LTD

| Full Name | Director Type | ID Number/ Passport<br>Number | Appointment<br>Date | Address |
|-----------|---------------|-------------------------------|---------------------|---------|
|-----------|---------------|-------------------------------|---------------------|---------|



COR39 Certificate issued by the Commissioner of Companies and Intellectual Property Commission on Tuesday, 23 July 2024 at 13:33



Companies and Intellectual  
Property Commission

a member of the **dtic** group

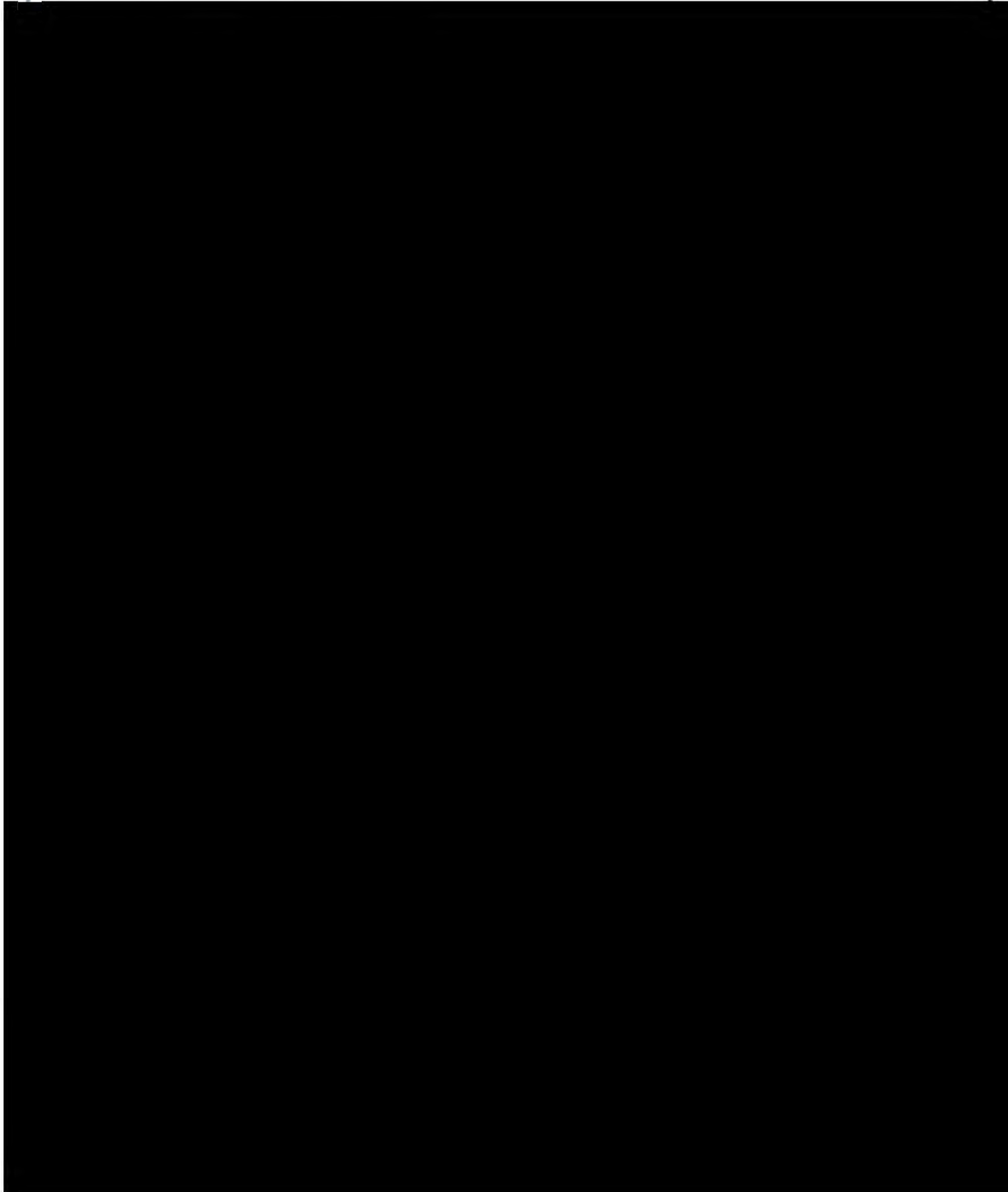
**COR39: Director Amendments**

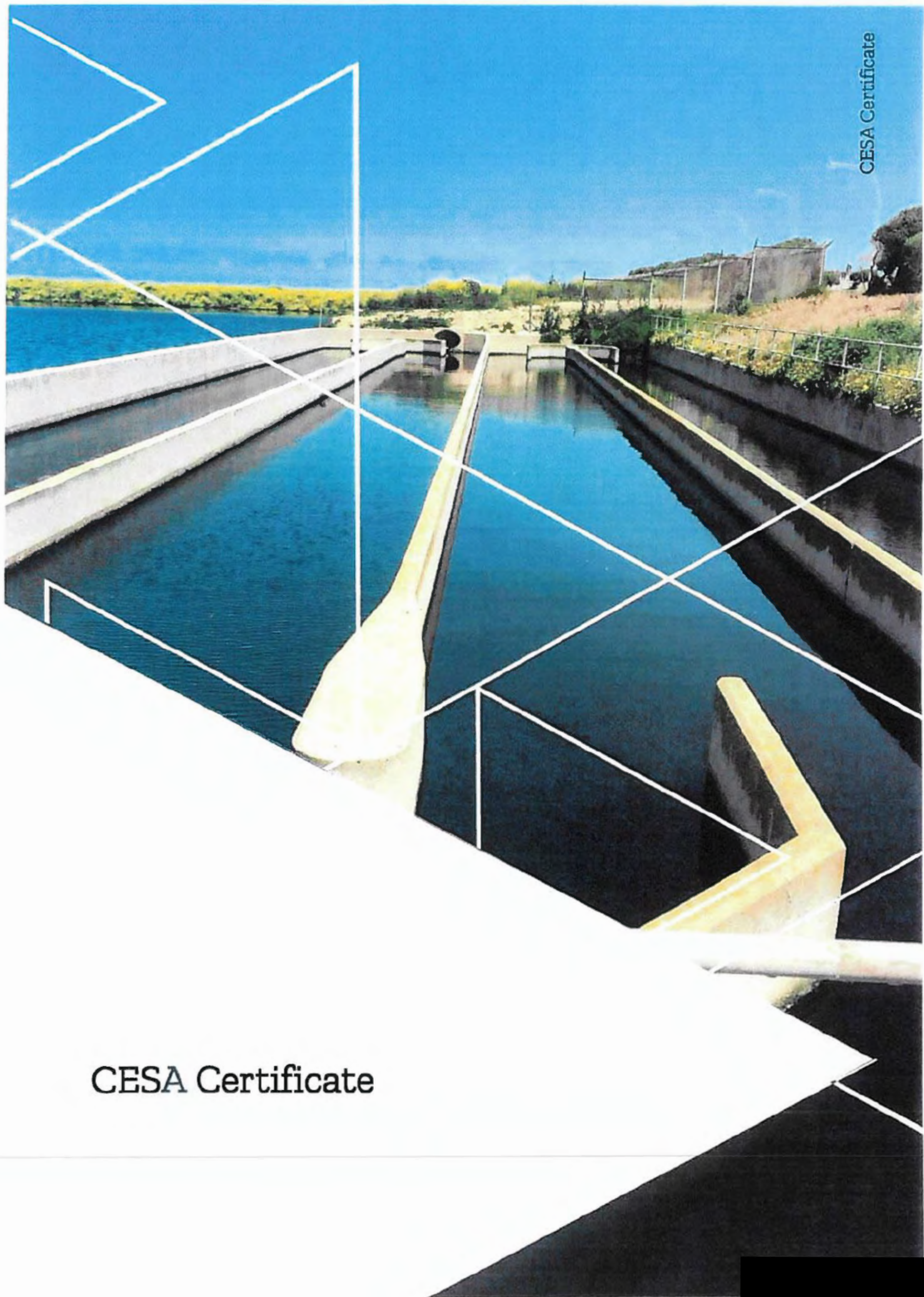
Registration Number:



Enterprise Name:

**ZUTARI (PTY) LTD**





CESA Certificate

CESA Certificate



## **Certificate of Membership**

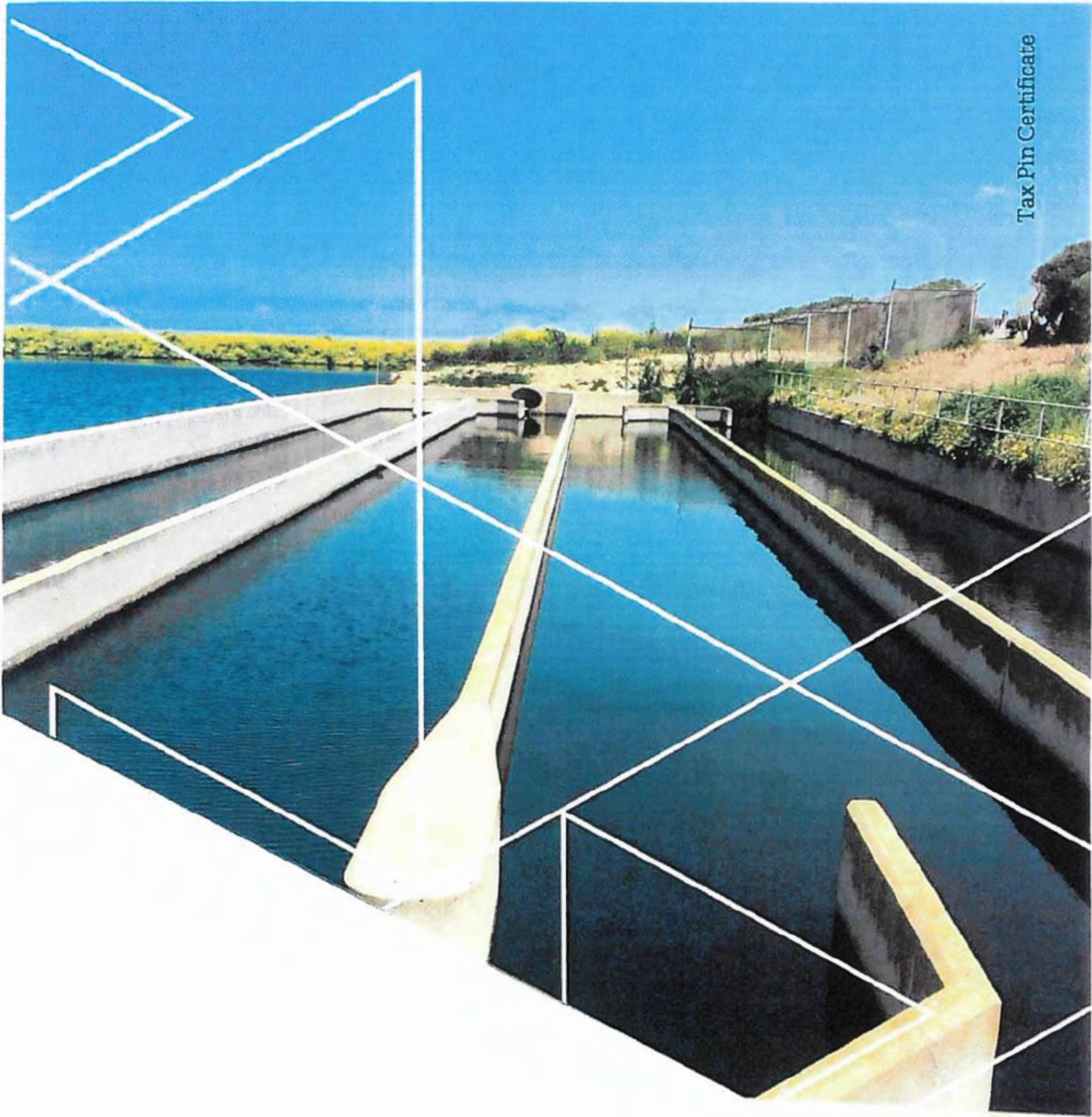
**Date**

14 April 2025

**Company name**

**Zutari (Pty) Ltd**





Tax Pin Certificate

Tax Pin Certificate



South African Revenue Service

TAX COMPLIANCE STATUS

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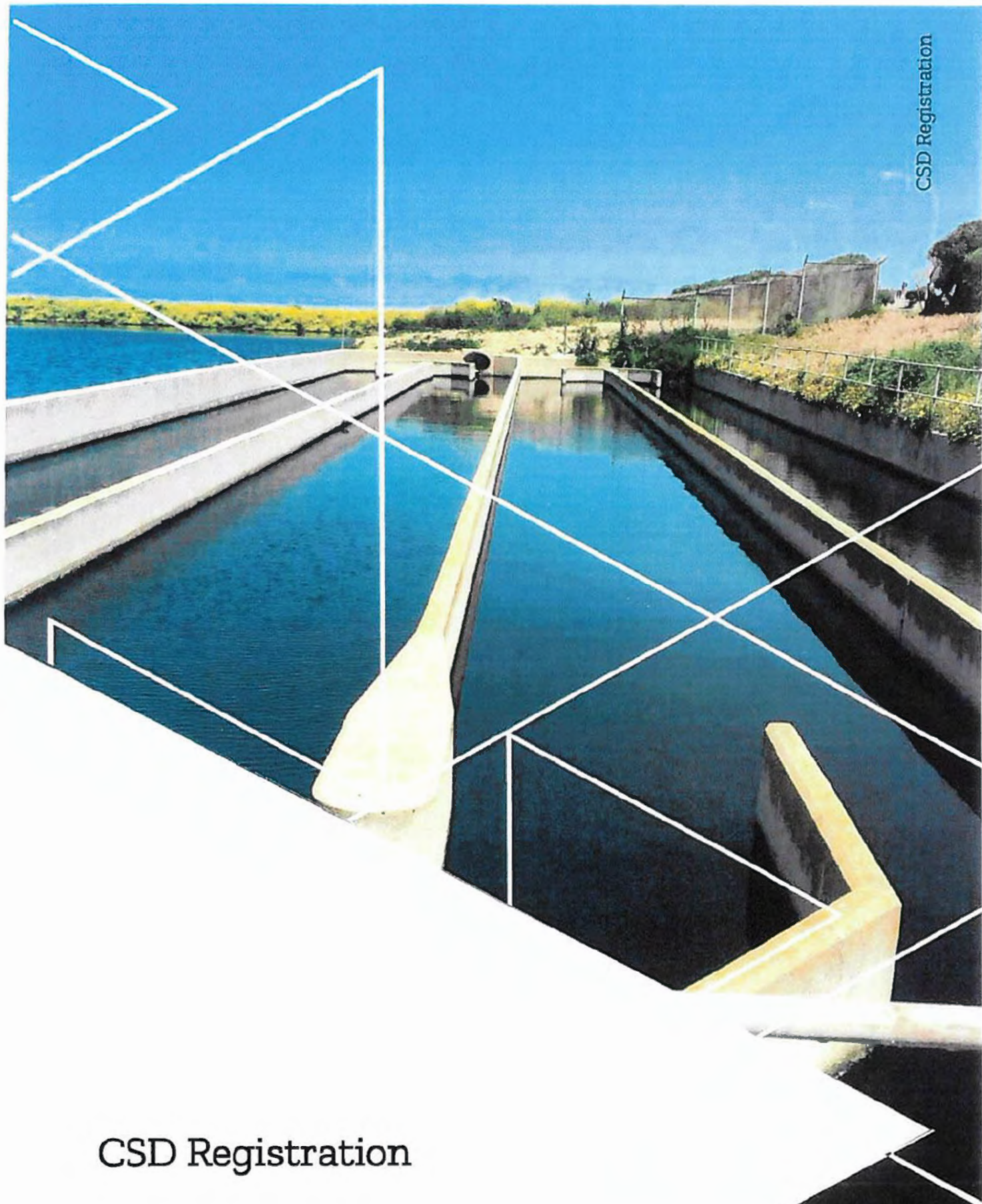
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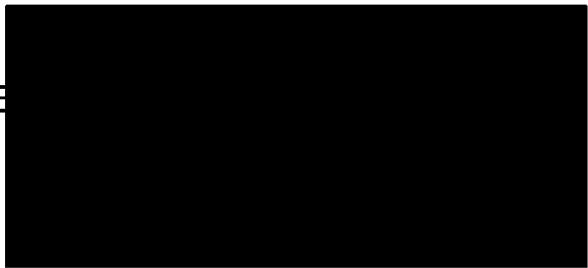
CSD Registration

CSD Registration





CENTRAL SUPPLIER  
**DATABASE**  
FOR GOVERNMENT



Report Date:

02 Jun 2025 07:42:16:15Z AM

Report Ran By:



**CSD REGISTRATION REPORT**

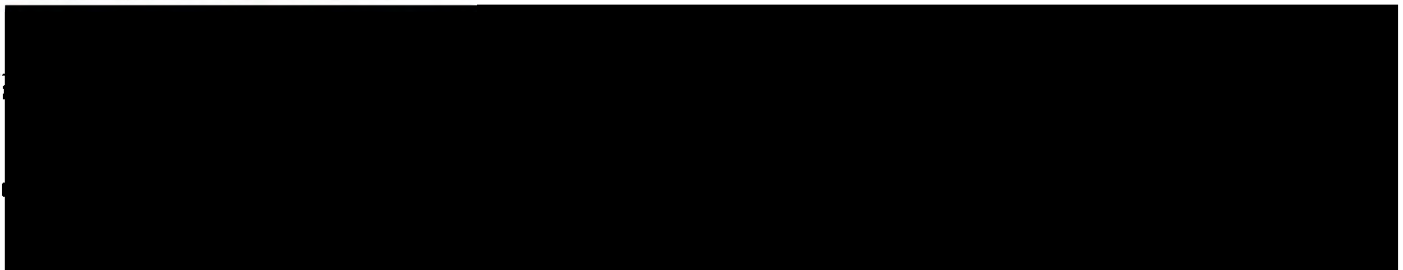
DATE

19/06/2025

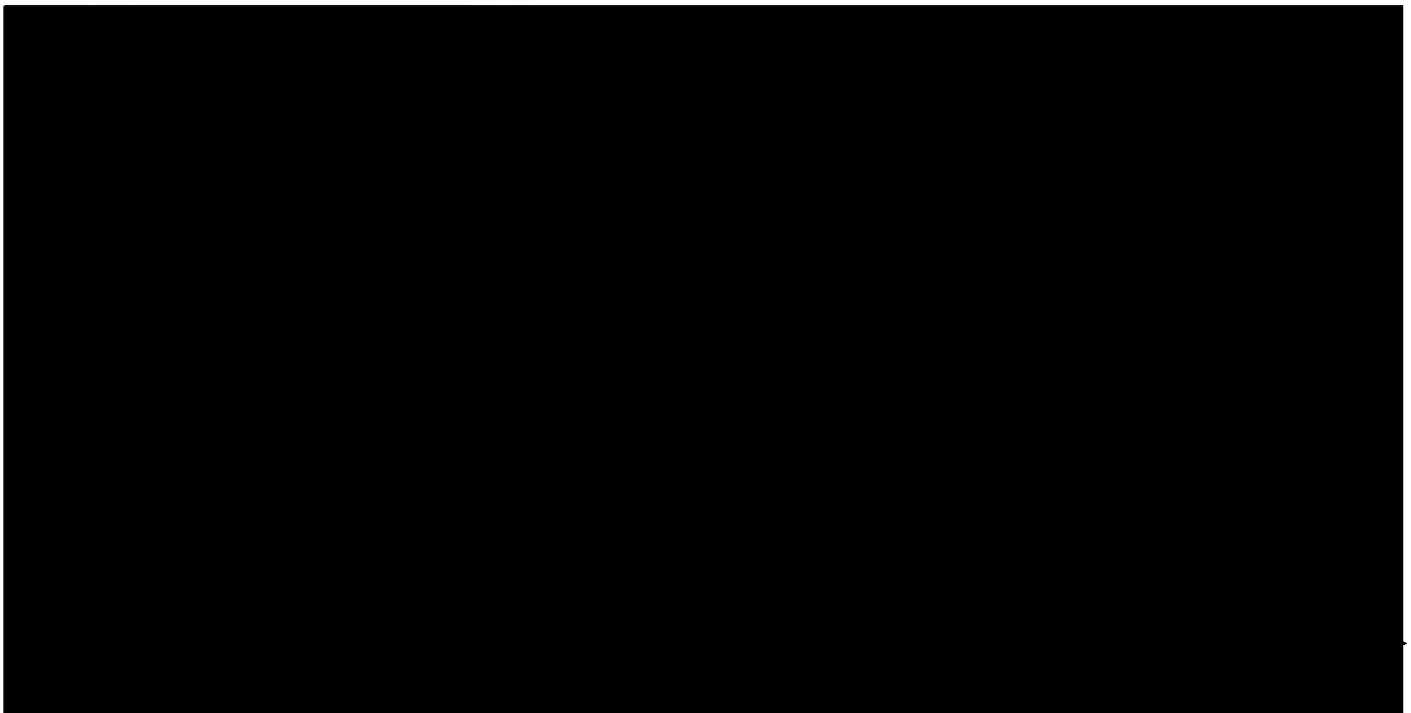
**SUPPLIER IDENTIFICATION**



**SUPPLIER INDUSTRY CLASSIFICATION INFORMATION**



**SUPPLIER CONTACT INFORMATION**





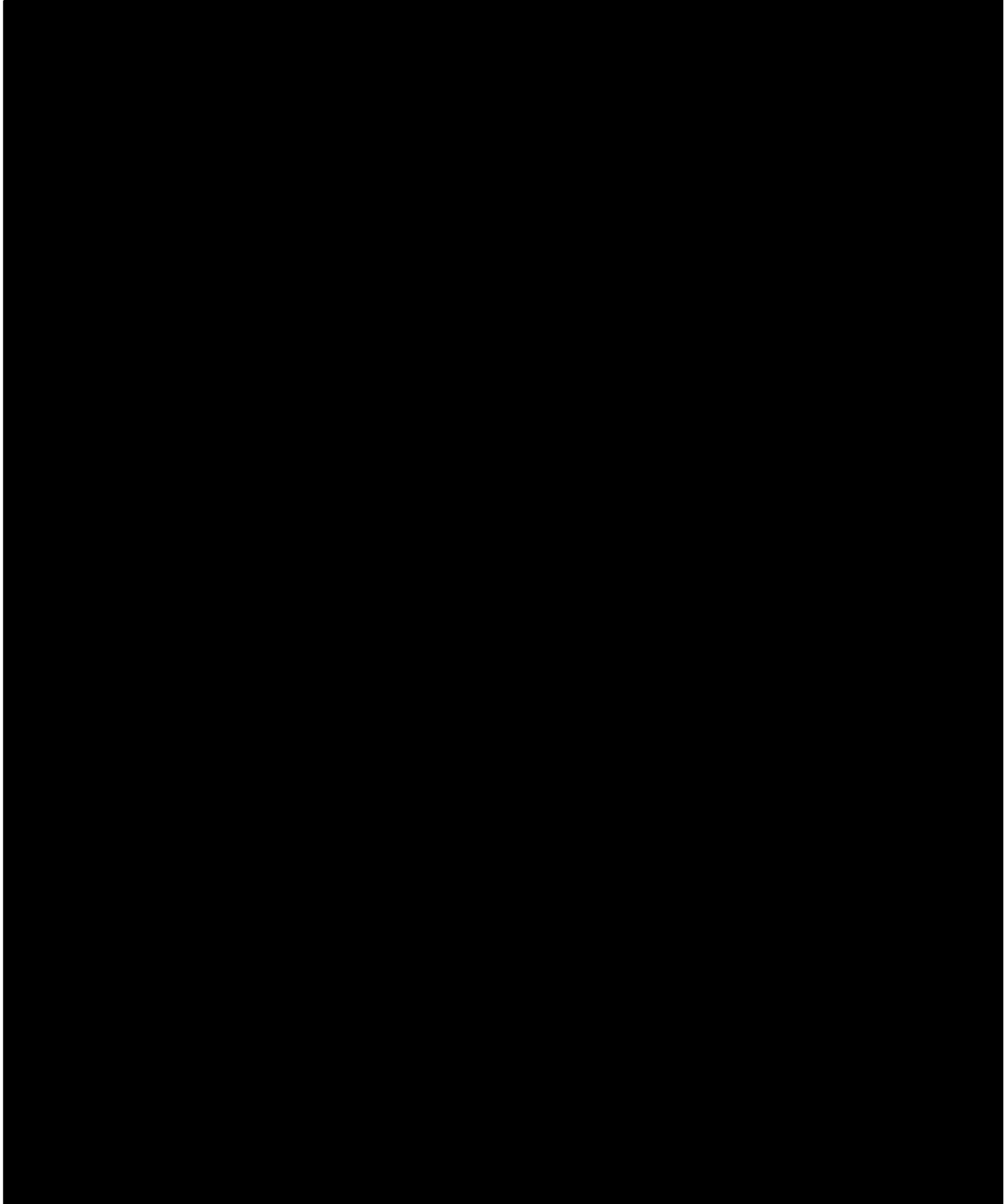
CENTRAL SUPPLIER  
**DATABASE**  
FOR GOVERNMENT

Report Date:

02 Jun 2025 07:30:16.171 AM

Report Ran By:

## CSD REGISTRATION REPORT





## CSD REGISTRATION REPORT

### SUPPLIER ADDRESS INFORMATION

### SUPPLIER BANK ACCOUNT





## CSD REGISTRATION REPORT

### TAX INFORMATION

### B-BBEE INFORMATION



## CSD REGISTRATION REPORT

### OWNERSHIP INFORMATION

### DIRECTORS /MEMBERS / OWNERS INFORMATION



CENTRAL SUPPLIER  
**DATABASE**  
FOR GOVERNMENT

Report Date:

02 Jun 2025 07:30:16 AM

Report Ran By:

## CSD REGISTRATION REPORT





## CSD REGISTRATION REPORT



## CSD REGISTRATION REPORT



## CSD REGISTRATION REPORT





CENTRAL SUPPLIER  
**DATABASE**  
FOR GOVERNMENT

Report Date:

02 Jun 2025 07:30:16 AM

Report Ran By:

## CSD REGISTRATION REPORT



CENTRAL SUPPLIER  
**DATABASE**  
FOR GOVERNMENT

Report Date:

02 Jun 2025 07:30:16.270 AM

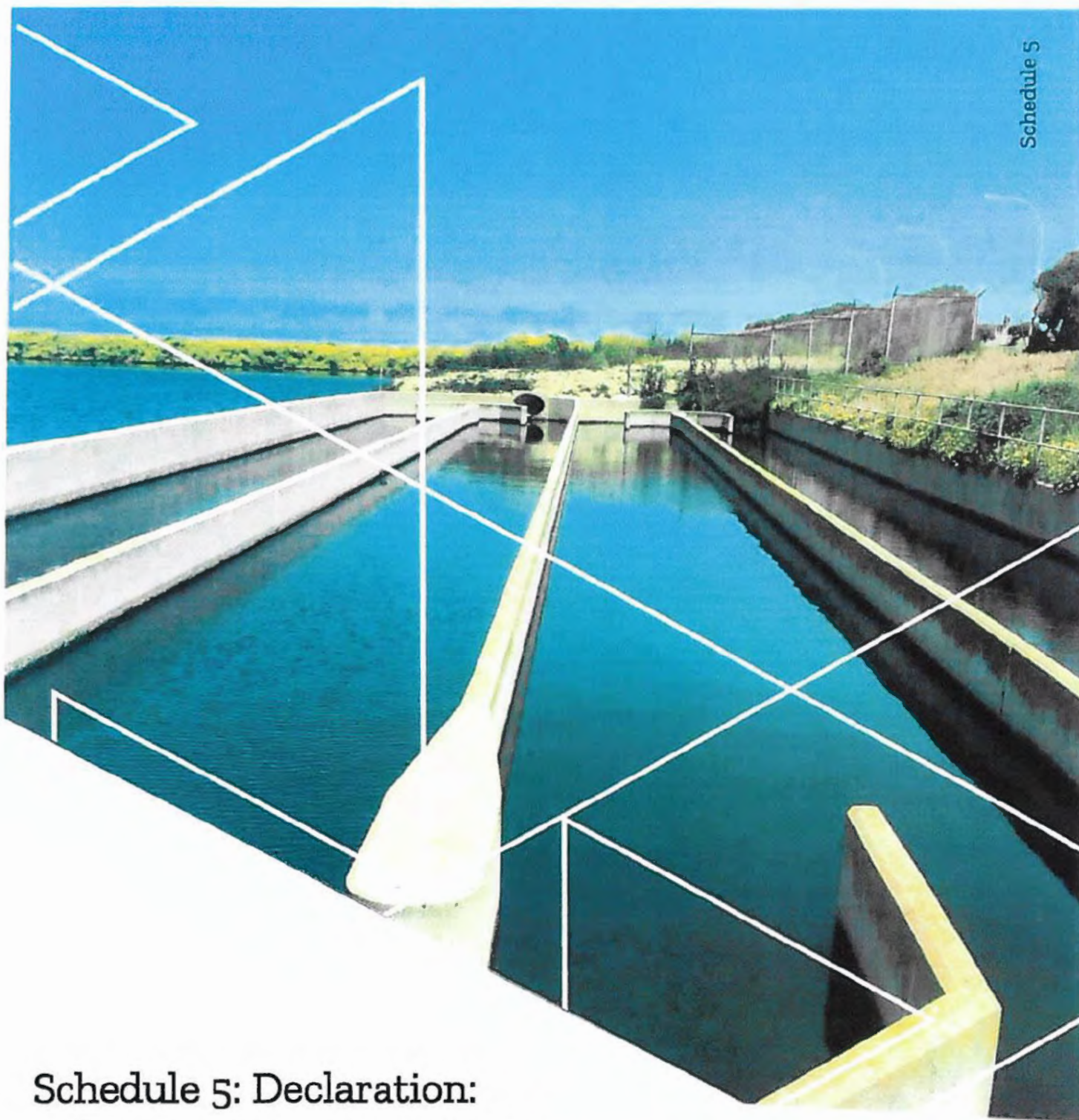
Report Ran By:

## CSD REGISTRATION REPORT



**national treasury**

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

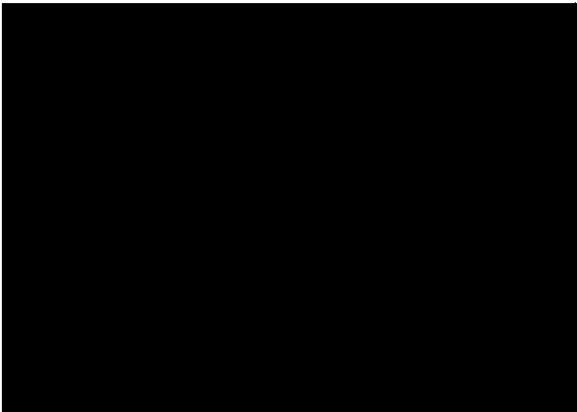


### Schedule 5: Declaration:

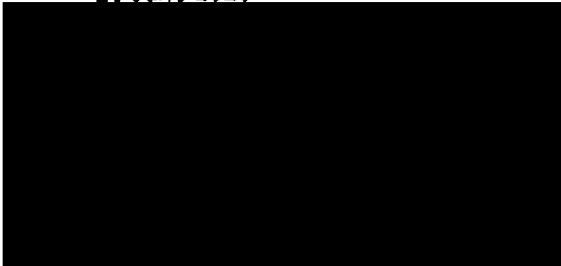
- Directors in Service of the State
- Beneficiaries with relatives employed by the State
- Board of Directors with Interest in other Companies
- Zutari Board of Directors
- Group Structure
- Beneficiaries of the Zutari Ownership Trust



ZUTARI

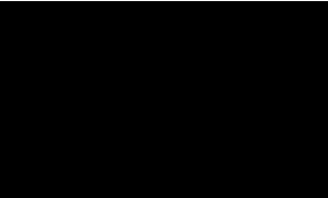
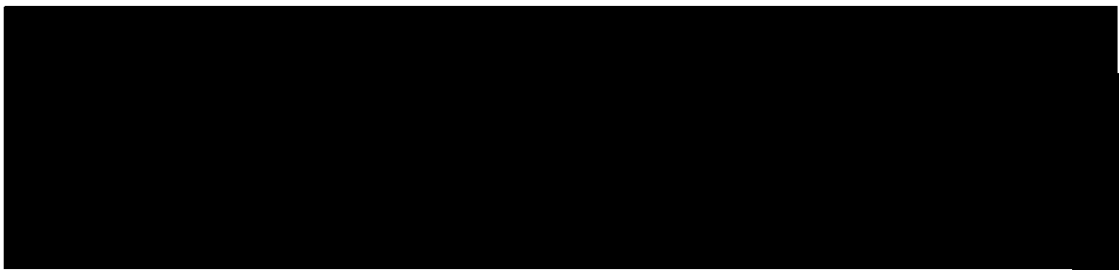
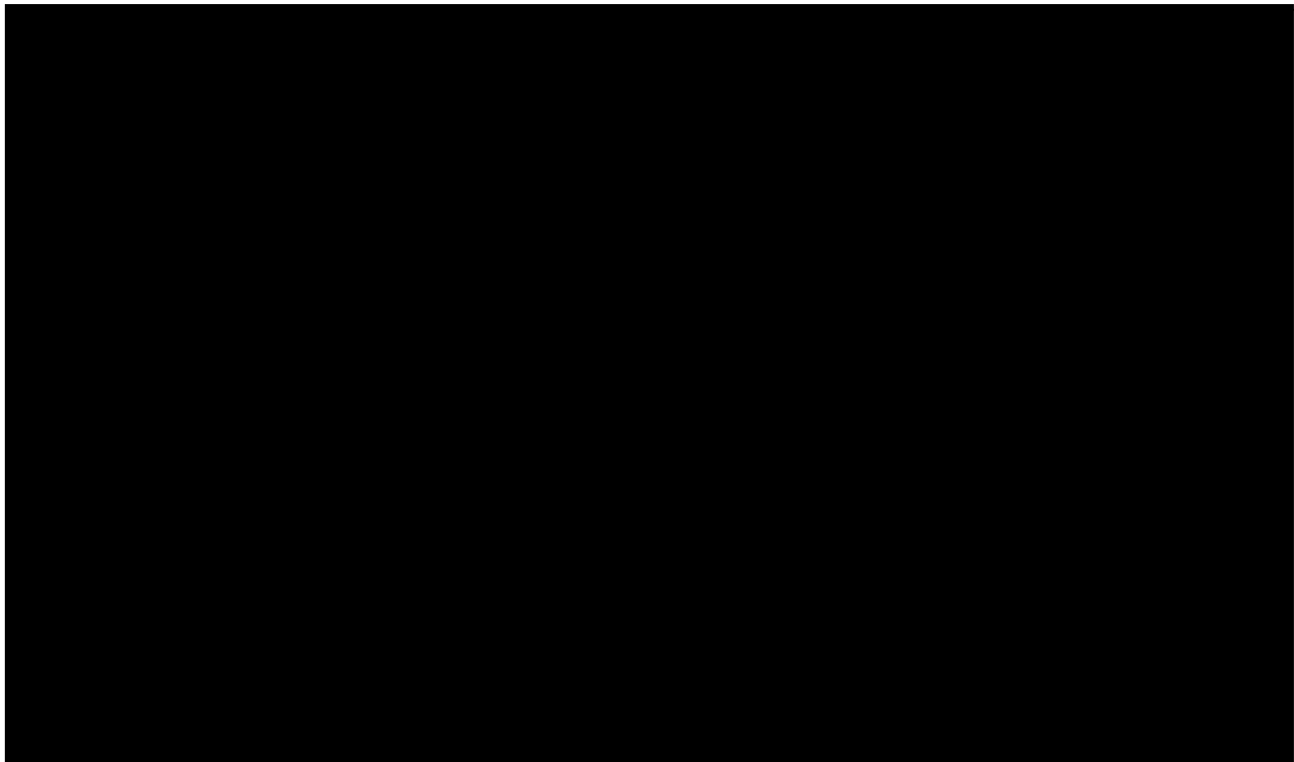


25 June 2025



City of Cape Town  
Supply Chain Management

Declaration with regards to Zutari (Pty) Ltd Directors in services of the state



ZUTARI

25 June 2025

City of Cape Town  
Supply Chain Management

Declaration with regards to Zutari (Pty) Ltd beneficiaries with relatives employed by the state.

Client Director: Water Africa



## Members of the Zutari (Pty) Ltd Board of Directors with interest in other companies

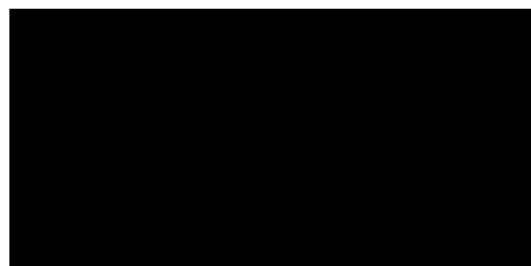
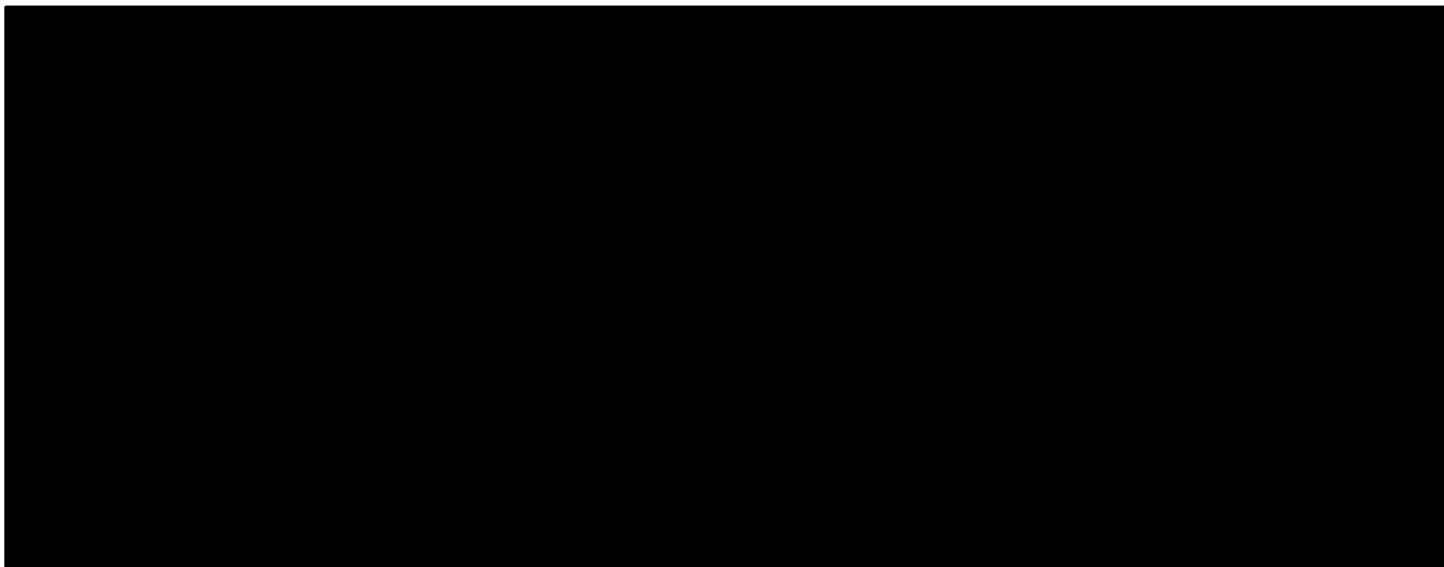
| Particulars of Director | ID number | Enterprise name |  |  |  |  | Registration Nr | Enterprise Type | Capacity, e.g. Director |
|-------------------------|-----------|-----------------|--|--|--|--|-----------------|-----------------|-------------------------|
|-------------------------|-----------|-----------------|--|--|--|--|-----------------|-----------------|-------------------------|







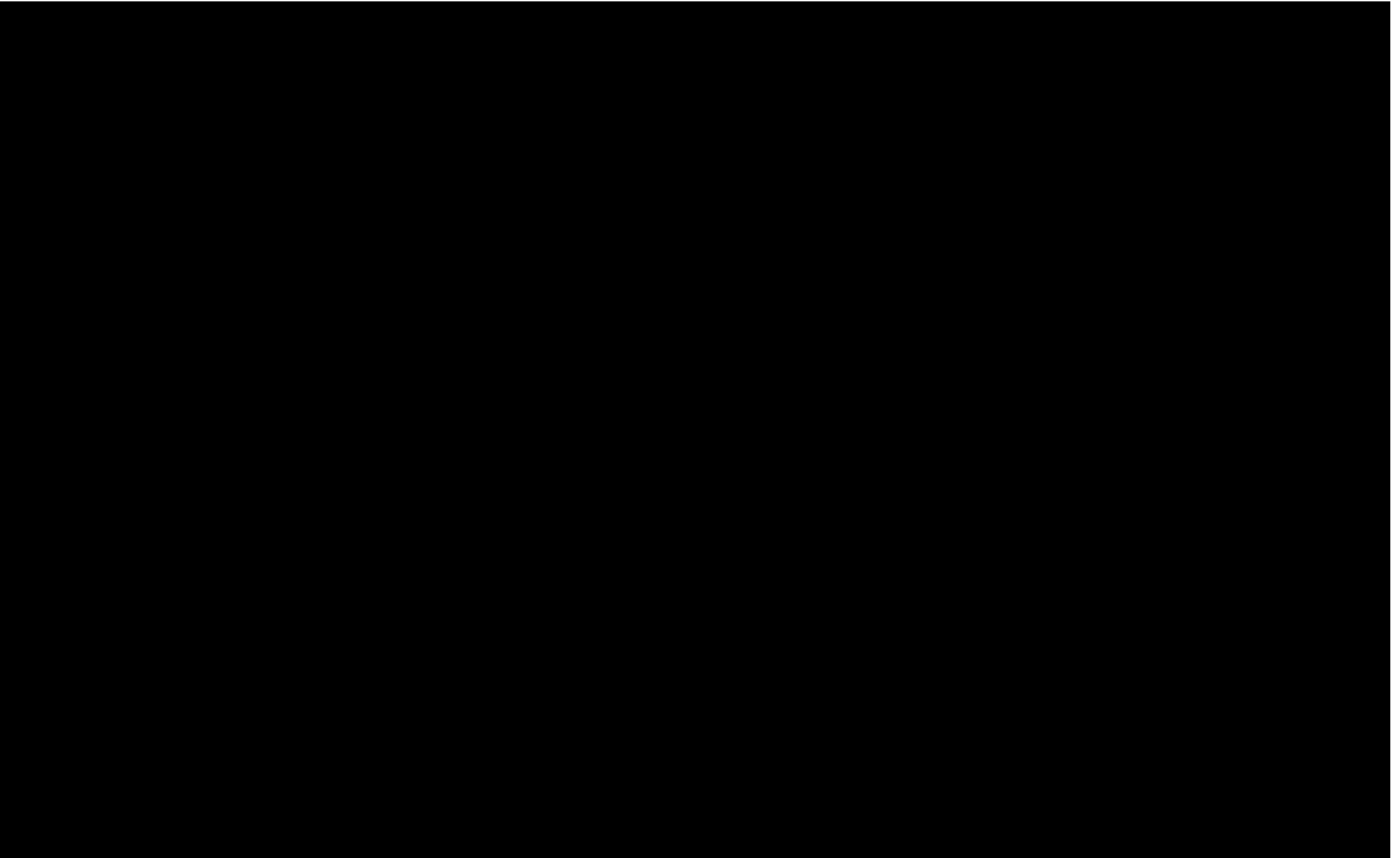
**Zutari Board of Directors**

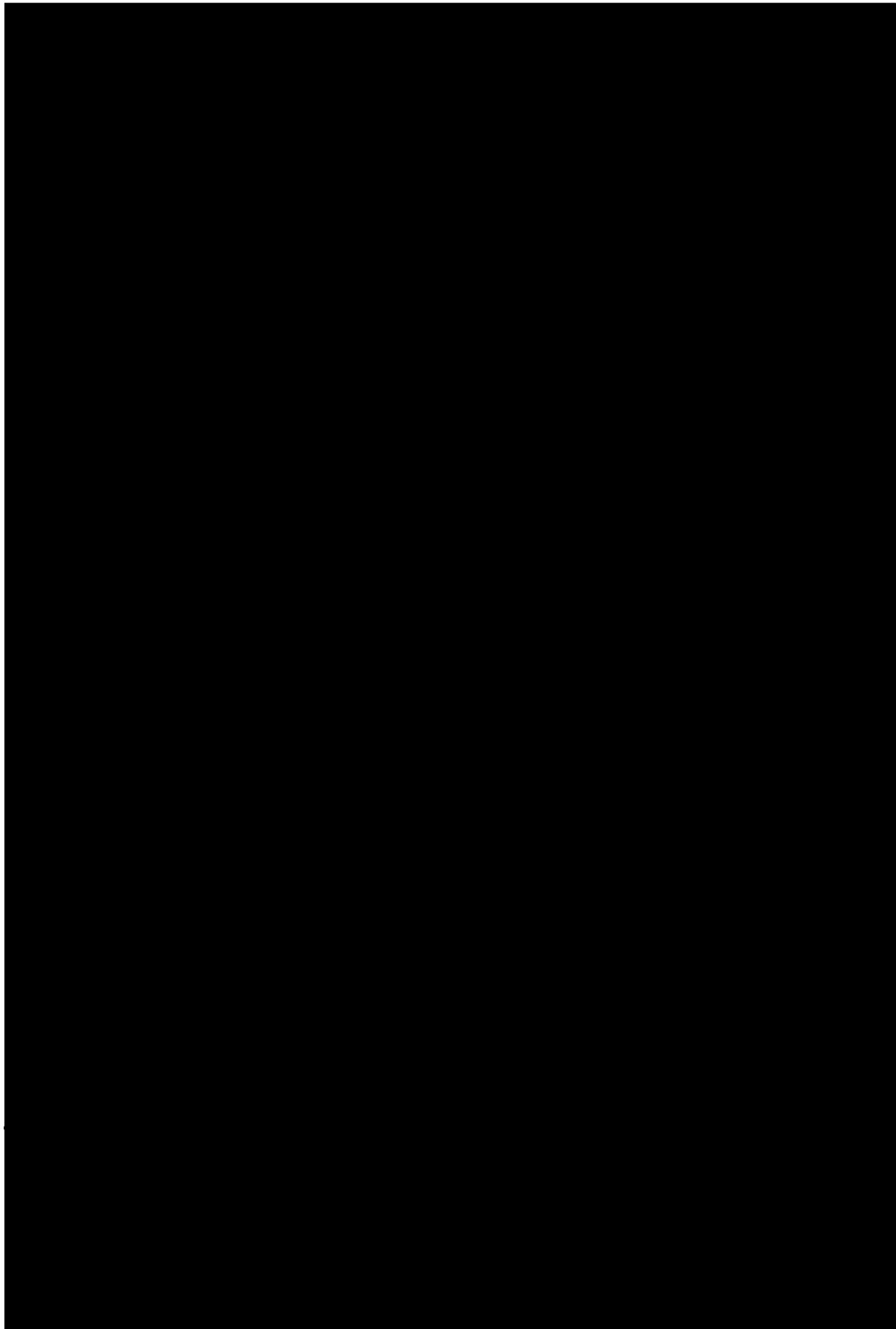


# GROUP STRUCTURE

2

## Beneficiaries of the Zutari Ownership Trust

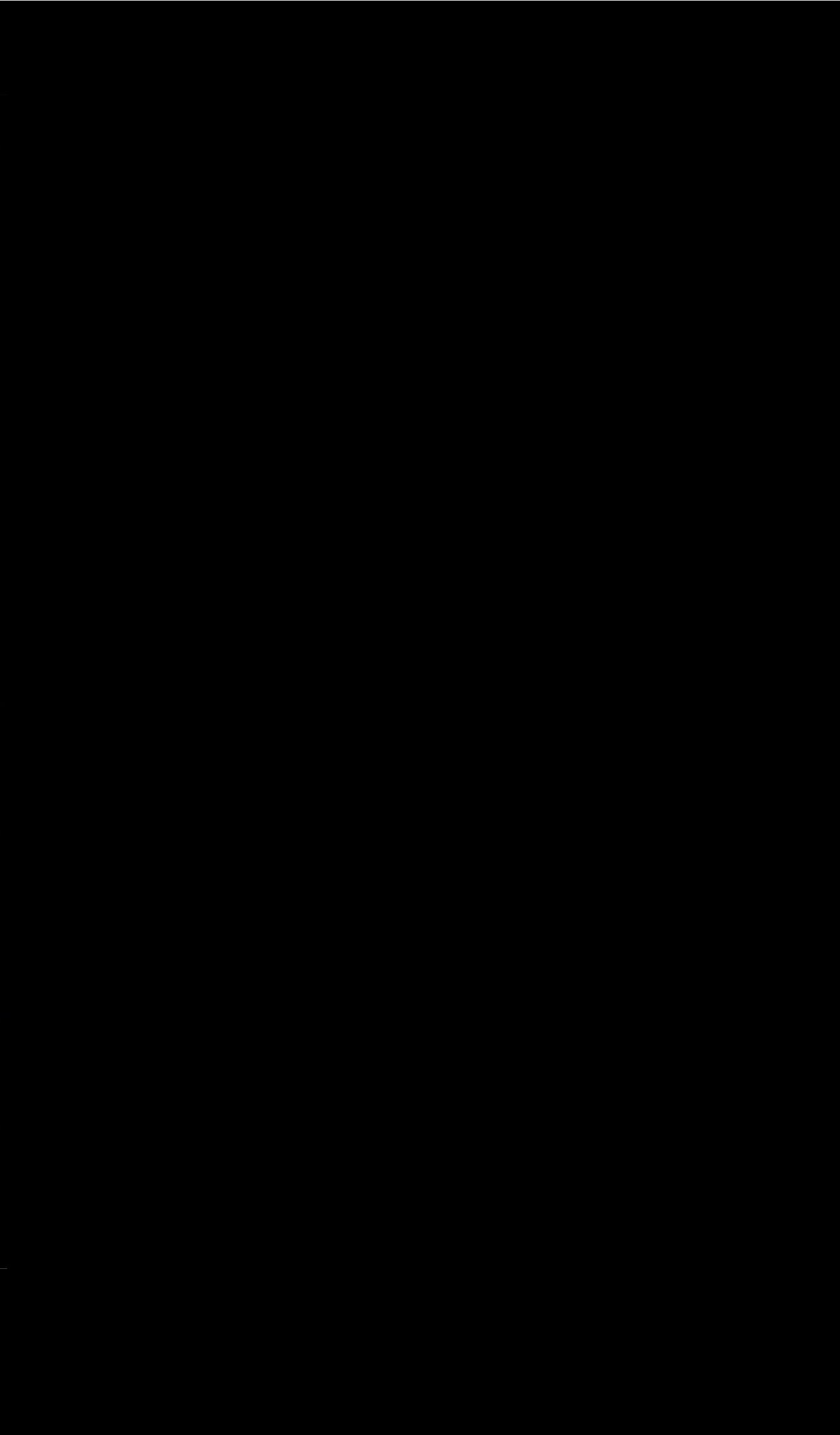






| Full Name | Last Name | Identity / Passport Number | Personal Tax<br>Reference number | State Employee<br>Number<br>/ PERSAI |
|-----------|-----------|----------------------------|----------------------------------|--------------------------------------|
|-----------|-----------|----------------------------|----------------------------------|--------------------------------------|

| First Name | Last Name | Identity / Passport Number | Personal Tax | State Employee Number |
|------------|-----------|----------------------------|--------------|-----------------------|
|------------|-----------|----------------------------|--------------|-----------------------|



| Full Name | Last Name | Identity / Passport Number | Personal Tax<br>Reference number | State Employee<br>Number<br>/ PERSAL |
|-----------|-----------|----------------------------|----------------------------------|--------------------------------------|
|-----------|-----------|----------------------------|----------------------------------|--------------------------------------|

State Employee

Personal Tax



| Full Name | Last Name | Identity / Passport Number | Personal Tax<br>Reference number | State Employee<br>Number<br>/ PERSAL<br>Number |
|-----------|-----------|----------------------------|----------------------------------|------------------------------------------------|
|-----------|-----------|----------------------------|----------------------------------|------------------------------------------------|

## Schedule 7:

- Municipal Account
- Lease Agreement
- Directors Municipal Details

**EXCELLERATE**

Excellerate on Summit, 3A Summit Road,  
Dunkeld West, Johannesburg, 2196

**JHI**

**Tax Invoice & Statement**



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

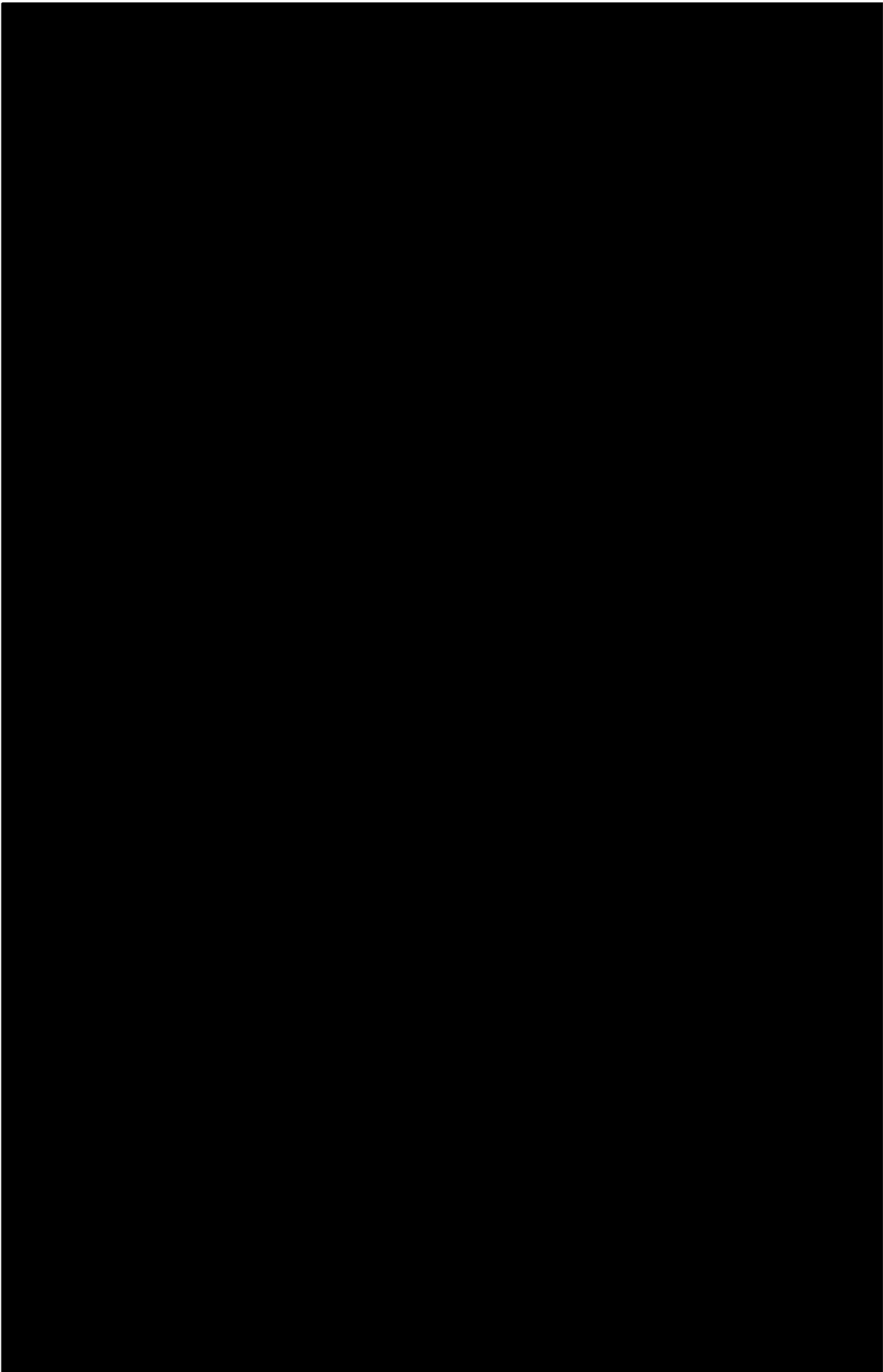
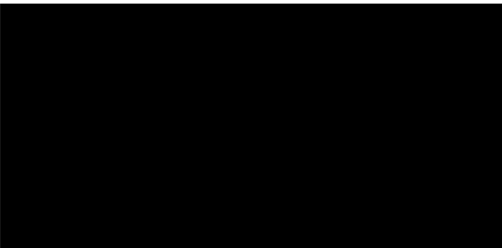
Civic Centre  
12 Hertzog Boulevard 8001  
PO Box 655 Cape Town 8000  
VAT registration number  
4560193497

Tax invoice number  
Customer VAT registration number  
Account number

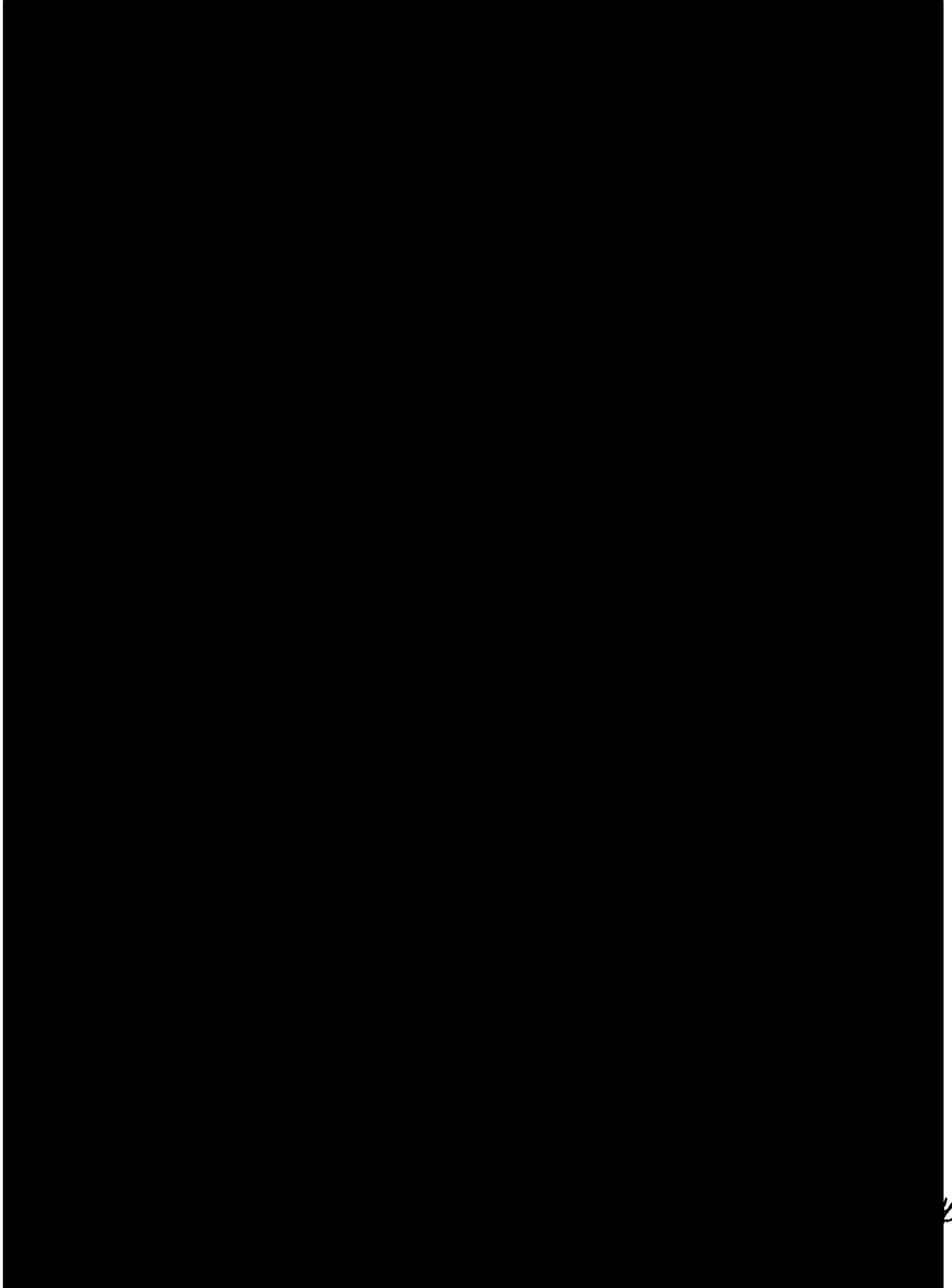


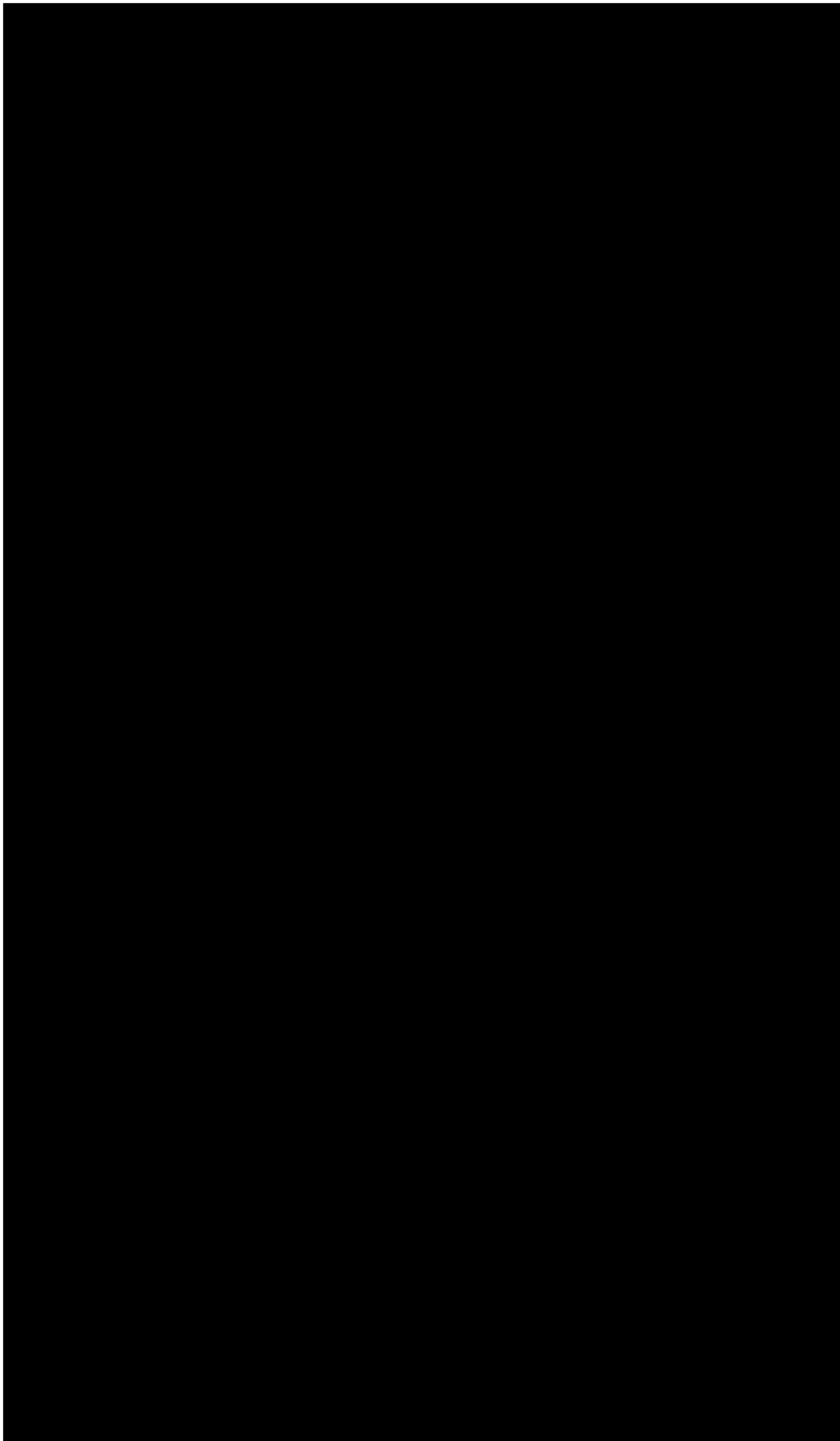
[The following text is a dense, continuous block of characters and symbols, appearing to be a corrupted or heavily redacted document. It contains no legible words or phrases.]

Account details as at 23/04/2025



**LEASE - 188217**  
**(Single Tenant Lease)**







the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has also become an important employer of women, with 4.5 million women employed in the public sector in 1995, compared with 3.5 million in 1980.

There are a number of reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of women in its workforce. In 1995, 85% of the public sector workforce were women, compared with 75% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are full-time and permanent. In 1995, 65% of the public sector workforce were employed on full-time contracts, compared with 55% in 1980. This is due to the fact that the public sector has a high proportion of jobs that are considered to be essential services, such as health care and education.

A third reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are well-paid. In 1995, the average salary of a public sector employee was £18,000, compared with £15,000 in 1980. This is due to the fact that the public sector has a high proportion of jobs that are considered to be high status, such as those in the civil service and the judiciary.

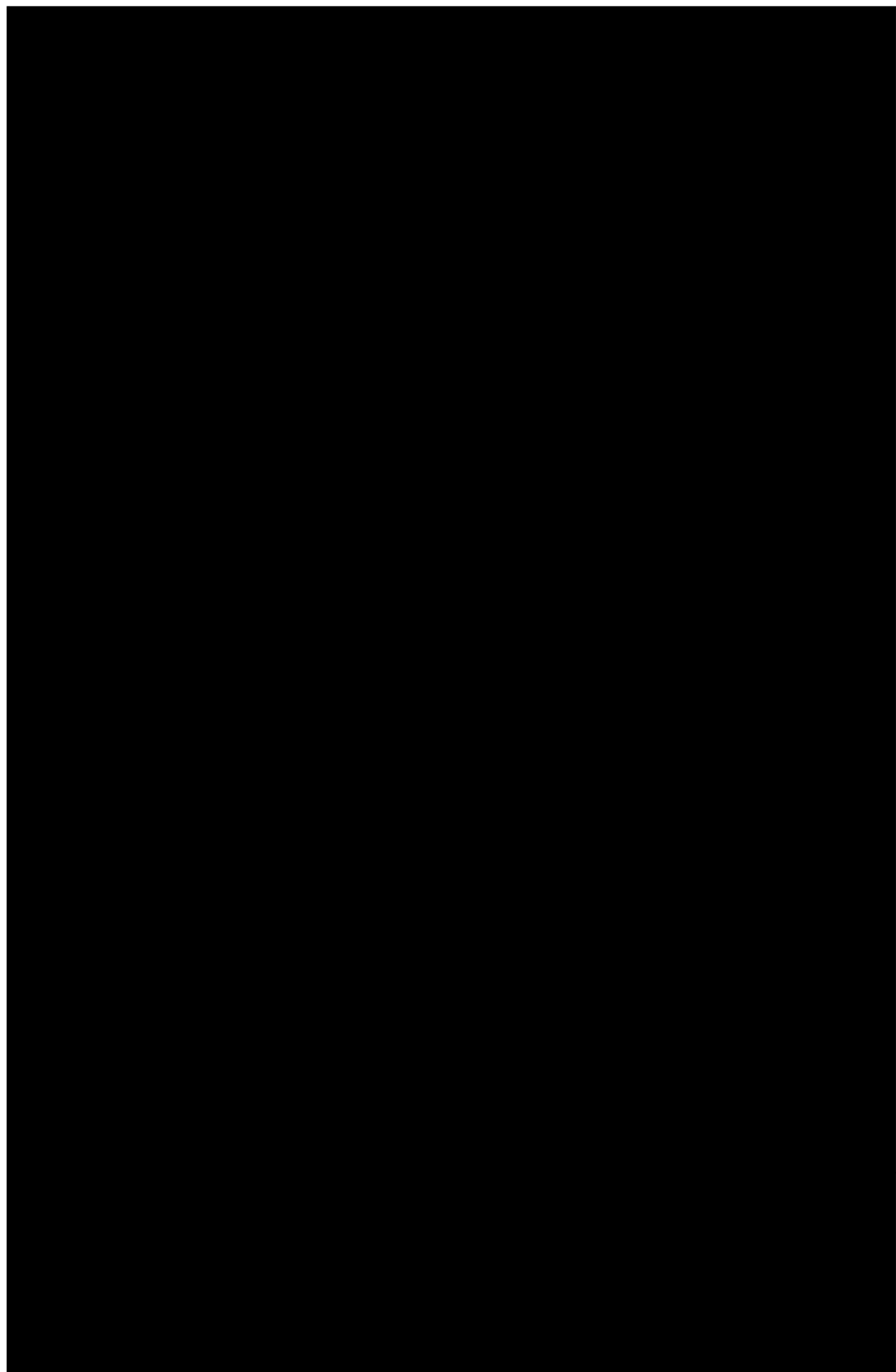
There are a number of other factors that have contributed to the growth of the public sector as an employer of women. These include the fact that the public sector has a high proportion of jobs that are located in urban areas, where there is a high concentration of women. It also has a high proportion of jobs that are located in the central and inner city areas, where there is a high concentration of women.

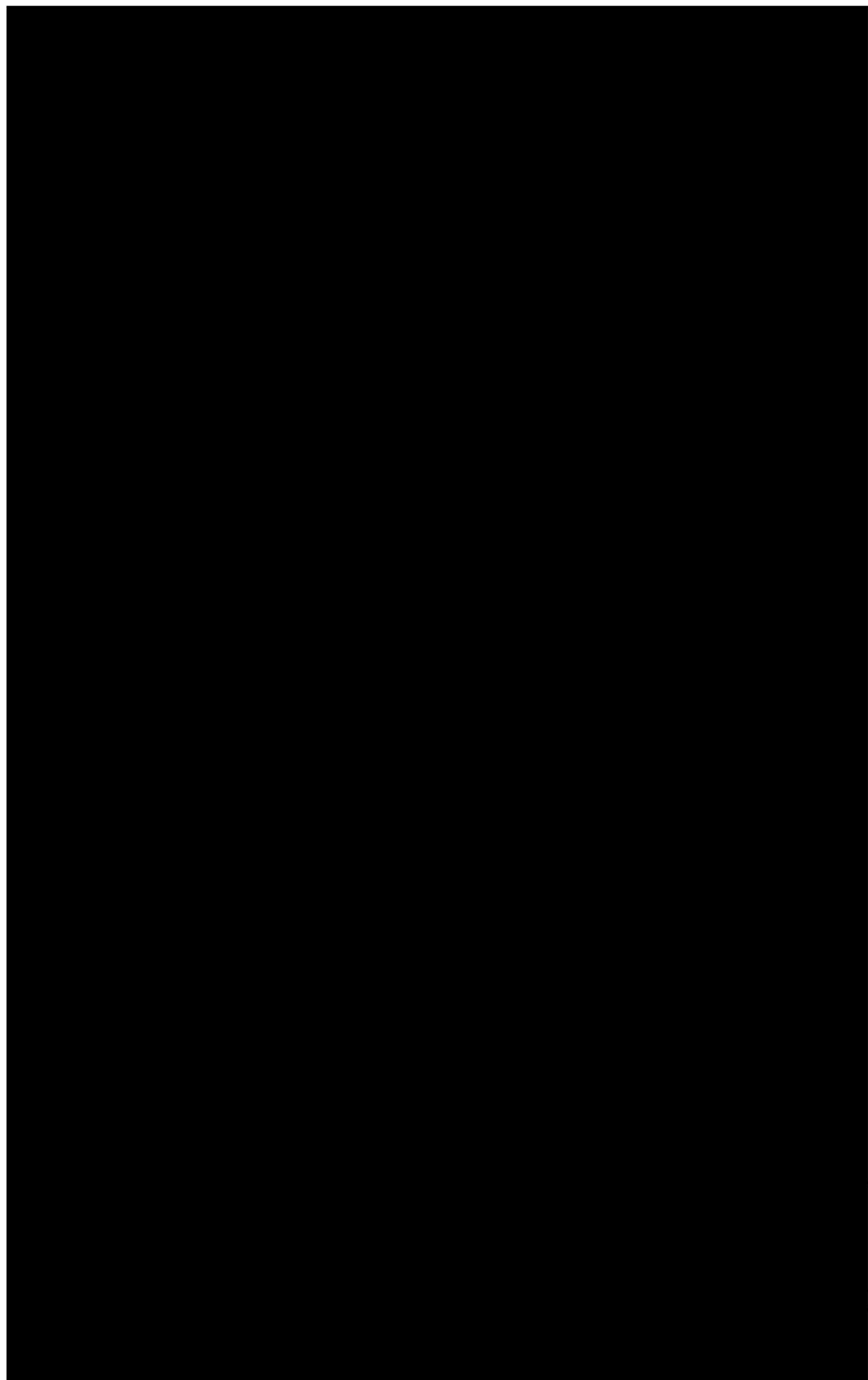
The public sector has also become an important employer of women because it has a high proportion of jobs that are considered to be secure. In 1995, 65% of the public sector workforce were employed on permanent contracts, compared with 55% in 1980. This is due to the fact that the public sector has a high proportion of jobs that are considered to be essential services, such as health care and education.

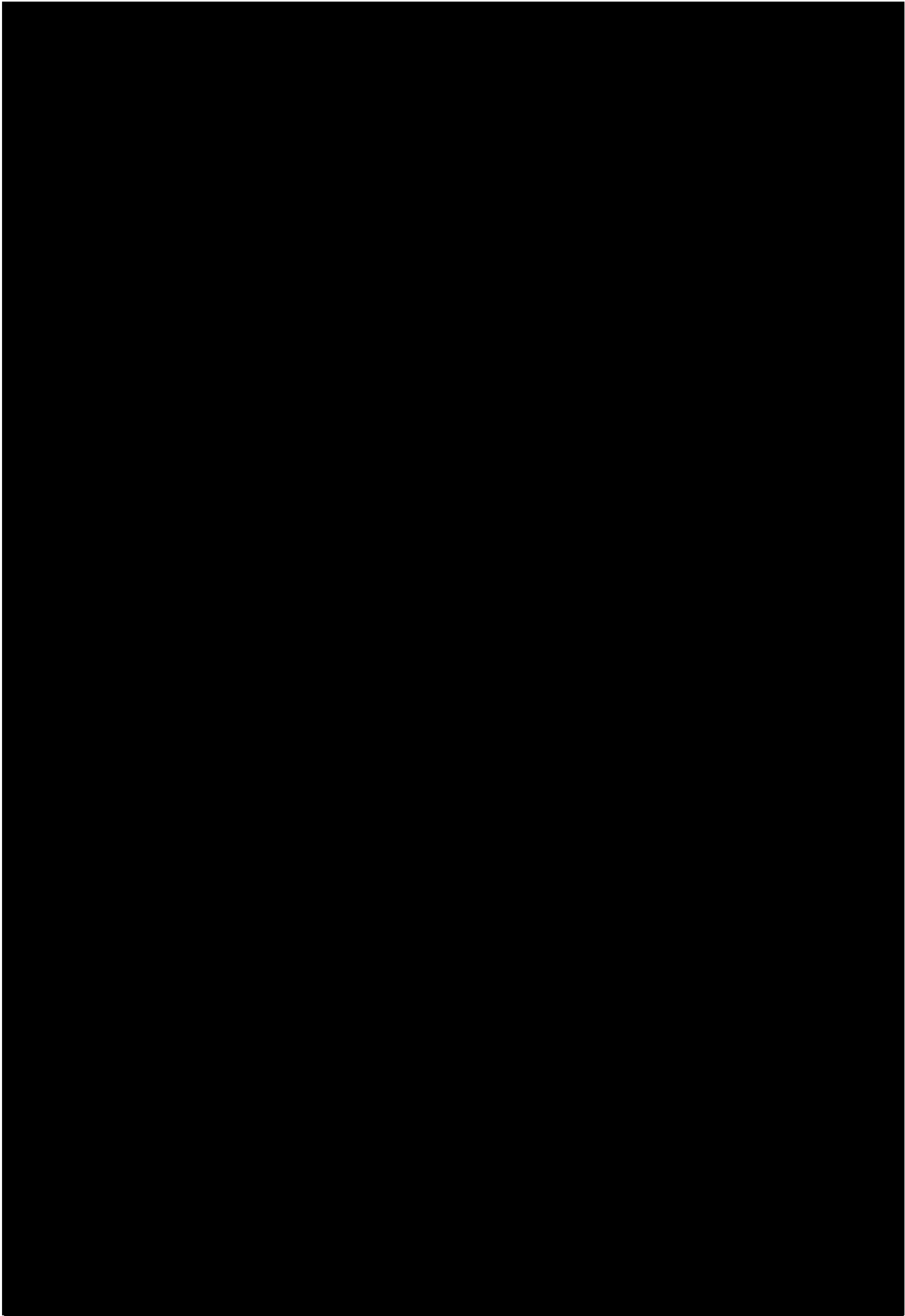
There are a number of other factors that have contributed to the growth of the public sector as an employer of women. These include the fact that the public sector has a high proportion of jobs that are located in urban areas, where there is a high concentration of women. It also has a high proportion of jobs that are located in the central and inner city areas, where there is a high concentration of women.

The public sector has also become an important employer of women because it has a high proportion of jobs that are considered to be secure. In 1995, 65% of the public sector workforce were employed on permanent contracts, compared with 55% in 1980. This is due to the fact that the public sector has a high proportion of jobs that are considered to be essential services, such as health care and education.

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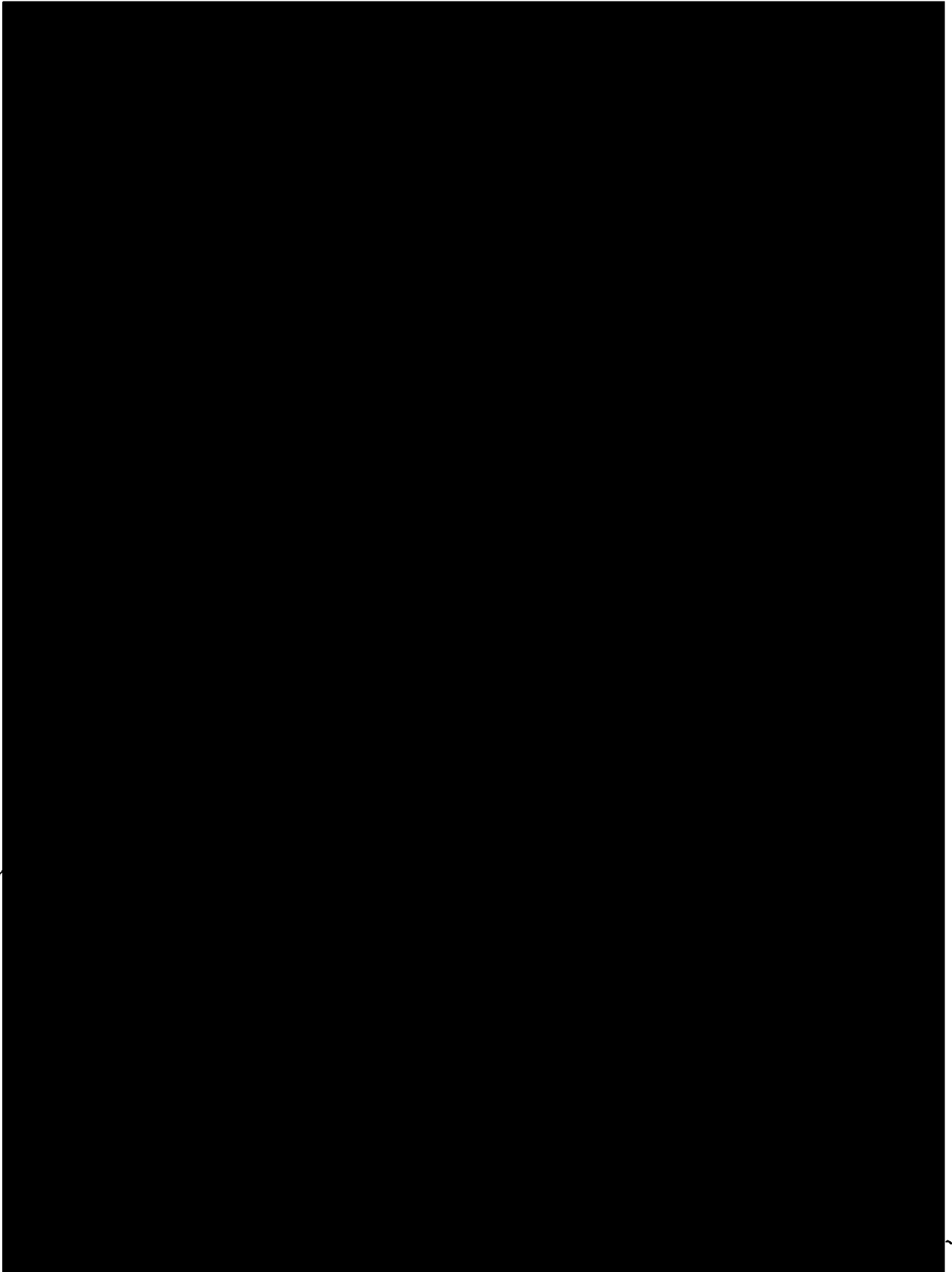








**5. SINGLE TENANT LEASE AGREEMENT**



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

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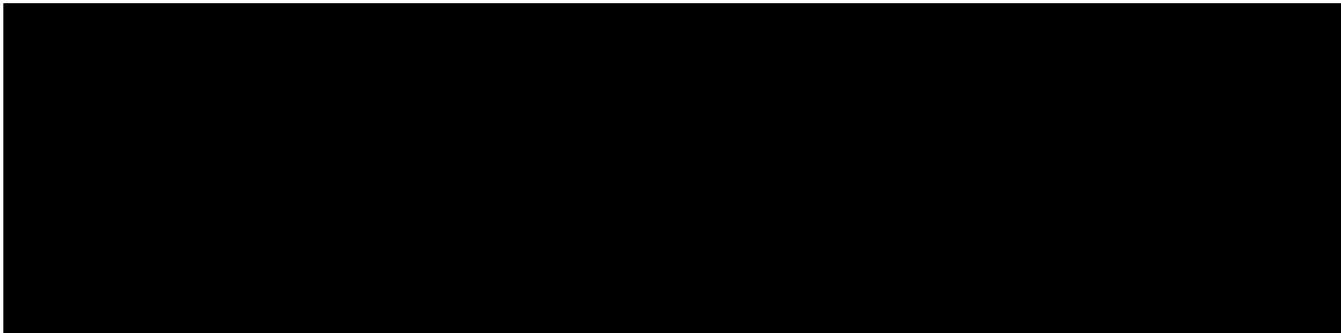
The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

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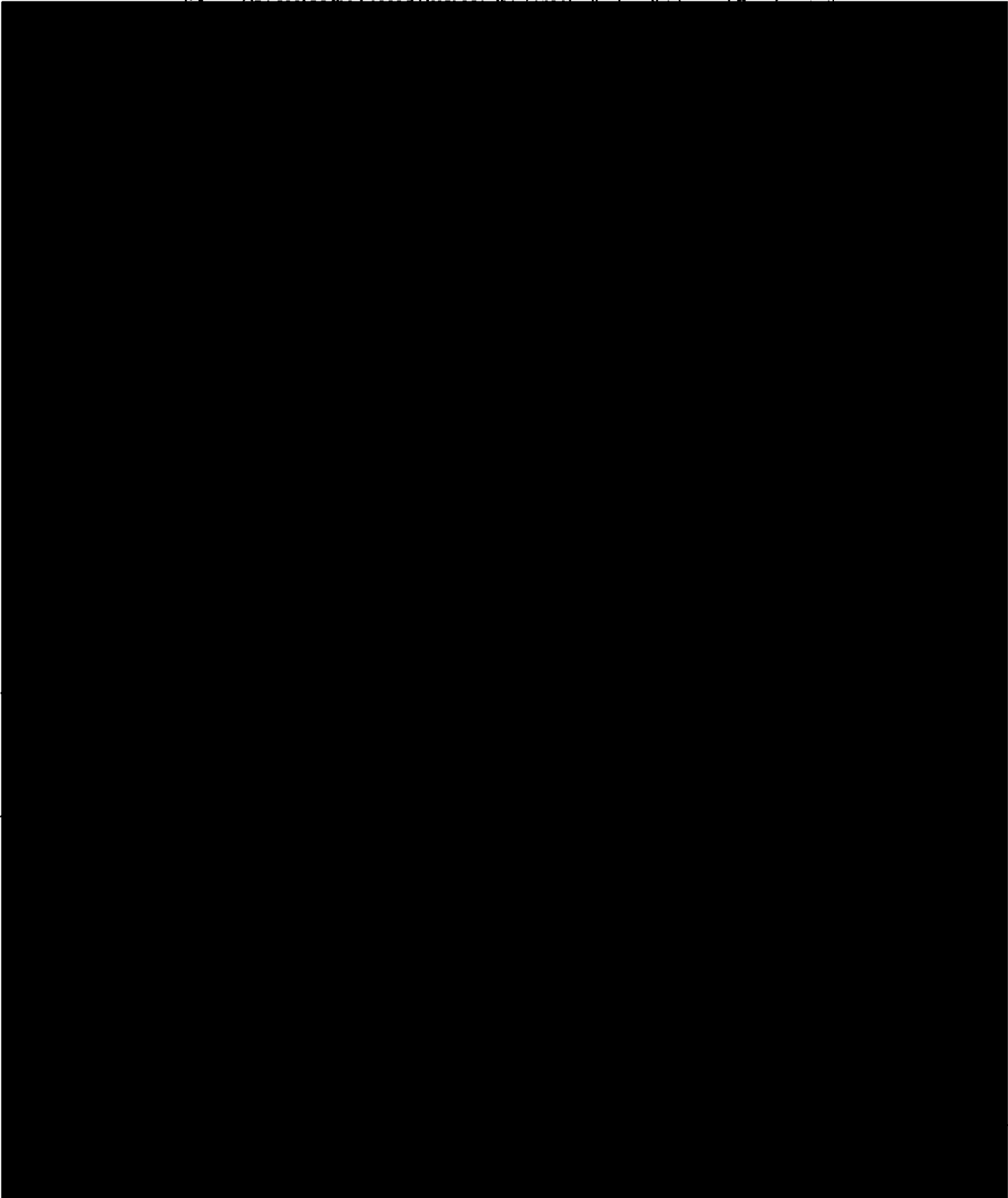
The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a key factor in the overall growth of the economy. The public sector has become a major provider of social services, and its growth has been a key factor in the overall growth of the economy.



6. **ALTERATIONS, ADDITIONS AND REINSTATEMENT OF THE LEASED PREMISES**

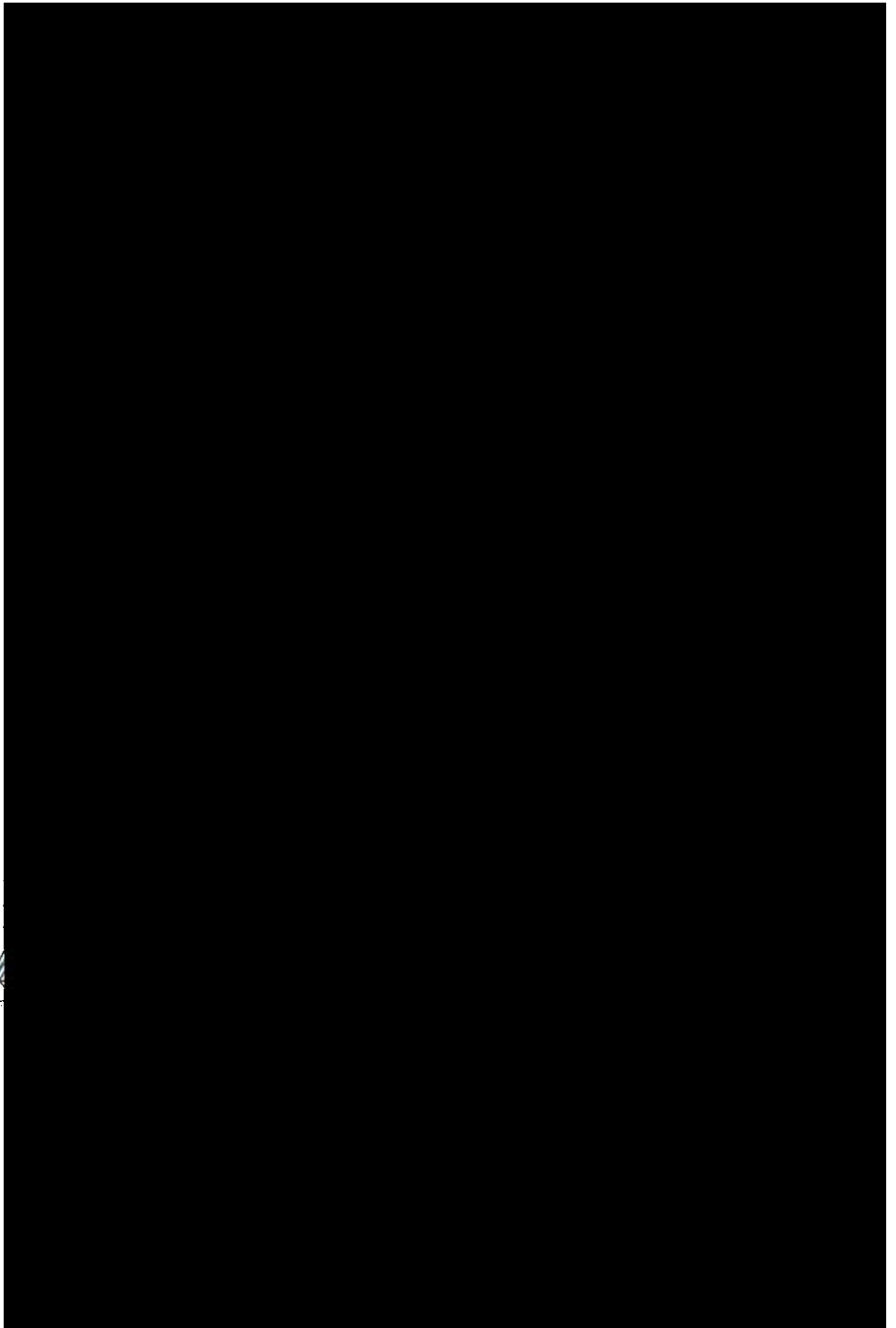
6.1 **Operation of the Leased Premises, the Tenant's Right to Alter and Reinstatement**



Editor's Unreviewed Disclosure:

## 7. MANAGEMENT AND USE OF THE PROPERTY





Execution  
CQ Rev. 2: 08

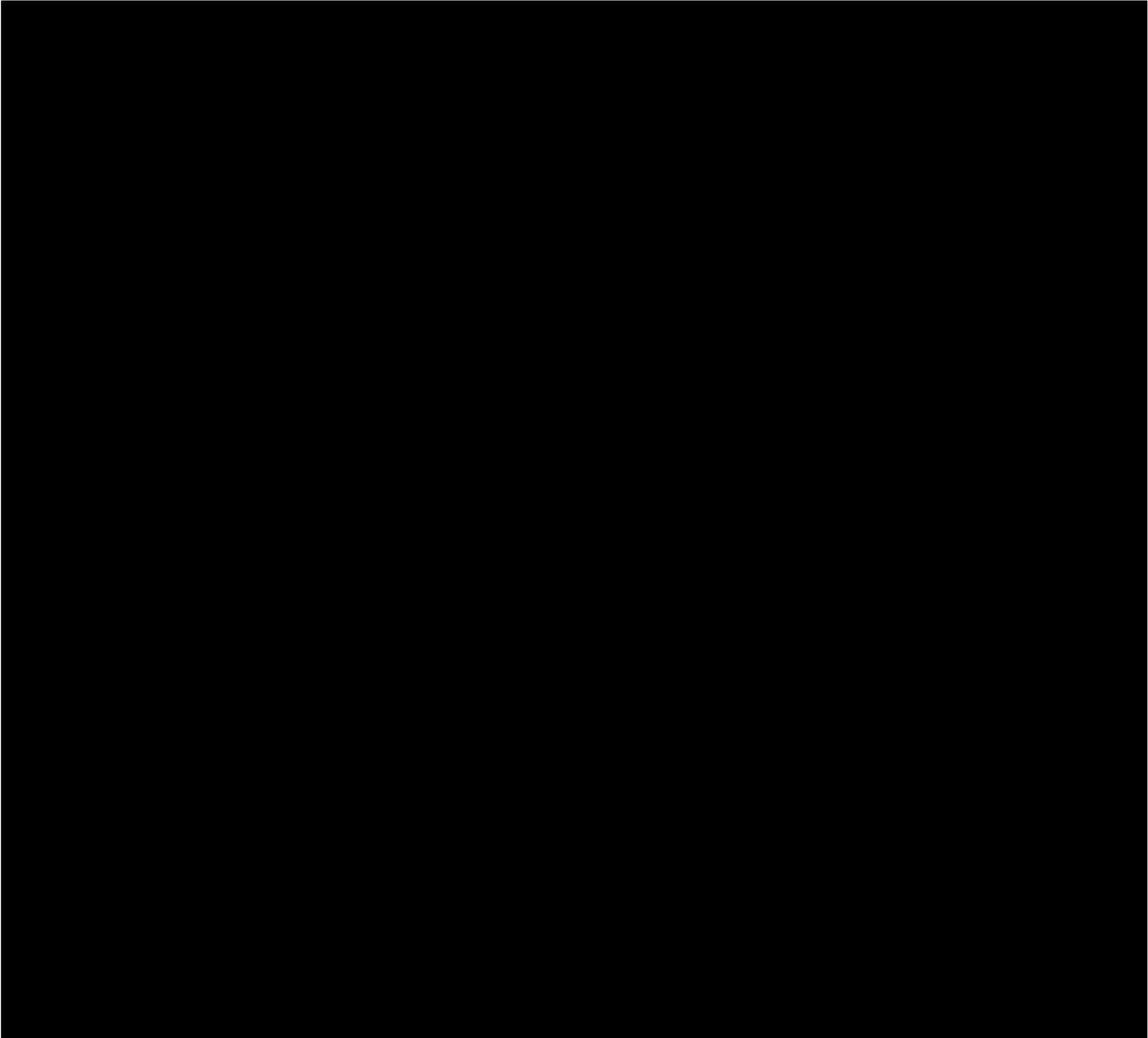
Par  
Doc  
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2

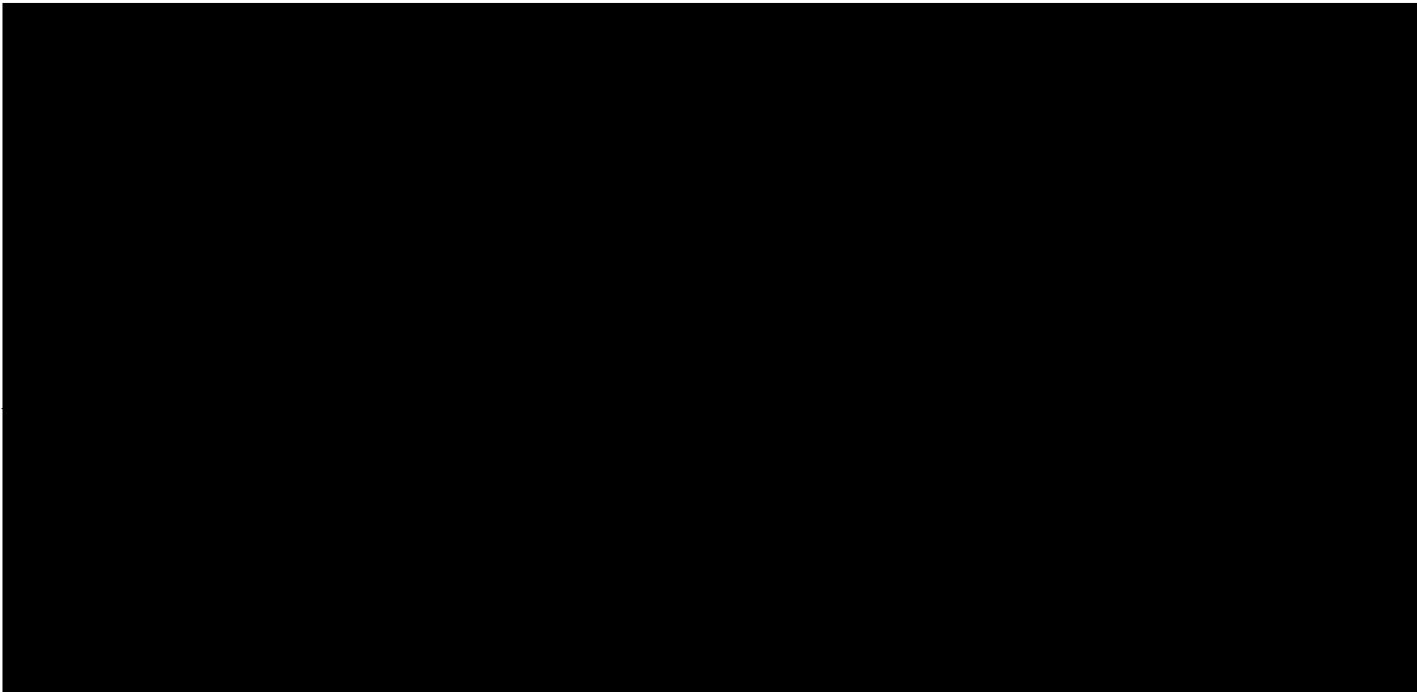
**8 EXCLUSION OF LANDLORD'S LIABILITY FOR DAMAGES**

**9 CESSION AND SUBLETTING**

**10 BREACH AND CANCELLATION**



## **11 DAMAGE AND DESTRUCTION**



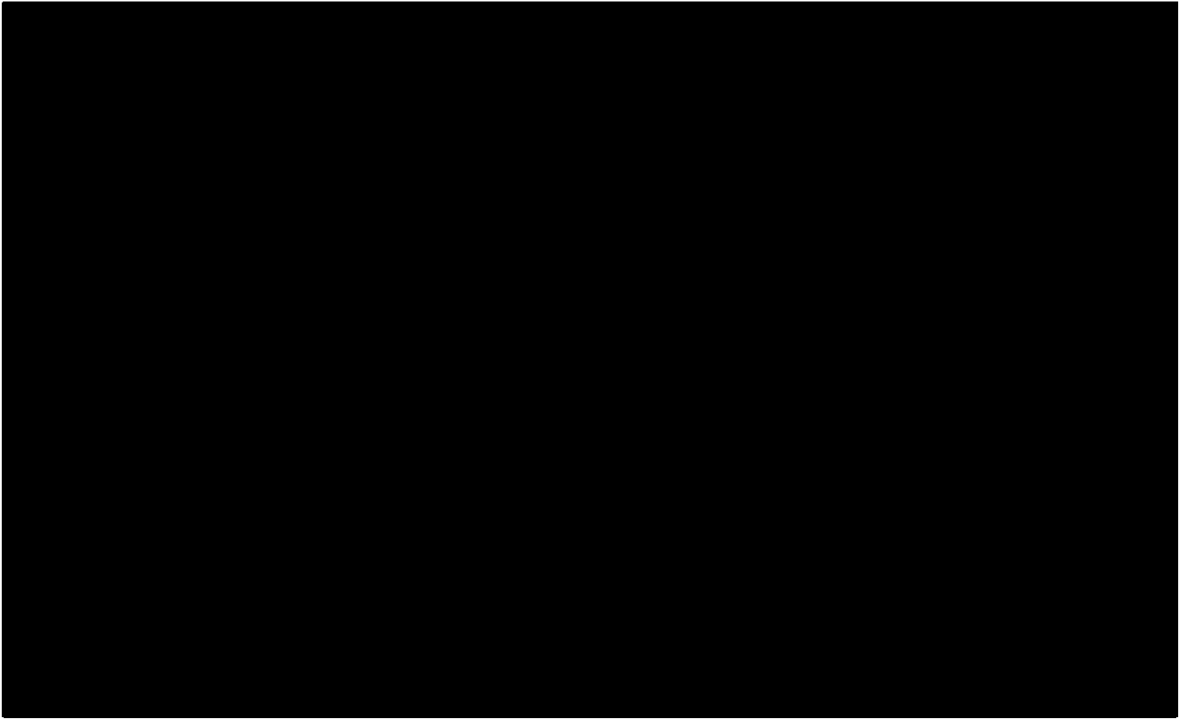


**12 CREDIT VERIFICATION**

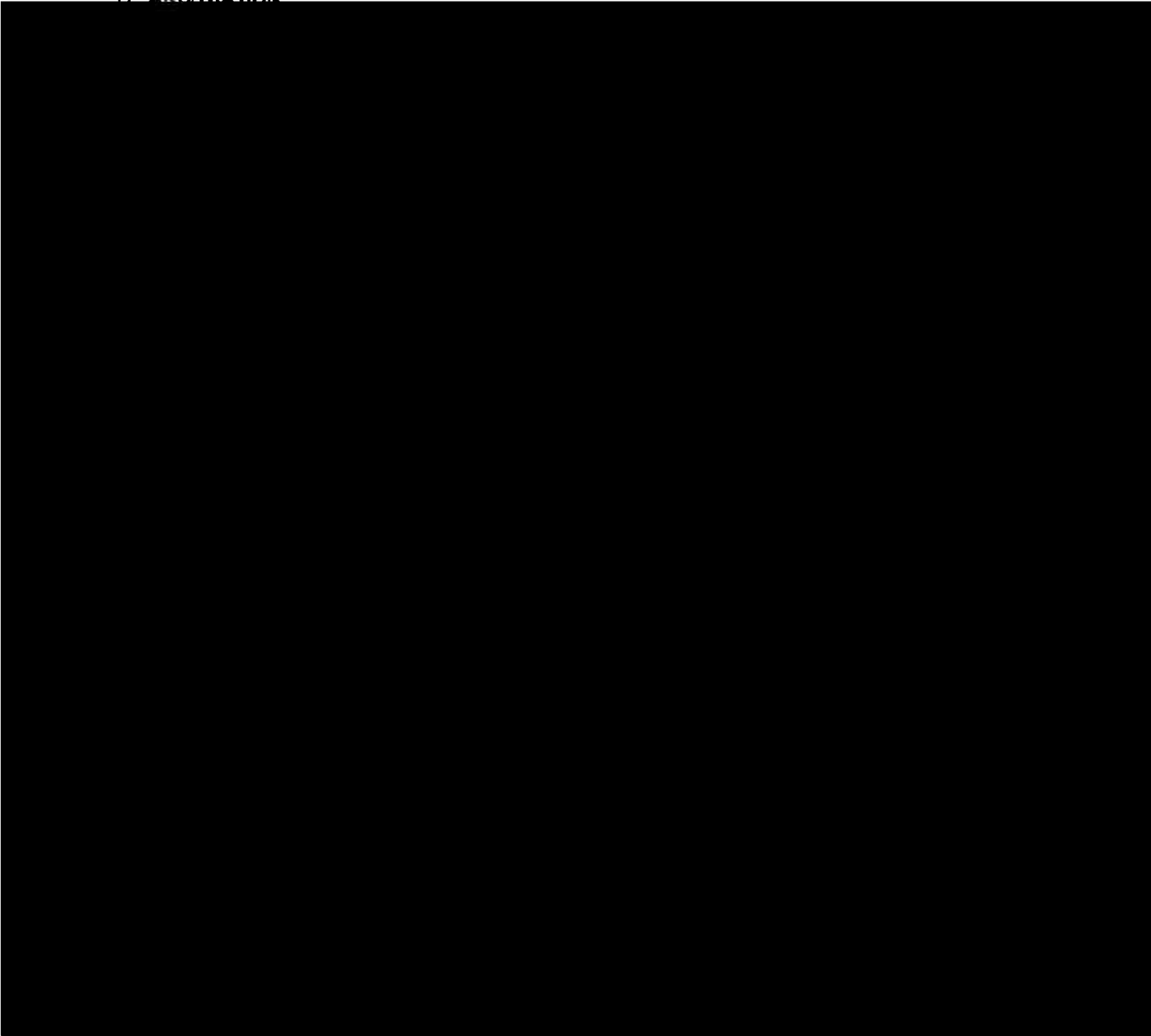
**13 DEPOSIT OR BANK GUARANTEE**

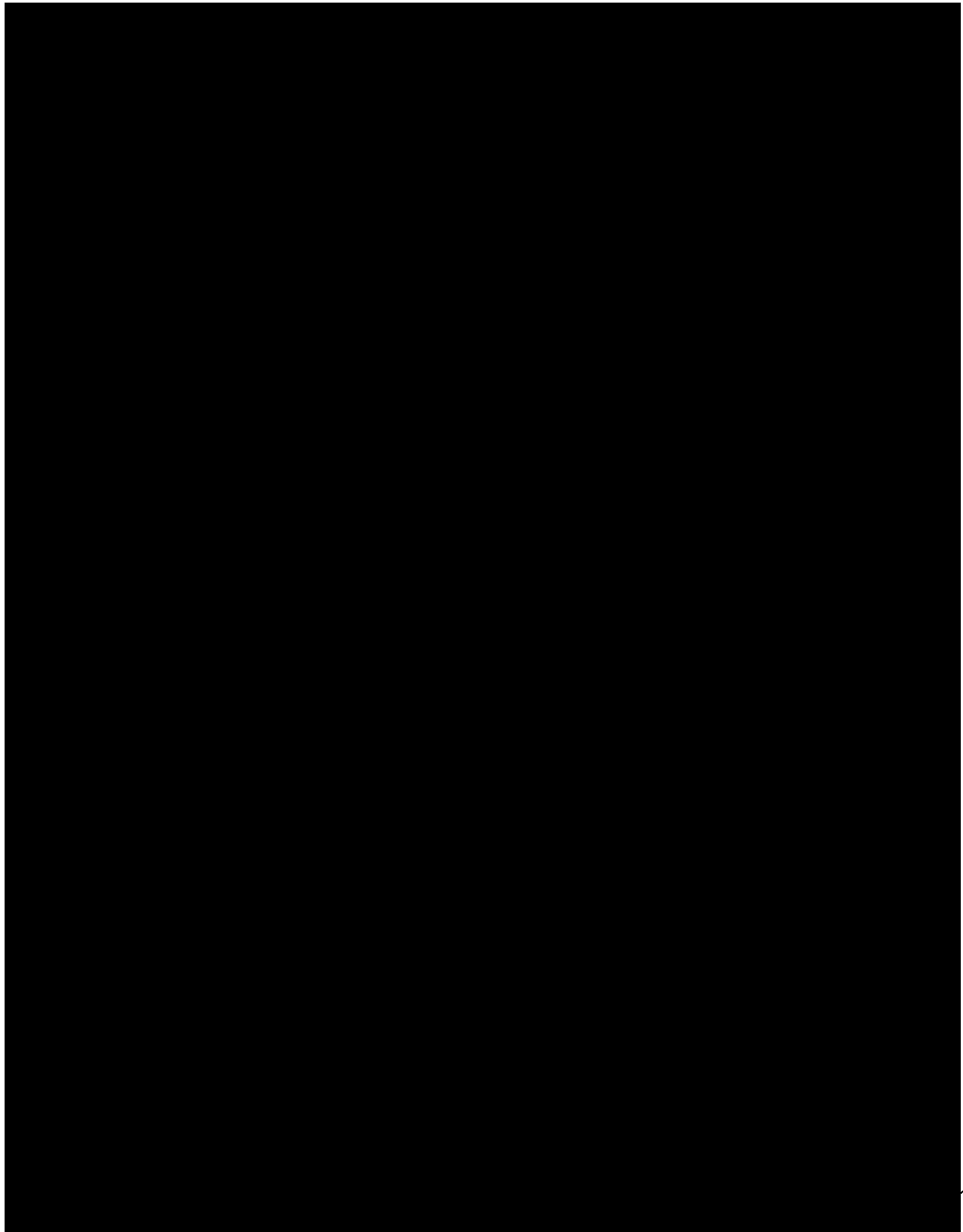
**14 SURETYSHIP**

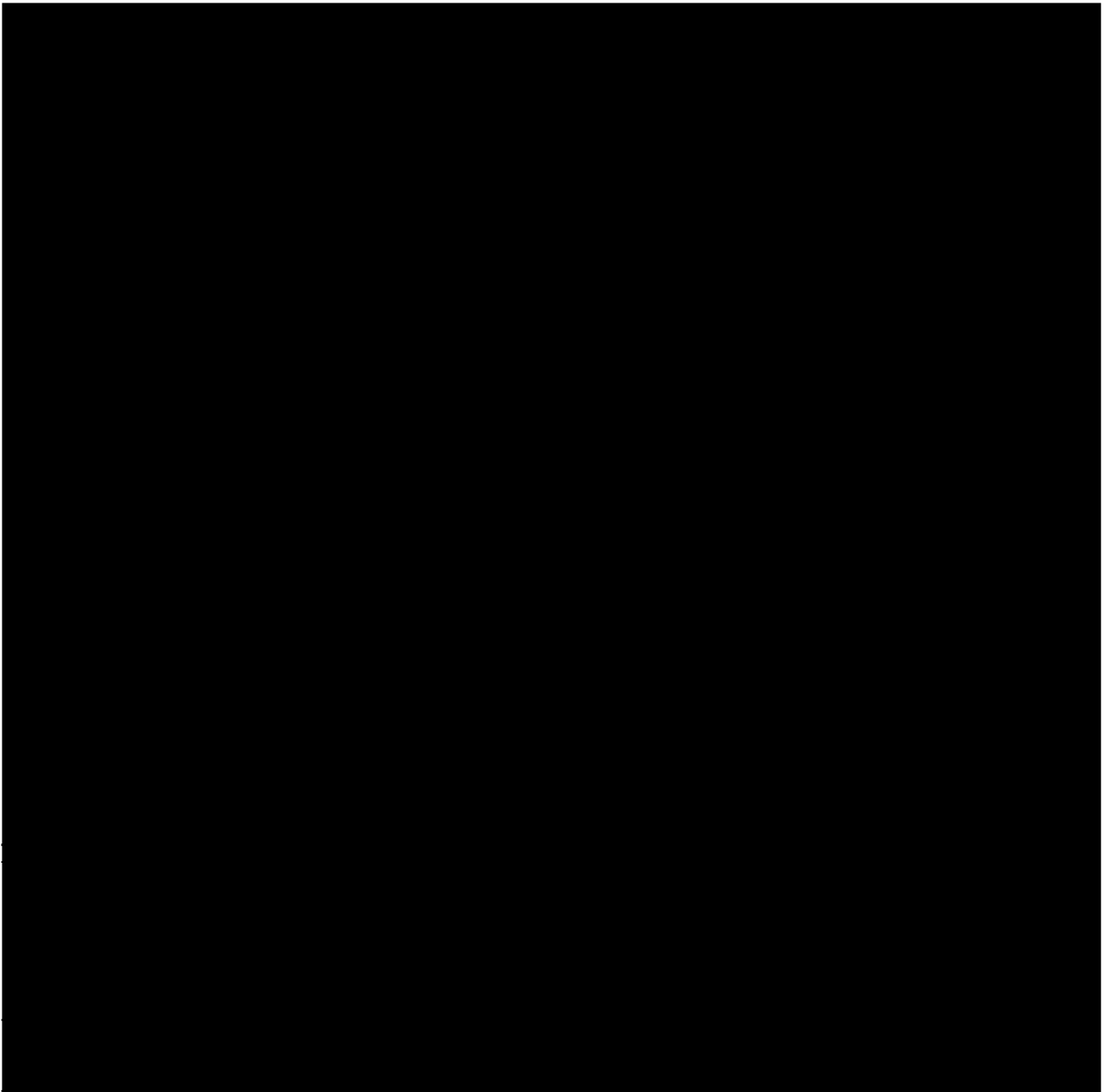
**15 ADDRESS FOR SERVICE OF DOCUMENTS AND NOTICES (DOMICILIUM AND NOTICES)**



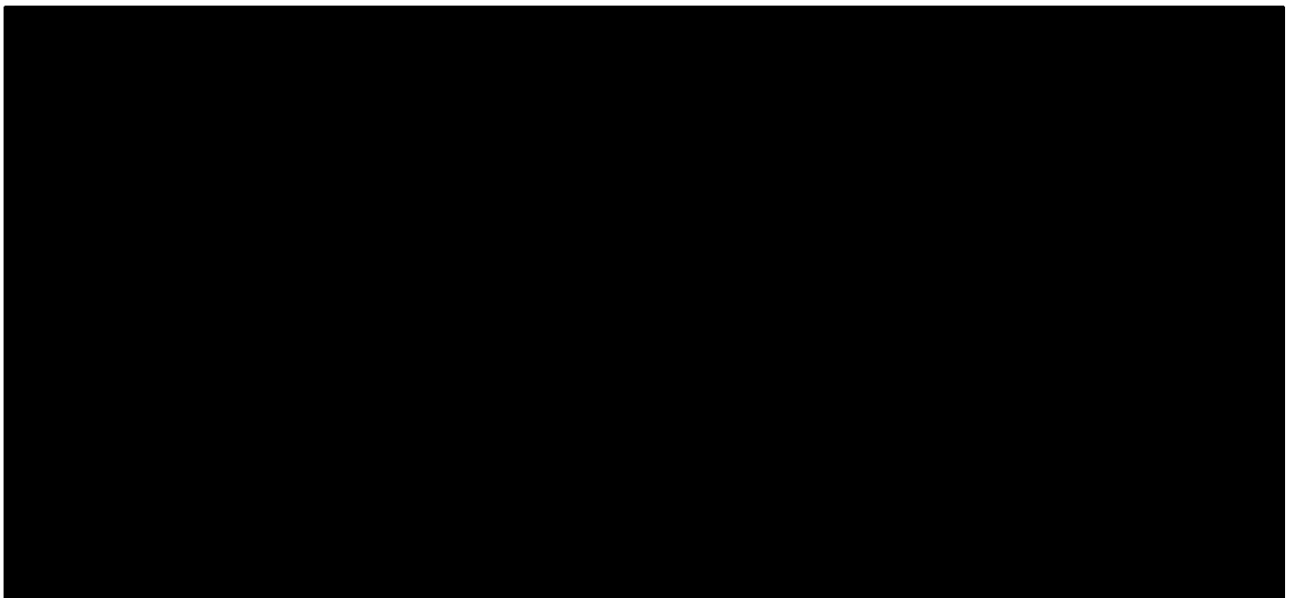
## 17. ARBITRATION







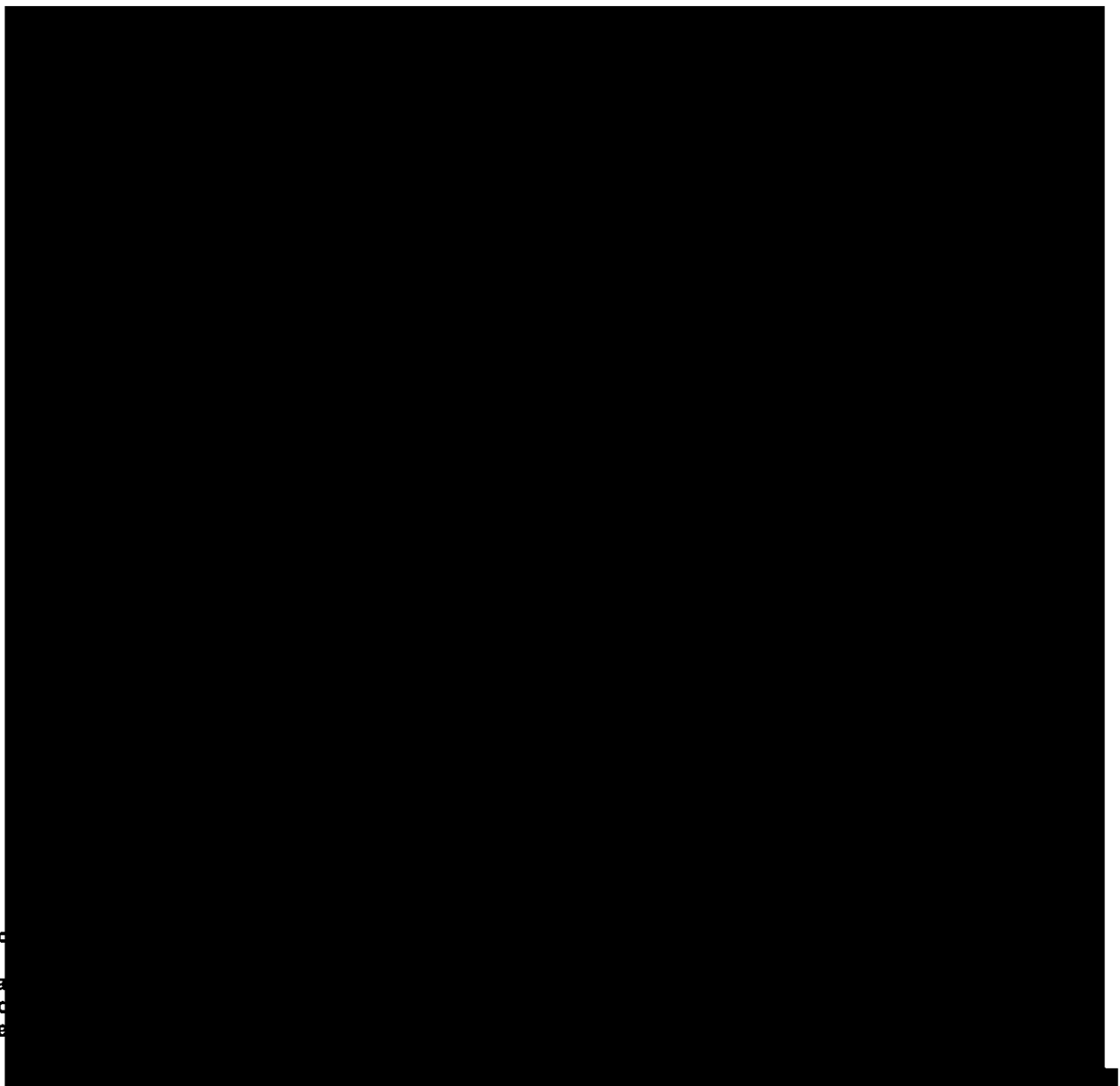
**18 RENEWAL OF THIS LEASE**







19 GENERAL



Co  
Pa  
Do  
Re

2



**20 SIGNATURE**

Any signatory for the Tenant hereby warrants that he/she is authorised to sign the Lease Agreement on behalf of the Tenant and that the Tenant is empowered to enter into this Lease Agreement.

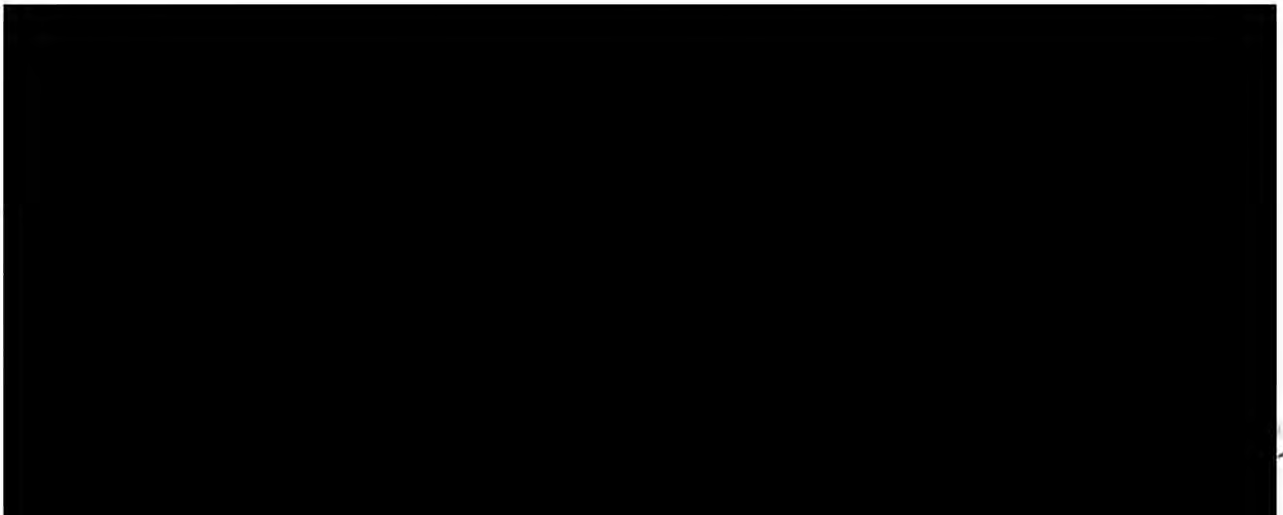
|      | SIGNATURE(S) OF/FOR TENANT(S) | PLACE | DATE |
|------|-------------------------------|-------|------|
| 20.1 |                               |       |      |
| (a)  |                               |       |      |
| (b)  |                               |       |      |

|      | DETAILS OF SIGNATORY OF/FOR TENANT(S)<br>(FULL NAME) |
|------|------------------------------------------------------|
| 20.2 |                                                      |
| (a)  |                                                      |
| (b)  |                                                      |

|      | CAPACITY | REGISTRATION/ID/PERMIT NUMBER |
|------|----------|-------------------------------|
| 20.3 |          |                               |
| (a)  |          |                               |
| (b)  |          |                               |

|      | SIGNATURE FOR LANDLORD | PLACE | DATE |
|------|------------------------|-------|------|
| 20.4 |                        |       |      |

|      | FULL NAMES OF SIGNATORY FOR LANDLORD | CAPACITY |
|------|--------------------------------------|----------|
| 20.5 |                                      |          |
|      |                                      |          |



ANNEXURE 1.17.1

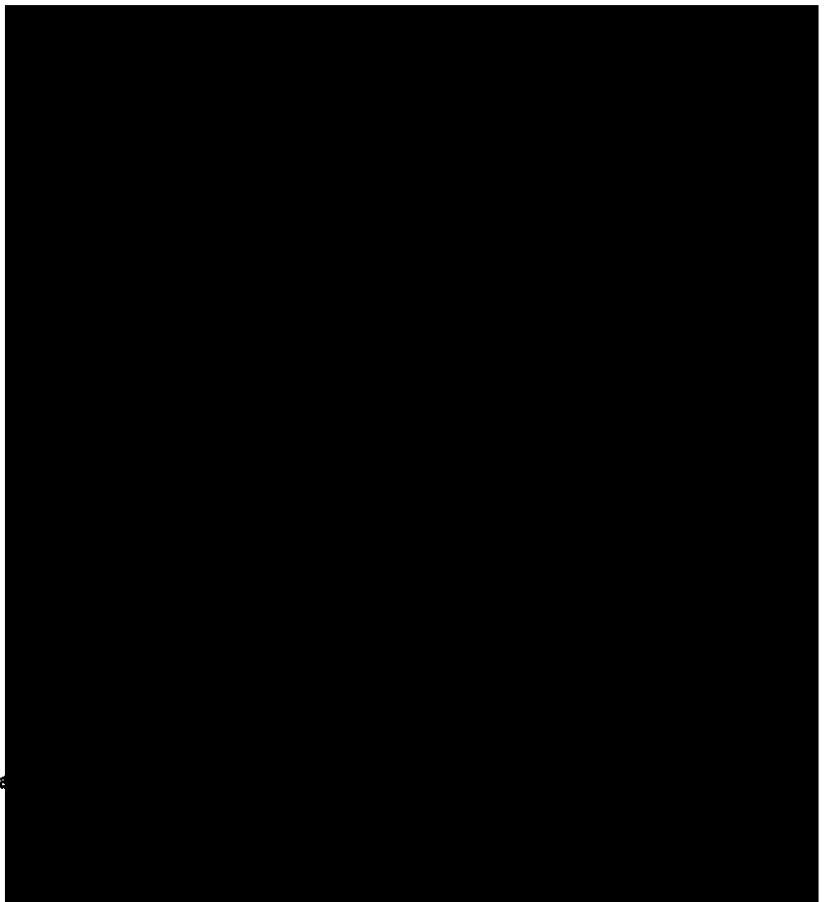
TENANT'S LETTER OF AUTHORITY (TO BE PROVIDED BY ZUTARI)

See letter

9.

Execution version; Single Tenant Lease; Zutari Easement  
C Rev. 2: 08.05.2021

P:  
Documents  
Reference No. 266C/2024/25





T +27

13 May 2021

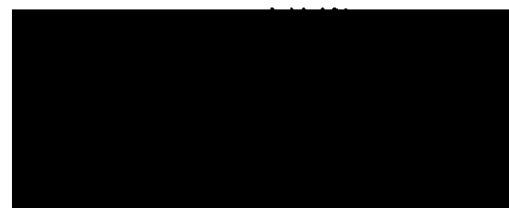
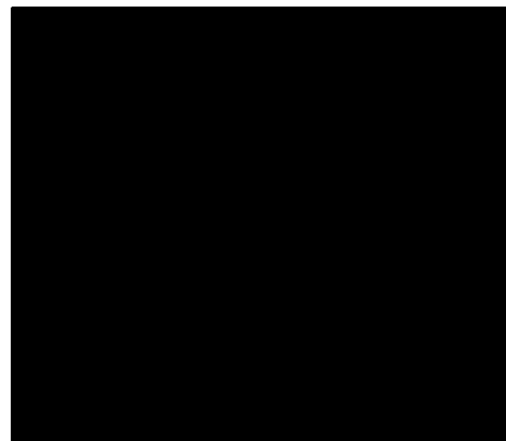
TO WHOM IT MAY CONCERN

AUTHORITY FOR SIGNATORY



PLAN OF PREMISES (TO BE INSERTED HERE)

*See plans*



# GROUND FLOOR

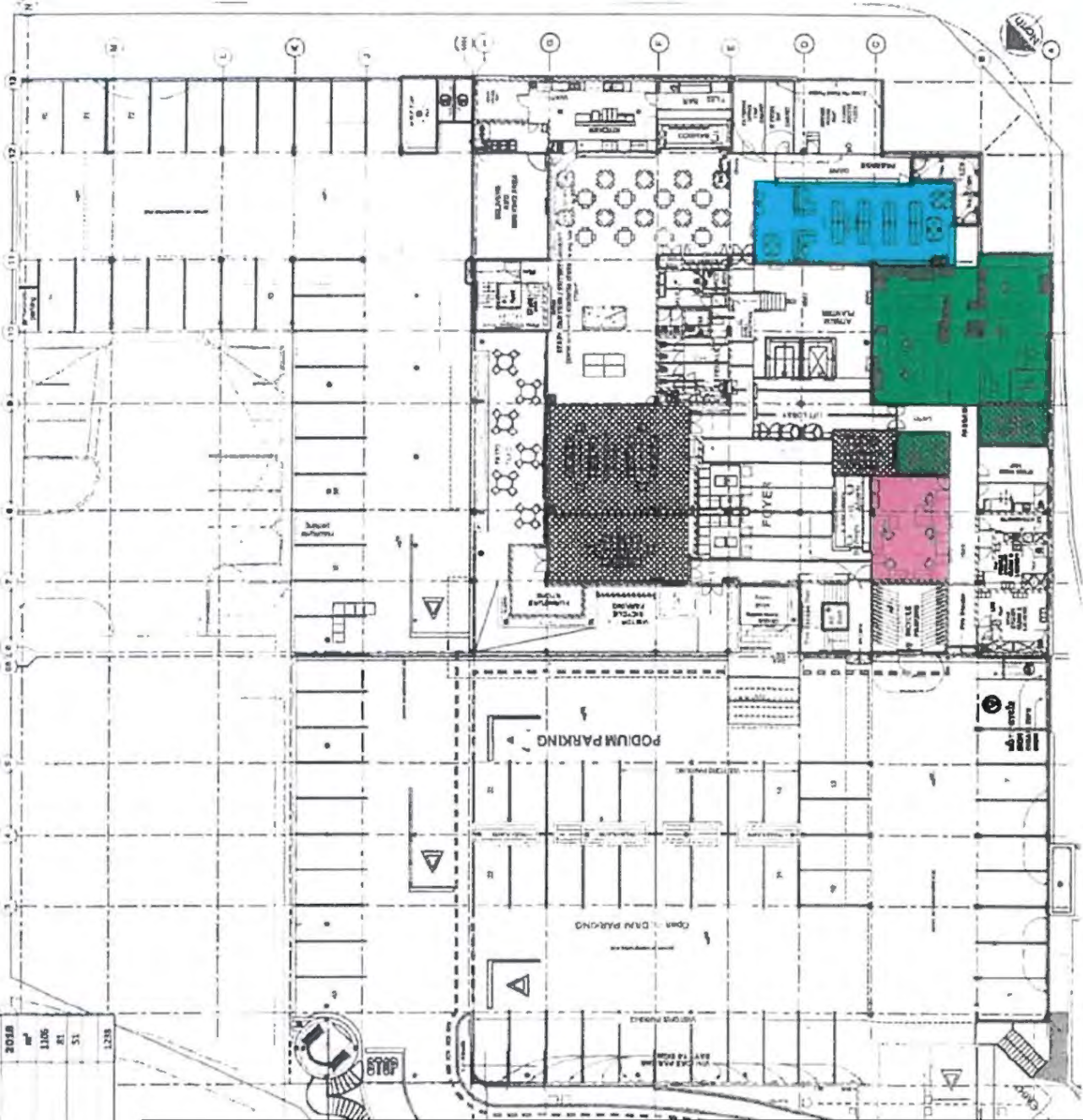
Spaces occupied

TENANTS  
 OFFICE  
 RESIDENTIAL  
 RESIDENTIAL

1105  
 81  
 51

Total

2038



**aurecon**  
 www.aurecon.co.za

AURECON DESIGN CENTER  
 CAPE TOWN  
 SOUTH AFRICA

GROUND FLOOR LAYOUT PLAN

2018

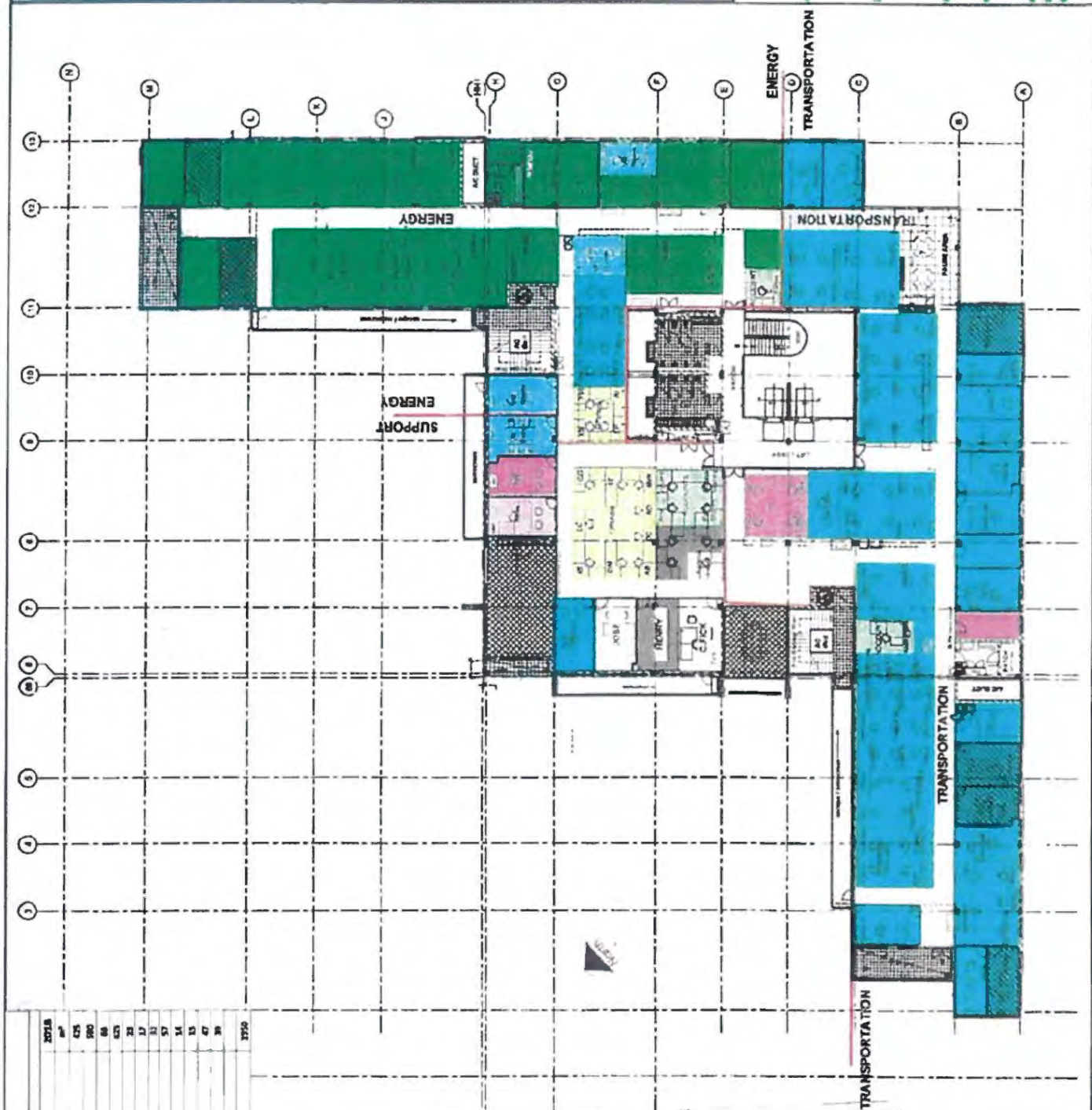
REVISION

DATE





| 2ND FLOOR      |                                      | 2013  |
|----------------|--------------------------------------|-------|
| Space occupied |                                      | sq ft |
| TERMINALS      | Energy                               | 425   |
| OPT/LA/TE      | Transportation                       | 190   |
| RA3/ATC        | Office                               | 66    |
| OPT/LA/DF      | CT Office                            | 425   |
| OPT/LA/CM      | Outlook Center (Inc. Rm) and support | 33    |
|                | MDA Regional Manager (Rm)            | 17    |
|                | History and Support (CT OFFICE)      | 33    |
| INSTRUMENT     | VR                                   | 57    |
|                | MC E&E                               | 14    |
| REPAIRS        | Business Developer (Address)         | 15    |
|                | MC                                   | 47    |
|                | Annex                                | 36    |
| Total          |                                      | 1750  |



**aurecon**

Century City

AURECON DESIGN CENTER  
CENTURY CITY  
SOUTH AFRICA

2ND FLOOR LAYOUT PLAN

2013

1:1000

DATE: 2013/01/11

BY: [Signature]

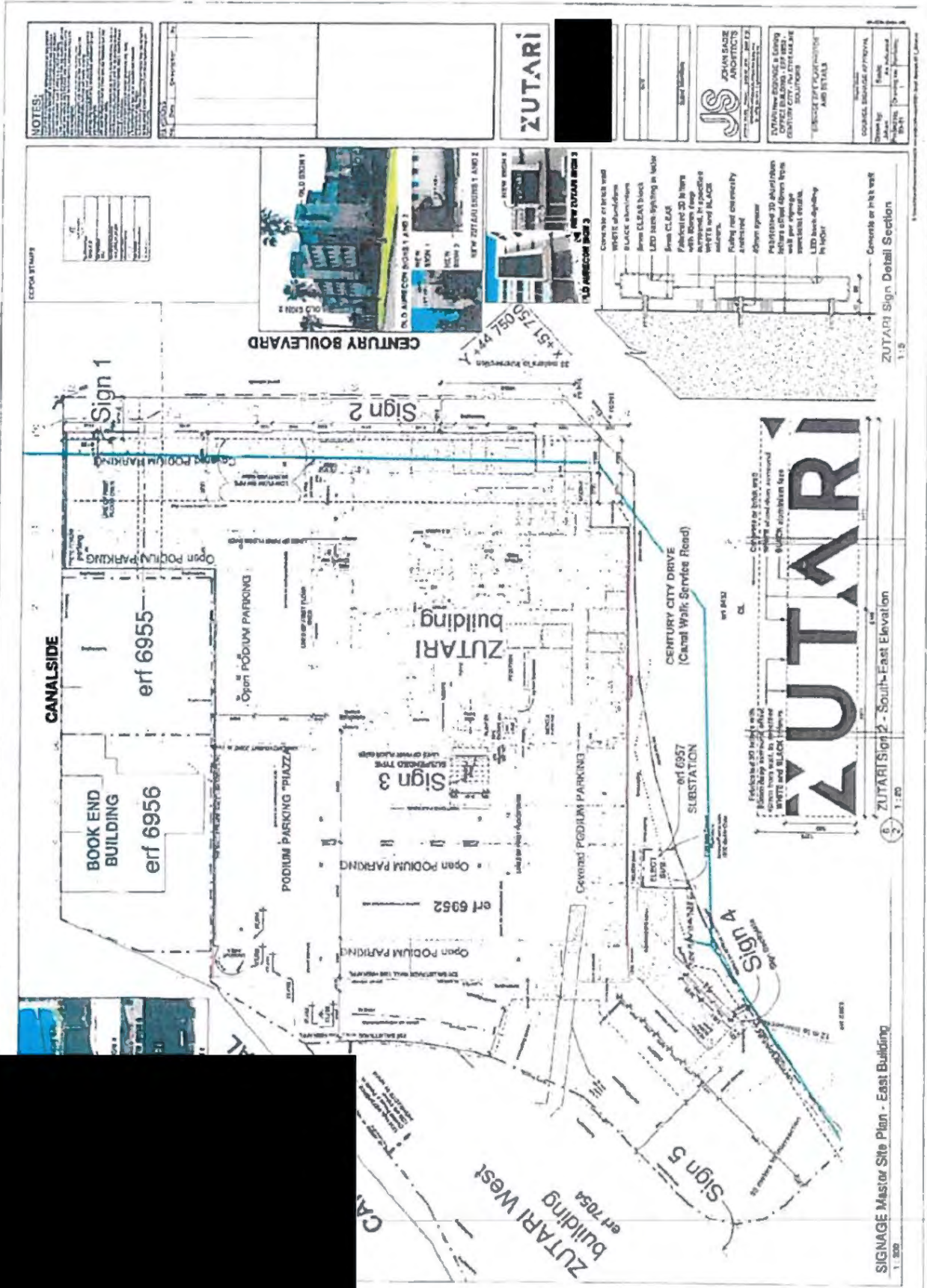
10/1/13



[illegible]

- | ERIT AREA                                                                         | OPUSCITE                                                                          | ANZADU                                                                            | ANZAMMA                                                                           | ANZAREP                                                                           | ANZAPHAM                                                                          | ACCOUNTS                                                                          | NETTING ROOMS AREA                                                                | ENVIRONMENTAL                                                                     | WATER                                                                             |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|  |  |  |  |  |  |  |  |  |  |

Annexure 1.17.2(a)





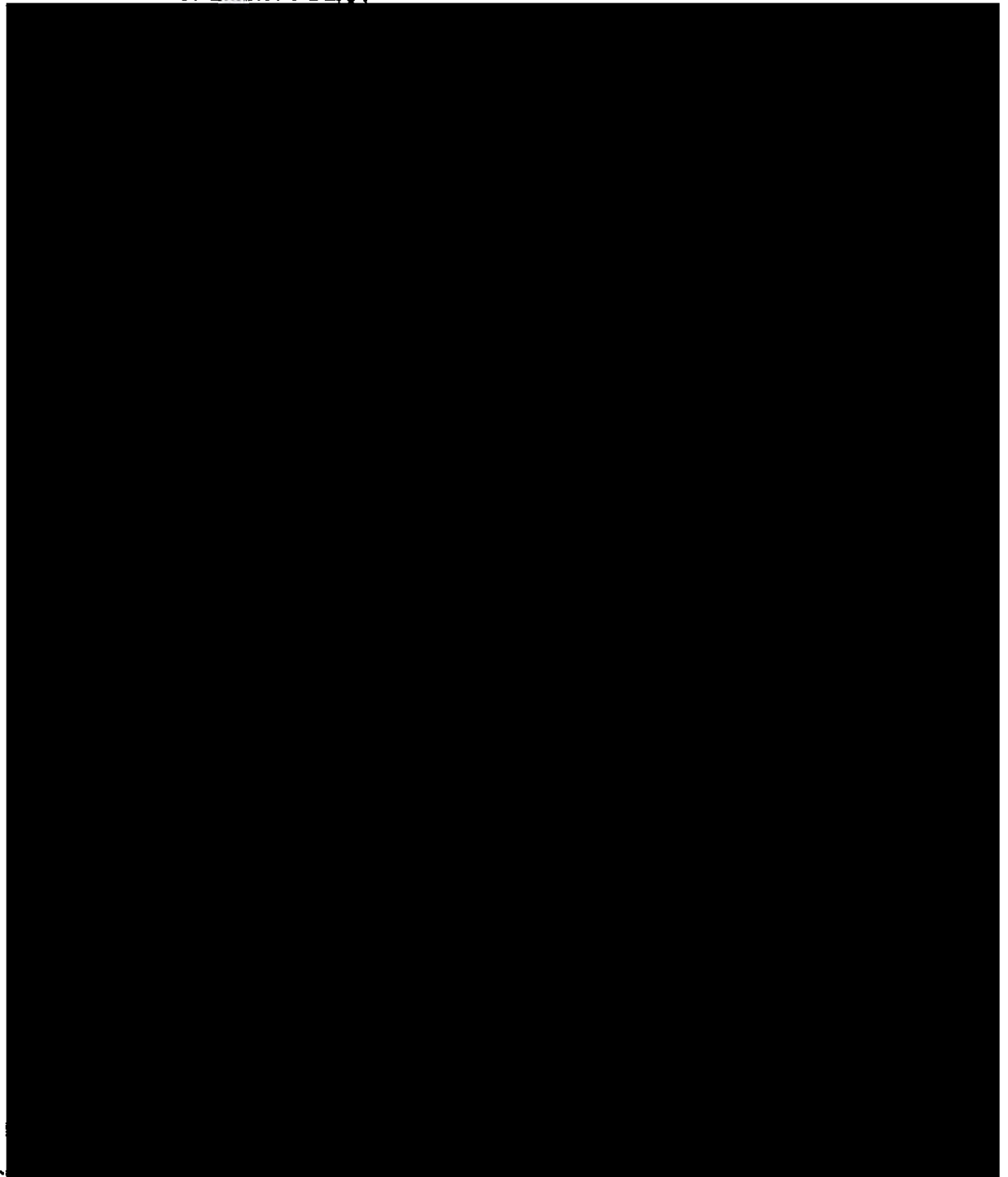


**ANNEXURE 1.17.3**

**SPECIAL CLAUSES TO THE ZUTARI EAST LEASE:**

THE FOLLOWING PARAGRAPHS WILL FORM PART OF THE LEASE BETWEEN SANLAM LIFE INSURANCE LTD AND ZUTARI (PTY) LTD, AS EXTRACTED FROM THE EXISTING LEASE TO BE CANCELLED AS AT 31 MARCH 2021

**28 PROCUREMENT POLICY**



Continued on next page

Page 2 of 3

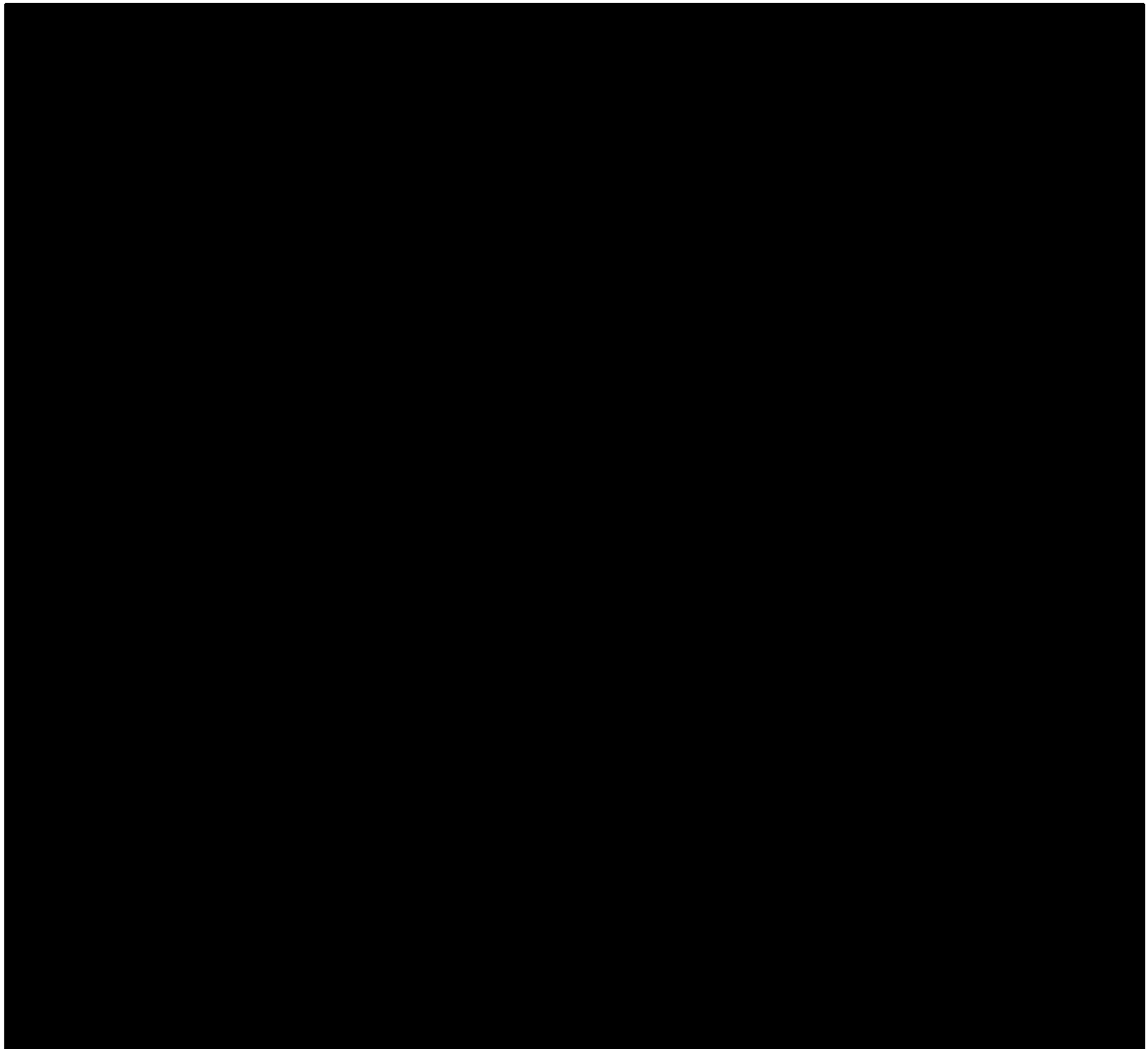
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Refe

Initial Here





## **29. COMMISSIONING AND REMEDIAL ACTION**



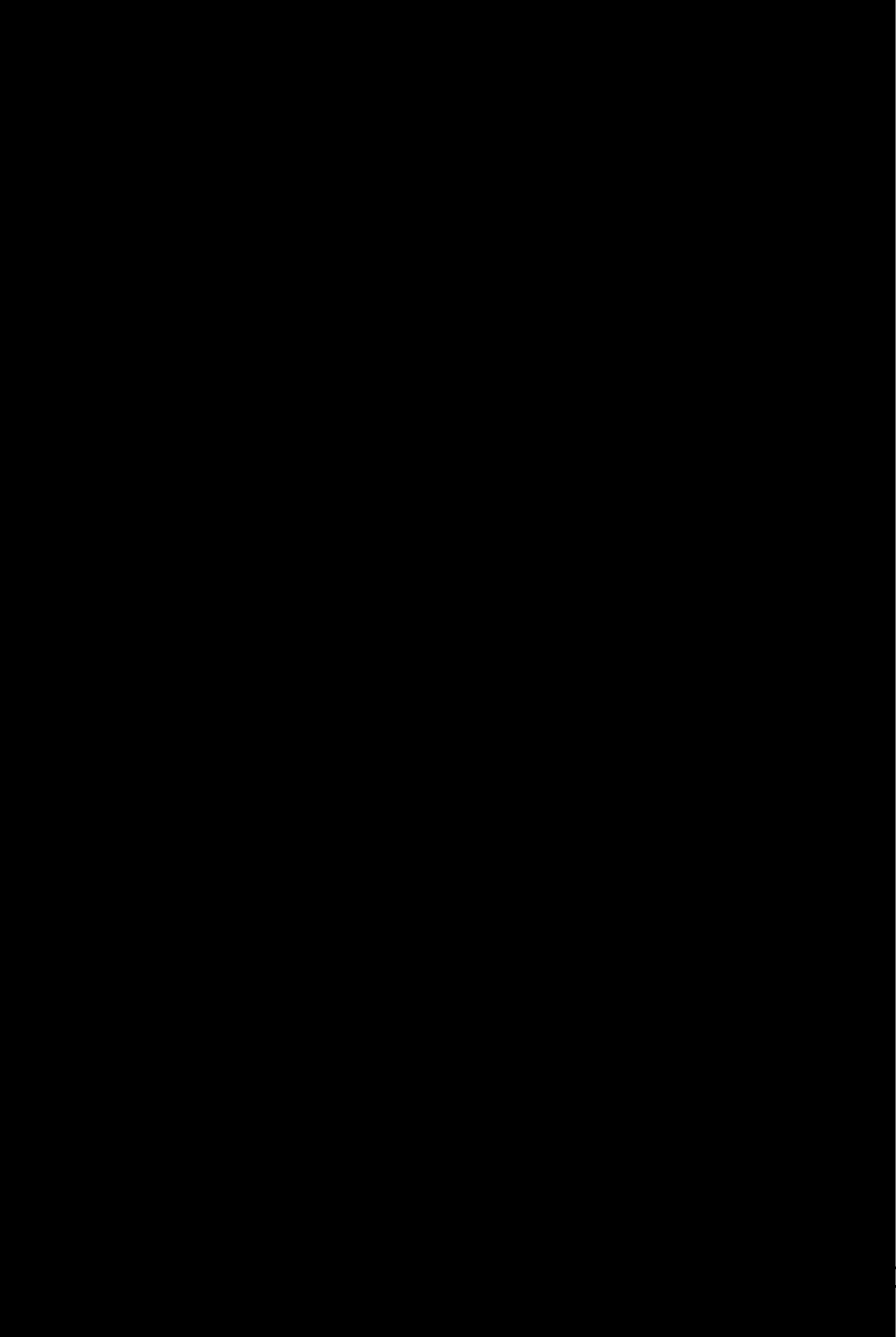
Execution version: Single Tenant Lease: Zuhri East: 01 April 2021  
CoRev 2: 06 05.2021

Par  
Documents  
Reference No. 265C/2024/25



### 30. WASTE REDUCTION AND RECYCLING

30.1 Waste reduction means waste that is directed from landfill



## 32. GREEN TRAVEL PLAN

14

15

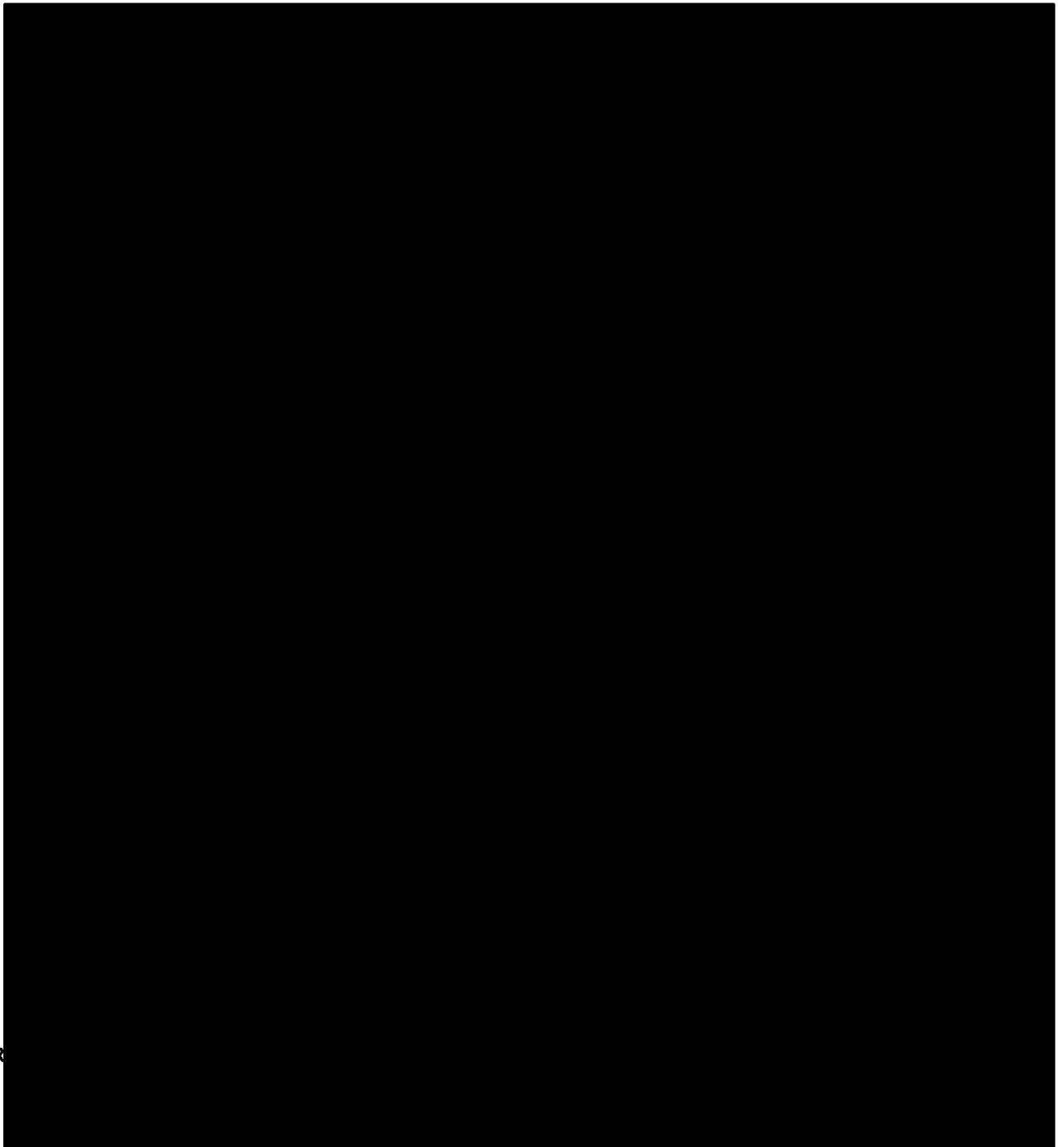
Exec  
CoRd.

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Refere

## 16.5 Glass and window panels



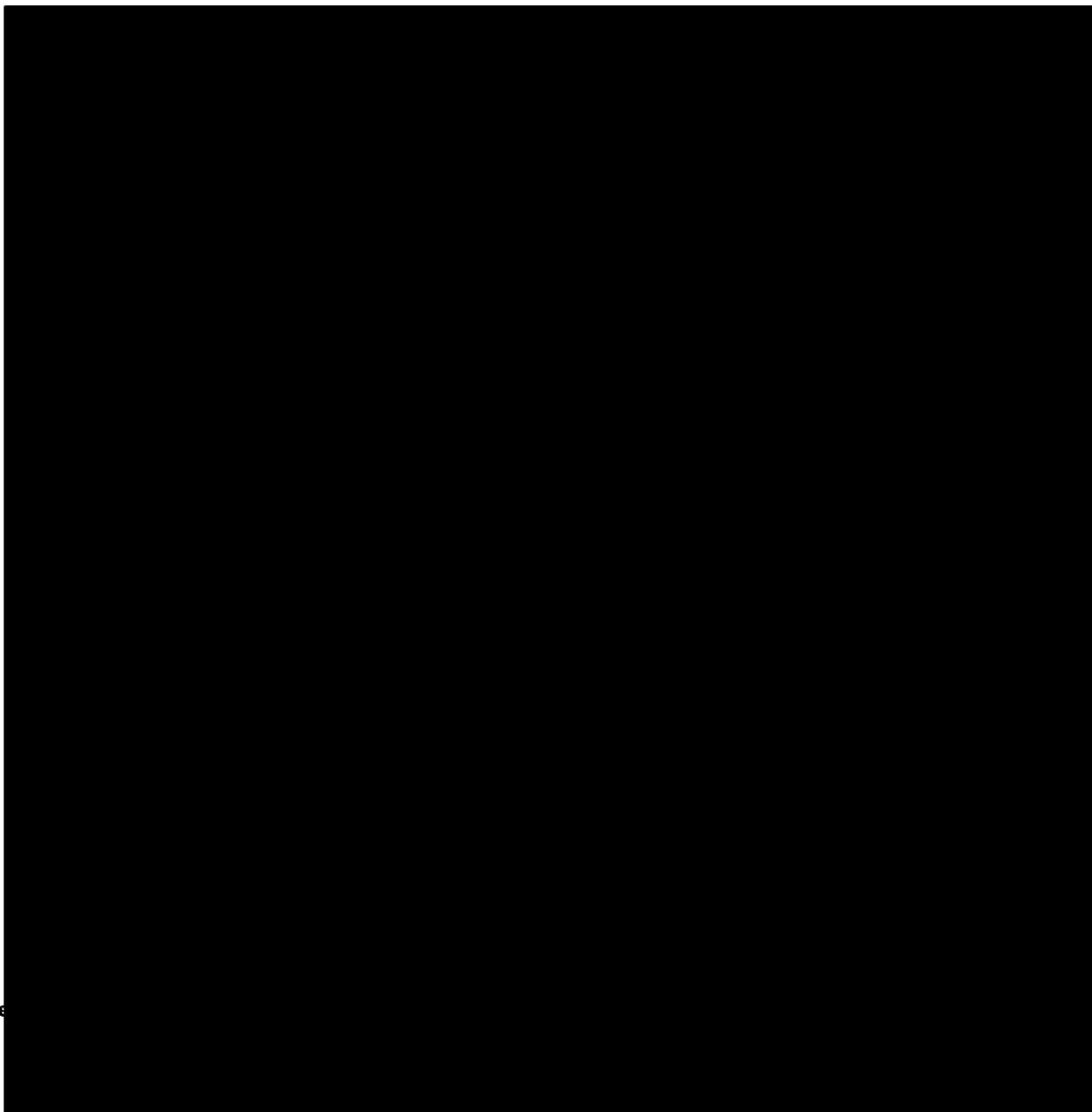
## 16.10 Advertising signs and aertals







#### **16.11 Compliance with laws and title deeds**



#### 16.16 Blockage of pipes

Ex  
Re  
Con  
  
Part  
Doc  
Ref

**ANNEXURE 1.17.4**

**SINGLE TENANT AND MAINTENANCE INSPECTION REPORT (to be inserted here)**

**Inspection Report to follow**

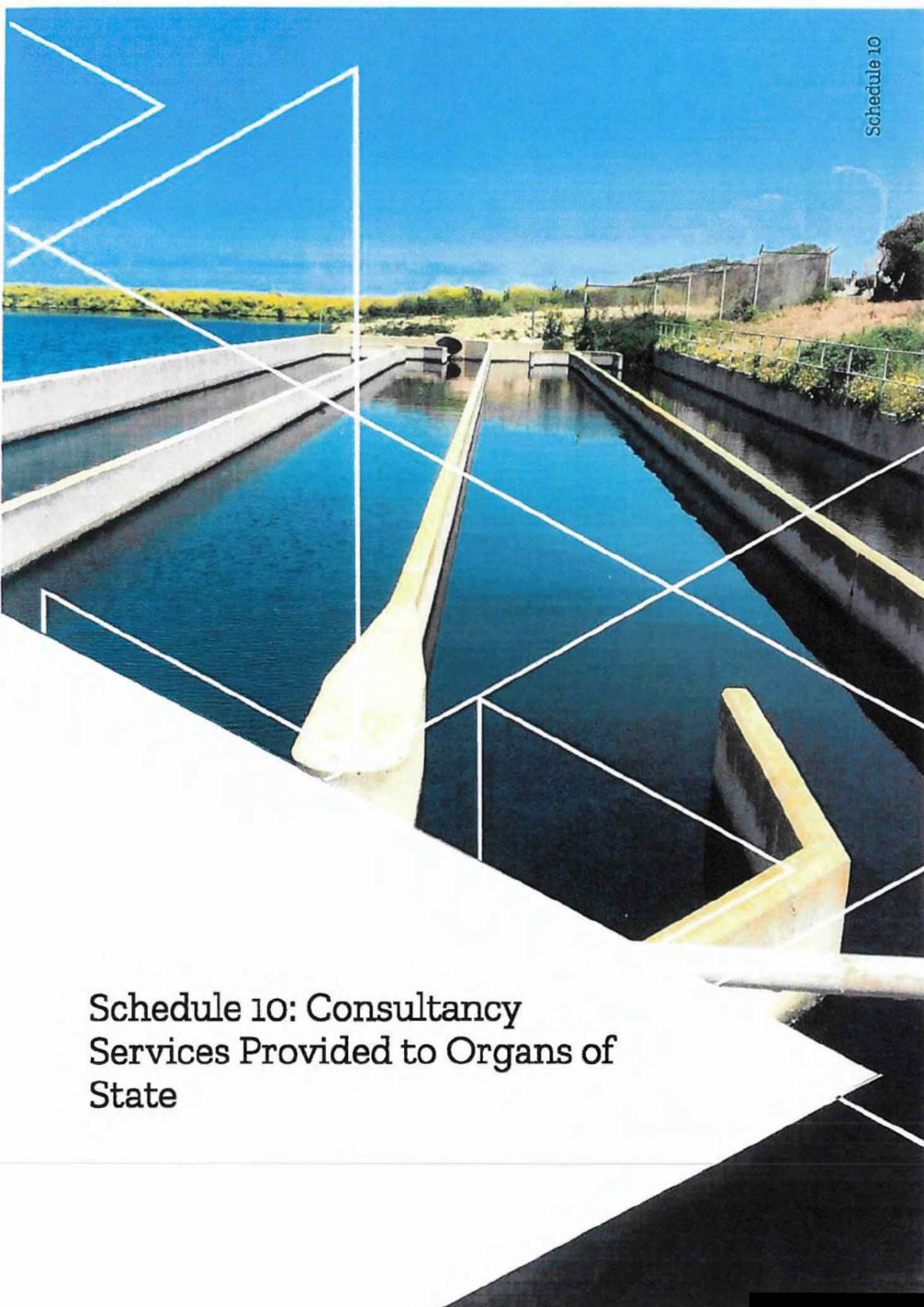
Execution version: Single Tenant Lease: Zuhri East  
Rev. 2: 08.05.2021

**Documents**  
**Reference No. 266C/2024/25**

## Zutari (Pty) Ltd Board

| Surname | Full Name | Capacity | South African ID Number | Income Tax Nr | Residential Address | Municipal Account Nr | Race | Gender | Date of Appointment as Board member | Qualification | Professional Registrations |
|---------|-----------|----------|-------------------------|---------------|---------------------|----------------------|------|--------|-------------------------------------|---------------|----------------------------|
|---------|-----------|----------|-------------------------|---------------|---------------------|----------------------|------|--------|-------------------------------------|---------------|----------------------------|





## Schedule 10: Consultancy Services Provided to Organs of State

## Consultancy Services Provided to Organs of State in Last 5 Years

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|







| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|







| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|



| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

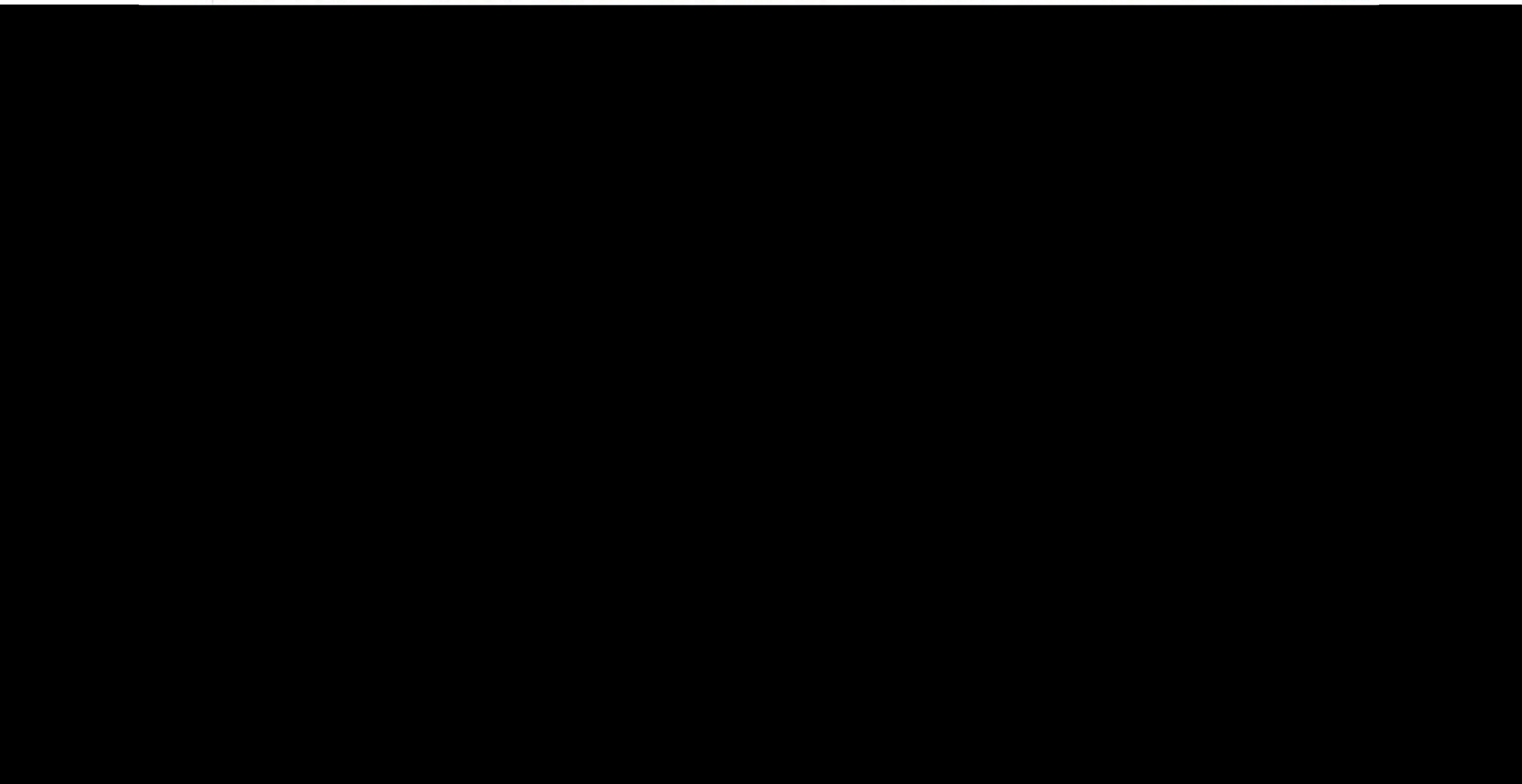
| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|





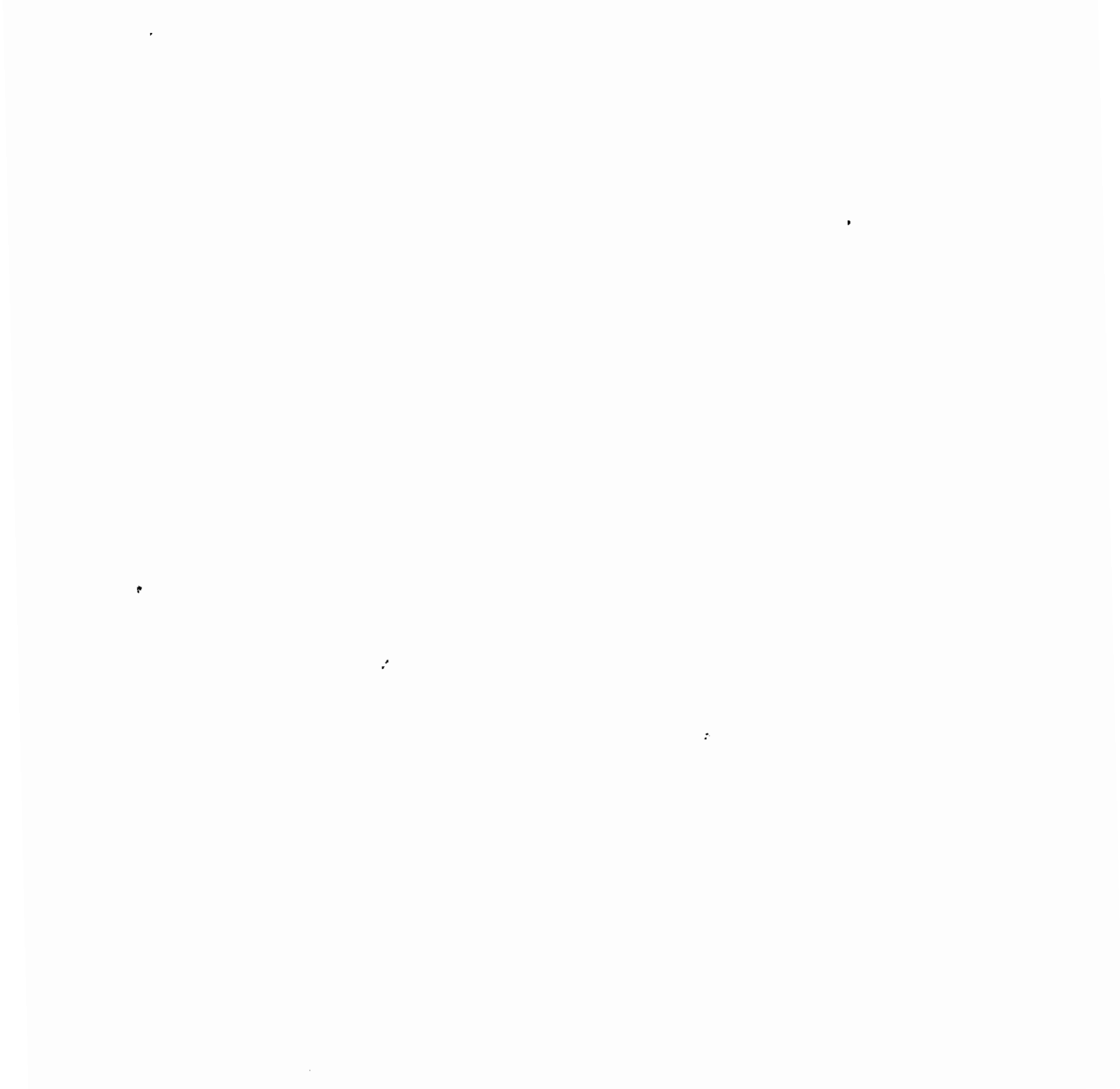
| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|

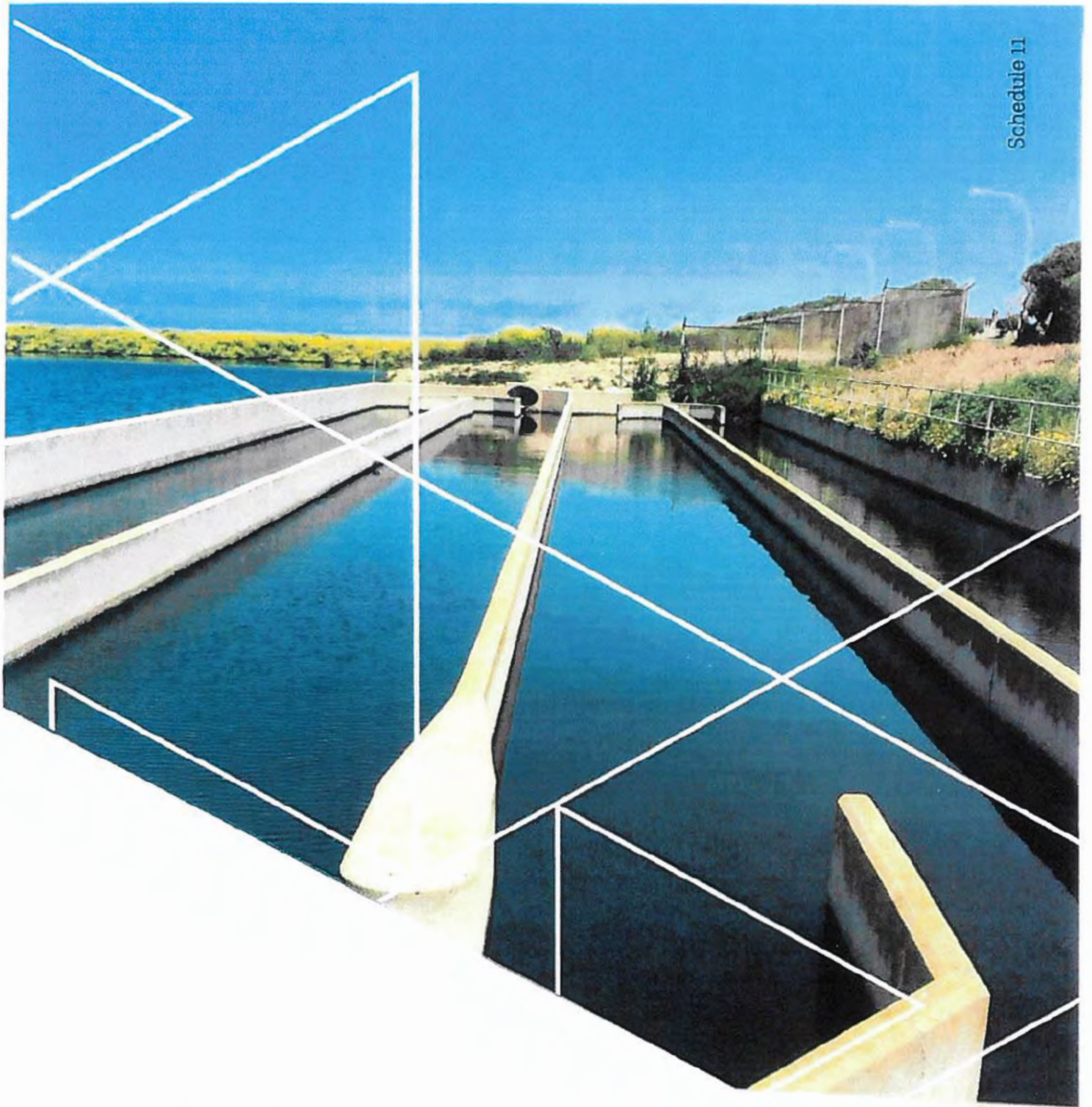
| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|



| Nr | Client | Project description | Country | Capital Cost | Fee Value | End Date |
|----|--------|---------------------|---------|--------------|-----------|----------|
|----|--------|---------------------|---------|--------------|-----------|----------|







Schedule 11:  
Schedule of Work Experience of  
Tenderer



## **SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

### **SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED**

### **SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED**



TENDER NO. 266C/2024/25

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

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | VALUE OF CONTRACT (EXCL. VAT)                                                                             | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable)                                  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------|
| 1   | <p><b>Refurbishment, Upgrade and Extension of Stellenbosch Wastewater Treatment Works (WWTW)</b><br/> <b>BNR Capacity: 35 Ml/day</b></p> <p>This project consisted of refurbishing and upgrading the existing 20 Ml/day works and converting to a full biological nutrient (BNR) removal plant utilizing MBR technology. The capacity of the works was extended to 35 Ml/day. Furthermore, provision was made in the current design for it to be retrofitted with primary settling tanks (PSTs) and primary sludge facilities in the future. Thus, the inclusion of this process step will expand the current capacity from 35 Ml/day to 48.5 Ml/day. The 35 Ml/day upgrade comprises of two phases as described below:</p> <ul style="list-style-type: none"> <li>Phase 1: A new 27 Ml/day membrane bioreactor (MBR) biological nutrient and excess phosphate removal (BNEPR) lane. Phase 1 infrastructure included a new Inlet Works, full biological nutrient removal MBR reactor (sized for 27 Ml/day without PSTs and 38 Ml/day with PSTs), Machine Building (including blowers, permeate pumps and backwash pumps), Aerobic Digester, new Dewatering Building (Belt presses), Sludge Silo, New Administration Building, Generator buildings, Guardhouse, Ancillary structures and general civil works.</li> <li>Phase 2: The conversion of the existing lane to 8 Ml/day activated sludge process (ASP) BNEPR lane (i.e., existing 20 Ml/day works was derated to 8 Ml/day due to the incorporation of BNEPR), including associated civil, mechanical and electrical works. Majority of the Phase 2 infrastructure was refurbished and this included conversion of existing aeration reactors to full BNR reactors (sized for 8 Ml/day without PSTs and 10.5 Ml/day with PSTs), refurbishment of existing SSTs, and recycle pump stations, cleaning and refurbishing of the maturation ponds, new ultraviolet (UV) disinfection facilities (closed vessel in-line UV units) and ancillary structures and general civil works.</li> </ul> <p>Zutari's scope included feasibility and planning studies (RBIG process), planning and conceptual design, preliminary design, detailed design, tender documentation and evaluation, contract administration and construction supervision, support during the defects liability period as well as administration of the 3-year operation and maintenance contract. Zutari's services on the project included overall project management, process, civil, hydraulic, structural, geotechnical, mechanical, electrical and control (including Supervisory control and data acquisition) disciplines. Zutari's scope also included management of an Environmental Consultant OHS Agent, ECO officer, Architect and Landscape Architect.</p> <p>Forward Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion:<br/>R 404 million</p> <p>Escalated Contract Value:<br/>R 510 million</p> | <p>[REDACTED]</p>                  | <p>Phase 1:<br/>October 2020</p> <p>Phase 2:<br/>April 2021</p> |





TENDER NO: 266C/2024/25

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

**SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

**SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED**

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | VALUE OF CONTRACT (EXCL. VAT)                    | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 2   | <p><b>Upgrade and Capacity Extension of the Zandvliet Wastewater Treatment Works (WWTW)</b><br/> <b>BNR Capacity: 90 Ml/d</b></p> <p>Zutari was appointed to analyse, plan and design equipment and infrastructure for the capacity extension and refurbishment of Zandvliet WWTW and associated infrastructure refurbishment from 72 Ml/d to 90 Ml/d at ADWF. The new nominal design capacity of 90 Ml/d was achieved through the construction of the following main unit processes: a new and enlarged inlet works, four new PSTs, a new biological nutrient removal (BNR) reactor using a membrane bioreactor (MBR) with a nominal capacity of 27 Ml/d at ADWF, a chlorine dosing building and chlorine contact tank, interconnecting pipelines, WAS holding tank, two primary sludge holding tanks, sludge dewatering facilities (WAS and primary sludge belt presses) and two dewatered sludge silos.</p> <p>Furthermore, the existing 2 x 27 Ml/d conventional activated sludge (AS) plants and the 18 Ml/d MBR plant were refurbished with new mechanical equipment. New buildings entail a new machine building and a new administration building to house an upgraded supervisory control and data acquisition (SCADA) system. An on-site irrigation network using treated effluent. The project further included a sludge treatment feasibility study which considered conventional and advanced sludge treatment options, including combined heat and power.</p> <p>The project was split into four (4) construction contracts, as follow:</p> <ol style="list-style-type: none"> <li>New inlet works, Pump Stations, PSTs and Sludge Dewatering (incl. associated infrastructure): <ul style="list-style-type: none"> <li>Contract 84Q - Civil Contract</li> <li>Contract 85Q - Mechanical &amp; Electrical Contract</li> </ul> </li> <li>MBR Plant and Existing Plant Bottlenecks Alleviation (incl. associated infrastructure): <ul style="list-style-type: none"> <li>Contract 179Q - Civil Contract</li> <li>Contract 178Q - Mechanical &amp; Electrical Contract</li> </ul> </li> </ol> <p>Zutari's services provided included planning, conceptual and preliminary design, detailed design, contract documentation and procurement, construction monitoring, and project close out (ECSA Stages 1-6). Zutari's scope includes process, hydraulic, civil, structural, geotechnical, mechanical, electrical and control disciplines. Zutari's scope also included management of OHS Agent, ECO officer and Architect.</p> <p><b>[Forward Letter and Client Reference Letter Attached]</b></p> | Total Contract Value at Completion: R1.2 billion |                                    | August 2024                    |



TENDER NO: 266C/2024/25

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

**SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

**SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED**

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | VALUE OF CONTRACT (EXCL. VAT)                                                                         | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 3   | <p><b>Design of the New North Eastern WWTW</b><br/><b>BNR Capacity: 45 M<sup>3</sup>/day</b></p> <p>The project comprised the design of a 45 M<sup>3</sup>/day activated sludge plant (two lanes of 22.5 M<sup>3</sup>/day each referred to as Phase 1 and Phase 2) on a new site at the outskirts of Bloemfontein.</p> <p>The infrastructure scope included a new Inlet Works, PSTs, BNR reactors equipped with fine bubble diffused aeration, SSTs, chlorine gas disinfection system, maturation ponds, emergency pond and sludge lagoons. The scope further entailed electrical installations and instrumentation and control systems (programmable logic controllers and SCADA equipment).</p> <p>Zutari's scope comprised conceptual design and planning (90 M<sup>3</sup>/day WWTW), preliminary design, detail design, tender documentation and evaluation, construction supervision, support during the Defects Liability Period and planning for further expansion (90 M<sup>3</sup>/day). Zutari's services included overall project management, process, civil, hydraulic, structural, mechanical, electrical and control disciplines and procurement of an O&amp;M Contractor for a period of 1 year.</p> <p>[Award Letter and Client Reference Letter Attached]</p>                                                                                                                                                                                                                                                                                    | <p>Contract Value at Completion: R 407.3 million</p> <p>Escalated Contract Value: R 612.4 million</p> | [REDACTED]                         | June 2018                      |
| 4   | <p><b>Upgrade and Extension of the Sebokeng Wastewater Treatment Works (WWTW)</b><br/><b>BNR Capacity: 100 M<sup>3</sup>/d</b></p> <p>The Sebokeng WWTW was hydraulically overloaded and was retarding the development of the region. Zutari was appointed to design and monitor the construction of the works. The scope of the infrastructure comprised of a new inlet works (hydraulic capacity of 200 M<sup>3</sup>/d), a balancing tank, primary settling tanks, two 50 M<sup>3</sup>/d biological nutrient removal (BNR) activated sludge units, clarifiers, disinfection, sludge holding tanks, a sludge dewatering plant (linear screens and belt presses) as well as a sludge drying area, composting screening equipment and shed for sludge disposal.</p> <p>Zutari was responsible for feasibility analysis, concept design, preliminary design, detailed design, tender documentation, construction monitoring and support during the Defects Liability Period. Zutari completed Phase 1 which consisted of new inlet works of 100 M<sup>3</sup>/d hydraulic capacity, two primary settling tanks, one BNR reactor of 50 M<sup>3</sup>/d, 3 clarifiers, disinfection and the sludge dewatering plant. Zutari's scope includes process, hydraulic, civil, structural, geotechnical, mechanical, and a portion of the electrical and control disciplines. Zutari was also responsible for overall project management and oversight and management of the electrical and control designer.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion: R 755 million</p> <p>Escalated Contract Value: R 1.01 billion</p>    | [REDACTED]                         | January 2020                   |



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

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | VALUE OF CONTRACT (EXCL. VAT)                                                                                    | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 5   | <p><b>Potsdam Wastewater Treatment Works Upgrade</b><br/><b>BNR Capacity: 47 Ml/d</b></p> <p>The project comprised an upgrade and extension of Potsdam WWTW. The original 17 Ml/day at ADWF plant was extended by 30 Ml/day, to a design capacity of 47 Ml/d. Zutari (70%) and ASCH (30%) were appointed in a JV for the project. Zutari's scope of work included a new inlet works, primary settling tanks (PSTs), 30 Ml/day full biological nutrient removal (BNR) reactors, secondary settling tanks (SSTs), recycle pump stations, ultraviolet (UV) disinfection, sludge thickening (DAF Units), sludge stabilisation (aerobic digesters), sludge dewatering facilities (mechanical and electrical scope), odour treatment and general civil works.</p> <p>Zutari provided services including conceptual design and planning, preliminary design, detailed design, contract documentation and procurement, construction supervision and project close out (ECSA Stages 1-6). Zutari's scope included overall project management, process, civil, hydraulic, structural, geotechnical, mechanical, electrical and control disciplines, and oversight and management of the environmental and Health and Safety Agents. Zutari was also responsible for the Environmental Authorisation for this project.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Total Contract Value at Completion<br/>R 280 million</p> <p>Escalated Contract Value:<br/>R 597.2 million</p> |                                    | May 2012                       |



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

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

SCHEDULE 11.1: WASTEWATER BNR ACTIVATED SLUDGE PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | VALUE OF CONTRACT (EXCL. VAT)                                                                       | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 6   | <p><b>Extension of Paarl Wastewater Treatment Works</b><br/>BNR Capacity: 35 M<sup>3</sup>/d</p> <p>This project entailed the reconfiguration and extension of the Paarl Wastewater Treatment Works. The original plant treatment capacity of 12 M<sup>3</sup>/d at ADWF, was achieved through 5 conventional biofilters and an activated sludge lagoon. Subsequently, it was upgraded to a design capacity of 35 M<sup>3</sup>/d at ADWF, by converting the activated sludge lagoon into to a full biological nutrient removal (BNR) reactor with a treatment capacity of 35 M<sup>3</sup>/d. Zutari as the Lead Consultant in association with Lyners Consulting as sub-consultants, was appointed for the scope of work included feasibility investigations, concept and preliminary design, detail design, compilation of tender documents, contract administration, construction supervision and support during the Defects Liability Period. This included process, civil, hydraulic, structural, mechanical, electrical and control disciplines.</p> <p>The infrastructure scope included Archimedes screw pumps, a 35 M<sup>3</sup>/d BNR reactor, a new SST, WAS and washwater pump stations, hydraulics, pipelines and channels, new sludge dewatering building (belt presses), extension of the existing administration building as well as general civil works.</p> <p>[Award Letter and Client Reference Letter Attached]</p>                                        | <p>Contract Value at Completion: R 300 million</p> <p>Escalated Contract Value: R 678.2 million</p> |                                    | January 2011                   |
| 7   | <p><b>Extension of Sunderland Ridge WWTW</b><br/>BNR Capacity: 30 M<sup>3</sup>/d</p> <p>The Sunderland Ridge wastewater treatment works (WWTW), is the only works in the southern catchment area of the City of Tshwane. Due to the rapid growth experienced in the catchment of the works, it was required that the works are extended for a treatment capacity of 30 M<sup>3</sup>/d with a full biological nutrient removal (BNR) plant.</p> <p>Zutari provided the engineering services required for the extension of the works which included feasibility studies for the 30 M<sup>3</sup>/d extension, license applications, environmental impact assessments and the relevant authorisations for the extension, process design of the extension, preliminary and detailed engineering design of new inlet works, PSTs, BNR reactors with a treatment capacity of 30 M<sup>3</sup>/d, SSTs, chemical P removal system and sludge treatment (thickening by sludge thickeners, anaerobic digesters, sludge holding tanks and dewatering with belt presses); contract documentation, contract supervision of construction, commissioning and closeout reports for the 30 M<sup>3</sup>/d extension; as well as investigation of the further extension of the Sunderland Ridge WWTW. Additionally, this project included civil, process, hydraulic, structural, mechanical, electrical and control disciplines.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion: R 200 million</p> <p>Escalated Contract Value: R 379.6 million</p> |                                    | June 2014                      |



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#### Notes

\*All Contract Values (i.e., CAPEX) indicated above are at the time of project completion (Practical Completion Certificate or Taking Over Certificate) and have been escalated to 2025 values, using an escalation percentage of 6%, as shown in the formula below:

**Escalated Contract Value = Contract Value at Completion x (1+6%) ^ (2025 – Year Completed)**

\* Some of our client reference letters may refer to our previous company names "Africon", "Ninham Shand" and/or "Aurecon". Please be assured that these references remain valid and applicable to Zutari, as the expertise, business operations and service standards have remained unchanged. For your reference, we have included an extract from our company registration document confirming the official name change from Aurecon to Zutari, and for further details please refer to Schedule 1 Returnable Schedules, should you require the full document, we will be happy to provide it upon request.



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

SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | VALUE OF CONTRACT (EXCL. VAT)                                                                     | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable)                          |
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| 1   | <p><b>Refurbishment, Upgrade and Extension of Stellenbosch Wastewater Treatment Works (WWTW)</b><br/> <b>Sludge Treatment Capacity for a WWTW of 35 M<sup>3</sup>/day ADWF</b></p> <p>This project consisted of refurbishing and upgrading the existing 20 M<sup>3</sup>/day works and converting to a full biological nutrient (BNR) removal plant utilizing MBR technology. The capacity of the works was extended to 35 M<sup>3</sup>/day. Furthermore, provision was made in the current design for it to be retrofitted with primary settling tanks (PSTs) and primary sludge facilities in the future. Thus, the inclusion of this process step will expand the current capacity from 35 M<sup>3</sup>/day to 48.5 M<sup>3</sup>/day. The 35 M<sup>3</sup>/day upgrade comprises of two phases as described below:</p> <ul style="list-style-type: none"> <li>Phase 1: A new 27 M<sup>3</sup>/day membrane bioreactor (MBR) biological nutrient and excess phosphate removal (BNEPR) lane. Phase 1 infrastructure included a new Inlet Works, full biological nutrient removal MBR reactor (sized for 27 M<sup>3</sup>/day without PSTs and 38 M<sup>3</sup>/day with PSTs), Machine Building (including blowers, permeate pumps and backwash pumps), sludge thickening (DAF units), Aerobic Digester, new Dewatering Building (Belt presses), Sludge Silos, New Administration Building, Generator buildings, Guardhouse, Ancillary structures and general civil works.</li> <li>Phase 2: The conversion of the existing lane to 8 M<sup>3</sup>/day activated sludge process (ASP) BNEPR lane (i.e., existing 20 M<sup>3</sup>/day works was derated to 8 M<sup>3</sup>/day due to the incorporation of BNEPR), including associated civil, mechanical and electrical works. Majority of the Phase 2 infrastructure was refurbished and this included conversion of existing aeration reactors to full BNR reactors (sized for 8 M<sup>3</sup>/day without PSTs and 10.5 M<sup>3</sup>/day with PSTs), refurbishment of existing SSTs, and recycle pump stations, cleaning and refurbishing of the maturation ponds, new ultraviolet (UV) disinfection facilities (closed vessel in-line UV units) and ancillary structures and general civil works.</li> </ul> <p>The dewatering facilities were designed to accommodate the waste activated sludge from the MBR lane and the ASP lane (i.e., sludge treatment for a capacity equivalent to an ADWF of 35 M<sup>3</sup>/day) and the future primary settling tanks (i.e. sludge treatment for a capacity equivalent to an ADWF of 48 M<sup>3</sup>/day). The design also included provision for a composting slab this was not constructed due to funding constraints. It is anticipated that the future upgrade to 48.5 M<sup>3</sup>/day will include PSTs and anaerobic digesters.</p> <p>Zutari's scope included feasibility and planning studies (RBIG process), planning and conceptual design, preliminary design, detailed design, tender documentation and evaluation, contract administration and construction supervision, support during the defects liability period as well as administration of the 3-year operation and maintenance contract. Zutari's services on the project included overall project management, process, civil, hydraulic, structural, geotechnical, mechanical, electrical and control (including Supervisory control and data acquisition) disciplines. Zutari's scope also included management of an Environmental Consultant OHS Agent, ECO officer, Architect and Landscape Architect.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion: R 404 million</p> <p>Escalated Contract Value: R 510 million</p> | <p>[REDACTED]</p>                  | <p>Phase 1: October 2020</p> <p>Phase 2: April 2021</p> |



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

# SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

## SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | VALUE OF CONTRACT (EXCL. VAT)                    | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 2   | <p><b>Upgrade of the Zandvliet Wastewater Treatment Works (WWTW)</b><br/> <b>Sludge Treatment Capacity for a WWTW of 90 M<sup>3</sup>/day ADWF</b></p> <p>Zutari was appointed to analyse, plan and design equipment and infrastructure for the capacity extension and refurbishment of Zandvliet WWTW and associated infrastructure refurbishment from 72 M<sup>3</sup>/d to 90 M<sup>3</sup>/d at ADWF. The new nominal design capacity of 90 M<sup>3</sup>/d was achieved through the construction of the following main unit processes: a new and enlarged inlet works, four new PSTs, a new biological nutrient removal (BNR) reactor using a membrane bioreactor (MBR) with a nominal capacity of 27 M<sup>3</sup>/d at ADWF, a chlorine dosing building and chlorine contact tank, interconnecting pipelines, WAS holding tank, two primary sludge holding tanks, dewatering facilities (WAS and primary sludge belt presses) and two dewatered sludge silos.</p> <p>Furthermore, the existing 2 x 27 M<sup>3</sup>/d conventional activated sludge (AS) plants and the 18 M<sup>3</sup>/d MBR plant were refurbished with new mechanical equipment. New buildings entail a new machine building and a new administration building to house an upgraded supervisory control and data acquisition (SCADA) system. An on-site irrigation network using treated effluent. The project further included a sludge treatment feasibility study which considered conventional and advanced sludge treatment options, including combined heat and power.</p> <p>The project was split into four (4) construction contracts, as follow:</p> <ul style="list-style-type: none"> <li>c. New inlet works, Pump Stations, PSTs and Sludge Dewatering (incl. associated infrastructure): <ul style="list-style-type: none"> <li>- Contract 84Q - Civil Contract</li> <li>- Contract 85Q - Mechanical &amp; Electrical Contract</li> </ul> </li> <li>d. MBR Plant and Existing Plant Bottlenecks Alleviation (incl. associated infrastructure): <ul style="list-style-type: none"> <li>- Contract 179Q - Civil Contract</li> <li>- Contract 178Q - Mechanical &amp; Electrical Contract</li> </ul> </li> </ul> <p>Zutari's services provided included planning, conceptual and preliminary design, detailed design, contract documentation and procurement, construction monitoring, and project close out (ECSA Stages 1-6). Zutari's scope includes process, hydraulic, civil, structural, geotechnical, mechanical, electrical and control disciplines. Zutari's scope also included management of OHS Agent, ECO officer and Architect.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | Total Contract Value at Completion: R1.2 billion |                                    | August 2024                    |



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

**SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

**SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED**

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | VALUE OF CONTRACT (EXCL. VAT)                                                                               | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
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| 3   | <p><b>Upgrade and Extension of the Sebokeng Wastewater Treatment Works (WWTW)</b><br/> <b>Sludge Treatment Capacity for a WWTW of 100 M<sup>3</sup>/day ADWF</b></p> <p>The Sebokeng WWTW was hydraulically overloaded and was retarding the development of the region. Zutari was appointed to design and monitor the construction of the works. The scope of the infrastructure comprised of a new inlet works (hydraulic capacity of 200 M<sup>3</sup>/d), a balancing tank, primary settling tanks, two 50 M<sup>3</sup>/d biological nutrient removal (BNR) activated sludge units, clarifiers, disinfection, sludge holding tanks, a sludge dewatering plant (linear screens and belt presses) as well as a sludge drying area, composting screening equipment and shed for sludge disposal.</p> <p>Zutari was responsible for feasibility analysis, concept design, preliminary design, detailed design, tender documentation, construction monitoring and support during the Defects Liability Period. Zutari completed Phase 1 which consisted of new inlet works of 100 M<sup>3</sup>/d hydraulic capacity, two primary settling tanks, one BNR reactor of 50 M<sup>3</sup>/d, 3 clarifiers, disinfection and the sludge dewatering plant. Zutari's scope includes process, hydraulic, civil, structural, geotechnical, mechanical, and a portion of the electrical and control disciplines. Zutari was also responsible for overall project management and oversight and management of the electrical and control designer.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion:<br/>R 755 million</p> <p>Escalated Contract Value:<br/>R 1.01 billion</p>  | [REDACTED]                         | January 2020                   |
| 4   | <p><b>Upgrade and Refurbishment of Athlone Wastewater Treatment Works (WWTW)</b><br/> <b>Sludge Treatment Capacity for a WWTW of 105 M<sup>3</sup>/day ADWF</b></p> <p>The Athlone WWTW was operating at 90% of its capacity. Zutari (70%) and DHV Royal Haskoning (30%) were commissioned as a JV towards the upgrade and refurbishment of Athlone Wastewater Treatment Works to a full design capacity of 105 M<sup>3</sup>/day. The scope of works entailed feasibility study, preliminary and detail design, specifications, contract documentation, cost estimation, tender evaluation, contract administration, construction supervision and support during the Defects Liability Period. This included civil, hydraulic structural, mechanical, electrical, instrumentation and control disciplines, where DHV Royal Haskoning assisted with the electrical, instrumentation and control discipline.</p> <p>Zutari's scope of works included the Inlet Works, PSTs, SSTs, disinfection system, sludge thickening (DAF units), mechanical sludge dewatering facilities (centrifuges) and odour control.</p> <p>[Award Letter and Client Reference Letter Attached]</p>                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Contract Value at Completion:<br/>R 450 million</p> <p>Escalated Contract Value:<br/>R 854.2 million</p> | [REDACTED]                         | March 2014                     |





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SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | VALUE OF CONTRACT (EXCL. VAT)                                                                                    | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| 5   | <p><b>Potsdam Wastewater Treatment Works Upgrade</b><br/><b>Sludge Treatment Capacity for a WWTW of 47 Ml/day ADWF</b></p> <p>The project comprised an upgrade and extension of Potsdam WWTW. The original 17 Ml/day at ADWF plant was extended by 30 Ml/day, to a design capacity of 47 Ml/d. Zutari (70%) and ASCH (30%) were appointed in a JV for the project. Zutari's scope of work included a new inlet works, primary settling tanks (PSTs), 30 Ml/day full biological nutrient removal (BNR) reactors, secondary settling tanks (SSTs), recycle pump stations, ultraviolet (UV) disinfection, sludge thickening (DAF Units), sludge stabilisation (aerobic digesters), sludge dewatering facilities (mechanical and electrical scope), odour treatment and general civil works.</p> <p>Zutari provided services including conceptual design and planning, preliminary design, detailed design, contract documentation and procurement, construction supervision and project close out (ECSA Stages 1-6). Zutari's scope included overall project management, process, civil, hydraulic structural, geotechnical, mechanical, electrical and control disciplines, and oversight and management of the environmental and Health and Safety Agents. Zutari was also responsible for the Environmental Authorisation for this project.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Total Contract Value at Completion<br/>R 280 million</p> <p>Escalated Contract Value:<br/>R 597.2 million</p> |                                    | May 2012                       |



## SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

## SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | VALUE OF CONTRACT (EXCL. VAT)                                                                                                                                 | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable)                                                                                                                             |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6   | <p><b>Upgrade of Paarl Wastewater Treatment Works</b><br/> <b>Sludge Treatment Capacity for a WWTW of 79 Ml/day ADWF</b></p> <p>The project comprises of two packages (phases), namely: 1) Package 1: Upgrade and refurbishment of the liquid stream and 2) Package 2: Construction of a new centralised sludge treatment works.</p> <ul style="list-style-type: none"> <li>Package 1: This package includes upgrading of the liquid stream treatment processes to treat 35 Ml/day average dry weather flow (ADWF) and ensure compliance with the Water Use License. This upgrade will remove capacity limitations on the existing process, reduce energy demand, optimise operation and maintenance costs and prevent further pollution of the Berg River. The scope of infrastructure included with this package includes: a new inlet works (hydraulic capacity of 105 Ml/day), new primary settling tanks, new administration building, new guard house, new chlorine contact tank for disinfection and general civil services including roads and stormwater.</li> <li>Package 2: This package includes design and construction of a new centralised sludge treatment facility which caters for sludge treatment (primary sludge and waste activated sludge) from Paarl WWTW (35 Ml/day), Wellington WWTW (16 Ml/day) and future Paarl South WWTW (28 Ml/day), hence a combined ADWF of 79 Ml/day. The sludge treatment process includes sludge holding tanks, gravity thickeners, mesophilic anaerobic digesters, gas holding tanks, gas cleaning and combined heat and power (CHP) facilities, new dewatering plant with belt presses and sludge silos. This contract further includes various electrical buildings, a main sludge transfer pump station, roads and stormwater as well as general civil works.</li> </ul> <p>Zutari's services included planning, conceptual and preliminary design, detailed design, contract documentation and procurement, construction monitoring, support during the defects liability period as well as administration of the 1-year operation and maintenance contract and project close out (ECSA Stages 1-6). This included project management, process, hydraulic, civil, structural, geotechnical, mechanical, electrical and control disciplines, and oversight and management of the architect, landscape architect, environmental and Health and Safety Agents. Zutari was also responsible for the Environmental Checklist process for this project.</p> <p>[Zutari Award Letter Attached and Appointment Letters of Contractors (3 letters: "Package 1 Civil Contract", "Package 1 Mechanical and Electrical Contract" and "Package 2 Civil Works, Mechanical and Electrical Installation")]</p> | <p>Package 1<br/>Contract Value:<br/>R 378.1 million (Civil and M&amp;E Works)</p> <p>Package 2<br/>Contract Value:<br/>R 850.5 (Civil and M&amp;E Works)</p> |                                    | <p>Package 1:<br/>Ongoing,<br/>Anticipated Completion Date: January 2026</p> <p>Package 2:<br/>Ongoing,<br/>Anticipated Completion Date: February 2028</p> |





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# SCHEDULE 11: SCHEDULE OF WORK EXPERIENCE OF TENDERER

## SCHEDULE 11.2: NEW WASTEWATER SLUDGE THICKENING, STABILISATION, CONDITIONING AND MECHANICAL DEWATERING PROJECTS COMPLETED

| NO. | TITLE AND BRIEF DESCRIPTION OF PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | VALUE OF CONTRACT (EXCL. VAT)                                                                       | EMPLOYER (INCLUDE CONTACT DETAILS) | DATE COMPLETED (if applicable) |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| 7   | <p><b>Extension of Sunderland Ridge WWTW</b><br/> <b>Sludge Treatment Capacity for a WWTW of 30 Ml/day ADFW</b></p> <p>The Sunderland Ridge wastewater treatment works (WWTW), is the only works in the southern catchment area of the City of Tshwane. Due to the rapid growth experienced in the catchment of the works, it was required that the works are extended for a treatment capacity of 30 M/d with a full biological nutrient removal (BNR) plant.</p> <p>Zutari provided the engineering services required for the extension of the works which included feasibility studies for the 30 M/d extension, license applications, environmental impact assessments and the relevant authorisations for the extension, process design of the extension, preliminary and detailed engineering design of new inlet works, PSTs, BNR reactors with a treatment capacity of 30 M/d, SSTs, chemical P removal system and sludge treatment (thickening by sludge thickeners, anaerobic digesters, sludge holding tanks and dewatering with belt presses ); contract documentation, contract supervision of construction, commissioning and closeout reports for the 30 M/d extension; as well as investigation of the further extension of the Sunderland Ridge WWTW. Additionally, this project included civil, hydraulic, process, structural, mechanical, electrical and control disciplines.</p> <p>[Award Letter and Client Reference Letter Attached]</p> | <p>Contract Value at Completion: R 200 million</p> <p>Escalated Contract Value: R 379.6 million</p> |                                    | June 2014                      |

### Notes

\* All Contract Values (i.e., CAPEX) indicated above are at the time of project completion (Practical Completion Certificate or Taking Over Certificate) and have been escalated to 2025 values, using an escalation percentage of 6%, as shown in the formula below:

$$\text{Escalated Contract Value} = \text{Contract Value at Completion} \times (1+6\%)^{\wedge} (2025 - \text{Year Completed})$$

\* Some of our client reference letters may refer to our previous company names "Africon", "Ninham Shand" and/or "Aurecon". Please be assured that these references remain valid and applicable to Zutari, as the expertise, business operations and service standards have remained unchanged. For your reference, we have included an extract from our



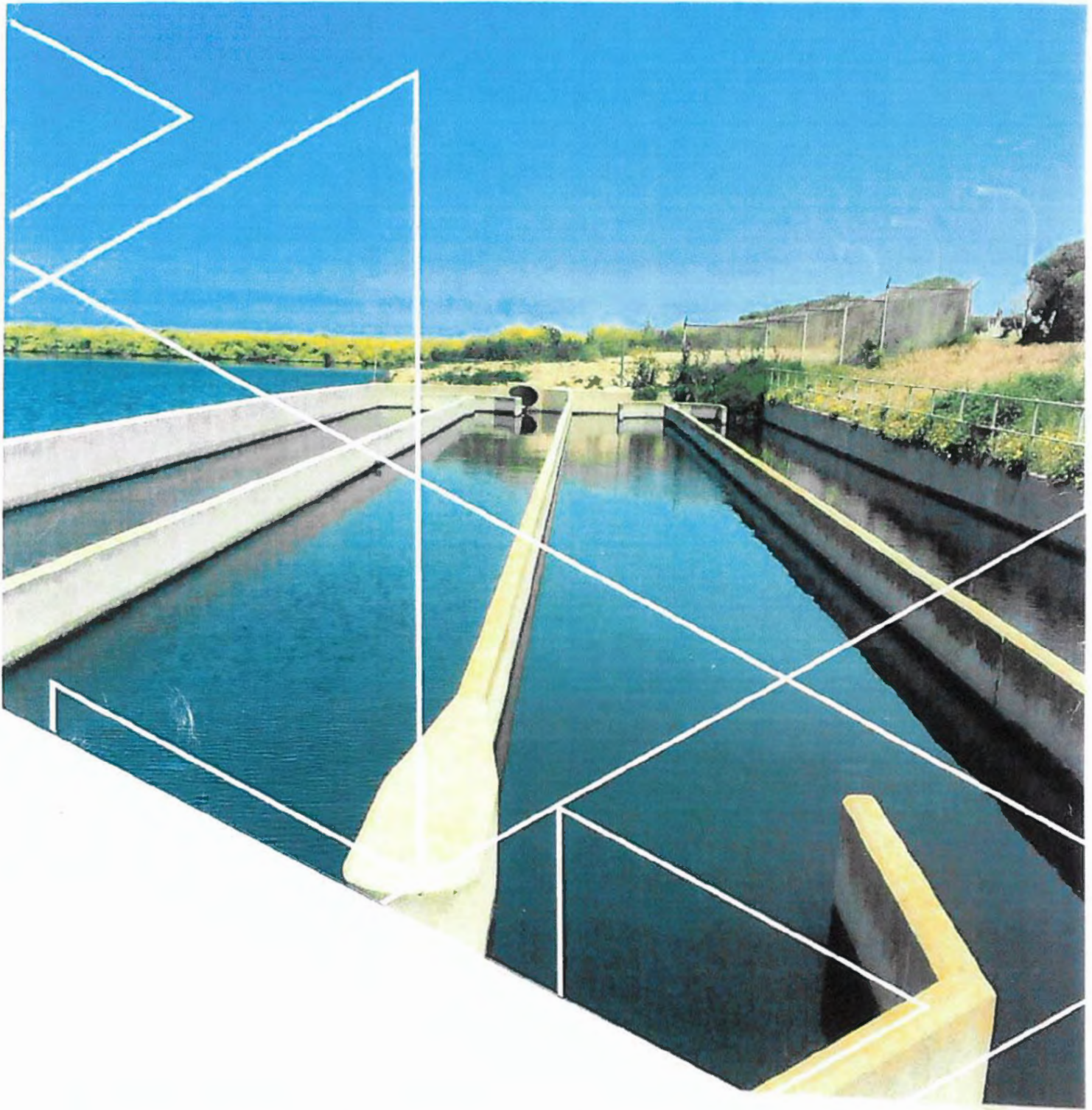
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company registration document confirming the official name change from Aurecon to Zutari, and for further details please refer to Schedule 1 Returnable Schedules, should you require the full document, we will be happy to provide it upon request.







## Schedule 11.1: References for Wastewater BNR Activated Sludge Projects Completed