FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

FRAMEWORK CONTRACT PERIOD: 84 MONTHS FROM THE COMMENCEMENT DATE

THE CONTRACT

ISSUED BY:
DIRECTOR: BULK SERVICES DIRECTOR: DISTRIBUTION SERVICES OF THE WATER AND SANITATION DIRECTORATE CITY OF CAPE TOWN Water and Sanitation Head Office Corner of Voortrekker Road & Mike Pienaar Boulevard Bellville 7530

For official use:
TENDER SERIAL No.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
1. [redacted]
2. [redacted]
3. [redacted]

SEPTEMBER 2025

NAME OF TENDERING ENTITY	Lukhozi Consulting Engineers
EMAIL ADDRESS OF TENDERING ENTITY	[redacted]
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	Rates Only

Part C1: Agreements and Contract Data

Pages

Memorandum of Agreement – Catchment Stormwater and River Management Branch 68

C1.1 Form of Offer and Acceptance - Catchment Stormwater and River Management Branch ..... 70 – 73

C1.2 Contract Data – Part 1 (data provided by the Employer) ..... 86 – 102

C1.2 Contract Data – Part 2 (data provided by service provider) - Catchment Stormwater and River Management Branch 104

C1.3 Occupational Health and Safety Agreement 107

C1.4 Insurance Broker's Warranty 108

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD
Making progress possible. Together.

CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

WINNER

MEMORANDUM OF AGREEMENT

FOR

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

SERVICE PROVIDER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Service provider" / "tenderer")	LUKHOZI CONSULTING ENGINEERS (PTY) LTD
TRADING AS (if different from above)	
REGISTRATION NUMBER	[redacted]
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANDI ET EXECUTANDI OF THE SERVICE PROVIDER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	DIRECTOR

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

Preamble

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

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

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/Service provider 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 Service provider reflecting the BAC award.

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

a) the Form of Offer and Acceptance,

b) the Contract Specific Data within the Contract Data,

c) the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015),

d) the Drawings,

e) the Scope of Work,

f) the Pricing Data, and

g) the conditions of tender, the tender data and tender schedules

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

_____
For and on behalf of the Service provider
(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
Name and Surname:

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN.

C1.1 Form of Offer and Acceptance – Catchment Stormwater and River Management Branch

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONTRACT NO 52C/2025/26: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

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 service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

This is a rates-based contract.

The rates as contained in Part C2.2: Schedules of Rates for the branch tendered for, shall form the tender offer. Works Projects will be allocated in accordance with the procedures described in the Procedure for the Allocation of Works Projects, Part C1.2: Contract Data in this Framework Contract document. The tendered rates shall be used to develop project costs for individual Works Projects.

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

Service provider	
Business Name	LUKHOZI CONSULTING ENGINEERS (PTY) LTD
Business Registration	[redacted]
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	2025/10/17
Signed: Location	BELLVILLE
Signed: Witness	[redacted]
Name of Witness	

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

Acceptance – Catchment Stormwater and River Management Branch

By signing this part of this form of offer and acceptance, the City of Cape Town accepts the tenderer's (now Service provider's) offer. In consideration thereof, the City of Cape Town shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the service provider's offer shall form an agreement between the City of Cape Town and the service provider 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
Part C5: Returnable documents

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 service provider shall within two weeks after Contract Commencement, 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.

Unless indicated otherwise in the deviation schedule, this agreement comes into effect on the date when the service provider confirms receipt from the City of Cape Town of one complete, signed copy of this contract containing Schedules of Rates as awarded by the BAC, including the schedule of deviations (if any).

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

Schedule of Deviations – Catchment Stormwater and River Management Branch

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 dated 9 October 2025
Notice to Tenderers No 2 dated 16 October 2025
Notice to Tenderers No 3 dated 23 October 2025
Notice to Tenderers No 4 dated 7 November 2025
Notice to Tenderers No 5 dated 11 November 2025

Details See attached

2 Subject: Clarification No.2 dated 17 March 2026 sent to Lukhozi Consulting Engineers (Pty) Ltd and their response dated 20 March 2026.

Details See attached

3 Subject: Negotiation Letter No.1 dated 8 June 2026 sent to Lukhozi Consulting Engineers (Pty) Ltd and their response dated 8 June 2026. Email Correspondence dated 18 June 2026 sent to Lukhozi Consulting Engineers (Pty) Ltd and their response dated 18 June 2026

Details See attached

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

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

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

9 October 2025

NOTICE TO TENDERERS NO. 1

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum must be signed by the tenderer and attached and/or included with the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following attachments:

1) Presentation presented at the Clarification Meeting on 30 September 2025

2) Questions raised before the Clarification Meeting (also addressed in the Clarification Meeting Presentation) - see Annexure A

3) Questions raised at the Clarification Meeting - see Annexure B

4) Questions raised after the Clarification Meeting (up to COB on 6 October 2025) - see Annexure C

5) Amendments to pages and Additional pages are shown in the table below. The changes are shown in the document in red font. See Annexure D for the replacement pages (**33 pages**).

6) Updated Schedules of Rates - **version 2** (electronic version)

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
14	14(R)		C.2.1.4.4 Minimum score for functionality - amended
25	25(R)		C.2.1.4.4 Minimum score for functionality B Catchment, Stormwater & River Management Branch - Criterion 1 – amended
39	39(R)		C.2.1.4.4 Minimum score for functionality D Wastewater Treatment Branch - Criterion 15 – amended
48	48(R)		C.3.11.4 Risk Analysis - Determination of low rates - amended
PART C1: CONTRACT AGREEMENTS & CONTRACT DATA			
91	91(R)		Clause 3.16 Price adjustment for inflation
PART C2: PRICING DATA			
112	112(R)		C2.1 Pricing Assumptions - Items 30, 31 amended
119	119(R)		Schedule 1: Notes B50 to B54 added
Additional page		119A	Schedule 1: Notes B55 to B60 added
120	120(R)		Schedule 1.1: Items 1.1.6 to 1.1.8 - 2 items amended, and 1 additional item added Items renumbered
121	121(R)		Schedule 1.1: Items renumbered
122	122(R)		Schedule 1.1: Items renumbered
124	124(R)		Schedule 1.2: Item 1.2.27 amended Items 1.2.41 to 1.2.48 added
129	129(R)		Schedule 2: Notes C27 to C29 added
130	130(R)		Schedule 2.1: Items 2.1.6 to 2.1.8 - 2 items amended, and 1 additional item added Items renumbered
131	131(R)		Schedule 2.1: Items renumbered
132	132(R)		Schedule 2.2: Item 2.2.21 amended
137	137(R)		Schedule 3: Notes R22 to R27 added
Additional page		137A	Schedule 3: Notes R28 and R29 added
138	138(R)		Schedule 3.1: Items 3.1.6 to 3.1.9 – 2 items amended, and 2 additional items added Items renumbered
139	139(R)		Schedule 3.1: Items renumbered
140	140(R)		Schedule 3.2: Item 3.2.17 amended Items 3.2.22 to 3.2.26 added
146	146(R)		Schedule 4: Note W31 added
Additional page		146A	Schedule 4: Notes W32 to W34 added
147	147(R)		Schedule 4.1: Items 4.1.6 to 4.1.8 - 2 items amended, and 1 additional item added Items renumbered

148	148(R)		Schedule 4.1: Items renumbered
149	149(R)		Schedule 4.1: Items renumbered
150	150(R)		Schedule 4.2: Item 4.2.19 amended
151	151(R)		Schedule 4.2: Item 4.2.29 added
PART C3: SCOPE OF WORK			
158	158(R)		C3.2.2 Details of Framework Arrangement Estimated professional fees - amended
167	167(R)		C3.2.16 Application for payment - amended
171	171(R)		C3.2.19.1 A Typical Works Projects – Bulk Water Branch - List amended
173	173(R)		C3.2.19.1 D Typical Works Projects - Wastewater Treatment Branch - List amended
PART C4: SITE INFORMATION			
210	210(R)		C4.1 Possible locations of Works Projects Reticulation Branch - amended

NOTE: The City is currently considering extending the closing date of this tender. All tenderers will be informed in of the decision in due course.

TENDERERS ARE THEREFORE REQUESTED TO:
1. Record receipt of this Notice on Schedule 22: Record of Addenda to Tender Documents.
2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p. SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At ..... on this ..... day of 2025

Signature: .....

Name of Signatory: .....
(In ink and capitals)

TENDERER: .....
(Name of firm in ink and capital letters.

Annexure A : Questions Raised Before Clarification Meeting (also addressed in Clarification Meeting Presentation)

Number	Question	Answer
1.	Can we print the softcopy to all white pages and submit the tender like that?	No you may not - you must please submit the hard copy of the issued tender document. You may however submit a completed printed version of the Schedules of Rates and Returnable Schedules 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 15A, 15B, 15C, 15D, (which were all issued on the flash drive).
2.	Can a sub-consultant on our team tender with other tenderers?	Yes, they may sub-consultant with more than one tendering entity. [Post Clarification Meeting Note: Refer to Schedule 12 which requires signed letters of undertaking]
3.	Since we are transferring the majority of information from staff CV's to the tender tables in the document – do we still need to include their full CV's as annexures or just their qualifications?	You do not need to submit any CVs. You must however populate all the required information into the relevant Returnable Schedules. A professional registration certificate as well as a renewal certificate / letter of good standing / proof of active membership from the applicable professional body must also be attached and must be valid at close of tender.
4.	Need for security to be included page 203 of the document - where must this be priced?	Items have been provided in the Schedules of Rates: ➢ Items 1.2.30 to 1.2.33, 1.4.19 to 1.4.21 ➢ Items 2.2.15 to 2.2.18, 2.4.19 to 2.4.21 ➢ Items 3.2.11 to 3.2.14, 3.4.19 to 3.4.21 ➢ Items 4.2.13 to 4.2.16, 4.4.19 to 4.4.21
5.	Would a Sharepoint folder suffice for a database of CV's for the project?	Yes, but it will only be required after the Commencement Date of the Framework Contract (refer clause C3.2.5.5 of Part C3.2).

Annexure B : Questions Raised at the Clarification Meeting

Number	Question	Answer
1.	ECSA Categories A, B and C have been redefined in the Pricing Assumptions. Is the ECSA Category D definition unchanged from the ECSA Guidelines?	Yes
2.	Will Construction Monitoring Category C & D rates be included in the Basket? Consider specifying the qualifications and experience of the person.	Yes. See amendments to the Tender Document in Section 6 of the Addendum.
3.	In the Pricing Assumptions, it is specified that the rate for a higher category person may NOT be less than the rate for a lower category person, i.e. a Category A Civil Engineer rate may not be less than a Category B Civil Engineer rate?	Yes, Item 13 in the Pricing Assumptions on Page 111 specifies that the rate for a higher category person may not be less than the rate for a lower category person.
4.	Will tenderers be disqualified or deemed non-responsive if the rate for a 'higher category' person is priced lower than a 'lower category' person?	No. The rates will be further evaluated as per clause C.3.11.4: Risk Analysis. The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13.
5.	Will tenderers be disqualified or deemed non-responsive if they have zero rates?	The rates will be evaluated as per clause C.3.11.4: Risk Analysis - Determination of 'low rates'.
6.	If there is an error in the document, can it be corrected?	No. Tenderers will not be allowed to correct or make any amendments after the tender closes.
7.	Flash drive was not included in the Tender Document collected from the Tender Office?	The flash drive can be made available to the tenderers who did not receive it with the document.

		The revised electronic schedules will also be issued with the Addendums.
8.	Can you tender for the contract but also use people in your company who would then be part of another tenderer's team?	No. You cannot submit a bid as a main tendering entity and, also submit as a subconsultant to another tendering entity. However, you can sub-consult with different entities provided you are not submitting a separate tender as the main tendering entity. Also refer to SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE (Page 216 Item iv)
9.	Is the appointment for one consultant per branch? Or, the winner takes all?	Each branch will appoint a winner and three alternative service providers per branch. However, you cannot be a winner in more than one branch. Refer to Clause C.1.6.1 on Page 7 of the Tender Document
10.	Must the qualifications be certified	No.
11.	With company experience, you call for reference letters or completion certificates. Do those need to be accompanied with appointment letters as well. Is it a completion certificate or a reference letter because there was mention of appointment letters in one of your notes as per Note D under the company experience.	Note D on Page 16 of the Tender Document is in relation to the calculation to allow for the time value of monetary inflation. Tenderers are requested to supply documentary evidence of award values. E.g. a BAC resolution or award letter. In terms of Work experience, please refer to Clause C.2.1.4.4 - Minimum score for functionality on Page 14(R)

		of the Tender Document for the 'relevant information' required. There is no specific requirement for an appointment letter but Tenderers will be required to provide evidence as listed in points a, b, c, d and e under this clause.
12.	Underneath the support staff, you're calling for a landscape architect and a coastal engineer for all the other panels except the Catchment, Stormwater and River Management (CSRM) panel. However, in the CSRM panel, it is required as Key Personnel, is this correct?	The Tender Document under Support Personnel in Schedules 19A,19B,19C and 19D (Support Personnel), requires the branches to have the following: • Bulkwater: Landscape Architect and Coastal Engineer (Category C1) • Catchment, Stormwater and River Management: Coastal Engineer (Category C1) • Reticulation: Landscape Architect • Wastewater: Landscape Architect CSRM require a Landscape Architect as a **Key Personnel** and therefore it was not included as a Support personnel.
13.	Do you require supporting documents for relevant projects for the Key Personnel? Or, must we populate the relevant information in the schedules provided?	Please refer to all the requirements listed under Clause C.2.1.4.4 -Minimum score for functionality for the 'relevant information' required for Tenderer's Work Experience and Key Personnel For Key personnel, the requirements are also listed under each branch, and the relevant information must be completed under the applicable Schedule 12A, 12B, 12C or 12D
14.	For the Tenderer's Work Experience for the Wastewater Treatment Branch, you require 3 projects for Wastewater BNR activated sludge and 2 for the sludge treatment. With	Yes. Refer to the 'Note' on Page 35 of the Tender Document.

	sludge treatment, can the same project be used for both indicators?	*"Note: If one reference project complies with both of the above Indicators, then it must be* ***listed under both Indicators separately."***
15.	How is the evaluation going to be done. After the 70% quality, do you then jump over to the price evaluation	The first gate is Eligibility of Key Personnel. Only bidders that pass eligibility will be evaluated further for functionality. Only if a tenderer obtains a minimum score of 70% will the tenderer be further evaluated in terms of Price and Preference. Tenders who meet the eligibility criteria and score 70% or more in functionality will be further evaluated as per Clause C3.11 on Page 44 of the Tender Document.
16.	Does the work only filter through to the 2nd Tenderer (Alternative Service Provider) only when the Winner declines a project.	No, there can be other reasons. Refer to the other criteria listed in clause 4.9 of the Tender Document on Page 95.
17.	Are the tenderers only required to provide rates as there are no hours stipulated in the Tender Document?	Yes. Refer to clause C.3.11.3.4 of the Tender Document on Page 47.
18.	Will the rates for the different services be compared. For example, CAD Operator rate compared with a Category D rate?	All rates will be evaluated in terms of clause C.3.11.4(b).
19.	Will the disbursements and travel expenses be used in the determination of low rates?	No. Disbursements will not be used. The travel rates are stated in the Tender Document.
20.	Evidence may not necessarily be under the 'current firm' but with previous company. Please clarify what is regarded as evidence in this example.	Refer to amendments in clause C.2.1.4.4 on page 14(R).
21.	It is difficult to get evidence for relevant projects from previous clients and companies. Please reconsider the requirement.	Refer to amendments in clause C.2.1.4.4 on page 14(R).
22.	For Key Personnel, you are looking for a number of CVs across the panels to achieve maximum points; which is 7	CVs are NOT required for the Key Personnel but please complete the relevant details (pertaining to the Key

	projects in some cases. This is a massive exercise to get all the information. However, in the template (schedules) you have allowed for client references and contact numbers. Would this be sufficient for the Key Personnel?	Personnel) in the applicable Schedules 12A, 12B, 12C, 12D, 15A, 15B, 15C and 15D.
23.	Do you have to verify all six stages for referenced completed projects? Or, can it be a project completed up to say Stage 3 or even Stage 4 because various PSPs come at different stages of the project?	In terms of Key Personnel's relevant experience, please refer to the amendment to clause C.2.1.4.4 on page 14(R). For Tenderer's work experience, refer to the amendment to clause C.2.1.4.4 on page 14(R) and to Note A on page 16.

Annexure C : Questions Raised After the Clarification Meeting (up to COB on 6 October 2025)

Number	Question	Answer
1.	We would like to know if Quantity Surveying Services will be required for this Tender before we purchase the document.	This tender is for the appointment of tendering entities who must provide teams of multidisciplinary professional service providers which consists of Engineers (civil, structural, mechanical, electrical, electronic, chemical, coastal, groundwater, hydraulic, process design, etc), Project Managers, Architects, other Specialists, Transaction Advisors, Quantity Surveyors, etc. Tendering entities who do not have internal Quantity Surveyors will be required to appoint Quantity Surveyors as sub-consultants to form part of their multidisciplinary professional service provider teams. There is no stand-alone appointment of different professional service providers, e.g. appointment of architects or quantity surveyors only"
2.	May we populate on the PDF document and print for the submission?	No
3.	Kindly avail Schedules 11, 12 & 13 in word format for incorporation into the proposal for All Branches	ALL Schedules were provided in WORD format on the issued flash drive.
4.	For the Mechanical Engineers across Branches, will District Cooling & Fire pump systems and pipelines, that correlate to the size parameters specified, (be acceptable experience)?	No Refer to Functionality criteria for each branch.

5.	Bulk water Branch For Hydraulic Engineer H1 – note B35 does not indicate anything regarding Surge, however, Criterion 16 states there must be 3 No Projects where surge analysis was conducted on pipelines >500mm. Which is correct? Must the diameter be larger than 500mm ID or ND? For Process Engineer BW2 – Will Mine Water (exhibits more complex contamination profiles and lower baseline quality) treatment be acceptable, still noting the sizing constraints?	Incorrect, B35 and Criterion 16 both refer to surge analysis requirements. All stated diameters are Nominal Diameter (ND), unless otherwise stated. Mine water treatment, where the effluent is used as potable (drinking) water, will be considered where the potable product water is 10Ml/d or greater. The evaluation criteria, which notes 'successfully completed' must be able to show that the water produced conforms to SANS 241 (Parts 1 & 2) and used for human consumption.
6.	Reticulation Branch For Hydraulic Engineer H2 – Will we be allowed to use two separate individuals to feed into this role e.g. separate individuals for Surge and CFD	No, one individual is required.
7.	Wastewater treatment Branch For Civil Engineers & Technologists – will water treatment and mine water treatment Projects count still noting the size constraints? For Hydraulic Engineer H2 – - Will rising mains for wastewater, mine water and slurries count? Pipelines and pumps are indicated but not a size - Why is surge a requirement within wastewater treatment? Generally, pressures of lifting stations are lower unless it is pumping treated effluent into a network/ system, but this is not a stipulated requirement. -	No. Projects outside of normal municipal wastewater treatment will not be acceptable. For the Hydraulic Engineer H2, any municipal rising main will be acceptable. Minimum pipeline diameters of 110mm ND Wastewater will be taking over large reuse pump stations, that will convey reuse water to various end users. Surge analysis will be required in those projects.

	For Process Engineer WW2 – - Will Mine Water (exhibits more complex contamination profiles and lower baseline quality) treatment be acceptable, still noting the sizing constraints? - Note W21 states plants must be 10Ml/day or larger, however Criterion 15 states it must be 15Ml/day, which is correct?	No. Projects outside of normal municipal wastewater treatment will not be acceptable. The requirement for Criterion 15 is 10 ML/d. See Amendments on page 39(R)
8.	We have the following query regarding the expertise of specific engineers • If an engineer (for example structural or electrical) has extensive WWTW experience, will that be applicable to the WTW section as well, seeing that it is similar in nature. In other words, will specific expertise in WWTW works be accepted in WTW and visa-versa?	Structural, Electrical or Electronic Engineer's experience in WWTW would be acceptable for WTW experience and vice versa. Civil, Mechanical, Chemical and Process Design Engineer's experience must be specific to WWTW or WTW as applicable.
9.	We would like to request clarification on the requirement stated on page 35 of the tender document under "*Work Experience of Tenderer.*" The clause reads: "*Tenderers must list, on the schedule titled Schedule 11D: Schedule of Work Experience of Tenderer, all projects (the analysis and design of new and remedial works) that have been successfully completed by the tenderer in the past fifteen (15) years, or that are under construction at time of tender closing.*" Could you please confirm if "successfully completed" may also apply to projects that were completed up to a specific ECSA stage (with the necessary proof), and not necessarily through to the end of construction? For example, in the CF WWTW Inlet Works project, we successfully completed Stage 4 and can provide the proof of completion. Would the City of Cape Town accept such stage-based completions under this requirement?	See amendment to clause C.2.1.4.4 on page 14(R)

10.	**Minimum score for functionality**. The following pertaining to clause C.2.1.4.4 : 1. The paragraphs on page 14 of the tender document makes a clear differentiation i.t.o. relevant projects for: a Key personnel – which does not stipulate relevant information for "Successfully Completed", and; b Tenderer experience – which does specify relevant information required to serve as proof of "Successfully Completed" projects. 2. Similarly to item b above, "Note A" on page 16 of the tender document stipulates, under the title "Tender's Work Experience", that the tenderer has to be substantiated "successful completion" in terms of completion certificates or reference letters. 3. The notes listed under Section C (Reticulation Branch: Functionality Criteria) of the functionality criteria on page 30 makes reference to a "Relevant Project", which is unclear given that relevant project can refer to both the Tender's Experience and Key Personnel's. Schedules 15A-D of Part C5 of the tender document does, however, only ask for client reference and contact detail, with no indication of 'relevant information". Please clarify the ambiguity raised above regarding what is required in terms of supporting information for scoring Functionality points for Key Personnel	See Amendment on page 14(R) See Amendment page 14(R) The definition for a "relevant project" applies to all criteria as stipulated on page 30. Reticulation Branch requires relevant information as proof of completion of relevant projects under Tenderer's Experience only. Key Personnel are tested for their years of experience relating to relevant projects and therefore, client references will suffice.

11.	The requirements for key personnel in Part T1 Clause 2.1.4.4 Minimum Score for Functionality call for both Civil and Hydraulic Engineers for all the branches. It is considered an industry norm that a civil engineer in the water sector specialises in hydraulics and performs the role of both the roles defined in this document (i.e., Civil and Hydraulic Engineer). We request that the CCT considers limiting the duplication of these services and combine such project experience into one category (i.e., Civil Engineer with hydraulic design experience).	No Different individuals are required
12.	Criterion 1 on page 25 refers to Relevant Work Experience with reference to a specified project value (i.e., "…*each having a present-day value of at least R10mil*"). The relevant projects include: i. Project Type A, which refers to river capacity upgrade (a detailed design report services as proof of completed project). ii. Project Type B, which refers to Stormwater Management Plan (which is an engineering type study, not construction). iii. Project Type C, which refers to existing stormwater systems. iv. Project Type D, which refers to dam safety evaluations. The majority of the project types references studies or evaluations. By incorporating a project value limit of R10mill, it is our opinion that the list of available project references are severely limited, as such a reference applies to the fee for a study. Can this specification please be reconsidered to ensure project values for studies are redefined or removed from the scoring criterion for these specific projects?	See Amendment on page 25(R)

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SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

16 October 2025

NOTICE TO TENDERERS No. 2

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: **24 October 2025 at 10:00am**

AMENDED CLOSING DATE OF TENDER: **14 November 2025 at 10:00am**

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice / addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) The request for an extension to the tender closing date has been approved. The amended tender closing date is **14 November 2025 at 10:00am**.

2) Questions raised from 7 October 2025 up to COB on 15 October 2025 - see **Annexure A**

3) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure B** for the replacement pages (**8 pages**).

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
6	6(R)		C.1.3 Interpretation – definition references amended in k) and m).
11	11(R)		C.2.1.4.2 Key Personnel Requirements Key Personnel required for Catchment, Stormwater & River Management Branch amended
14(R)	14(R1)		C.2.1.4.4 Minimum score for functionality – paragraph amended
33	33(R)		C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 14 – Evaluation criteria amended
39(R)	39(R1)		C.2.1.4.4 Minimum score for functionality D Wastewater Treatment Branch Criterion 14 – Evaluation criteria and points amended Criterion 15 – points amended
PART C2: PRICING DATA			
123	123(R)		Schedule 1.2: Item 1.2.4 "Activity Description" amended
136	136(R)		Schedule 3: Note R18 amended
PART C3: SCOPE OF WORK			
169	169(R)		C3.2.18 Key Personnel Minimum Criteria Key Personnel required for Catchment, Stormwater & River Management Branch amended

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice To Tenderers No. 2 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 2 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At ..... on this ..... day of 2025

Signature: .....

Name of Signatory: .....
(In ink and capitals)

TENDERER: .....
(Name of firm in ink and capital letters.

ANNEXURE A: Questions raised from 7 October 2025 up to COB on 15 October 2025

Number	Question	Answer
1.	T1.2 Tender Data, Clause C.2.1.4.2 (Key Personnel Requirements) On page 11 of the tender document, the Key Personnel table requires mechanical, electrical and electronic engineers for the Catchment Stormwater and River Management Branch, but this requirement is not included in the functionality summary table on page 15 or on Schedule 15B. Kindly clarify whether the mechanical, electrical and electronic engineers for the Catchment Stormwater and River Management Branch are only an eligibility requirement and not a functionality requirement.	The Catchment Stormwater and River Management Branch does not require Mechanical, Electrical and Electronic engineers and technologists as Key Personnel. See amended **pages 11(R) and 169(R).**
2.	T1.2 Tender Data, Clause C.2.1.4.2 (Key Personnel Requirements) On page 12 of the tender document, a Professional Architect is listed as an eligibility requirement for the Bulk Water Branch and the Reticulation Branch, but not for the Wastewater Treatment Branch. Kindly confirm whether it is correct that no architectural services will be required for the Wastewater Treatment Branch	Architects have not been listed as Key Personnel for the Wastewater Treatment Branch but will still be required during the course of the Contract - see Items 4.1.33 to 4.1.35 in the Schedule of Rates on page 148(R) issued in Notice to Tenderers No. 1.
3.	T1.2 Tender Data, Clause C.2.1.4.4 (Minimum score for functionality) On page 14 of the tender document, tenderers need to state the number of months (in Schedule 15) that the resource has been personally involved in the project that is being submitted for	Schedule 15 requires that the Tenderer records the number of months that the nominated Key Personnel resource is personally involved in the project.

	scoring. Kindly clarify if this is the duration that the resource was involved or the actual person-months? As stated on page 14, is the 12-month minimum involvement requirement by a Key Personnel only on projects that have not been completed, or on completed projects too?	See amendment on **page 14(R1**): *"Completed projects as well as projects for which only some of the stages have been completed, may be submitted provided that the resource has been personally involved with relevant experience for at least 12 months.* ***Tenderers are required to state (in Schedule 15) the stages of a project and the number of months that the resource has been personally involved in the project that is being submitted for scoring."***
4.	T1.2 Tender Data, Clause C.2.1.4.4 (Minimum score for functionality) On page 14 of the tender document, tenderers need to submit "Relevant information" for the Tenderer's Work Experience as part of Returnable Schedules 11 (A, B, C and D). During the clarification meeting it was stated that "Relevant information" also needs to be submitted for relevant projects for all Key personnel as part of Returnable Schedules 15 (A, B, C and D). This is however not stated as a requirement in the tender document. Kindly clarify if "Relevant information" as defined on page 14 of the tender document needs to be submitted for Key personnel.	Notice to Tenderer's No. 1 amended clause C.2.1.4.4 to read as follows (amended portions in red font): *"Relevant information" for Tenderer's Work experience and for Relevant Experience of Key Personnel is to be provided as proof thereof (attached to the relevant schedule) and is considered to be:* *(a) certificates of practical completion or completion;* *(b) signed reference letters from the respective clients confirming completion of the said project;* *(c) reports signed by the client (signature page only) or correspondence confirming receipt/acceptance of a report;* *(d) letters from the relevant authorities confirming receipt of environmental authorisations;* *(e) a company letter (for Experience of Key Personnel only) or sworn affidavit."*

5.	T1.2 Tender Data, Clause C.2.1.4.4 (Minimum score for functionality) On page 16 of the tender document, Note A for the Tenderer's Work Experience states that a Tenderer must demonstrate they have successfully completed a project (from ECSA Stage 1 to Stage 6). Kindly clarify if functionality points will be scored for projects where the tenderer was not involved in all 6 ECSA stages?	For Tenderer's Work Experience, ONLY projects that have been **completed** and include **ECSA Stages 1 to 6**, will be considered for scoring.
6.	T1.2 Tender Data, Clause C.2.1.4.4 (Minimum score for functionality) On page 17 of the tender document, Criterion 1 – Tenderer's Work Experience for the Bulk Water Branch, full functionality points will be awarded for 9 or more completed projects, but it does not state how many points will be awarded per project or per category. Please clarify how many points will be awarded per project per category.	Each project in each project type carries equal weight. The limit on the number of projects that can be submitted in each project type (where applicable), is stated on page 17.
7.	T1.2 Tender Data, Clause C.2.1.4.4 (Minimum score for functionality) On page 25 of the tender document, Criterion 1 – Tenderer's Work Experience for the Catchment Stormwater and River Management Branch, requires each completed project to have a present-day value of at least R10mil. Project Type B (stormwater master plan) and Type D (Dam safety evaluations) are unlikely to have a present-day value of R10mil. Kindly confirm whether the R10mil requirement applies to Project Types B and D as well.	Notice to Tenderer's No. 1 amended clause C.2.1.4.4, Section D (Catchment Stormwater & River Management) on page 25(R) to exclude **Project Type D** from the monetary limit. **Project Type Bs** would normally include an "estimated capital expenditure" in the report. It is that estimate that would be applicable to the monetary requirement.

8.	C1.2 Contract Data, Clause C 3.16 (Price Adjustment for inflation) On page 91 of the tender document, under Clause 3.16.1, it is stated that the CPI for Services will apply for contract price adjustment. The contract duration will be for 84 months (7 years), which impose a significant risk to tenderers if the CPI for Services is not representative of actual inflation, CPI (Headline) and salary increases.	The City uses CPI for Services for all their CIDB PSP tenders. For this tender, the indices that will be used are those contained in Table A of the P0141 Consumer Price Index for the CPI for Services published by Statistics South Africa.
9.	C2.2 Schedule of Rates Provision is made for a BIM Modeller in Item no. 1.2.2 for the Bulk Branch, but there is no allowance for this role made in any of the other branches. Additionally, no allowance has been made for any additional BIM related personnel. Kindly clarify if a BIM modeller will be included in all 4 branches and if the BIM related personnel can be expanded to the following: BIM Manager BIM Coordinator BIM Technician/3D Modeller Information Manager Data Engineer/ Data Scientist	No additional BIM related resources are required for Bulk Water Branch. The BIM Modeller is not required in the other branches.
10.	C2.2 Schedule of Rates No provision is made for Construction Health and Safety Manager (CHSM), only a Health and Safety Agent (CHSA) for all branches. Generally, on projects the CHSA's responsibility will include tasks such as the health and safety specifications, approving health and safety plans, facilitating a construction work permit, etc. The CHSM will be responsible for implementing and ensuring compliance with safety standards and policies on site by conducting safety inspections and audits.	The Employer only requires a Health & Safety Agent. The Construction Health & Safety Manager is appointed by the Contractor (as per clauses 8 of Construction Regulations 2014).

	Kindly clarify how Construction Health and Safety Managers will be remunerated, should their inputs be required during the execution of a works project.	
11.	C2.2 Schedule of Rates The cathodic protection specialist Item no. 1.2.4 in the Bulk Water Branch, refers to note B19 and B24. Note B19 refers to a Groundwater Modeller. Kindly clarify if only note B24 will be applicable to the cathodic protection specialist item no. 1.2.4.	For Bulk Water Branch, Schedule 1, Item 1.2.4 (Cathodic Protection Specialist) correctly refers to Note B24. The reference to "Note B19" in the Activity Description column is incorrect and must be deleted. See amended **page 123(R).**
12.	Do we need all our Projects to be completed for work experience?	**Tenderer's Work Experience** Only projects completed (Stages 1 to 6) will be acceptable for scoring.
13.	Do we need Completion Certificates for Projects?	Yes, the information required is: (a) certificates of practical completion or completion; (b) signed reference letters from the respective clients confirming completion of the said project; See "Relevant information" on page 14(R1)
14.	When our Projects are in Construction Phase, do we stipulate that in the Tender?	For Tenderer's Work Experience, ONLY completed projects will be acceptable.
15.	Do we require a reference letter for Projects that are in Construction phase?	For Tenderer's Work Experience, ONLY completed projects will be acceptable.
16.	Reticulation Branch: Functionality Criteria For Criterion 14 "Hydraulic Engineer H2" you are calling for a civil engineer, would you consider a professional agricultural engineer?	No. A Civil Engineer or Civil Technologist is required

17.	<u>Wastewater Treatment Branch: Functionality Criteria</u> For Criterion 12 Hydraulic Engineer “H2”, you indicate on page 39(R) the following Relevant projects: • A new plant of 10ML/d or greater • Expansion, refurbishments or upgrade of additional 10ML/d or greater on an existing plant • Inlet works, channels, pipelines and pump stations etc. Is the last bullet with reference to pump stations and pipelines to WWTW or just in general?	It is for both pumps and pipelines in the wastewater treatment works and external pipelines in any water application (potable or other). See also amended **page 39(R1)**
18.	<u>Wastewater Treatment Branch: Functionality Criteria</u> On page 34, the maximum possible points for Criterion 14 (Hydraulic Engineer “H2”) and Criterion 15 (Process Engineer) are stated as 6 points each. However, on page 39(R), the points for the Criteria are given as a maximum of “3” (Indicator Level 4) per Criteria. Please clarify.	The points should read “0, 2, 4 and 6” for Indicator Levels 1 to 4 respectively for Criteria 14 and 15. See amended **page 39(R1)**
19.	<u>Catchment Stormwater and River Management Branch: Functionality Criteria No.1 (Tenderer’s Work Experience)</u> page 25(R) Notice to Tenderers No.1 amended the requirement for Project Type D, removing the R10 million project value threshold. Please confirm whether the value for Project Type B (Stormwater Master Plan) must include the “estimated capital expenditure” for the rehabilitation and upgrading of the works derived from the study.	Correct, the project value must include the “estimated capital expenditure” for the proposed capital upgrades.

20.	Reticulation Branch: Functionality Criteria No.14 page 33 The scoring criterion stipulates that the Hydraulic Engineer must have experience in **surge analysis** and **CFD modelling**. We wish to highlight that **CFD (Computational Fluid Dynamics) analysis** is not typically a requirement for pump station design. Would the City consider removing CFD modelling from the scoring criterion?	The requirement for CFD modelling has been removed. See amended **pages 33(R), 136(R)**
21.	The Tender notes that the statutory accreditation for key personnel should be with ECSA. Will international accreditations be accepted instead of professional registration with ECSA? This query relates to all the engineering roles (Civil, Structural, Mechanical, Electrical, Electronic, Hydraulic engineer (H1, H2, H3), Process Engineer (BW2 and WW2)).	An Engineer, professionally registered in another country, must be registered with ECSA as a Professional Engineer / Technologist. Alternatively, a letter from ECSA confirming that ECSA accepts the international accreditations / registrations as equivalent, will be acceptable.

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23 October 2025

NOTICE TO TENDERERS No. 3

TENDER NUMBER: 52C / 2025 / 26

DESCRIPTION: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

AMENDED CLOSING DATE OF TENDER: 14 November 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice / addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Questions raised from 16 October 2025 up to COB on 22 October 2025 - see **Annexure 3A.**

2) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure 3B** for the replacement pages (**3 pages**).

3) Updated Schedules of Rates for the Reticulation Branch only - **version 3** (electronic version).

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
14(R1)	14(R2)		C.2.1.4.4 Minimum score for functionality - clause amended (various)
15	15(R)		C.2.1.4.4 Minimum score for functionality - paragraph amended
PART C2: PRICING DATA			
140(R)	140(R1)		Schedule 3.2: Item 3.2.25 "Activity Description" amended Item 3.2.26 Deleted

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice to Tenderers No. 3 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

p.p SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 3 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At ..... on this ..... day of 2025

Signature: .....

Name of Signatory: .....
(In ink and capitals)

TENDERER: .....
(Name of firm in ink and capital letters.

ANNEXURE 3A: Questions raised from 16 October 2025 up to COB on 22 October 2025

Number	Question	Answer
1.	Notice to Tenderers No.1 added items in Schedule 3.2 and issued pages 137(R) – 137(A) and 140(R): Notes R22 to R25 were added but are not correctly reflected in the pricing schedules. Please clarify.	In Schedule 3.2 for the Reticulation Branch, Item 3.2.25 was incorrectly stated as "Infrastructure Asset Management Specialist". It should have read "Engineering Management and Financial Bridging Specialist" as shown below. Item 3.2.26 must be deleted. 3.2.25 Note R25 ~~Infrastructure Asset Management Specialist~~ Engineering Management and Financial Bridging Specialist Hour ~~3.2.26 Note R26 Engineering Management and Financial Bridging Specialist Hour~~ See amended **page 140(R1).**
2.	In Notice to Tenderers No.1, a company letter was permitted as "Relevant information" for Key Personnel [page 14(R), clause C.2.1.4.4 (e)]. Does this apply to resources currently working for the tendering entity?	For Key Personnel/Resources currently working for the tendering entity, projects listed whilst working for the tendering entity in the applicable Schedule 15, and which is signed off at the end of the Schedule by the tendering entity, is sufficient. For work done by this Key Personnel/Resource for a previous employer/client, "Relevant information" must be provided for projects listed in the applicable Schedule 15. Sub-consultants to a tendering entity must provide "Relevant information" from the employer/client for all projects (listed in the applicable Schedule 15) for which the sub-consultant performed the work. A sworn affidavit will apply where the previous employer/client refuses or is not contactable to provide a letter of confirmation. For the full revision see amended **pages 14(R2) and 15(R)**.

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FINANCE
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Tender Distribution Office

E: scm.tenders7@capetown.gov.za

7 November 2025

NOTICE TO TENDERERS No. 4

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: **24 October 2025 at 10:00am**

AMENDED CLOSING DATE OF TENDER: **14 November 2025 at 10:00am**

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Questions raised from 23 October 2025 up to COB on 6 November 2025 - see **Annexure 4A.**

2) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure 4B** for the replacement pages (**14 pages**).

3) Updated Schedules of Rates for the Bulk Water and Reticulation Branches (electronic versions):

Bulk Water Branch	**version 3**
Reticulation Branch	**version 4**

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	CHANGE
14(R2)	14(R3)	C.2.1.4.4 Minimum score for functionality Amended
30	30(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Note 2 at bottom of page deleted
31	31(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 1 Note 2 added Criterion 2,3 Notes amended
32	32(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 4-10 Notes amended
33(R)	33(R1)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 14 Evaluation criteria for Indicator Level 4 amended
117	117(R)	Schedule No.1: Bulk Water Note B27 amended
121(R)	121(R1)	Schedule 1.1 Item 1.1.40 Reference corrected.
123(R)	123(R1)	Schedule 1.2: Item deleted and items renumbered from Item 1.2.10 to 1.2.25
124(R)	124(R1)	Schedule 1.2: Items 1.2.26 to 1.2.47 renumbered
138(R1)	138(R2)	Schedule 3.1: Item deleted and Item 3.1.22 renumbered
139(R1)	139(R2)	Schedule 3.1: Items 3.1.23 to 3.1.42 renumbered
161	161(R)	C3.2.5.1: Services required "Stage 4" – clause reference corrected
163	163(R)	C3.2.5.8: Discontinuity of services Clause amended
164	164(R)	

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice to Tenderers No. 4 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p. SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 4 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At …… on this …… day of …….. 2025

Signature: ……

Name of Signatory: ……
(In ink and capitals)

TENDERER: ……
(Name of firm in ink and capital letters.

ANNEXURE 4A: Questions raised from 23 October 2025 up to COB on 06 November 2025

Number	Question	Answer
1.	On page 11(R) of the tender document, the Key Personnel table requires a Professional Quantity Surveyor for the Bulk Water, Reticulation and Wastewater Treatment Branches. On page 14(R2) of the tender document, completed projects or a minimum involvement of 12 months per resource is required for relevant experience. A quantity surveyor is generally involved during ECSA Stages 3 and/or 4 of a project and sometimes during Stages 5 and 6, and generally for very short periods (e.g. a few months at most). Their involvement on projects is almost never more than 12 months. The same applies to some of the other positions such as the hydraulic engineer, landscape architect, process engineer, etc. Kindly clarify if the QS involvement, as well as that of other roles such as the hydraulic engineer, landscape architect, process engineer, etc. needs to be more than 12 months on all projects to score functionality points	The minimum personal involvement with relevant experience has been reduced to **six** months for Quantity Surveyors, Landscape Architects, Hydraulic Engineers "H1" and "H2" and Freshwater Ecologists, See amended page 14(R3)
2.	The Functionality Criteria for Catchment, Stormwater and River Management, Criterion 2 to 11 on pages 26 to 29, award points for the number of relevant projects completed. It however does not indicate if the relevant projects must have a minimum construction value.	A construction value is not stipulated. Emphasis is placed on the verifiable years of experience per discipline and personal involvement of the resource with Relevant Projects. Relevant Projects that will be deemed acceptable, are listed for each resource. See also amended page 14(R3).

3.	Notice to Tenderers No 2, Item 8, the City confirmed that CPI for Services is applicable to PSP tenders. The contract duration will be for 84 months (7 years), which poses a significant risk to tenderers if the CPI for Services is not representative of actual inflation (CPI Headline) and salary increases. Considering that during the preceding years, CPI for Services sometimes differed from CPI Headline by up to 3.6%, and that CPI for Services dropped to as low as 2.6%, can consideration be given to stipulate a minimum threshold percentage that will be applied for escalation.	The City considers CPI for Services to be the most appropriate method of compensation for time-based fees for all their CIDB PSP tenders in line with the CIDB Standard Professional Services Contract.
4.	The project manager category D Item No. 1.1.40 in the Bulk Water Branch, refers to Note B4. Note B4 refers to ECSA Category C. Note B5 refers to project managers. Kindly clarify if Note B5 will be applicable to Item No. 1.1.40	The reference for Item 1.1.40 is “Note B5” See amended Page **121**(R1)
5.	Note B5 and Note W5 refers to project managers. It is noted that for a Category D project manager the person does not have to be professional registered and can be an Engineer, Technologist or Technician. Kindly clarify if any other non-engineering qualifications (i.e. BCom, BBA, MBA) will be accepted for individuals fulfilling a project management duty	No, Category D Project Managers need to be either an Engineer, Technologist or Technician.
6.	Provision is made for an Electronic Engineer Category A in Item No. 3.1.22 for the Reticulation Branch, but there is no allowance made for this role in any of the other branches, or for Electrical Engineer Category A staff in any of the branches. Kindly clarify whether this requirement is correctly specified and will only be applicable to the Reticulation Branch	Electronic Engineer Category A is not required for the Reticulation Branch. The item has been deleted from the Schedule of Rates and the subsequent items have been renumbered. See amended pages 138(R2), 139(R2).
7.	Provision is made for a Dam Safety Specialist (Category IV) in Item No. 1.2.10 and Note B27 has reference. As per Chapter 12 of the National Water Act, dams are classified in three categories, namely Category I, II and III. Kindly clarify the requirements for a Category IV Dam Safety Specialist.	Dam Safety Specialist (Category IV) item has been deleted and the subsequent items renumbered. See amended pages 117(R) and 123(R1).

8.	Clause C3.4.4, Safety and Security Specification outlines the roles and grading of Security Guards (Grades A, B, C, and D). However, it is noted that a Security Guard's primary role is to protect property and assets at a fixed location, whereas a Close Protection Officer (CPO) is trained to provide personal protection to individuals and requires specialized training (e.g., threat assessment, tactical driving, situational awareness and first aid). Kindly confirm whether the requirement is for standard on-site Security Guard services or for Close Protection (personal protection) services, as these roles have distinct scopes, qualifications, and pricing structures. Clause C3.4.4 further states that: • A Grade A security guard to perform the duties of a Grade B security guard; • A Grade B security guard to perform the duties of a Grade C security guard; • A Grade C security guard to perform the duties of a Grade D security guard; To ensure correct resource allocation and costing, kindly provide clarification or a detailed breakdown of the specific duties, responsibilities and expected functions for each grade level (A, B, C, and D). Furthermore, the current pricing schedule specifies an hourly rate for security services. However, based on industry standard practice, Security Guards services are quoted per hour or per month whereas Close Protection Officers are quoted per day. Please confirm whether the pricing should be submitted on a daily rate basis instead of hourly, to align with standard security industry practices should Close Protection Officers be required	The main purpose of the Security guards is to provide personal protection to members of the Service Provider in the performance of their duties and responsibilities on behalf of the City. Their functions and responsibilities are stated in clause C3.4.4 and may include armed guarding. The unit of measurement is "per hour".

9.	On page 163 of the tender document, Clause C3.2.5.5 states that the Service Provider is responsible to maintain a CV database and that the costs thereof will be for the account of the Service Provider. The clause is unclear on the requirements of the database, e.g. should the PSP merely upload all CVs to the database, is a summary spreadsheet to be provided (what detail needs to be reflected on this sheet), what is the frequency of reviewing/updating the database, etc. The amount of effort required to establish and maintain the database is also influenced by whether you are the Winner or a Standby of a branch, including the nature of the works projects received. Kindly clarify the requirements of the database.	When a resource is required on a Works Project, the CV of the resource must be available in the database. If the details of the resource has changed which could affect the choice of a resource, for example if the professional registration or the experience of the resource has changed, the updated CV must be uploaded. Summary spreadsheets are not required.
10.	On page 163 of the tender document, Clause C3.2.5.6 refers to initiating and maintaining sub-consultancy agreements. Sub-consultancy agreements are legal documents with contractual implications. Kindly confirm why the costs should be included in the tendered rates? In the event that the costs need to be included in the tendered rates, kindly provide guidance on the likely number of works projects to be issued per branch as the City manages each works project as a stand-alone project. Furthermore, sub-consultancy agreements are also required for services to be procured on behalf of the Employer (see Item C3.2.5.7). Will the preparation of these sub-consultancy agreements be reimbursed on a time-and-cost basis as the PSP has no influence on the services to be procured on behalf of the Employer? If not, can the City kindly confirm the number of sub-consultancy agreements to be allowed for under Item C3.2.5.7.	It is not possible to state the number of Works Projects to be issued nor how many will be issued to each Service Provider. Including the costs in the rate is considered the most appropriate means. Costs of any additional services, if required, would form part of any proposals and negotiations with the Service Provider.

11.	On page 163 of the tender document, clause C3.2.5.8 refers to discontinuity of services. The discontinuity of services requires the original PSP to (a) review documentation compiled by the current PSP, (b) inspect the construction works periodically, and (c) review all construction monitoring documentation without being compensated for these duties. It is further stated that “This is done in recognition of the original Service Provider’s ongoing liability for the original design.” It is unclear how the City intends to implement this clause, especially since the discontinuity of services is not caused by the Service Provider. The clause also implies an open-ended liability, e.g. the original Service Provider has no influence on the projects that will be implemented by the City and when those projects will be implemented. We kindly request clarification on the intent of the clause and how the above clause will be implemented when Tender 52C/2025/26 lapses	See amended pages 163(R) and 164(R).

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

11 November 2025

NOTICE TO TENDERERS No. 5

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: **24 October 2025 at 10:00am**

AMENDED CLOSING DATE OF TENDER: **14 November 2025 at 10:00am**

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Correction of Page numbers issued in Notice to Tenderers No. 4 dated 7 November 2025.

   The "**AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT**" in Notice to Tenderers No. 4 incorrectly stated that the "Current pages in the Tender Document" 138(R1) and 139(R1) had to be replaced with pages 138(R2) and 139(R2), respectively.

   It should have read that the "Current pages in the Tender Document" were 138(R) and 139(R) respectively and had to be replaced with pages 138(R1) and 139(R1), both pages now issued with this Notice to Tenderers No.5.

   See **Annexure 5A** for the amended and replacement pages (**2 pages**).

   Only the two-page numbers have been corrected as noted above.

2) Updated Schedule of Rates for the Reticulation Branch (electronic version):

   Reticulation Branch: **Version 5** (only the correction of the Page numbers as noted in Item 1 above)

NOTE: Please ensure that the final electronic versions of the Schedules of Rates that are to be completed and submitted on the flash drive with the tender submission, are as follows:

Bulk Water Branch	**version 3**	(issued in Notice to Tenderers No.4)
Catchment Stormwater and River Management	**version 2**	(issued in Notice to Tenderers No.1)
Reticulation Branch	**version 5**	(issued in Notice to Tenderers No.5)
Wastewater Treatment Branch	**version 2**	(issued in Notice to Tenderers No.1)

TENDERERS ARE THEREFORE REQUESTED TO:

1. **Record receipt of this Notice to Tenderers No.5 on Schedule 22: Record of Addenda to Tender Documents.**
2. **Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.**

Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

p.p. SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 5 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At …… on this …… day of ……..……... 2025

Signature: ……

Name of Signatory: ……
(In ink and capitals)

TENDERER: ……
(Name of firm in ink and capital letters.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

E: SCM.Tenders7@capetown.gov.za

17 March 2026

The Manager
Lukhozi Consulting Engineers
[redacted]

E: [redacted]

Dear Sir/Madam

TENDER NUMBER: **52C/2025/26**
DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

Tender Clarification No. 2

In order to ensure compliance with the stated tender requirements, the clarifications listed below are required. Please note that this correspondence does not imply that your offer is being given consideration over other offers for the above tender.

The City is currently busy with the evaluation process for the above tender, and in terms of clauses C.2.14 and C.2.17 of the Framework Contract Document, please clarify the following items in order for the Bid Evaluation Committee (BEC) to proceed with the evaluation of your tender offer.

1. RISK ANALYSIS – CATCHMENT STORMWATER & RIVER MANAGEMENT BRANCH

Clauses C3.9 and C3.11.4 of the tender conditions and clause 5 of the Pricing Assumptions are noted as reference:

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

Corrections to tendered rates

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively low, such rates cannot be amended. In this regard the Employer may then perform a risk analysis in terms of C.3.11.4."

"C.3.11.4 ***Risk Analysis***
Notwithstanding compliance with the requirements of the tender, the employer will perform a risk analysis in respect of the following:
a) Reasonableness of the financial offer.
b) Reasonableness of the unit rates.
c) …."

"C2.1 Pricing Assumptions

5. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedules of Rates. ***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 or low rates and the Employer may also perform a risk analysis with regard to the reasonableness of such rates."*

1.1 Low-Rate Clarification

The conditions of Tender, as stipulated above, provide for a risk analysis (clause C.3.11.4) in respect of the reasonableness of the financial offer and the unit rates and prices. The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.

The BEC has identified a number of tendered rates as low. Please refer to Annexure A for the list of these low rates. You are requested to confirm the rates and provide justification and advance arguments, with documentary proof where applicable, in support of the low rates for the duration of the contract period.

1.2 Nil Rate Clarification

The BEC has identified a NIL rate in your bid. Please refer to Annexure B for the list of these. You are requested to confirm and provide justification and advance arguments with documentary proof where applicable in support of the NIL rates for the duration of the contract period. Note the following from the tender document:

In order for the Bid Evaluation Committee to make an informed decision, please:

(a) confirm that, for example, where only ONE activity (which has been priced at a "nil" rate) in the Schedules of Rates is required in a Works Project, then that work will be done at no charge.
(b) produce evidence and advance arguments in support of the items priced for by substantiating how you will:

(i) execute the works at these low rates.
(ii) fund the anticipated 'loss' in remuneration for the items listed.

Failure to respond by the deadline or to provide the required evidence and justification pertaining to the low rates and nil rates may result in your offer being regarded as non-responsive and not be considered for further evaluation.

Please ensure that you submit your response by no later than close of business at **16h00** on **Wednesday 25 March 2026.**

Please respond by email to SCM.Tenders7@capetown.gov.za

Yours faithfully,

p.p. SCM.Tenders7

For Director: Supply Chain Management

Tenderer: Lukhozi Consulting Engineers

Annexure A: Catchment Stormwater & River Management: Low rates

Item	Service / Category	Activity Description	Tendered rate	Comments
2.1.1	Civil Services	Category A	R1 201.00	
2.1.4	Civil Services	Category C2	R510.00	
2.1.6	Civil Services	Construction Monitoring: Level 3 – Category C1 person	R 55 000.00	
2.1.7	Civil Services	Construction Monitoring: Level 3 – Category C2 person	R 47 000.00	
2.1.8	Civil Services	Construction monitoring Level 3 – Category D person	R 37 000.00	
2.1.13	Mechanical Services	Category B	R1 100.00	
2.1.14	Mechanical Services	Category C1	R650.00	
2.1.20	Electrical Services	Category D	R 350.00	
2.1.24	Electronic Services	Category D	R 350.00	
2.1.26	Quantity Surveying	Registered Professional Principals (5 – 10 years experience)	R580.00	
2.2.3	Specialist Services	Cathodic Protection Specialist	R 800.00	
2.2.9	Specialist Services	GIS technician	R450.00	
2.4.1	Disbursements / Recoverable Expenses	Size A0 (Monochrome)	22.00	
2.4.2	Disbursements / Recoverable Expenses	Size A1 (Monochrome)	15.00	
2.4.3	Disbursements / Recoverable Expenses	Size A2 (Monochrome)	8.00	
2.4.19	Disbursements / Recoverable Expenses	Security: Travel expenses: SUV	6.00	
2.4.20	Disbursements / Recoverable Expenses	Security: Travel expenses: 4 x 4	6.00	

Tenderer: Lukhozi Consulting Engineers

Annexure B: Catchment Stormwater & River Management Branch: Nil rates

Item	Service / Category	Activity Description	Comments
2.3.4	Hand-over existing projects	Service Provider's percentage mark-up on item 2.3.3 above (for tender evaluation purposes **ONLY**, tenderers must base their % mark-up on an estimated value of **R 200 000**)	
2.4.18.	Disbursements / Recoverables	Provision of Personal Computer	

Ref No.: P3107/Clarification of Rates

20 March 2026

City of Cape Town
Director : Supply Chain Management
Tender & Contract Management
Supply Chain Management
Finance

Attention: Per E-mail : SCM.Tenders7@capetown.gov.za

Dear Sir/Madam

TENDER 52C/2025/26 : TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN : CLARIFICATION OF TENDERED RATES CONSIDERED LOW AND NIL RATES

We refer to the above tender and specifically your e-mail correspondence received on 17 March 2026 regarding the clarification of tendered rates, which has been identified as low and as Nil rates.

Please find below our response to the items identified.

We also confirm the following:

1. Work priced at a Nil rate, will be done at no charge, based on the clarification provided below.
2. The rates regarded as low by the CoCT, is regarded as fair and market related by us, and is part of our tendering strategy. We do not agree with the assumption that these items will be a "loss", and our clarification provided below provides information to substantiate our statement. We also confirm that we will be able to perform the work related to these items at the rates tendered.

We trust that the information will provide the clarification required, but please do not hesitate to contact us should you have any further queries.

Yours faithfully

[redacted]
2026/03/20

[redacted]
DIRECTOR
for **LUKHOZI CONSULTING ENGINEERS (PTY) LTD**

Encl.: 7

File Ref.: *Lukhozi Consulting Engineers Clarification 2026-03-20*

ANNEXURE A : LOW RATES

ITEM NO	SERVICE / CATEGORY	ACTIVITY DESCRIPTION	UNIT	TENDERED RATE	CLARIFICATION/COMMENT
2.1.1	Civil Services	Category A	hr	R1 201.00	Category A is a person who is professionally registered with ECSA, with at least 20 years' postgraduate experience. Based on our experience in the last 5 years on projects undertaken for the Catchment Stormwater and River Management Branch as part of Contract 194C/2020/21, which will be replaced by this tender (52C/2025/26), we have not used a Category A - Civil Engineer at all. As a result, and as part of our Tendering Strategy, we have decided to price this item at a rate that will cover our direct costs without any significant mark-up. Our current employees which fall in this category have a hourly cost to company that varies between R786 and R982, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.4	Civil Services	Category C2	hr	R510.00	Category C2 is a person who is professionally registered with ECSA, with less than 10 years' postgraduate experience. The Rate tendered is based on our current employees that meet this criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have an hourly cost to company that varies between R361 and R496, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.6	Civil Services	Construction Monitoring : Level 3 – Category C1 person	month	R55 000.00	Category C1 is a person who is professionally registered with ECSA, with more than 10 years' postgraduate experience. The Rate tendered is based on our current employees that meet this criteria and their cost to company. Our current employees which fall in this category have a maximum monthly cost to company of R55 000. As a tender strategy we have decided not to include any mark-up on most

					of the construction monitoring items. Travelling by this individual is recovered separately as per the tendered rates and this item do not have to make provision for it. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT. In addition to this, we also have a long-standing relationship with a company that specialises in construction monitoring, and which are currently under Contract 194C/2020/21 providing this service as our sub-consultant. Their fees are also less than the rate tendered for this item.
2.1.7	Civil Services	Construction Monitoring : Level 3 – Category C2 person	month	R47 000.00	Category C2 is a person who is professionally registered with ECSA, with less than 10 years' postgraduate experience. The Rate tendered is based on our current employees that meet this criteria and their cost to company. Our current employees which fall in this category have a maximum monthly cost to company of R47 000. As a tender strategy we have decided not to include any mark-up on most of the construction monitoring items. Travelling by this individual is recovered separately as per the tendered rates and this item do not have to make provision for it. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT. In addition to this, we also have a long-standing relationship with a company that specialises in construction monitoring, and which are currently under Contract 194C/2020/21 providing this service as our sub-consultant. Their fees are also less than the rate tendered for this item.
2.1.8	Civil Services	Construction Monitoring : Level 3 – Category D person	month	R37 000.00	Category D definition was not provided in the tender, so the ECSA definition will apply. Based on ECSA this is all other salaried technical staff (graduate Engineer, Technologist, Technician) not included in Category A, B and C. The Rate tendered is based on our current employees that meet this criteria and their cost to company. Our current employees which fall in this category have a maximum monthly cost to company of R33 792.

					Travelling by this individual is recovered separately as per the tendered rates and this item do not have to make provision for it. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT. In addition to this, we also have a long-standing relationship with a company that specialises in construction monitoring, and which are currently under Contract 194C/2020/21 providing this service as our sub-consultant. Their fees are also less than the rate tendered for this item.
2.1.13	Mechanical Services	Category B	hr	R1 100.00	Category B is a person who is professionally registered with ECSA, with at least 15 years' postgraduate experience. The Rate tendered is based on our current employees that meet this criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have a maximum hourly cost to company of R709, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.14	Mechanical Services	Category C1	hr	R650.00	Category C1 is a person who is professionally registered with ECSA, with more than 10 years' postgraduate experience. The Rate tendered is based on our current employees that meet this criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have a maximum hourly cost to company of R355, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.20	Electrical Services	Category D	hr	R350.00	Category D definition was not provided in the tender, so the ECSA definition will apply. Based on ECSA this is all other salaried technical staff (graduate Engineer, Technologist, Technician) not included in Category A, B and C. The Rate tendered is based on our current employees that meet this

					criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have a maximum hourly cost to company of R196, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.24	Electronic Services	Category D	hr	R350.00	Category D definition was not provided in the tender, so the ECSA definition will apply. Based on ECSA this is all other salaried technical staff (graduate Engineer, Technologist, Technician) not included in Category A, B and C. The Rate tendered is based on our current employees that meet this criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have a maximum hourly cost to company of R196, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.1.26	Quantity Surveying	Registered Professional (5 – 10 years experience)	hr	R580.00	No definition provided in the tender, only the Item Description in the Schedule of Rates. The item and person required is comparable with a Category C2 – Civil Engineer, for which our rate is R510/hr. The Rate tendered is based on the current available employees of our sub-consultant, that meet this criteria, their cost to company and their allowance for overheads/profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.2.3	Specialist Services	Cathodic Protection Specialist	hr	R800.00	Must be a certified NACE CP3 specialist or Metallurgy Engineering (PrEng) with at least 10 years' postgraduate experience, similar to that of a Category C1 Engineer. Our rate for a Category C1 – Civil Engineer is R850/hr. The Rate tendered covers their cost to company and an allowance for overheads/profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.2.9	Specialist Services	GIS Technician	hr	R450.00	No definition provided in the tender document, except that they must be

					suitably qualified with at least 3 years' experience in GIS. The nperson we intend using for this is our Draughtsman, whom is suitably qualified and have the relevant experience with GIS. The Rate tendered is based on our current employees that meet this criteria, their cost to company and our allowance for overheads/profit. Our current employees which fall in this category have a maximum hourly cost to company of R326, with the difference between the cost to company and the tendered rate provided to cover overheads and profit. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.4.1	Disbursements / Recoverable Expenses	Size A0 (Monochrome)	No	R22.00	Based on our experience over the last 5 years with 85 projects implemented under Contract 194C/2020/21 for the Catchment Stormwater and River Management Branch, the number of hard copies required are minimal. In addition to that, we produce our own prints and copies internally. Our tender strategy for these items is not to make any profit as it is negligible, but to cover our costs. We do not outsource this duplication. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.4.2	Disbursements / Recoverable Expenses	Size A1 (Monochrome)	No	R15.00	Based on our experience over the last 5 years with 85 projects implemented under Contract 194C/2020/21 for the Catchment Stormwater and River Management Branch, the number of hard copies required are minimal. In addition to that, we produce our own prints and copies internally. Our tender strategy for these items is not to make any profit as it is negligible, but to cover our costs. We do not outsource this duplication. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.4.3	Disbursements / Recoverable Expenses	Size A2 (Monochrome)	No	R8.00	Based on our experience over the last 5 years with 85 projects implemented under Contract 194C/2020/21 for the Catchment Stormwater and River Management Branch, the number of hard copies required are minimal. In addition to that, we produce our own prints and copies internally. Our tender strategy for these items is not to make any profit as it is negligible, but to cover our costs. We do not outsource this duplication. We are satisfied that the

					rate tendered is financially feasible and have no risk to us or the CoCT.
2.4.19	Disbursements / Recoverable Expenses	Security : Travel expenses : SUV	km	R6.00	The SARS rates at the time of tender for Item 2.4.23 (Travel expenses 4 x 4) was R5.93. In our opinion this is similar to this Item and thus the rate tendered is market related. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.
2.4.20	Disbursements / Recoverable Expenses	Security : Travel expenses : 4 x 4	km	R6.00	The SARS rates at the time of tender for Item 2.4.23 (Travel expenses 4 x 4) was R5.93. In our opinion this is similar to this Item and thus the rate tendered is market related. We are satisfied that the rate tendered is financially feasible and have no risk to us or the CoCT.

ANNEXURE B : NIL RATES

ITEM NO	SERVICE / CATEGORY	ACTIVITY DESCRIPTION	UNIT	TENDERED RATE	CLARIFICATION/COMMENT
2.3.4	Hand-over existing projects	Service Provider's percentage mark-up on item 2.3.3 above (for tender evaluation purposes **ONLY**, tenderers must base their % mark-up on an estimated value of **R200 000**)	%	0.00%	Lukhozi is currently the "previous Professional Service Provider" appointed under Contract 194C/2020/21 for a period of 60 month, which Tender 52C/2025/26 replaces. If we are successful with Tender 52C/2025/26 then no handover would be required in terms of Item 2.3.3 and hence no mark-up would apply to Item 2.3.4. **From an evaluation perspective, the R200 000 Sum included in Item 2.3.3 should be omitted from our current Financial Offer.**
2.4.18	Disbursements / Recoverables	Provision of Personal Computer	Sum	R0.00	Please note that we always have spare workstations, computers and software licences that are not in use. As we would not have to purchase these items, and the fact that they have already been paid for, we do not have to charge the CoCT for the use of it.

FINANCE
SUPPLY CHAIN MANAGEMENT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Mark Nicholas Marais
Water and Sanitation

Email: MarkNicholas.Marais@capetown.gov.za

08 June 2026

Lukhozi Consulting Engineers
[redacted]

Email: [redacted]

Dear Sir/Madam

TENDER NO: 052C/2025/26

DESCRIPTION: ***TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN***

As per the City of Cape Town's SCM Policy and Clause C.3.20 of the Tender Data, *the Employer may negotiate final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:*

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

In terms of Clause C.3.11.4 sub-clause b) of the Tender Data, a risk analysis was carried out on your tendered rates. As part of this analysis, target rates were established for each line item. **12** number of rates were identified in your schedule of rates as excessively high rates. The identified high rates are listed below under ***Appendix A***.

You are hereby requested to indicate whether you accept the target rate or do not accept the target rate. In the event that the stipulated target rate is unacceptable to you, you must provide a detailed reason along with your proposed reduced rate for the respective items. All reasons for not accepting the target rate must be accompanied by evidence or supporting documentation.

Please submit your response before or by no later than **15 June 2026** via email correspondence. Upon receipt of your correspondence, the Bid Evaluation Committee will review your feedback and arrange a negotiation meeting with you.

You will be required to submit a written acceptance in the form or formal correspondence to myself once the negotiations have been concluded. Please copy in SCM.Tenders7@capetown.gov.za into all correspondence relating to this negotiation.

Yours faithfully,

Mark Nicholas Marais

Digitally signed by Mark Nicholas Marais
Date: 2026.06.08 11:38:31 +02'00'

_____

Mark Nicholas Marais
Principal Engineer

cc **SCM Practitioner** (SCM.Tenders7@capetown.gov.za)

BAC Approved Negotiators:

Newton Africa	(Head: Projects), Catchment Stormwater & River Management Branch
Johan van Schalkwyk	(Principal Professional Officer), Catchment Stormwater & River Management Branch

Enclosed:
Appendix A: Identified High Rates: Catchment Stormwater & River Management Branch

APPENDIX A : IDENTIFIED HIGH RATES : CATCHMENT STORMWATER AND RIVER MANAGEMENT

TENDER:	**052C / 2025 / 26**
TENDERER:	**Lukhozi Consulting Engineers (Pty) Ltd**
BRANCH:	**CATCHMENT STORMWATER AND RIVER MANAGEMENT**

RATES TO BE NEGOTIATED

Section	Item No.	Reference	Activity Description	Unit	Tendered rate (R)	Target rate (R)	Negotiated rate (R)
SPECIALIST SERVICES – GENERAL	2.2.7	Note C16	Geohydrologist (Category C2)	Hour	1 300.00	1 184.00	
	2.2.24	Note C26	Training supervisor	Hour	1 100.00	584.00	
DISBURSEMENTS / RECOVERABLE EXPENSES	2.4.4		Size A3 (Monochrome)	No.	3.00	2.22	
	2.4.5		Size A4 (Monochrome)	No.	2.00	1.34	
	2.4.6		Size A4 (Monochrome on colour paper)	No.	3.00	2.08	
	2.4.10		Size A3 (Colour)	No.	20.00	12.00	
	2.4.11		Size A4 (Colour)	No.	10.00	5.80	
	2.4.12		Laminated posters: Size A0 (Colour)	No.	100.00	86.90	
	2.4.13		Laminated posters: Size A1 (Colour)	No.	80.00	64.40	
	2.4.14		Laminated posters: Size A2 (Colour)	No.	60.00	47.00	
	2.4.15		Laminated posters: Size A3 (Colour)	No.	40.00	22.20	
	2.4.16		Compilation and binding of reports/tender documents, books of drawings, etc.	No.	50.00	42.00	

RE: TENDER NO: 052C/2025/26: Negotiate final terms

JL [redacted]

To Mark Nicholas Marais

Cc Newton Africa; Johan Van Schalkwyk(2); SCM Tenders 7

Reply | Reply All | Forward | ...

Mon 2026/06/08 15:57

This sender [redacted] from outside your organization.

New-Consult-fees-for-2024.pdf
.pdf File

CAUTION: This email originated outside of the City of Cape Town's network. Please do not click on any links or open attachments unless you know and trust the source. **STOP. THINK. VERIFY.**

Mark

Your e-mail below refers.

Please find herewith our response to the Identified High Rates.

1. Item No. 2.2.7 : Attached is the latest (2024) published recommended consultation fees for the South African Council for Natural Scientific Professions, which shows a recommended rate for a Category C person at R1 530/hour. If inflation is applied, this rate should currently be around R1 680. Our rate is already significantly lower and based on the remuneration of the persons that is available to fulfil this role, we are not in a position to reduce the tendered rate.
2. Item No. 2.2.24 : All Lukhozi's professionally registered engineering staff are also registered with ECSA as Mentors. These are also the persons that will be responsible for acting as Training Supervisors. They are also the persons that will fulfil the Category B and C roles in terms of the tender. Taking into account that our rates tendered for Category B and C ranges between R1300/hour and R650/hour, we used a weighted rate for this item, where we assumed that more Category B persons than Category C persons will perform this role. Hence, we are not in a position to reduce our tendered rate.
3. Items for Disbursements / Recoverable Expenses : We are satisfied to reduce all the listed rates in your Appendix A to the Target Rates.

Please confirm receipt.

Please contact us should you have any further queries.

Kind Regards

[redacted]
Director
PROFESSIONAL ENGINEERING TECHNOLOGIST
ECSA [redacted]
Cell [redacted]
LUKHOZI CONSULTING ENGINEERS (Pty) LTD [redacted]
nqa. ISO 9001 Registered
LEVEL 1 BBBEE

Follow us on our social media

Email disclaimer [redacted]

INNOVATION. INTEGRITY. IMPACT.

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 670 OF 2024

SOUTH AFRICAN COUNCIL FOR NATURAL SCIENTIFIC PROFESSIONS

RECOMMENDED CONSULTATION FEES

The South African Council for Natural Scientific Professions herewith retract Board Notice 456 of 2023 as published on 14 July 2023 in Government Gazette No. 48960.

The South African Council for Natural Scientific Professions has under article 35 (1) of the Natural Scientific Professions Act, 2003 (Act 27 of 2003), determined the amended tariff of recommended fees in this Schedule, which has been approved.

SCHEDULE

Definitions

1. In this Schedule the definitions are as follows:

"Category A", in respect of a private consulting practice in natural sciences, shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert;

"Category B", in respect of a private consulting practice in natural sciences, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors or co-members, bears the risk of the business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in natural sciences and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project;

"Category C", in respect of a private practice in natural sciences, shall mean all salaried professional and technical staff performing work of a natural scientific nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of a natural scientific nature at this level;

"Category D", in respect of a private consulting practice in natural sciences, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of a natural scientific nature with direction and control provided by any person contemplated in Categories A or B or C.

RECOMMENDED RATES

CATEGORY OF STAFF	Indicative Rates per hour in Rands (2024)
A	R3 000.00
B	R2 600.00
C	R1 530.00
D	R 1 100.00

This gazette is also available free online at www.gpwonline.co.za

RE: TENDER NO: 052C/2025/26: Negotiate final terms



Mark Nicholas Marais
To [redacted]
Cc Newton Africa; Johan Van Schalkwyk(2); SCM Tenders 7

Reply | Reply All | Forward | ...

Thu 2026/06/18 12:19

Appendix A_Lukhozi_Identified High Rates_CSRM_.pdf
.pdf File

Greetings[redacted]

Thank you for your response. We accept your revised rates as stipulated in your email.

Please place your email response (attached below) on a company letter head and complete the attached appendix A for record purposes.

Return all documentation by Monday, 22 June 2026.

Regards

Mark

Ref No.: P3107/Negotiation of Final Terms

18 June 2026

City of Cape Town
Director : Supply Chain Management
Tender & Contract Management
Supply Chain Management
Finance

Attention: Per E-mail : Mr Mark Nicholas & SCM.Tenders7@capetown.gov.za

Dear Sir/Madam

TENDER 52C/2025/26 : TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN : NEGOTIATION OF FINAL TERMS

We refer to the above tender and specifically your e-mail correspondence received on 08 June 2026 and 18 June 2026 regarding the negotiation of the final terms.

Please find below our response to the items identified as High Rates.

1. Item No. 2.2.7 : Attached is the latest (2024) published recommended consultation fees for the South African Council for Natural Scientific Professions, which shows a recommended rate for a Category C person at R1 530/hour. If inflation is applied, this rate should currently be around R1 680. Our rate is already significantly lower and based on the remuneration of the persons that is available to fulfil this role, we are not in a position to reduce the tendered rate.
2. Item No. 2.2.24 : All Lukhozi's professionally registered engineering staff are also registered with ECSA as Mentors. These are also the persons that will be responsible for acting as Training Supervisors. They are also the persons that will fulfil the Category B and C roles in terms of the tender. Taking into account that our rates tendered for Category B and C ranges between R1300/hour and R650/hour, we used a weighted rate for this item, where we assumed that more Category B persons than Category C persons will perfo-rm this role. Hence, we are not in a position to reduce our tendered rate.
3. Items for Disbursements / Recoverable Expenses : We are satisfied to reduce all the listed rates in your Appendix A to the Target Rates.

We trust that the information will provide the clarification required, but please do not hesitate to contact us should you have any further queries.

Yours faithfully

[redacted]

[redacted]
DIRECTOR
for **LUKHOZI CONSULTING ENGINEERS (PTY) LTD**

Encl.: Consultation fees for the South African Council for Natural Scientific Professions

Appendix A (Completed and signed)

Copy to : Mr Newton Africa City of Cape Town
Mr Johan van Schalkwyk City of Cape Town

File Ref.: 20260618_Lukhozi Consulting Engineers_Negotiation

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 670 OF 2024

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SCHEDULE

Definitions

1. In this Schedule the definitions are as follows:

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"Category B", in respect of a private consulting practice in natural sciences, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors or co-members, bears the risk of the business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in natural sciences and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project;

"Category C", in respect of a private practice in natural sciences, shall mean all salaried professional and technical staff performing work of a natural scientific nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of a natural scientific nature at this level;

"Category D", in respect of a private consulting practice in natural sciences, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of a natural scientific nature with direction and control provided by any person contemplated in Categories A or B or C.

RECOMMENDED RATES

CATEGORY OF STAFF	Indicative Rates per hour in Rands (2024)
A	R3 000.00
B	R2 600.00
C	R1 530.00
D	R 1 100.00

This gazette is also available free online at www.gpwonline.co.za

APPENDIX A : IDENTIFIED HIGH RATES : CATCHMENT STORMWATER AND RIVER MANAGEMENT

TENDER:	**052C / 2025 / 26**
TENDERER:	**Lukhozi Consulting Engineers (Pty) Ltd**
BRANCH:	**CATCHMENT STORMWATER AND RIVER MANAGEMENT**

RATES TO BE NEGOTIATED

Section	Item No.	Reference	Activity Description	Unit	Tendered rate (R)	Target rate (R)	Negotiated rate (R)
SPECIALIST SERVICES – GENERAL	2.2.7	Note C16	Geohydrologist (Category C2)	Hour	1 300.00	1 184.00	1 300.00
	2.2.24	Note C26	Training supervisor	Hour	1 100.00	584.00	1 100.00
DISBURSEMENTS / RECOVERABLE EXPENSES	2.4.4		Size A3 (Monochrome)	No.	3.00	2.22	2.22
	2.4.5		Size A4 (Monochrome)	No.	2.00	1.34	1.34
	2.4.6		Size A4 (Monochrome on colour paper)	No.	3.00	2.08	2.08
	2.4.10		Size A3 (Colour)	No.	20.00	12.00	12.00
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	2.4.15		Laminated posters: Size A3 (Colour)	No.	40.00	22.20	22.20
	2.4.16		Compilation and binding of reports/tender documents, books of drawings, etc.	No.	50.00	42.00	42.00

[redacted]
2026/06/18
[redacted]
DIRECTOR
Lukhozi Consulting Engineers (Pty)Ltd

Confirmation of Receipt – Catchment Stormwater and River Management Branch

The service provider 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 schedules of rates as awarded by the BAC, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Service Provider: Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

Signature and name of witness:

Signature . . . . . Name . . . . . .

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

a) the Form of Offer and Acceptance,
b) the Contract Specific Data within the Contract Data,
c) the General Conditions of Contract
d) the Scope of Work, and
e) the Pricing Data,
f) the Drawings,
g) the Conditions of Tender, the Tender Data and Tender Schedules

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: Definitions

Delete the following definitions and replace with:

Contract
See **Framework Contract** or **Works Project Agreement** as the context requires

Contract Price (per Works Project)
The price to be paid for the performance of the **Services** in accordance with the pricing data as reflected in the accepted amount of each **Works Project Agreement.**

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

Key Persons
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 **Key Persons:**
Key personnel shall have the same meaning as Key Persons.

Period of Performance
The period, relating to a **Works Project**, within which the **Services** are to be performed and completed, commencing from the **Start Date**

Add the following to the definition of **Period of Performance:**
The period(s) of performance for these services rendered under the **Framework Contract** will be defined in the **Works Project Agreement**

Project
See **Works Project**

*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.

Commencement Date of the **Framework Contract**
The Commencement Date of the Framework Contract 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).

Start Date of the **Works Projects**
The date of the authorisation of the purchase order relating to any Works Project as recorded in the **Works Project Agreement.**

Add the following definitions:

Ad Hoc Nature
With reference to a framework contract means where there are no fixed monthly financial commitments

Contract Period
See **Framework Contract Period**

Framework Contract
Part C1 of this document signed by the **Parties** and all documents referenced therein that together forms the **framework contract** between the **parties.** and means the Contract as defined herein; and further means a contract for construction or engineering works or goods and services, between the City and one or more service providers for the provision of construction or engineering works or goods and services, which are of an ad-hoc or repetitive nature on an “as instructed” or “as and when required” basis where the terms, conditions, specifications, rates, prices, Works Project are awarded for use over a predetermined period without guaranteeing any quantum of expenditure utilising the contract

Framework Contract Manager
The person named as the **Framework Contract Manager** in the **Contract Data** or any other person appointed from time to time by the **Employer** and of whom the **Service Provider** is notified, in writing, to act **as Framework Contract Manager** for the purposes of the **Contract** as substitute for the **Framework Contractor Manager** so named.

The function of the **Framework Contract Manager** is to administer **the Framework Contract**, in accordance with the provisions of the **Framework Contract**.

The **Framework Contract Manager** shall be an employee of the **Employer**, authorised as its representative to administer the **Framework Contract**.

*The **Framework Contract Managers will be confirmed at contract implementation stage.***

Framework Contract Period
The period stated in the Contract Data, during which Works Projects may be allocated to the Service Provider and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period. The **Framework Contract Period** means the period of 84 months from the Commencement Date.

Letter of Notification
The letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of a successful tenderer's Offer and no rights shall accrue.

Project Leader
The duly nominated and qualified professional person (Key personnel or alternative approved by the Employer) provided by the Service Provider to lead and coordinate a Works Project team.

Purchase Order for a Works Project
The official purchase order created and released on the City of Cape Town's SAP System.

Repetitive Nature
A contract for services that the City has an obligation to provide on an ongoing basis

Schedules of Rates
The document, in this Framework Contract, so designated in the Pricing Data which will be used to compile a project cost for professional services to be rendered for each Works Project.

Alternative Service Provider means either "Alternative Service Provider 1" or "Alternative Service Provider 2" or "Alternative Service Provider 3"

Alternative Service Provider 1 means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" declines/refuses a Works Project or unless the Employer considers that the "Winner" does not have capacity or is not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

Alternative Service Provider 2 means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" and "Alternative Service Provider 1" decline/refuse a Works Project or unless the Employer considers that the "Winner" and "Alternative Service Provider 1" do not have capacity or are not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

Alternative Service Provider 3 means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" and "Alternative Service Provider 1" and "Alternative Service Provider 2" decline/refuse a Works Project or unless the Employer considers that the "Winner" and "Alternative Service Provider 1" and "Alternative Service Provider 2" do not have capacity or are not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

Winner
The Service Provider appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise, on a "**winner-takes-all**" basis as stated in the Contract, and who will be allocated work on an on-going basis for the duration of the term tender contract, unless he refuses a work opportunity or if his Works Project Proposal is not acceptable or if he is not performing on existing Works Projects, for the duration of the Framework Contract Period

Winner-Takes-All
The basis on which the highest ranked service provider in a branch, "the winner" in terms of the framework tender evaluation, is allocated work on an on-going basis, unless he refuses a work opportunity (or if his Work Project proposal is not acceptable), in which circumstance, if alternative service providers have been appointed for that branch, the service provider with the next highest evaluation points will be offered such work and so on until an alternative service provider accepts.

Works Project
Task(s) to be performed by a service provider under a framework agreement, of which the specific terms, conditions, and scope are specified in a Works Project Brief.

Works Project Allocation Process
The process through which task(s) are determined and allocated in a framework agreement tender in accordance with the terms and conditions of the relevant contract, as detailed in clauses 4.9.

Works Project Acceptance / Refusal Notice
The formal notification, signed by the service provider in accordance with the framework agreement, which was sent to the City, informing the City of the Service provider's decision to accept or refuse the opportunity afforded to it in a Works Project Brief.

Works Project Brief
The document which sets out, amongst other matters, the project description, scope, deliverables, time frames, design criteria and other terms and conditions relevant to the particular project which is then offered to the Service Provider to consider.

Works Project Proposal
The proposal/documents submitted by the Service Provider confirming the scope and reflecting the Service provider's proposed methodology, resources, time frames, deliverables, milestones, costs and all other relevant information to address the Works Project Brief.

Works Project Agreement
The Agreement signed by the parties confirming the acceptance of the **Works Project Proposal** together with all other relevant information and recording the Start date, End date and project cost of the **Services** to be performed and completed within the Works Project. Any subsequent variations to be recorded in a revised agreement.

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 3.1
*Delete the heading and replace with "**Governing law and policies**"*

Add the following paragraphs to clause 3.1

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 SCM Policy 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 service provider, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy **and / or applicable law.**

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 representatives of the Employer are the **Directors of Bulk Services and Distribution Services of the Water and Sanitation Directorate.**

The address for receipt of communications is:

Physical Address: Water and Sanitation Head Office
Corner of Voortrekker Road & Mike Pienaar Boulevard
Bellville
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 – one (1) working day after transmission

Clause 3.5:
Add the following:
The location for the performance of the projects will be the **LOCAL OFFICE** of the service provider, together with the sites of the proposed projects. The local office must be in the Cape Metropolitan area or within a radius of 60 km from the Water and Sanitation Head Office, Bellville. If the Service Provider does not have a local office, they will be required to establish a local office within 2 (two) months of the Start Date of the first Works Project. All communication with the Employer will flow through this local office. This local office may belong to the Service Provider or any of his Joint Venture partners or sub-consultants.

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 3.8.1:
Add the following new paragraph:
The Employer reserves the right to reduce, increase or cancel individual Works Projects. This shall be done without adjustment to the agreed tendered rates and without payment of any penalty or surcharge in this regard.

Clause 3.9.2:
Replace the words “6 weeks” with “21 days”.

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

Clause 3.9.3:
Delete the clause and replace with the following:
The Employer shall assess the changes to the project cost (for the Works Project) that are proposed by the Service Provider on any fair and reasonable basis including consideration of 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:

Failure to meet deliverable or milestone date (as defined in the agreed Works Project Proposal):

Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.

- The penalty amount per day for each deliverable/milestone is R3 000 (to a maximum of 42 days - R126 000 per milestone).
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the Works Project.

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 of each Works Project.

Clause 3.15.3
Delete b) and replace with the following: b) whenever a change in Period of Performance or project cost for the Works Project is applied for; and

Clause 3.16
Delete the entire clause and replace with the following:

Clause 3.16: Price Adjustment for inflation

Clause 3.16.1: Time-based fees:

3.16.1.1 Time-based fees which are stated in the Pricing Data as a unique rate shall unless otherwise stated in the Contract Data, be adjusted in terms of this clause on each anniversary of the base date.

3.16.1.2 The adjustment to the time-based fees shall be equal to:

(CPIn - CPIs) / CPIs

where CPIs = the indices specified in the Contract Data, published in the month prior to the closing date of the tender (base date)
CPIn = the indices specified in the Contract Data, published in the month prior to the anniversary month of the base date (CPIs)

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

Clause 3.16.2: Disbursements:

3.16.2.1 Disbursement costs which are stated in the Pricing Data as a unique rate shall unless otherwise stated in the Contract Data, be adjusted in terms of this clause on each anniversary of the base date.

3.16.2.2 The adjustment to the disbursements shall be equal to:

(CPIn - CPIs) / CPIs

where CPIs = the indices specified in the Contract Data, published in the month prior to the closing date of the tender (base date)
CPIn = the indices specified in the Contract Data, published in the month prior to the anniversary month of the base date (CPIs)

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

Clause 3.16.3: Travelling rate adjustment
a) The per kilometer rate for the reimbursement of travel expenses shall be adjusted annually, effective 1 March, according to the official travel rate published by the South African Revenue Services.
b) For 4 x 4 vehicles (all capacities), the per kilometer rate for the reimbursement of travel expenses shall be adjusted annually, effective 1 March, according to the official travel rate published by the Department of Transport (Tariffs for the use of Motor Transport - Category C, Diesel Engine Category 2001 to 2500 – Private; the base rate being March 2025).

Add the following clause after clause 3.16

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

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 Service provider thereby acknowledges and unconditionally agrees:

3.18.2 that the Service provider 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 Service provider'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 Service provider or about the Service provider 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 Service provider 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 Service provider or the Service provider's employees', representatives' and/or sub-consultants' non-compliance with POPIA and/or the Employer's failure to obtain the Service provider's consent or to notify the Service provider of the reason for the processing of the Service provider's personal information;

3.18.6 to the disclosure of the Service provider'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 exits therein);

3.18.7 that, under POPIA, the Service provider 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 Service provider 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 email at: Popia@capetown.gov.za.

Clause 4.7:
Delete the clause and replace with:
The Employer shall pay the Service Provider in accordance with the provisions of the Contract.

Add the following clauses 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 Service provider on at least a monthly basis, and the Service provider agrees to provide the CCT with its full cooperation in this regard.

Key Performance Indicators (KPIs) have been pre-defined and shall be discussed with the Service Provider upon commencement of the works. A typical matrix that could be used is shown below:

Key Performance Indicator (KPI)	Description
Quality Control	Works are being carried out in accordance with the project specifications
Time Management	Works are being carried out in accordance with agreed timeframes/approved programmes. Deliverables and milestones are being met.
Financial Management	Ensures timeous and accurate submission of monthly payment certificates (including all supporting documentation).
Legislative compliance	Ensures compliance with all relevant legislation applicable to the project
Management of Issues	Ensures that all project-related issues are being well-managed throughout the project.
Communication	Ensures that effective communication is maintained with the Employer at all times and that all affected stakeholders (including the public) are treated with courtesy and respect.
Staffing resources and capacity	Ensures that sufficient and appropriate staffing resources are being allocated to the works in accordance with the conditions of contract.

KPIs will be evaluated monthly and scored by the Employer. The Service Provider must achieve a total average score of at least 70% to ensure that his overall performance is acceptable.

A Monthly Performance Assessment will be completed, by the Employer, for each Works Project. The assessment shall be based on the Service Provider's overall performance on the Works Project. Any Works Project achieving a score of <70% will be considered an “Unsatisfactory performance” score and the Service Provider must take measures to improve his performance.

Where continuously unsatisfactory performance (on two or more occasions) on a Works Project is observed, the Employer, at its sole discretion, reserves the right to temporarily suspend the Service Provider from participating in further Works Projects. The Employer shall stipulate the duration of the suspension period, which shall not exceed three (3) months, and during which time the Employer may offer any Works Project within the affected Branch to an Alternative Service Provider provided that he has the capacity and resources to undertake the additional work.

The Service Provider will be required to prove to the Employer that they have remedied the unsatisfactory performance issues including having sufficient and appropriate resources to carry out further works under the Framework Contract.

Should unsatisfactory performance continue on one or more Works Projects, the Employer reserves the right to consider actions in accordance with Clause 5.1.3.

Clause 4.9 Procedure for the allocation of Works Projects

The Employer will provide the Service Provider with a Works Project Brief which will set out, amongst other matters, the project description, scope, deliverables, time frames and milestones, design criteria and other terms and conditions relevant to the particular Works Project. The Employer reserves the right to plan and effect individual Works Projects at its sole discretion and subject to the availability of funding. The Employer also reserves the right to increase or decrease the scope of work at its sole discretion.

If, in the opinion of the Employer, the "Winner" or any "Alternative Service Provider" is:

(a) not performing on an existing Works Project/s; or
(b) is lacking capacity or the necessary skills for a particular Works Project; or
(c) if the proposal on a Works Project is unsatisfactory (after consultations), then

the Employer reserves the right to offer the Works Project to the next-in-line "Alternative Service Provide".

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with Part T1.2 Tender Data and the "**Process Diagram for Allocation of Works Projects**" provided at the end of this Part C1: Contract Data. These procedures include the development of a Works Project Brief, the preparation of a Works Project Proposal by the Service Provider (including applying the tendered rates in order to arrive at a cost proposal) and compiling a preliminary programme and scope of works from the Service Provider.

The procedures are summarised under the steps below:

Step 1 The Employer's Framework Contract Manager together with the Employer's Project Manager for the project compiles a Works Project Brief and any terms and conditions associated for a particular works project. This Works Project Brief outlines the broad details of the project and includes, but is not limited to
- Project description and Scope of Works;
- Reference drawings, plans and other information;
- Time frames/milestones and a required completion date.

Step 2 The Employer issues the Works Project Brief to the designated representative of the "Winner". If, at this stage the "Winner" declines the work due to a lack of capacity or other reason (by returning the Works Project Brief and confirming their declination), the Employer reserves the right to consider the "Alternative Service Provider 1" for this particular works project. The Employer proceeds to Step 8

Step 3 If the "Winner" accepts the work (by returning the Works Project Brief confirming acceptance), a project briefing session / site meeting is organised. The "Winner" must first provide an estimate for the cost of preparing the Works Project Proposal. Should the Employer accept the estimate, the estimate is accepted/acknowledged by the Employer through the issuing of a purchase order for the preparation of the Works Project Proposal. The project briefing session / site meeting may only proceed after the purchase order has been issued.

Step 4 After the project briefing session / site meeting, the "Winner" / "Alternative Service Provider" (as applicable) prepares and submits a Works Project Proposal (within the specified time) for approval by the Employer which must include the following documents:
a) The Scope of the works;
b) A methodology - extent of methodology required will be dependent on scope of work (as advised by Employer);
c) A programme of the work;
d) Agreed time frames/milestones;
e) Proposed resources (project team);
f) A list of CVs for each of the project team members together with their company's name
g) Resource-based costing; (ie. tasks, staff allocation, hours and rates)
h) A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

Step 5 Following submission of these documents, the Employer will review the Works Project Proposal.
- If the Employer is satisfied with the Works Project Proposal, the Employer will proceed to Step 8.
- If the Employer is <u>not satisfied</u>, the parties proceed to Step 6

Step 6 If the Employer is not satisfied with the Works Project Proposal, consultations will proceed between both parties (Employer and "Winner" / "Alternative Service Provider").

- If consultations are unresolved, the Employer will then proceed to Step 7.
- If consultations are resolved, the Works Project Proposal must be revised by the "Winner" / "Alternative Service Provider" and submitted to the Employer for final approval. On approval, the Employer will proceed to Step 10.

Step 7 If consultations are unresolved, the Employer will then consider continuing with the project with the next-in-line "Alternative Service Provider" and will prepare the Works Project Brief accordingly and proceed to Step 8

Step 8 The Employer will issue the Works Project Brief to the "Alternative Service Provider 1" or next-in-line "Alternative Service Provider".

- If, at this stage, the "Alternative Service Provider 1" or next-in-line "Alternative Service Provider" declines the work due to a lack of capacity or other reason (by returning the Works Project Brief and confirming their declination), the Employer reserves the right to consider offering the Works Project to the next-in-line "Alternative Service Provider" and proceeds to Step 7 again.
- If the "Alternative Service provider" accepts the work (by returning the Works Project Brief confirming acceptance), the Employer proceeds to Step 9

Step 9 On acceptance by the "Alternative Service provider", a project briefing session/site meeting is organised. The "Alternative Service Provider" must first provide an estimate for the cost of preparing the Works Project Proposal. Should the Employer accept the estimate, the estimate is accepted/acknowledged by the Employer through the issuing of a purchase order for the preparation of the Works Project Proposal. The project briefing session may only proceed after the purchase order has been issued. After the project briefing session, the process moves to Step 4.

Step 10 If the Works Project Proposal is accepted, the parties will sign the Works Project Agreement which will confirm the start and end date for the Works Project and the associated project cost and the work can begin. The Service Provider will be entitled to payment for the cost of the proposal. The value of the original purchase order will be amended to cater for the project cost.

Any subsequent changes to the project cost or the Period of Performance shall be fully motivated by the Service Provider and, if approved by the Employer, the revised details shall be recorded in a revised Works Project Agreement.

Clause 5.1.1
Add the following

The Services to be performed will be defined in terms of the Works Projects.

The procedure for the allocation of Works Projects is described in Clause 4.9 above.

The Service Provider will respond to the Works Project Brief with a Works Project Proposal.

Once the Works Project Proposal has been accepted by the Employer after any negotiations, the parties will sign a Works Project Agreement setting out the Start Date, End Date and project cost of the Works Project.

Add the following after Clause 5.1.2:

Clause 5.1.3 Failure to perform (Non-performance) by the Service Provider on a Works Project would include (but not be limited to) the following:

- Repeated inadequate Works Project Proposals (including methodology, resources availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
- Failure to provide adequate and appropriate resources;
- Repeated failure to adhere to the agreed programme or time frames/milestones,
- Repeated failure to submit reports, drawings or other documents by the agreed dates;
- Repeated errors or significant design or construction monitoring errors;
- Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme;
- Combinations of the above.

If the "Winner" or "Alternative Service provider" (as applicable) does not remedy a failure in the performance of their duties under the Works Project within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Project;
- Cancel the Works Project;
- Offer the Works Project in question and/or subsequent Works Projects to the (next-in-line) "Alternative Service Provider".

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.

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 Commencement 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:
Delete the clause and replace with 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 / Engineer / Principal Agent or their respective representatives (as applicable) in terms of the relevant Conditions of Contract.
g) Authority of the Employer's Agent/Engineer/Principal Agent to delegate.
h) Granting permission to work during non-working times.
i) Suspend the progress of the works in terms of the relevant Conditions of Contract

j) The issuing of an instruction to accelerate progress in terms of the relevant Conditions of Contract.
k) Approval of any other Additional and Specialist Services and their respective costs/hourly rates.

Clause 6.4:
Add the following clause after Clause 6.3:

Clause 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 Personnel shall be those individuals listed under "Key personnel" in C3.2.18 of Part C3.2 Framework Scope.

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 Personnel on the Personnel Schedule (comprised of Schedules 12 and 19, Part C5: Returnable Schedules).

Clause 8.1:
Add the following:
The Service Provider is to commence the performance of the Services for a Works Project within 14 days of the Start date of the Works Project.

Clause 8.4.1:
Delete "thirty (30)" in the second line of Clause (c) and replace with "fourteen (14)"

Delete "or" at the end of Clause 8.4.1(d) and add the following five clauses after Clause 8.4.1(e):
f) if the Service Provider has failed to provide the required insurances within the prescribed time;
g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
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 service provider 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:

a) accept a service provider'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 service provider is deemed unacceptable to the employer, at any time by giving written notice to the service provider (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 ensure that its employees, directors, members and service providers 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** or **adjudication** as agreed to by the parties**.**

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 Association of Arbitrators Southern Africa.

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 Association of Arbitrators Southern Africa.

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 all Works Projects under the Framework Contract 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 Commencement 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 14.1
Add the following:
The procedure to render interim monthly accounts for fees and reimbursements shall be as stipulated in C3.2.16 of C3.2: Framework Scope

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.

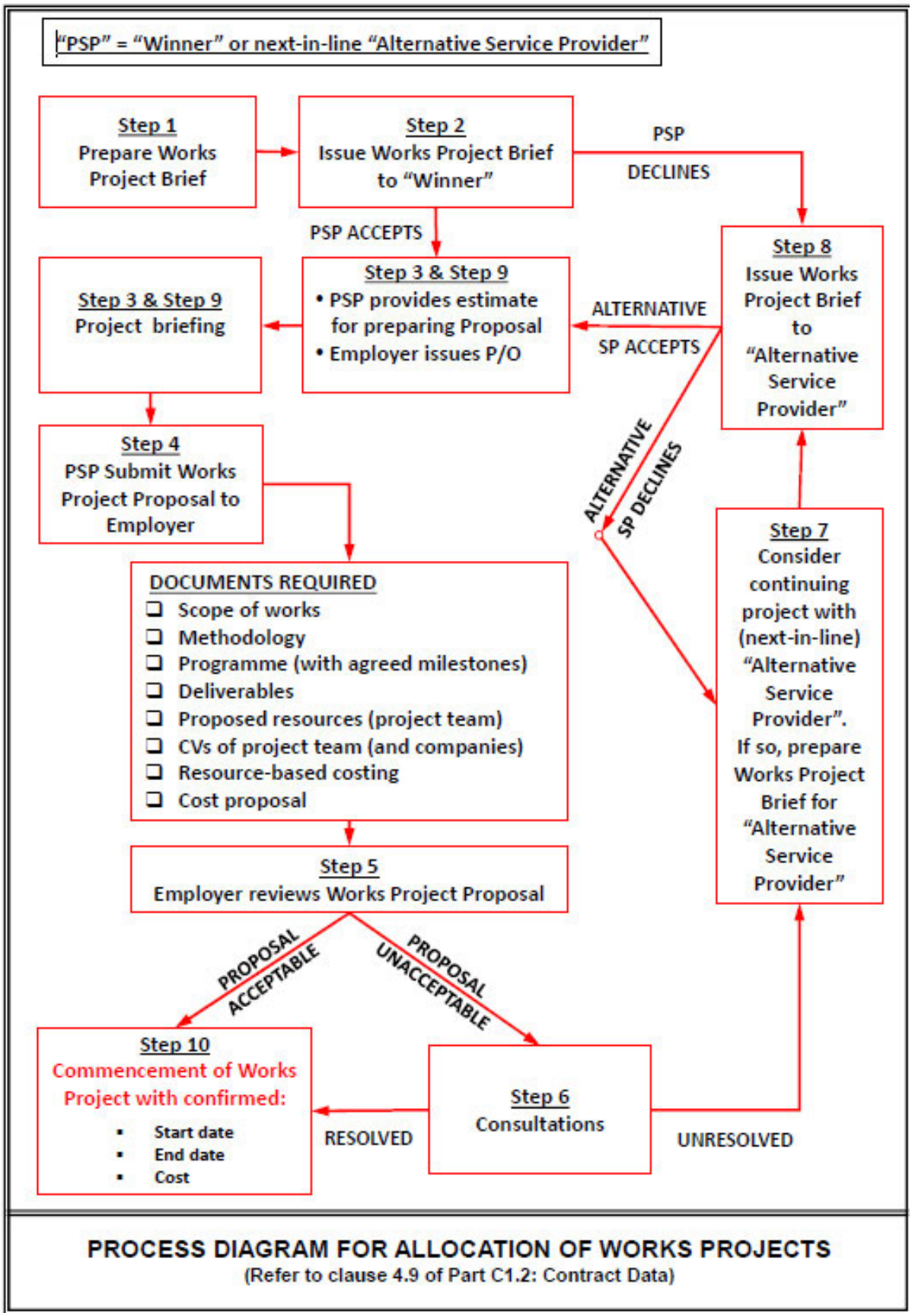
The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 14.6: More frequent payments
The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 15:
Add the following:
The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

Additional Clause:

Clause 16: Periodic Review
16.1 This Agreement is valid from the Start Date outlined herein and is valid for the duration of the Framework Contract Period. This Agreement shall be reviewed once every three years in terms of Section 116 (1)(b)(iii) of the Local Government Municipal Finance Management Act 56 of 2003; however, in lieu of a review during any period specified, the current Agreement will remain in effect.



PROCESS DIAGRAM FOR ALLOCATION OF WORKS PROJECTS
(Refer to clause 4.9 of Part C1.2: Contract Data)

C1.2 Contract Data – Catchment Stormwater and River Management Branch

Part 2: Data provided by the Service Provider

The **Service Provider** is: LUKHOZI CONSULTING ENGINEERS (PTY) LTD

Postal Address: [redacted]

Physical Address: SAME AS ABOVE

Telephone: [redacted]

Facsimile: N/A

Email: [redacted]

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

Name: [redacted]

The address for receipt of communication is:

Address: [redacted]

Telephone

Facsimile: N/A

Email: [redacted]

SIGNED ON BEHALF OF TENDERER: [redacted]

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN.

C1.3 Occupational Health and Safety Agreement

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

……..……..…… ,
(Service Provider/Mandatary/Company/CC Name)

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

I, ……..……..…… , representing

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

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

COID ACT Registration Number: ……

OR Compensation Insurer: ..... Policy No.: .....

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

I further undertake to ensure that any sub-contractors employed by me will enter into an occupational health and safety agreement separately, and that such sub-contractors 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.

Signed at .....on the.....day of.....20….

_____ _____
Witness **Mandatary**

Signed at ..... on the.....day of.....20 ....

_____ _____
Witness for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN.

C1.4 Insurance Broker's Warranty

Pro Forma

Logo

Letterhead of Service provider's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: **52C/2025/26**

CONTRACT TITLE: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

.

NAME OF SERVICE PROVIDER:_____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions .....110 – 112

C2.2 Schedules of Rates: Catchment Stormwater and River Management Branch.....127 – 134

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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 Schedules of Rates below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. While it is entirely at the tenderer's discretion as regards pricing the Schedules of Rates below, tariffs of fees or indicative time-based fee rates are gazetted from time to time by the built environment professional bodies. These are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums and/or prices as applicable. Where applicable, tenderers must take into account the possible project types when pricing the Schedules of Rates.

3. The tenderer's attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019). Rates tendered must not exceed rates:
   a. set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA rates); and
   b. as prescribed by the body regulating the profession of the consultant.

4. For the purpose of the Schedules of Rates, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Rate:	The agreed payment per unit of measurement.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage:	Mark up percentage

5. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedules of Rates. **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 or low rates and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

6. The rates and prices in the Schedules of Rates are to be fully inclusive prices (excluding VAT) for the work described. 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 and prices shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff. This also includes the administrative costs of sub-consultancy agreements and the maintenance of a CV data base.

7. The tenderer may not group a number of items together and tender one lump sum for such group of items.

8. The categories of persons and responsibilities (for example ECSA Categories 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).

9. Regarding ECSA Categories, the modifications to the definitions must be noted in Items 10, 11 and 12, below.

10. ECSA Category A is defined as a person who is professionally registered with ECSA with at **least twenty (20)** years' verifiable postgraduate experience in their specific field. Their expertise and relevant experience are nationally or internationally recognized and they provide advice at a level of specialization where such advice is recognized as that of an expert.

11. ECSA Category B is defined as a person who is professionally registered with ECSA with at least **fifteen (15) years'** verifiable postgraduate experience in their specific field; who acts as partner, a sole proprietor, a director or a member who, jointly or severally with other partners, co-directors, or co-members, bears the risks of the business, **or a person** with at least **fifteen (15) years'** verifiable postgraduate experience who takes responsibility for the projects and related liabilities of such practice. This individual's level of expertise and relevant experience is commensurate with the position; performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project; and/or carries responsibility for quality management pertaining to a project.

12. ECSA Category C is sub-divided and defined as follows:

    a. Category C1 is defined as a person who is professionally registered with ECSA and has **ten (10) or more years'** verifiable postgraduate experience in their specific field, with adequate expertise performing work of a technical nature and who carries the direct technical responsibility for one or more specific activities related to a project.

    b. Category C2 is defined as a person who is professionally registered with ECSA, with **less than ten (10) years'** verifiable postgraduate experience in their specific field and with adequate expertise performing work of a technical nature and who carry the direct technical responsibility for one or more specific activities related to a project.

13. The rate for a higher category person may **NOT** be less than the rate for a lower category person, i.e. a Category A Civil Engineer rate may not be less than a Category B Civil Engineer rate.

14. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

15. Rates for all Engineering Disciplines are to cover all categories of complexities as defined in the "ECSA Standard" ("Standard for the Identification of Engineering Work ").

16. Where a local office is required to be established by the Service Provider (in terms of clause 3.5 in C1.2: Contract Data), these establishment and operational costs must be included in the tendered time-based rates. These tendered rates shall also include any travel, accommodation, subsistence allowances, etc. paid by the Service Provider to his employees or sub-consultants for the duration of the local office establishment (see item 26 below) in fulfilment of the Contract.

17. **Tenderers are only to price their Branches of Preference as they have indicated on Returnable Schedule 24, in accordance with clauses C.1.6.1 and C.2.10.5 in Part T1.2 Tender Data**

18. There are no quantities applicable to the tender during the tender submission stage. The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.3.4 in Part T1.2: Tender Data.

19. Tenderers shall provide rates and mark-up percentages (excluding VAT) for each required rate for each item specified in every schedule in the Schedules of Rates applicable to the branch(es) tendered for (refer to clause C.2.10.5 in Part T1.2: Tender Data).

20. Tenderers are to note that only those recoverable expenses listed in the Schedules of Rates 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 the tendered rates and sums. Payment will only be made for copies of reports, documents and drawings when specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

21. All time-based rates (except for travel expenses and security services – see Items 24, 25 below) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract.

22. All disbursement rates shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract.

23. Full-time construction monitoring staff shall be reimbursed for travelling expenses, for either the return (local) office to site or return home to site, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return (local) 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 be reimbursed for all travelling expenses at the appropriate rate.

24. The per kilometre rate for the reimbursement of travel expenses shall be the official travel rate published by the South African Revenue Services annually, effective 1 March. This rate is currently R4.76/km (excluding VAT) for vehicles (all capacities). The rate for using a 4 x 4 vehicle (all capacities), is currently R5.93/km (excluding VAT) as published by the Department of Transport (Tariffs for the use of Motor Transport - Category C, Diesel Engine Category 2001 to 2500 - Private: March 2025), and will be adjusted annually, effective 1 March. The Service Provider must obtain the Employer's prior approval before using a 4 x 4 vehicle for any site journeys.

25. Rates for the provision of security services must be based on the current PSIRA guideline rates and shall be subject to an adjustment annually, effective 1 March each calendar year, in direct proportion to any variation in the tariffs in accordance with the Private Security Industry Regulatory Authority Guidelines.

26. Travel time and all associated travel costs will ONLY be reimbursable from the local office, as required in fulfillment of a works project. Travel time and all associated travel costs from outside the local office area to the local office (eg. air travel) will not be reimbursable. Acceptable travel log sheets for project-related tasks must be submitted to substantiate all travel claims.

27. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

28. Clause C.2.13.11(c) in Part T1.2: Tender Data shall be applicable to the submission of the Schedules of Rates which have been priced electronically, and which the tenderer wishes to submit as a printed version with his/her tender in the place of a handwritten priced Schedules of Rates.

29. If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account. The pages of the issued Schedules of Rates should not be removed from the tender document.

30. Timesheets, drawn from the Service Providers' auditable financial system, are to be submitted with each invoice to confirm the actual hours worked for each task. The Service Provider's Project Manager must certify that all time and expenses invoices (including those of sub-consultants) are true and correct.

31. The Service Provider will be reimbursed for the cost of preparing a Works Project Proposal if the proposal is accepted. (Contract Data clause 4.9).

32. The payment for Construction Monitoring Levels 1 and 2 will be paid at the appropriate Category rate for the particular discipline as tendered for.

33. 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 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.

C2.2 Schedules of Rates

SCHEDULE NO. 2: CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

The following Notes (C1 to C26) are applicable to the Catchment Stormwater and River Management Branch only (note the modifications for certain ECSA category definitions in Notes C2, C3 and C4):

Note C1 The categories of persons and responsibilities (for example ECSA Categories 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).

Note C2 ECSA Category A is defined as a person who is professionally registered with ECSA with at least **twenty (20) years'** verifiable postgraduate experience in their specific field. Their expertise and relevant experience are nationally or internationally recognized and they provide advice at a level of specialization where such advice is recognized as that of an expert.

Note C3 The definition for Category B is defined as a person who is professionally registered with ECSA with at least **fifteen (15) years'** verifiable postgraduate experience in their specific field; who acts as partner, a sole proprietor, a director or a member who, jointly or severally with other partners, co-directors, or co-members, bears the risks of the business, **or a person** with at least **fifteen (15) years'** verifiable postgraduate experience who takes responsibility for the projects and related liabilities of such practice. This individual's level of expertise and relevant experience is commensurate with the position; performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project; and/or carries responsibility for quality management pertaining to a project

Note C4 ECSA Category C is sub-divided and defined as follows:

a. Category C1 is defined as a person who is professionally registered with ECSA and has **ten (10) or more years'** verifiable postgraduate experience in their specific field, with adequate expertise performing work of a technical nature and who carries the direct technical responsibility for one or more specific activities related to a project.

b. Category C2 is defined as a person who is professionally registered with ECSA, with **less than ten (10) years'** verifiable postgraduate experience in their specific field and with adequate expertise performing work of a technical nature and who carry the direct technical responsibility for one or more specific activities related to a project.

Note C5 **Construction Health and Safety Agent:** The required personnel must be a professionally registered Construction Health and Safety Agent (PrCHSA) with the South African Council for the Project and Construction Management Professions (SACPCMP) and must have at least **five (5) years'** verifiable experience in projects similar to those listed in the Typical Works Projects lists.

Note C6 **Environmental Assessment Practitioner:** The required personnel must be registered with the Environmental Assessment Practitioner's Association of South Africa (EAPASA). The EAP must have at least **eight (8) years'** verifiable experience in the undertaking of all environmental works related to the types of work similar to those listed in the Typical Works Projects lists. The EAP must have acted in a lead role in at least three (3) projects (relevant to the Typical Works Projects list) which each included Full Scoping / Environmental Impact Assessment (EIA) reports, Basic Assessment Reports and Water Use Authorisations.

Environmental Assessment Practitioner Assistant: The required personnel must be eligible to register with the Environmental Assessment Practitioner's Association of South Africa (EAPASA). The EAP's Assistant must have at least **three (3) years'** relevant experience assisting on EIA and Basic Assessment. The EAP's Assistant must have at least five (5) years relevant experience assisting on EIA and WUA application processes relevant to the Typical Works Projects list.

Note C7 **Environmental Control Officer:** The required personnel must have a relevant tertiary qualification in either Environmental Management, Environmental Sciences, Geography (or related fields) and at least **six (6) years'** verifiable experience relating to the environmental compliance monitoring and reporting of construction works similar to those listed in Typical Works Projects lists.

Note C8 **Heritage Assessment Practitioner:** The required personnel must have a postgraduate qualification in a heritage related field and be registered with the Association of Professional Heritage Practitioners (APHP) or with the South African Council for the Architectural Profession (SACAP). The registered person must have

at least **four (4) years'** verifiable appropriate experience in heritage management issues likely to be encountered in all works similar to those listed in Typical Works Projects lists.

Note C9 **Freshwater ecologist**: The required personnel must be a registered professional with the South African Council for Natural Scientific Professions (SACNASP), with at least **eight (8) years'** verifiable postgraduate experience in this specialised field and specifically providing aquatic ecological advisory services and undertaking all work necessary to acquire the authorisations (including General Authorisations or Water Use Licences) or permits required in terms of the National Water Act No. 36 of 1998.

Note C10 **Environmental Specialist (e.g. botanist, horticulturist, marine biologist, etc.):** The required personnel must be appropriately qualified and have a minimum of **eight (8) years'** verifiable experience in the specialised field, 5 (five) of which must be proven and appropriate experience of local conditions relating to projects as stated in the Scope of Work.

Note C11 **Coastal Engineer**

Category C is sub-divided and defined as follows:

a. Category C1 is defined as a person who is professionally registered with ECSA and has **more than ten (10) years'** verifiable postgraduate experience in the marine and coastal engineering field, with adequate expertise performing work of a technical nature and who carries the direct technical responsibility for one or more specific activities related to a project.

b. Category C2 is defined as a person who is professionally registered with ECSA, with **three (3) to ten (10) years'** verifiable postgraduate experience in the marine and coastal engineering field and with adequate expertise performing work of a technical nature and who carry the direct technical responsibility for one or more specific activities related to a project.

Coastal Engineer - Category D: The required personnel does not have to be registered and can be an Engineer, Technologist or Technician involved in marine and coastal engineering.

Note C12 **Asset Management Specialist:** The required personnel must be professionally registered with a recognized body (Southern African Asset Management Association (SAAMA)) and have at least **ten (10) years'** verifiable postgraduate experience in infrastructure asset management and maintenance planning and optimization.

Note C13 **Cathodic Protection Specialist:** The required personnel must be a certified NACE CP3 specialist or Metallurgy Engineering (PrEng) who has at least **ten (10) years'** verifiable postgraduate experience in the analysis and design of cathodic protection systems for steel pipelines.

Note C14 **Conveyancer**: An admitted attorney with ten (10) years' experience after passing the conveyancing admission examination.

Note C15 **Dam Safety Specialist:** The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (PrEng or PrTechEng) with at least **ten (10) years'** verifiable postgraduate experience and must be registered as an Approved Professional Person with the National Department of Water and Sanitation for Category II dams.

Note C16 **Geohydrologist:**

Category C is sub-divided and defined as follows:

a. Category C1 is defined as a person who is professionally registered (PrSciNat) and has **more than ten (10) years'** verifiable postgraduate experience in the groundwater management, with adequate expertise performing work of a technical nature and who carries the direct technical responsibility for one or more specific activities related to a project.

b. Category C2 is defined as a person who is professionally registered (PrSciNat), with **three (3) to ten (10) years'** verifiable postgraduate experience in the groundwater management and with adequate expertise performing work of a technical nature and who carry the direct technical responsibility for one or more specific activities related to a project.

Both Category C1 and C2 must have at least a NQF level 8 in geohydrology or similar earth/water science field of expertise. The required personnel must have significant knowledge in geo-hydrological investigations and/or wellfield development and operations and/or monitoring (including water quality).

Note C17 **Geotechnical Specialist:** The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (PrEng or PrTechEng) with at least **ten (10) years'** verifiable postgraduate experience and must have a postgraduate qualification in the field of geotechnical engineering (NQF level 8 minimum). Capabilities must include geotechnical investigations (including drilling), design of lateral support systems and ground improvement, geosynthetics, design of foundations, grouted anchors and Finite Element analyses, embankment stabilisation and advise on deep excavations and temporary works.

Note C18 **HAZOP Facilitator:** The required personnel must be a registered professional engineer (PrEng or PrTechEng), with at least (3) (three) years' post registration experience in HAZOP methodology and have a good understanding of the processes being analysed.

Note C19 **Hydraulic Engineer "H3":** The specialist must be a registered professional Civil Engineer or professional Civil Engineering Technologist (Pr Eng or PrTechEng), with at least **ten (10) years'** verifiable postgraduate experience in this specialised field and specifically rainfall-runoff-water quality modelling, river (and floodplain) and open channel flow modelling, stormwater network modelling, analysis of river and rainfall data for flood management and stormwater harvesting, hydraulic engineering structures, and Sustainable Urban Drainage Systems (SUDS).

Note C20 **Hydrological / Hydraulic / Water Quality modelling Specialist:** The required personnel must have at least ten (10) years' verifiable postgraduate experience in compiling models to analyse, assess, plan and design stormwater management systems, including the use of Sustainable Urban Drainage Systems (SUDS).

Note C21 **Hydrological / Hydraulic / Water Quality modelling technician:** The required personnel must have at least 5 (five) years' verifiable postgraduate experience in compiling models to analyse, assess, plan and design stormwater management systems, including the use of Sustainable Urban Drainage Systems (SUDS).

Note C22 **Hydrologist "SW":** The required personnel must be a professionally registered hydrologist or professionally registered Civil Engineer or Civil Engineering Technologist (PrSciNat or PrEng or PrTechEng), with at least ten (10) years' verifiable postgraduate experience in storm hydrology, specifically focussed on small and medium-sized catchment storm hydrology modelling, drainage and river system modelling, rainfall and stream flow assessments.

Note C25: **Security** as per C3.4.4 of Part C3

Security guards
Security guard Grade A
Security guard Grade B - Armed
Security guard Grade C - Armed
Security guard Grade D - Armed

All guards shall be issued with standard guarding equipment such as radios, identification, baton, torch, etc.

Vehicles and Equipment. The security company shall have the following available:

Vehicles
(a) SUV vehicle (per kilometre)
(b) 4x4 vehicle (per kilometre)

Equipment Bullet proof vests for service provider (per day)

Note C26: **Training Supervisor:** Refer to sub-clause C3.2.5.4, Training of Personnel in C3.2: Framework Scope.

Note C27: **Construction Monitoring Level 3 – Category C1**: The required ECSA Category C1 person (as defined in **Note C4)** must be a professionally registered Civil Engineer or Civil Engineering Technologist (PrEng or PrTechEng). The required personnel must have **at least five (5) years (60 months)** of verifiable full-time construction monitoring experience as an Employer's Agent's Representative (EAR), as per GCC 2015 or equivalent, on projects (similar to the branch's Relevant projects), with a contract value greater than R10million.

Note C28: **Construction Monitoring Level 3 – Category C2**: The required ECSA Category C2 person (as defined in **Note C4)** must be a professionally registered Civil Engineer or Civil Engineering Technologist (PrEng or PrTechEng). The required personnel must have **at least three (3) years (36 months)** of verifiable full-time construction monitoring experience as an Employer's Agent's Representative (EAR), as per GCC 2015 or equivalent, on projects (similar to the branch's Relevant projects), with a contract value greater than R10million.

Note C29: **Construction Monitoring Level 3 – Category D**: The required ECSA Category D person must be a graduate Civil Engineer, Technologist or Technician and must have **at least 24 months** of verifiable construction monitoring experience.

2.1: PLANNING, STUDIES, INVESTIGATIONS, ASSESSMENTS AND NORMAL SERVICES (STAGES 1 TO 6) AND ADDITIONAL SERVICES

Time-based fees for Planning, Studies, Investigations, Assessments and Normal Services (Stages1 to 6) and Additional Services as described in the Scope of Work for the following disciplines:

Item No.	Reference	Activity Description	Unit	Tendered Rate
		CIVIL ENGINEERING SERVICES		
2.1.1	Note C2	Category A	Hour	1 201.00
2.1.2	Note C3	Category B	Hour	1 200.00
2.1.3	Note C4	Category C1	Hour	850.00
2.1.4	Note C4	Category C2	Hour	510.00
2.1.5		Category D	Hour	500.00
2.1.6	Note C27	Construction Monitoring: Level 3 – Category C1 person	Month	55 000.00
2.1.7	Note C28	Construction Monitoring: Level 3 – Category C2 person	Month	47 000.00
2.1.8	Note C29	Construction monitoring Level 3 – Category D person	Month	37 000.00
		STRUCTURAL ENGINEERING SERVICES		
2.1.9	Note C3	Category B	Hour	1 300.00
2.1.10	Note C4	Category C1	Hour	800.00
2.1.11	Note C4	Category C2	Hour	650.00
2.1.12		Category D	Hour	450.00
		MECHANICAL ENGINEERING SERVICES		
2.1.13	Note C3	Category B	Hour	1 100.00
2.1.14	Note C4	Category C1	Hour	650.00
2.1.15	Note C4	Category C2	Hour	610.00
2.1.16		Category D	Hour	600.00
		ELECTRICAL ENGINEERING SERVICES		
2.1.17	Note C3	Category B	Hour	1 100.00
2.1.18	Note C4	Category C1	Hour	930.00
2.1.19	Note C4	Category C2	Hour	610.00
2.1.20		Category D	Hour	350.00
		ELECTRONIC ENGINEERING SERVICES		
2.1.21	Note C3	Category B	Hour	1 100.00
2.1.22	Note C4	Category C1	Hour	930.00
2.1.23	Note C4	Category C2	Hour	610.00

Item No.	Reference	Activity Description	Unit	Tendered Rate
2.1.24		Category D	Hour	350
		QUANTITY SURVEYING SERVICES		
2.1.25		Registered Professional Principals (> 10 years experience)	Hour	935.00
2.1.26		Registered Professional Principals (5 – 10 years experience)	Hour	580.00
2.1.27		Registered Professional Principals (< 5 years experience)	Hour	460.00
2.1.28		Salaried Personnel	Hour	410.00
		ARCHITECTURAL SERVICES		
2.1.29		Principal (>10 years' experience)	Hour	1 050.00
2.1.30		Salaried Staff (Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to a project)	Hour	750.00
2.1.31		Salaried Staff (Staff performing work of an architectural nature and/or to support architectural work outputs under direction & control)	Hour	450.00
		CONSTRUCTION HEALTH AND SAFETY SERVICES		
2.1.32	Note C5	Professional Construction Health and Safety Agent	Hour	980.00
		ENVIRONMENTAL AND HERITAGE SERVICES		
2.1.33	Note C6	Environmental Assessment Practitioner	Hour	1 000.00
2.1.34	Note C6	Environmental Assessment Practitioner Assistant	Hour	500.00
2.1.35	Note C7	Environmental Control Officer	Hour	450.00
2.1.36	Note C8	Heritage Assessment Practitioner	Hour	1 050.00
2.1.37		Heritage Assessment Practitioner Assistant	Hour	550.00
2.1.38	Note C9	Freshwater Ecologist	Hour	1 140.00
2.1.39	Note C10	Environmental Specialist (e.g. botanist, horticulturist, marine biologist, etc.)	Hour	1 140.00
		LANDSCAPE ARCHITECTURAL SERVICES		
2.1.40		Professional Principal Landscape Architect (minimum 8 years' experience)	Hour	990.00
2.1.41		Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	Hour	580.00
		COASTAL ENGINEERING SERVICES		
2.1.42	Note C11	Coastal Engineer – Category C1	Hour	1 570.00
2.1.43	Note C11	Coastal Engineer – Category C2	Hour	1 200.00
2.1.44	Note C11	Coastal Engineer – Category D	Hour	850.00

2.2: SPECIALIST SERVICES – GENERAL

Time-based fees for Planning, Studies, Investigations, Assessments and Normal Services (Stages1 to 6) and Additional Services as described in the Scope of Work for the following disciplines:

Item No.	Reference Note(s)	Activity Description	Unit	Tendered Rate
2.2.1	Note C12	Asset Management Specialist	Hour	1 400.00
2.2.2		CAD Draughting Operator	Hour	400.00
2.2.3	Note C13	Cathodic Protection Specialist	Hour	800.00
2.2.4	Note C14	Conveyancer	Hour	1 265.00
2.2.5	Note C15	Dam Safety Specialist (Category II)	Hour	1 700.00
2.2.6	Note C16	Geohydrologist (Category C1)	Hour	1 300.00
2.2.7	Note C16	Geohydrologist (Category C2)	Hour	1 300.00
2.2.8	Note C17	Geotechnical Specialist	Hour	1 210.00
2.2.9	C3.2.19.3	GIS technician	Hour	450.00
2.2.10	Note C18	HAZOP Facilitator	Hour	1 100.00
2.2.11	Note C19	Hydraulic Engineer “H3” (Hydrology and open channel hydraulics and engineering)	Hour	1 350.00
2.2.12	Note C20	Hydrological/Hydraulic/Water Quality modelling Specialist	Hour	1 000.00
2.2.13	Note C21	Hydrological/Hydraulic/Water Quality modelling technician	Hour	650.00
2.2.14	Note C22	Hydrologist “SW”	Hour	1 350.00
2.2.15	Note C25	Security guard Grade A	Hour	325.00
2.2.16	Note C25	Security guard Grade B - Armed	Hour	315.00
2.2.17	Note C25	Security guard Grade C – Armed	Hour	315.00
2.2.18	Note C25	Security guard Grade D - Armed	Hour	308.00
2.2.19		Survey: Field Work - Land Surveyor (civil topographical surveys or survey/measure existing structures)	Hour	1 100.00
2.2.20		Survey: Field Work - Survey assistant	Hour	950.00
2.2.21		Survey: Office Work - (reduce field work, prepare CAD/GIS drawing/s, maps and reports)	Hour	600.00
2.2.22		Survey: Registered Land Surveyor (cadastral surveys, property registration of sub-divisions)	Hour	1 210.00
2.2.23		Town Planner (Zoning/Land Use report/reports or certificates/ re-zoning applications)	Hour	1 000.00
2.2.24	Note C26	Training supervisor	Hour	1 100.00

2.3: RECOVERABLE EXPENSES

Recoverable Expenses

Item No.	Reference	Activity Description	Unit	Sum
2.3.1		Service Provider's cost for materials, equipment, testing and/or any other recoverable expenses not covered in the tender document will be claimed under this item for each individual works project during the Framework Contract Period.	Sum	**The estimated value shown below is used for tender evaluation purposes only** R 1 000 000

Item No.	Reference	Activity Description	Unit	Tendered Percentage
2.3.2		Service Provider's percentage mark-up on item 2.3.1 above (for tender evaluation purposes **ONLY,** tenderers must base their % mark-up on an estimated value of **R1 000 000**)	%	5

Provision for hand-over of existing projects

Item No.	Reference	Activity Description	Unit	Sum
2.3.3		Appointment of Nominated Sub-Consultant (as instructed by the Employer) for the handover of existing projects that were partially completed by previous Professional Service Providers.	Sum	**The estimated value shown below is used for tender evaluation purposes only** R 200 000

Item No.	Reference	Activity Description	Unit	Tendered percentage
2.3.4		Service Provider's percentage mark-up on item 2.3.3 above (for tender evaluation purposes **ONLY,** tenderers must base their % mark-up on an estimated value of **R 200 000**)	%	0

2.4: DISBURSEMENTS/RECOVERABLE EXPENSES

Recoverable expenses in respect of printing/plotting/copying, traveling expenses, etc. as specified below:

Item No.	Reference Note(s)	Description	Unit	Tendered Rate
2.4.1.		Size A0 (Monochrome)	No.	22.00
2.4.2.		Size A1 (Monochrome)	No.	15.00
2.4.3.		Size A2 (Monochrome)	No.	8.00
2.4.4.		Size A3 (Monochrome)	No.	2.22
2.4.5.		Size A4 (Monochrome)	No.	1.34
2.4.6.		Size A4 (Monochrome on colour paper)	No.	2.08
2.4.7.		Size A0 (Colour)	No.	55.00
2.4.8.		Size A1 (Colour)	No.	40.00
2.4.9.		Size A2 (Colour)	No.	25.00
2.4.10.		Size A3 (Colour)	No.	12.00
2.4.11.		Size A4 (Colour)	No.	5.80
2.4.12.		Laminated posters: Size A0 (Colour)	No.	86.90
2.4.13.		Laminated posters: Size A1 (Colour)	No.	64.40
2.4.14.		Laminated posters: Size A2 (Colour)	No.	47.00
2.4.15.		Laminated posters: Size A3 (Colour)	No.	22.20
2.4.16.		Compilation and binding of reports/tender documents, books of drawings, etc.	No.	42.00
2.4.17.		Electronic Data provided on a flash drive (4 GB).	No.	80.00
2.4.18.	C3.2.5.4	Provision of Personal Computer	Month	0.00
2.4.19.	Note C25	Security: Travel expenses: SUV	km	6.00
2.4.20.	Note C25	Security: Travel expenses: 4 x 4	km	6.00
2.4.21.	Note C25	Security: bullet-proof vest (per day)	No.	165.00
2.4.22.		Travel expenses	km	R4.76
2.4.23.		Travel expenses (4 X 4)	km	R5.93

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 Schedules of Rates forming part of this Contract Document upon which my/our tender for Tender No. **52C/2025/26: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN** has been based. If I/we have submitted a printed version of the Schedules of Rates, 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.

[redacted]

SIGNATURE OF TENDERER/S

[redacted] 2025/10/17

DATE

Part C3: Scope of Work

		Pages
C3.1	Definitions	156
C3.2	Framework Scope	158 – 174
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CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

C3.1 Definitions

"Alternative Service Provider" means either "Alternative Service Provider 1" or "Alternative Service Provider 2" or "Alternative Service Provider 3"

"Alternative Service Provider 1" means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" declines/refuses a Works Project or unless the Employer considers that the "Winner" does not have capacity or is not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

"Alternative Service Provider 2" means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" and "Alternative Service Provider 1" decline/refuse a Works Project or unless the Employer considers that the "Winner" and "Alternative Service Provider 1" do not have capacity or are not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

"Alternative Service Provider 3" means the highest ranked eligible Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" and "Alternative Service Provider 1" and "Alternative Service Provider 2" decline/refuse a Works Project or unless the Employer considers that the "Winner" and "Alternative Service Provider 1" and "Alternative Service Provider 2" do not have capacity or are not performing on existing Works Projects. (refer to clause 5.1.3 in C 1.2: Contract Data)

"Guidelines" means the discipline specific guidelines as listed in C3.2.4.

"HVAC" means heating, ventilation, and air conditioning.

"Key Personnel" means specific personnel within the Service Provider's organisation or through established agreements that are available throughout the framework contract duration.

"**Preference Schedule"** means Schedule 24 of the Tender Documents.

"Project" means investigation, construction, maintenance or improvement works procured by the Employer.

"Project Leader" means the duly nominated and qualified professional person (a Key personnel or alternate approved) provided by the Service Provider to lead and coordinate a Works Project team.

"Schedules of Rates" means the accepted contract rates in C2. Pricing Data.

"Stage Gate Review" means the Employer's internal process at which Projects are assessed by an internal committee to ascertain whether the Project stage is complete and is ready to proceed to the next stage.

"Verifiable Postgraduate Experience" means experience gained from the time of obtaining the relevant qualification in that particular service or discipline which can be verified by records.

"Winner" means the Service Provider appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise, on a "**winner-takes-all**" basis as stated in the Contract, and who will be allocated work on an on-going basis for the duration of the term tender contract, unless he refuses a work opportunity or if his Works Project Proposal is not acceptable or if he is not performing on existing Works Projects, for the duration of the Framework Contract Period

"Intellectual Property" means 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.

"Purchase Order" means the official purchase order created and released on the City of Cape Town's SAP System.

"PSC" means the Professional Service Contract as defined in the Contract Data applicable to Work Projects contracts.

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

C3.2 FRAMEWORK SCOPE

C3.2.1 INTRODUCTION AND EMPLOYER'S OBJECTIVE

The appointed Service Provider may be required to provide full or partial services to the Water and Sanitation Directorate in the Employer's organisation as defined in the specific Works Project Briefs. All works will be carried out within the municipal boundaries of The City of Cape Town or as specifically stipulated in the appropriate scope.

The Employer's objectives are to execute new developments and services and repairs, maintenance, alterations, additions, upgrades and refurbishments to existing properties and services within the Water and Sanitation Directorate, for which it requires teams of Professional Services Providers.

As this framework contract period will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract. The Commencement Date of the Framework Contract is expected to be within 15 (fifteen) months of the tender closing date.

C3.2.2 DETAILS OF FRAMEWORK ARRANGEMENT

Three (3) branches of the Bulk Services Department and one (1) Branch of the Distribution Services Department within the Water and Sanitation Directorate are participating in this tender and the Employer intends to appoint intends to appoint a "Winner", an "Alternative Service Provider 1", an "Alternative Service Provider 2" and an "Alternative Service Provider 3" to provide multidisciplinary professional services for each branch.

Branch No.	Branch Name	Estimated professional fees to be spent per branch for the Framework Contract Period
B	Catchment Stormwater and River Management	R160 000 000

The Service Provider will be offered Work Projects under the branch award to which they were appointed in terms of the Form of Offer and Acceptance (C1.1).

It is the intention of the Employer to use the successful Service Providers if and when required and the successful appointment under this contract does not guarantee any amount of work to be executed hereunder. The Employer reserves the right to plan and effect individual Works Projects at its sole discretion and to reduce or increase the estimated professional fees to be spent per branch according to the dictates of the budget.

Teams of Professional Service Providers are required to provide the professional services necessary to implement these projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

The list of Typical Works Projects contained in clause C3.2.19.1 (A, B, C & D) in Part C3.2: Framework Scope are merely an outline of the scope of the Contract Works for each branch and shall not limit the work to be carried out by the Service Provider under this Framework Contract. The anticipated services to be provided in accordance with the Framework Contract Document for the Typical Works Projects are included in the Schedules of Rates.

C3.2.3 GENERAL REQUIREMENTS

This section includes general requirements applicable to the execution of the Works Projects.

The Service Provider is to provide the professional services necessary for the implementation of Projects and advisory services to the Employer. Projects are procured through a works allocation process as described in this document.

The various discipline Guidelines define the required Services and Deliverables at various stages of a project. All applicable services and deliverables will be expected to be included in the execution of the Works Project unless specifically excluded by the Framework Contract Manager in the Works Project Brief or excluded by the Service Provider in the Works Project proposal.

In general, it is the Employee's intention for the Service Provider to provide all stages of services (Stages 1-6) for a particular Works Project.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a sub-consultancy or sub-contract agreement.

The "**Standard for the Identification of Engineering Work**" (Government Gazette No. 44333 of 26 March 2021), the "**ECSA Standard",** was promulgated by the Council for the Built Environment. The **ECSA Standard** defines and expands the understanding of the type of engineering work content, which is reserved for registered persons. The appointed Service Provider(s), shall take cognisance of the requirements of the ECSA Standard. Each Engineering Works Project Proposal shall state, based on the ECSA Standard, whether the project is:

1. A complex engineering problem / activity;
2. A broadly defined engineering problem / activity;
3. A well-defined engineering problem / activity;
4. A specifically defined engineering problem / activity.

A Competent person/s must be nominated in the Works Project Proposal who complies with the requirements of the ECSA "**Standard for the Identification of Engineering Work",** where applicable.

A dedicated and appropriate Project Leader is required for each Works Project involving a team of multidisciplinary professionals. The Project Leader is required to draw the required competencies from resources available to him/her (e.g. in own company or sub-consultancy) or from external approved Service Providers.
The Project Leader shall be a Key personnel or an alternate approved person. The Project Leader must be competent for the nature of the project and the Project Leader's appointment shall be subject to the approval of the Employer.

The Key personnel in the Service Provider teams shall comply with the competencies required irrespective of the nature of the teams and will be evaluated as a single entity.

For small and less complex Work Projects, the Project Leader may be a person involved in the functional execution of the Work Project but the nomination will be subject to the approval by the Framework Contract Manager.

The Service Provider will provide services under a Works Project Agreement to the Water and Sanitation Directorate in the City of Cape Town.

All Works Projects will be executed within the geographical borders of the City of Cape Town or as per possible locations shown in Part C4: Site information. The Service Provider personnel engaged in Works Projects should be available for meetings, site visits and construction monitoring anywhere within/at these locations within 48 hours of the request by the Employer's Representative to do so.

C3.2.4 GUIDELINE REFERENCES

The following industry standard guidelines apply for the execution of Works Projects.

The "**Standard for the Identification of Engineering Work**" (Government Gazette No. 44333 of 26 March 2021), referred to herein as the "**ECSA Standard**", promulgated by ECSA.

Engineering (All disciplines) - The relevant sections as described in the **Guideline Scope of Services and Professional Fees (Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000), Board Notice 783 of 2025** as gazetted in Government Gazette No. 52691, 16 May 2025.

Quantity Surveying - The relevant sections as described in Clause 2 of the **Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), Board Notice 741 of 2025** as gazetted in Government Gazette No. 52152, 21 February 2025.

Architecture - The relevant sections as described in the **Guideline for Professional Fees** and the **Framework for Guideline Professional Fees in respect of Architectural Services rendered by the registered Architectural Professionals published in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), Board Notices 672 of 2024** as gazetted in Government Gazette No. 51352, 4 October 2024.

Project Management - The relevant sections as described in the **Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 168 of 2019** as gazetted in Government Gazette No. 42697, 13 September 2019.

Health and Safety - The relevant sections as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019.

Landscape Architecture - The relevant sections as described in the **Scope of Services in the Amended Landscape Architectural Work Stages – January 2011** published by the South African Council for the Landscape Architectural Profession.

The above Guidelines have reference to scope of work and deliverables only. The financial fee calculations and fee guidelines contained in the Guidelines are not applicable to this contract and agreed tendered rates apply for all Work Projects.

C3.2.5 GENERAL SCOPE OF SERVICES

The general scope of services described in this section applies to all branches and includes requirements that may be applicable to the execution of Works Projects. Since this contract relates to hourly paid services, there is no distinction between Normal and Additional Services as referenced in the Guidelines.

The Service Provider may not commence with any work without the express approval from the Employer. This is of particular relevance between the different works stages. No work in subsequent works stages may therefore commence without the Employer's approval.

Please refer to the supplementary specifications included in C3.4 in the document for more details about the services and deliverables required in this contract.

C3.2.5.1 Services required

The Service Provider may be required to compile a report at the end of each stage for the relevant Stage Gate Review (see C3.4.3 for details) and attend the Stage Gate Review session.

Stage 1 – Inception

Scope of services as detailed in the Guidelines. Any reference to an agreement in this section refers to the Works Project Agreement.

Stage 2 – Concept and Viability

Scope of services as detailed in the Guidelines.

Stage 3 – Design Development

Scope of services as detailed in the Guidelines.

Design development for renovation and upgrade Projects shall consider and minimise disruption to the working environment of persons adjacent to work areas. A form of screening at public entrances, corridors and private working areas must be considered to minimise loss of privacy and entry into the properties and those immediately adjacent.

The Service Provider is responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

Format, template, number and type of copies for drawings and reports to be confirmed by the Employer.

Stage 4 – Documentation and Procurement

Scope of services as detailed in the Guidelines.

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

The Service Provider shall prepare construction contract document based on the Construction Industry Development Board's (CIDB) or non-CIDB format, as agreed for the Works Project with the Employer. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements.

Specifications shall include, inter alia, Health and Safety Specifications, and an Environmental Management Plan.

The Service Provider should note that it is the Employer's preference that all payment items must be measured out in the Bills of Quantities (or other forms of schedules of measurement), as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bill of Quantities (or other forms of schedules of measurement), the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the service provider. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the service provider. Refer to C3.2.11 (Project Procurement) for more details.

The Service Provider shall prepare a draft contract document and should be submitted to the Employer for scrutiny at least eight (8) weeks prior to the Bid Specification Committee meeting taking place. The Service Provider shall attend Bid Specification Committee meetings (as required) prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the documents and drawings.

The Service Provider may be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on a flash drive). The requirements are to be specified in the Works Project Brief or as agreed.

The Service Provider shall, during the tender period, attend a tender clarification meeting, and assist the Employer to respond to all queries received during this period. This will include assistance with the preparation of any Notice to Tenderers.

Once tenders close, the Service Provider shall assist with the technical evaluation of the tender by the Employer's Bid Evaluation Committee (BEC). The Service Provider may be required to attend the BEC Meetings and may be asked to respond to any queries the committee may raise and follow up on any issues requiring attention/action. This will include assistance with drafting clarifications letters and notices to the Tenderers

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Stage 5 – Construction Administration and Inspection

Scope of services as detailed in the Guidelines.

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team, as and when necessary. The service to be provided shall include, where necessary detailed drawings prepared by the contractor for manufacture and installation.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the services to be provided by the Service Provider.

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.

Stage 6 – Close-out

Scope of services as detailed in the Guidelines.

The Service Provider shall prepare and coordinate the preparation of as-built record drawings, operation and maintenance manuals and any other documentation related to the operation and maintenance of the asset.

The Service Provider shall 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 therefore, problems encountered and the solution thereof, conclusions and recommendations.

C3.2.5.2 Planning, Studies, Investigations and Assessments

The provision of all services described in **Clause 3.1** of Board Notice 22 of 2021: **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000)**.

The Service Provider shall carry out all of the studies and investigations necessary to determine a scope of work for each project. A Preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard shall be submitted.

C3.2.5.3 Other Services

The Service Provider may be required to provide any other services, the scope of which is set out in the Guidelines or in the Works Project Brief. At the outset of the contract, the following requirements apply:

C3.2.5.3.1 Service Enquiries/Wayleave Applications

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

C3.2.5.3.2 Preferential Procurement and Targeted Participation

The Service Provider provides all services related to preferential procurement and targeted participation in respect of the Project contract including but not limited to:

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

C3.2.5.3.3 Construction Monitoring

The level of construction monitoring required, if any, will be stated in the Works Project Brief, or as agreed. Full-time construction monitoring services will be paid as per Schedules of Rates. Payment for Construction Monitoring Levels 1 and 2 will be paid at the appropriate Category rate for the particular discipline.

The Service Provider acts as the Employer's Representative 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 Employer's Construction Health and Safety Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the Employer as contemplated in the Construction Regulations.

C3.2.5.4 Training of Personnel

The Employer may require that the Service Provider provide training and transfer knowledge to one or more of the Employer's staff, described as a Trainee for the purposes of this Contract.

The preferred situation will be that the Trainee is incorporated into the Service Provider's team for a particular Works Project. The Trainee should be given specific design tasks to complete under the supervision of an experienced and relevant engineer, referred to as the Supervisor.

The Supervisor will be required to:
- Guide and instruct the Trainee in the execution of the tasks
- Monitor the Trainee's progress
- Provide monthly feedback on the Trainee's progress

Remuneration will be based on contract rates for the effective time spent by the personnel in the supervision and training of the Trainee. Payment will also be made for the hiring (from the Service Provider) of a Personal Computer (PC) for the sole use by the Trainee for the execution of the task(s) allocated to the Trainee. The PC shall be appropriate for the task(s) and have the necessary software required for the execution of the task(s). Appropriate payment items have been allowed in the Schedules of Rates.

C3.2.5.5 Maintenance of a CV database

It is the responsibility of the Service Provider to establish and maintain a data base containing the CVs of all resources involved with the Works Projects, both own employees and those of any sub-consultants. This data-base should preferably be web-based or another system approved by the Employer. The Service Provide must allow the Employer's staff access to this data base. The cost of initiating and maintaining the data base will be for the account of the Service Provide and are deemed to be included in the tendered rates.

C3.2.5.6 Sub-consultant agreements

The costs of initiating and maintaining sub-consultancy agreements are for the account of the service provider and are deemed to be included in the tendered rates.

C3.2.5.7 Other Requirements

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not specifically covered in the framework scope, such items will be provided by the Service Provider on a cost basis plus administration fee as per the Schedules of Rates. Prior approval needs to be obtained from the Employer before these items may be procured. Refer to C3.2.11 (Project Procurement) for more details.

C3.2.5.8 Discontinuity of services

Whenever discontinuity occurs within, or between, service stages, the Service Provider shall review the work undertaken previously. The Service Provider shall furthermore take account of any other information and data acquired from its own approved investigations. If the Service Provider considers that a correction or improvement of a design is required, the Service Provider is required to inform the City who will inform the original Service Provider.

Should the Service Provider be required to perform rework of any prior work, the Service Provider shall take full responsibility for that portion. The original Service Provider remains liable for the original, unchanged portion(s) of the design.

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The City will discuss possible implications of the design change(s) with the original Service Provider to ensure that any other portions of the overall design are not negatively impacted. Future involvement by the original Service Provider will also be discussed. Any cost implications in this review process and future involvement will also be discussed.

If the City intends holding the original Service Provider responsible for any costs, the City needs to inform the original Service Provider accordingly.

C3.2.6 COMMUNICATIONS

Service Provider submits requests for formal approval, claims, invoices and notifications in electronic format, followed by original hard copy for record.

Electronic communications are subject to the provisions of the Electronic Communications and Transactions Act, 2002. For the purposes of this contract, electronic communications are deemed to be received when the sender receives a delivery receipt or reply message from the recipient or if the recipient has acted on the communication received.

The Service Provider sends to the Employer, technical drawings and information models in Portable Document Format (PDF) plus any applicable working document formats and configuration file formats including, but not limited to; .rvt, .ifc, .nwd, .dwg, .ctb.

Electronic copies of drawings, contracts & reports are preferred unless hard copies are instructed to be provided by the Employer's Representative and/or Employer. Compensation for costs associated with hardcopy production will be in accordance with the Schedules of Rates.

C3.2.7 HEALTH & SAFETY

The Service Provider shall conduct his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and Construction Regulations 2014 and ensure that any sub-consultants/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 Word Order under this contract (Form C1.3, Occupational Health and Safety Agreement Part C1, refers).

C3.2.8 REPORTING

In addition to the reports required as part of the scope of services, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of a Project.

The Service Provider shall submit monthly financial control reports to the Employer showing expenditure in respect of professional fees related to Works Projects and in respect of construction costs on construction contracts (as applicable) along with the projected expenditure to the End date.

The Tender Evaluation Report shall be submitted to the Employer within an acceptable period of time (agreed to by the Employer) of tenders for the construction works having been received.

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 Certificate.

C3.2.9 APPLICABLE LAWS, POLICIES, PROCEDURES STANDARDS

The Service Provider shall ensure that all applicable national and international laws and standards are complied with 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.

The Service Provider shall comply with all requirements of SANS 10400 – The National Building Regulations including the requirements of oversight, inspection and approval of designs and works by the relevant competent persons as defined in the regulations.

The latest editions of the Municipal Finance Management Act and all City of Cape Town Supply Chain Management Policies and corresponding Standard Operating Procedures will apply. Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the Service Provider, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Works Project Brief, Proposals and Design reports must list all specifications and standards applicable to the Works Project.

C3.2.10 APPROVALS

The Service Provider is responsible for obtaining the following approvals:

(a) Approval of the implementation programme from the Employer,
(b) Approval of the conceptual and preliminary designs from the Employer,
(c) Approval of the project from Heritage Western Cape (if required),
(d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (if required),
(e) Approval of the detail design, drawings and contract document from the Employer,
(f) Wayleave approval from all service authorities,
(g) Approval of the Engineers Representative from the Employer,
(h) In respect of time-based services, approval of the allocation of staff from the Employer,
(i) Approval for the employment of specialist sub-consultants from the Employer,
(j) Approval of plans from Department of Planning and Building Development within City of Cape Town in accordance with the National Building Regulations and Building Standards Act (Act 103 of 1977) and all necessary certifications,
(k) Approval for the employment of specialist sub-consultants and their applicable costs/hourly rates from the Employer,
(l) Approval of the accommodation of traffic plans from the Traffic Manager.

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

C3.2.11 PROJECT PROCUREMENT

C3.2.11.1 Preferential Procurement

The Works Project shall be executed in accordance with the conditions associated with the granting of preferences detailed in the Preference Schedule.

The Service Provider'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.

C3.2.11.2 Procedure for the selection of sub-contractor / sub-consultants / suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Schedules of Rates, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/sub-consultants/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/sub-consultants/suppliers:

Where the monetary allowance is less than or equal to R300 000 (including VAT), the Contractor shall invite three quotations from suitably qualified sub-contractors/sub-consultants/suppliers for the required work or items. The selection of the three sub-contractors/sub-consultants/suppliers shall be in consultation with, and to the approval of the Employer. The evaluation of the quotations received must include a preference points system as described in C.3.11.3 of the Tender Data.

Where the monetary allowance is in excess of R300 000 (including VAT), an open competitive tender process shall be followed in respect of the selection of a sub-contractor/sub-consultants/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Service Provider in consultation with, and to the approval of, the Employer. Invitations to tender will be advertised in the media by the Service Provider and a sub-contractor/sub-consultant/supplier will be selected from the responses received, by the Service Provider. The evaluation of the offers received must include a preference points system as described in C.3.11.3 of the Tender Data. The Service Provider must satisfy itself that the selected sub-contractor/sub-consultant/supplier can meet the requirements of the sub-contract/supply agreement and the Service Provider may, on reasonable grounds, elect not to employ a particular sub-contractor/sub-consultant/supplier. A Tender evaluation report (including a recommendation for the award) must be submitted to the Employer for approval.

C3.2.11.3 Monitoring the use of sub-contractors/sub-consultants and joint ventures

It is recognised that sub-contracting is an integral part of the built environment, which the conditions of contract make provision for.

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

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

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

C3.2.11.4 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):

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

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contactor'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 preference conditions in the Preference Schedule, if applicable. In the case of joint ventures (Annex 2), the service provider 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 Representative.

C3.2.12 MEETINGS

The specific requirement, frequency, type and number of meetings (in-person or virtual) for Works Project will be as stated in the Works Project Brief or as agreed between the Service Provide and Employer.

C3.2.12.1 Management Meetings

During the initial stages of projects (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's Representative, Service Manager and others, convened for the purpose of managing these Projects. The Project Leader will represent the Service Provider team responsible for executing the Works Project.

C3.2.12.2 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 anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, including to respond to any individual queries/concerns that may be raised.

C3.2.12.3 Supply Chain Management (SCM) Committee Meetings

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

The number of meetings required will depend on the complexity and extent of interest shown in the tender.

C3.2.12.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of the 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 these projects.

C3.2.12.5 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.

C3.2.12.6 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, community/stakeholder, site/technical, and ad-hoc meetings. Minutes of the Meetings shall be regarded as a deliverable and shall be provided to the Employer within a time period agreed on by the Employer but no later than **five** working days after the meeting.

C3.2.13 QUALITY CONTROL

The Service Provider maintains and implements an internal quality control system for the provision of services and deliverables in accordance with the ISO 9001:2015 standard

The Service Provider must submit, with every Works Project Proposal, a quality plan for the proposed Works Project unless otherwise agreed with the Employers.

C3.2.14 RETENTION OF DOCUMENTS

The Service Provider retains copies of documentation in all of the following formats:

- Un-editable electronic format such as PDF and;
- Editable working documents (e.g. **.**dwg, **.**rvt, **.**docx, **.**xlsx, **.**mpp)

When requested to do so by the Employer within the period of retention (five years), the Service Provider submits any documents retained to the Employer within 7 days.

C3.2.15 PROGRAMME REQUIREMENTS

The Service Provider provides the programme in Microsoft Project Format (**.**mpp), Portable Document Format (PDF) and hard copy unless otherwise specified in the Works Project scope.

C3.2.16 APPLICATION FOR PAYMENT

Procedure

- The Service Provider will submit a Draft invoice for payment against a Works Project to the Employer for review. The day of submission will be as agreed with the Employer. The draft invoice will only be accepted if it is accompanied by the following:
  - Resources and time utilised for the payment period (time sheets);
  - Reference to deliverables is provided;
  - Updated cash flow forecast based upon actual progress; and;
  - Original invoices for cost reimbursement items.
- The Service Provider's Project Manager must certify that all time and expenses invoices (including those of sub-consultant's) are true and correct.
- The Employer must review the draft within seven (7) days (or other time as agreed) of receipt of the draft invoice and raise any queries.
- Once the draft invoice is approved, the Service Provider must submit a formal application for payment which must include the documents listed above, amended where required, together with a Tax invoice (including the purchase order number).
- Period for payment commences once the Draft Invoice has been submitted to the Employer including all of the required information as listed above.
- The Service Provider shall provide a Tax invoice (VAT invoice) which shall be included with each account delivered to the Employer. Failure by the Service Provider to provide a tax invoice timeously, to match the approved invoice, may delay payment by the Employer and **no interest shall accrue**.

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C3.2.17 SUPPORT RESOURCES

The Service Provider must have access to, and familiarity with, licenced software as follows:

- Relevant technical analysis and design software required to perform the core functionalities of each discipline. The use of free design services and software which favours proprietary products or solutions as part of their outcome shall not be permitted
- Drawing software packages that is compatible with the City of Cape Town's drawing packages. The City of Cape Town currently uses AutoCAD 2018 Version and AutoCAD Civil 3D. **[All Branches]**
- Project management software (Microsoft Project or equivalent package compatible with "**.mpp**" files. **[All Branches]**
- Relevant technical analysis and design software required to perform the core functionalities of each discipline. The use of free design services and software which favours proprietary products or solutions as part of their outcome shall not be permitted.
- A relevant and competent structural analysis software package that is capable of modelling the various elements required in the Works Projects. **[All Branches]**
- Comprehensive computer software for analysis and optimal design of water distribution systems. The software must be able to perform steady state and time simulation analysis with the capability to optimise pipe, pump and tank/reservoir sizes for planning purposes, and include water quality modelling. (The City of Cape Town currently uses WADISO) **[Bulk Water and Reticulation Branches only]**
- Comprehensive computer software for the simulation, analysis and optimal design of sewer reticulation system. The software must be able to use the theory of contributor hydrographs for analysis and time simulation to determine spare capacities in sewer systems taking into account infiltration and leakages. (The City of Cape Town currently uses SEWSAN) **[Reticulation Branch only]**
- PCSWMM (1D and 2D) and HECRAS (1D and 2D) software. **[Catchment Stormwater and River Management Branch only]**

Details of the software packages that will be used must be indicated on **Schedule 13** Part C5.2: Returnable Schedules.

C3.2.18 KEY PERSONNEL MINIMUM CRITERIA

The Service Provider shall maintain all Key Personnel listed in the tables below applicable to the contract which the Service Provider has been awarded. Key Personnel shall be utilised by the Service Provider to perform the services as outlined in the framework scope and the Works Projects. Support personnel shall be employed or contracted by the Service Provider to fulfil the full range of services as required in the framework scope and Works Projects - these Support personnel are not classified as Key Personnel. Details of Key Personnel which are submitted as part of the tender and evaluation process in accordance with the requirements of the Tendering Procedures, will remain the nominated Key Personnel unless substituted as described below.

Key Personnel are not substituted without approval of the Employer's Representative. 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 as the key personnel nominated at the time of tender close. The replaced individuals must satisfy the requirements and then only with the written approval of the Employer.

Postgraduate years of experience is defined as working experience gained from the time of obtaining a qualification in the relevant engineering, or other applicable, field.

The Service Provider shall inform the Employer within seven (7) days of any changes or proposed changes to the Key Personnel identified for this contract. If the minimum Key Personnel requirement is not maintained, the Employer may exclude the Service Provider from consideration for future Work Projects.

The Employer's Representative shall notify the Service Provider if the minimum requirements for Key Personnel are not in accordance with the framework scope. If the minimum requirements for Key Personnel are not restored within four (4) weeks of the Employer's Representative notice, the Employer may terminate this framework contract.

KEY PERSONNEL			
NOTE: Refer to clause C3.2.19.1 (A, B, C & D) in Part C3.2: Framework Scope for Typical Works Projects lists.			
Resource	**Statutory accreditation and requirements**		**Number of personnel required per Branch**
			Catchment Stormwater and River Management
Civil Engineer	ECSA Registered professionals	**Professional Engineer**	1
		Professional Technologist [##]	1
Structural Engineer	ECSA Registered professionals	**Professional Engineer**	1
		Professional Technologist [##]	1
Mechanical Engineer	ECSA Registered professionals	**Professional Engineer**	**
		Professional Technologist [##]	**
Electrical Engineer	ECSA Registered professionals	**Professional Engineer**	**
		Professional Technologist [##]	**
Electronic Engineer	ECSA Registered professionals	**Professional Engineer**	**
		Professional Technologist [##]	**
Quantity Surveyor	SACQSP registered professional	**Professional Quantity Surveyor**	**
Architect	SACAP registered professional	**Professional Architect**	**
Project Manager	SACPCMP registered professional	**Construction Project Manager**	**
Environmental Assessment Practitioner	EAPASA registered professional	**Environmental Assessment Practitioner (EAP)**	1
Hydraulic Engineer "H1" [Refer to Note B35 for required experience pertaining to professional Engineer only] $$	ECSA registered professional	**Professional Engineer**	**
Hydraulic Engineer "H2"	ECSA registered professional.	**Professional Engineer**	**

KEY PERSONNEL			
NOTE: Refer to clause C3.2.19.1 (A, B, C & D) in Part C3.2: Framework Scope for Typical Works Projects lists.			
Resource	**Statutory accreditation and requirements**		**Number of personnel required per Branch**
			Catchment Stormwater and River Management
[Refer to Note R18 and Note W19 for required experience pertaining to professional Engineer only] $$			
Hydraulic Engineer "H3" [Refer to Note C19 for required experience] $$	ECSA registered professionals	**Professional Engineer**	1
		Professional Technologist [##]	1
Process Design Engineer "BW2" [Refer to Note B39 for required experience pertaining to professional Engineer only] $$	ECSA registered professional	**Professional Engineer**	**
Process Design Engineer "WW2" [Refer to Note W21 for required experience pertaining to professional Engineer only] $$	ECSA registered professional	**Professional Engineer**	**
Dam Safety Specialist (Category II)	ECSA registered professional and registered as an Approved Professional Person with the National Department of Water & Sanitation.	**Professional Engineer** OR **Professional Technologist**	1
Landscape Architect	SACLAP registered professional	**Professional Landscape Architect**	1
Freshwater Ecologist [Refer to Note C9 for required experience] $$	SACNASP registered professional	**Freshwater Ecologist**	1

[##] A Professional Engineer (PrEng) can be nominated instead of a Professional Technologist (PrTechEng).
$$ The "Notes" are to be found in the preambles to the respective Schedules of Rates

** **NOT APPLICABLE FOR RESPONSIVENESS CRITERIA**

C3.2.19 BUILT ENVIRONMENT SERVICES – SPECIFIC SCOPE

This section applies to all Branches.

C3.2.19.1 General

The Service Provider is required to provide the professional services by the utilization of personnel as required in section C3.2.19.2 for Works Projects related to the following Typical Works Projects. The Typical Works Projects listed below for each Branch are not exhaustive and Works Project Briefs may include any project that is within the capabilities of the personnel listed in C3.2.19.2.

B TYPICAL WORKS PROJECTS – CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

The Service Provider is required to provide professional services listed in C3.2.5 (General Scope of Services) above to address the following Typical Works Projects which may be executed during the duration of the contract.

- Rainfall runoff modelling, water quality, flood and catchment yield (stormwater harvesting) modelling and analysis
- Water quality and flood management investigations, assessment, planning and studies
- Environmental investigations and studies
- Design and implementation of stormwater system flood alleviation works
- Design and implementation of hydrological monitoring system improvements
- Design and implementation of sustainable urban drainage systems, including landscaping
- Design and implementation of water retaining structures
- Design and implementation of water quality improvements
- Design and implementation of stormwater harvesting works
- Conducting design reviews, if applicable, with the intention of implementing existing designs as construction projects. Executing said projects.

- Development of new, updating existing and risk assessments for maintenance management plans
- River, canal, channel, dam, wetland, pond, pipeline and other stormwater system rehabilitation, refurbishments, upgrades and repairs
- Dam safety inspections and investigations.
- Design of major stormwater culverts (Span > than 3m and height bigger than 1m)
- Design of bridges for river crossings
- Design of timber walkways (length > 20m)
- River, canal, channel, dam, wetland, pond, stormwater system rehabilitation, refurbishments, upgrades and repairs
- Undertaking all environmental works related to all types of construction work related to stormwater projects
- Lead role in Full Scoping Environmental Impact Assessments (EIA)
- Completed Basic Assessments (BA)
- Legislative inspections (structures);
- Work process/procedure design and work process/procedure design optimisation.

C3.2.19.2 Personnel requirements

The requirements of the various professional / technical personnel are contained in the Notes provided as a preamble to each of the schedules in Part C2.2: Schedules of Rates. The Service Provider must be able to provide the services of personnel for Works Projects to the full extent listed.

Verifiable experience referred to in the Notes is interpreted as experience in that particular service. Postgraduate years of experience is defined as working experience gained from the time of obtaining a baccalaureus/diploma qualification, as applicable.

C3.2.19.3 Support personnel

The tenderer is requested to provide details of Support personnel listed below and all other support staff available to perform work on the Works Project in the applicable **Schedules 19A, 19B, 19C or 19D** in Part 5.2: Returnable Schedules. Provision is made for the tenderer to submit names of "Other support personnel" not listed below in the applicable **Schedule 19**.

Resources provided must include sub-consultants but signed undertakings from these specialist consultants/firms having the required personnel are NOT required at tender stage.

Different individuals must be identified for each of the support personnel listed. The tenderer may propose to use the same support personnel for different branches when tendering to provide multidisciplinary professional services for more than one branch.

Service / Resource	**Requirements**
Civil Engineering Services	A minimum of 2 (two) Support personnel in each of these services with an appropriate tertiary qualification (minimum NQF Level 6) in the relevant service.
Structural Engineering Services	
Mechanical Engineering Services	

Electrical Engineering Services	
Quantity Surveying Services	A minimum of 2 (two) Support personnel with tertiary qualification (minimum NQF Level 6) in the relevant service.
Architectural Services	A minimum of 2 (two) Support personnel with tertiary qualification (minimum NQF Level 6) in the relevant service.
Coastal Engineer - Category C1	One professionally registered Coastal Engineer for: • Catchment Stormwater & River Management: As per Note C11 [For Notes, refer to the preambles to the Schedules of Rates]
CAD operator/Draughting personnel	A minimum of 2 (two) suitably qualified and skilled resources with at least three (3) years' verifiable experience.
GIS technician	A minimum of 1 (one) suitably qualified and skilled resource with at least three (3) years' verifiable experience in the GIS sector.

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

C3.3 WORKS PROJECT SCOPE

C3.3.1 GENERAL

The Work Order scope is the relevant sections from the framework scope in addition to the Project specific details as described in the Works Project Brief.

All references to Service Provider in the framework scope means the Professional Services Provider in the Works Project.

C3.3.2 WORKS PROJECT SCOPE TEMPLATE

The following sections may be included in the Works Project Brief which is prepared specifically for each Works Project with reference to the framework scope:

Purpose of the service (Employer's objective and Background)
Refer to section C3.2.1
(Add specific objectives that may include safety, quality, time and functionality. Add specific background information)

Description of the service
Refer to relevant parts of sections C3.2.3, C3.2.4, C3.2.5,C3.2.19.
(Add specific activities or tasks and deliverables. Define project stages and skills required for the service.)

Existing information
(List existing information relevant to the service and add as appendices)

Specifications and standards
Refer to section C3.2.9.
(Add list of relevant specifications and standards applicable to the service)

Project team and interfaces – Others
Refer to relevant parts of section C3.2.10.
(Add list other organisations involved in the Project and describe interfaces, define roles and contact persons. Add services matrix or Project organogram if necessary. Define Consultant's responsibility in liaison with third parties, whether via the Employer or direct liaison)

Communication system
Refer to section C3.2.6.
(Add specific communication requirements such as the use of internet collaboration tools, standard forms and templates required for the service.)

Management procedures
Refer to sections C3.2.8, C3.2.11, C3.2.12.
(Add specific requirements for reporting, information security and environmental requirements)

Co-ordination and co-operation
(Add specific requirements for co-ordination and co-operation with Others for preparation of any deliverables and information requirements for statutory authorities)

Submission procedures
(Add specific requirements and procedures for submitting deliverables)

Quality Management System
Refer to section C3.2.13.
(Add any specific requirements)

Quality policy statement and quality plan
(Add any specific compliance requirements for the quality policy statement and quality plan)

Health and safety requirements
Refer to section C3.2.7.
(Add any specific Employer requirements, policy and procedures)

Form of retained documents
Refer to section C3.2.14.
(Add any specific requirements for the forms of document retention by the Consultant)

Provision by the Employer
(Detail what information and things the Employer is to provide.)

Provision by Others
(Detail what information and things Others are to provide.)

Approvals form Others
Refer to relevant parts of section C3.2.10.
(Add any specific requirements)

Deliverables and Milestones
(Specify any particular Deliverables (besides those listed in guidelines) and milestones)

Programme requirements
Refer to section C3.2.15.
(Add any specific requirements)

Sequence and timing
(Add any requirements and constraints on the sequence and timing of the service.)

Timing of information and other things provided by the Employer and Others
(Add the order and timing of when information and other things are provided by the Employer and Others.)

Completion definition
(Add specific definition for Work to be done by the Completion Date, if required. By default, all work which the Scope states should be done by the Completion Date. State which parts of the service remain incomplete by the Completion Date)

Sectional Completion definition
(Add specific information if applicable)

Consultant's application for payment
Refer to section C3.2.16.
(Add any specific requirements of the Employer for the format and details to be included in the Consultant's application for payment. Day or date of submission to be specified)

Employer use of material
(Add statement of the purposes for which the Employer intends to sue the material provided by the Consultant.)

Consultant use of material
(Add any restrictions on the Consultant using material this contract for other work)

Records of expenses
(Add requirement for records, invoices, receipts and other supporting documents for all expenses incurred that are to be kept)

Information specific to main and secondary options selected
(Add requirements as applicable)

CITY OF CAPE TOWN

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C3.4 SUPPLEMENTARY SPECIFICATIONS

C3.4.1 GENERAL

The specifications contained in this part of the document supplements and expands upon section C3.2 of this document.

C3.4.2 SERVICES AND DELIVERABLES

The content stated below are indicative of the services and associated deliverables that may be required by the Employer for Works Projects issued under this contract. The content is not intended to be an exhaustive list but rather to enable easier works brief determination and Works Project facilitation.

Service providers should take note that any services not expressly stated or inferred herein must be rendered as per this time-based contract.

The services and deliverables required for the planning, studies, investigations and assessments as well as for each stage, are those as defined and expanded upon in the guideline for fees and services from the relevant built environment professional bodies. Other services and deliverables may be added as required for any specific Works Project.

In addition, the Service Provider will be required to assist and prepare documentation and presentations for the Employer's Stage Gate Reviews, participate in the reviews and execute any deliverables required by the reviews.

Stage 1 – Inception

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Project Briefs. It should also be noted that any other services and deliverables can be added as required for any specific Works Project Brief.

Service
Assist in developing a clear project brief for construction
Attend project initiation meetings
Advise on the rights, constraints, consents and approvals
Define the construction services and scope of work required
Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of DEPARTMENT and services
Determine the availability of data, drawings and plans relating to the project.
Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
Advise on economic factors affecting the project and appropriate financial design criteria
Facilitate a schedule of the required consents and approvals
Provide necessary information within the agreed scope of the project to other consultants involved.
Prepare, co-ordinate and monitor a project initiation programme.
Participate in the Employer's Stage Gate Reviews
Facilitate client approval of all Stage 1 documentation

Deliverable
Project brief
Report on project, site and functional requirements
Schedule of required surveys, tests, analyses, site and other investigations.
Schedule of consents and approvals and related lead times.
Records of all meetings.
Project Initiation Programme
Deliverables required by the Employer's Stage Gate Reviews
Approval by the client to proceed to Stage 2

Stage 2 – Concept and Viability

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Projects. It should also be noted that any other services and deliverables can be added as required for any specific Works Project.

Service
Agree documentation programme with principal consultant and other consultants involved.
Communicate the project brief to the other consultants and monitor the development of the concept and viability
Attend design and consultants' meetings
Establish the concept design criteria
Agree format and procedures for cost control and reporting by the other consultants
Prepare initial concept design and related documentation
Advise the client regarding further surveys, analyses, tests and investigations which may be required
Establish regulatory authorities' requirements and incorporate into the design.
Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
Establish access, utilities, services and connections required for the design.
Coordinate design interfaces with other consultants involved.
Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing
Manage and integrate the concept and viability documentation for presentation to the client for approval.
Provide cost estimates and comment on viability of design alternatives, life cycle costs, financial viability, etc. as required
Prepare a documentation programme and indicative construction programme
Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.
Participate in the Employer's Stage Gate Reviews.
Facilitate approval of the concept and viability by the client
Facilitate approval of the concept and viability by statutory authorities

Deliverable
Concept design
Schedule of required surveys, tests and other investigations and related reports
Process design
Preliminary design
Cost estimates as required
Financial viability reports as required
Indicative documentation programme and construction programme
Records of all meetings
Deliverables required by the Employer's Stage Gate Reviews
Approval by the client to proceed to Stage 3

Stage 3 – Design Development

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Projects. It should also be noted that any other services and deliverables can be added as required for any specific Works Project.

Service
Prepare, co-ordinate, agree and monitor a detailed design and documentation programme
Review documentation programme with principal consultant and other consultants involved
Attend design consultants' and management meetings
Incorporate client's and authorities' detailed requirements into the design
Incorporate other consultants' designs and requirements into the design.
Coordinate designs from all disciplines
Incorporate health and safety and environmental requirements into the design.
Prepare design development drawings including draft technical details and specifications.
Review and evaluate design and outline specification and exercise cost control.
Prepare, refine, evaluate detailed estimates of construction cost
Prepare, refine, evaluate detailed construction programme
Reviewing and updating financial viability reports
Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
Submit the necessary design documentation to local and other authorities for approval
Participate in the Employer's Stage Gate Reviews.
Facilitate client approval of all Stage 3 documentation

Deliverable
Design development drawings
Outline specifications
Local and other authority submission drawings and reports
Documentation programme
Record of all meetings
Detailed estimates of construction costs
Financial viability reports as required
Updated indicative construction programme
Deliverables required by the Employer's Stage Gate Reviews
Approval by the client to proceed to Stage 4

Stage 4 – Documentation and Procurement

Basic scope of services as detailed in the Guidelines.

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Projects. It should also be noted that any other services and deliverables can be added as required for any specific Works Project.

Service
Attend design and consultants' meetings
Attend bid specification and evaluation meetings with the employer
Prepare specifications and preambles for the works
Accommodate services design
Check cost estimates and adjust designs and documents if necessary to remain within budget.
Prepare documentation for contractor procurement on approved templates
Review designs, drawings and schedules for compliance with approved budget
Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
Assist with the evaluation of tenders
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
Assess samples and products for compliance and design intent
Participate in the Employer's Stage Gate Reviews.
Facilitate client approval of all Stage 4 documentation

Deliverable
Specifications
Services co-ordination
Working drawings, schedules and details
Estimate of construction cost based on final designs and tender documents
Tender documentation
Reports on technical and financial aspects of tenders
Contract documentation
Records of all meetings other than bid specification and evaluation meetings
Updated construction programme
Deliverables required by the Employer's Stage Gate Reviews
Approval by the client to proceed to Stage 5

Stage 5 – Construction Administration and Inspection

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Projects. It should also be noted that any other services and deliverables can be added as required for any specific Works Project.

Service
Attend site handover
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.
Carry out contract administration procedures in terms of the contract
Prepare, track, revise and update schedules of predicted cash flow
Prepare pro-active estimates of proposed variations for client decision making
Attend regular site, technical and progress meetings
Monitor, review and approve the preparation of the construction programme by the contractor.
Regularly monitor performance of the contractor against the construction programme
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof
Inspect the works for quality and conformity to contract documentation
Review the outputs of quality assurance procedures and advise the contractor and Employer on the adequacy and need for additional controls, inspections and testing.
Adjudicate and advise employer on financial claims by contractor(s)
Assist in the resolution of contractual claims by the contractor.
Establish and maintain a financial control system
Clarify details and descriptions during construction as required
Prepare valuations for payment certificates to be issued by the employer's agent
Issue payment certificates (if acting as employer's agent)
Instruct, witness and review all tests and mock ups carried out both on and off site
Check and approve contractor drawings for design intent
Update and issue drawings register
Issue contract instructions as and when required
Review and comment on operation and maintenance manuals, guarantee certificates and warranties
Inspect the works and issue practical completion and defects lists
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
Preparing final accounts including remeasurements for the works on a progressive basis

Deliverable
Schedules of predicted cash flow
Construction documentation
Drawings register
Estimates for proposed variations
Contract instructions
Financial control reports
Valuations for payment certificates
Payment certificates
Final account(s)
Practical completion and defects list
Deliverables required by the Employer's Stage Gate Reviews
All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
Record of all meetings

Stage 6 – Close-out

The tables below are indicative, but not exhaustive, of typical services and deliverables that may be required by the Employer within Works Projects. It should also be noted that any other services and deliverables can be added as required for any specific Works Project.

Service
Inspect and verify the rectification of defects
Receive, comment and approve relevant payment valuations and completion certificates
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
Prepare as-built drawings and documentation
Issue payment certificates (if acting as employer's agent)
Conclude the final accounts where relevant
Prepare and present project close out report

Deliverable
Valuations for payment certificates
Works and final completion lists
Operations and maintenance manuals, guarantees and warranties
As-built drawings and documentation
Final accounts
Valuation for payment certificates
Deliverables required by the Employer's Stage Gate Reviews
Close out report

C3.4.3 EMPLOYER'S STAGE GATE PROCESSES

The content stated below (June 2024 version) are indicative of the services and associated deliverables that may be required by the Employer for Works Projects issued under this contract. The content is not intended to be an exhaustive list but rather to enable easier works brief determination and Works Project facilitation.

Service providers should take note that any services not expressly stated or inferred herein must be rendered. The Service Provider must obtain any clarification required on the extent of the work required.

The stages referenced herein are those as defined and implemented through the Employer's Stage gate review system.

Scoping

The scoping stage defines the specific focus or content of the project within the strategic context. The planned outputs and benefits should be clearly described and the work required to achieve this. To effectively manage the scope of a project it is important to ensure that requirements are clearly defined, described and documented. The scoping stage should include the governance structures of the project and method of delivery. Adequate information should be available at this point to compile the first draft of the Project Execution Plan and Design Basis Memorandum to a reasonable degree of accuracy and obtain signoff from the various stakeholders to provide a clear baseline of the expectations, deliverables and governance.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Project Execution Plan** • Theory of change/Case for Change • Strategic alignment • Identification of options • Define evaluation criteria	• What is this project hoping to achieve? • Is the Case for Change that defines the reason (strategic objective) for the project clear? • Why are we doing this project (specific goals)? • Why have we prioritised this specific project over other projects in the portfolio? (If applicable, how does this project contribute to making utility service/sector a going concern) • What are the reasons, goals and benefits of doing this project? • Have threats and opportunities been identified? • How will the project enhance aspect(s) of city resilience (resilience through)? • How will the project be designed to be resilient (resilience of)? • Has project been linked to strategic objectives (MPP, IDP, MSDF and Sector Strategy/Plan)? • Programme linkages and dependencies which are to be considered in relation to achieving objectives. • Are there any local or international precedent / case studies? • How does the project link/support to local government mandates and functions?
Social / Economic Case	**Project Execution Plan** • Analysis of project alternatives, SWOT analysis or similar • Initial risk assessment • Indicative high-level socio/economic motivation • Identify estimated direct and opportunity costs.	• Have the various project solutions/interventions been discussed (activities from initiate stage) • Assurance that this initiated project was the best option among other alternative solutions. • Does this link to the Problem Statement and Theory of Change? • Has an initial SWOT Analysis of the project solutions/intervention options been conducted and the options assessed to obtain this preferred project/option (at least one next best alternative)? • Have all costs and benefits of this preferred project/option been identified? Describe, which can be monetised and which cannot? • In terms of the non-monetisable aspects, comment on methods that could be used and budgetary and project implications thereof • Have all externalities (i.e. indirect or incidental costs and benefits to society) been identified

		• Have the risks associated with the various project options been identified, especially for this preferred project/option? •
Procurement Case	**Project Execution Plan** • Preliminary procurement plan	• Has SCM been engaged? • What type of tender process is required for the planned work? • Who is responsible to develop the tender documents, etc.? • What is the estimated value of the tender/(s) required (based on the supplies, services, or works required)? • What is the procurement strategy that will be adopted to procure the supplies, services, or works that are required? • Does this include the preferential procurement policies, if any, of the Council which shall apply to the contract, or project? • The appropriate contract and pricing strategy, • The appropriate targeting strategy, • The procurement procedure that will be followed, • How will bids be evaluated?
Commercial & Regulatory Case	**Project Execution Plan** • Regulatory and commercial requirements list created incl. zoning, land, heritage, water, environmental requirements, required contracts determined including land acquisitions	• All possible regulatory requirements have been identified and documented including which of these requirements will have to be completed at each stage. • Evidence that regulatory requirements necessary for the scoping stage have been met. • What contracts and contract form are required to deliver on the project • Provide/upload complete signed copies of any active contracts • List all contracts that may be required to deliver on this project • Provide all Demand Plan numbers for contracts identified if already registered • Please note: the above requirements relate to all contracts (any and all agreements in place or required to deliver on project incl. contracts with other organs of state, land owners, not only procurement contracts etc.) • Are any of the following required: ▪ Land availability and/or acquisition ▪ EIA ▪ Rezoning ▪ Servitudes ▪ Special licences ▪ Tax legislation requirements ▪ Labour legislation requirements ▪ Environmental legislation requirements ▪ Other legal, statutory or compliance matters Indicate the following (if applicable); • Which other Directorates need to be involved or informed? • Does National or Provincial Govt need to be involved or informed or permissions required? • Is public participation required? • Contract documents for all contracts used to deliver on the projects retained in records management system/registry (CRMS)
Financial Case	**Project Execution Plan** • Preliminary capex and opex cost estimates • Budget provision for next stage in place (in MTREF)	• Has project been created in SAP PPM (Confirm S, GPX and CPX item numbers) • Provide total project cost estimate (40%-50% level of confidence) – capital cost and running (operating) costs

		• Confirmation of approved opex budget in the MTREF to fund the feasibility stage and the value of this? • Indication of fund sources (including external funding) expected to be used • Note: all information presented and uploaded must align to SAP PPM / PS information
Project Management Case	**Project Execution Plan** • As per sections listed • Project Schedule	• Project Charter has been provided [approved] ◦ The project manager assigned with authority level • The first draft of the Project Execution Plan has been compiled with necessary sections and approved by management Scoping Report should include the following sections; ◦ Project Title and Description ◦ Scope statement (high level description) ◦ WBS (level 3 max) ◦ Project roadmap ◦ Resources assigned ◦ Stakeholders identification ◦ Output(s) description ◦ Linked to IDP in PPM (objective, programme, project) ◦ Measurable project objectives ◦ Project approval requirements ◦ High-level project risks (which could include Safety & Security risks) ◦ RASCI ◦ Decision log
Technical / Engineering Case		• Have the initial technical considerations been documented in a Design Basis Memorandum Design Basis Memorandum must include the following information; ◦ Applicable design codes of practice, standards and guidelines ◦ Legislative and Regulatory Framework ◦ Sustainability, environmental impact and efficiency ◦ Materials for construction ◦ Preferred technologies, and suitable alternatives ◦ Engineering Best Practice principles ◦ Adopted or specified design philosophy ◦ Bulk services requirements and availability ◦ Full lifecycle cost planning requirements ◦ Any high-level S&S risk mitigation measures resulted in particular design choices, materials choices and/or work execution methodologies and have these items been sufficiently captured?

Feasibility

The feasibility stage determines the viability of the project. This stage considers all possibilities within the scope of the project, carries out an initial evaluation of the available options, and recommends a preferred option, or a limited number of options to be pursued further in the Conceptual Design stage. In addition to technical feasibility this stage tests the financial affordability as well as the socio/economic impacts of the selected options. The Project Execution Plan and Design Basis Memorandum defines the "how" of the planning components and the "why" as part of the strategic and socio economic information.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Project Execution Plan (Draft)** • Alignment to Strategic Case • Evaluation of options • Recommended option	• What is this project hoping to achieve? • Is the Case for Change that defines the reason (strategic objective) for the project clear? • Why are we doing this project (specific goals)? • What triggered the need for the project/programme? • What are the reasons, goals and benefits of doing this project? (how is impact defined and measured?) • How has the project been linked to strategic objectives (MPP, IDP, MSDF and Sector Strategy/Plan)? • How will threats and opportunities be managed? • How is the project enhancing aspect(s) of city resilience (resilience through)? • How is the project designed to be resilient (resilience of)? • SWOT analysis • Project/Programme linkages and dependencies which are to be considered in relation to achieving objectives.
Social / Economic Case	**Project Execution Plan (Draft)** • Socio-economic Cost benefit analysis • Sensitivity analysis and simulations • Macro-economic impact assessment (where applicable) Note: This information may be contained in comprehensive Feasibility Studies and only referenced in this Feasibility Report	• Have the capital and operational costs of the project been estimated? • Has there been some demand or usage forecasting? • Has a detailed cash flow statement with all identified inputs been provided for the preferred project option? • Have all non-financial benefits and all indirect costs or externalities which are able to be monetised, quantified? • Is there an indication of how non-monetisable benefits or costs will be assessed? • Has an appraisal methodology (Cost Benefit Analysis; Cost Effectiveness, Multi-Criteria Analysis) been clearly chosen? • Has an appraisal (CBA or similar) been undertaken on the preferred option versus 'do nothing' or the next best alternative? • Have key indicators (NPV; IRR; BCR) been estimated and applied to the preferred option and alternative? • Has it been indicated whether the project is expected to have a significant impact on the economy? If so has a macroeconomic impact assessment been conducted? • Has a sensitivity analysis, varying key project assumptions and scenarios been conducted? • Is there a clear recommendation on whether to proceed with the project? • Evaluation of options based on economic cost benefit ratio (incl. do nothing option).
Procurement Case	**Project Execution Plan (Draft)** • Updated procurement plan • Registered DP numbers • Tender Roadmap	• Has SCM been engaged? • Procurement roadmap and alignment with project timeframes. • What type of tender process is required?

		• Who will develop the tender documents, etc.? • What is the value of the tender (s) required (based on the supplies, services, or works that are required)? • What is the procurement strategy that will be adopted to procure the supplies, services, or works that are required? • Does this include the preferential procurement policies, if any, of the Council which shall apply to the contract, or project? • The appropriate contract and pricing strategy, • The appropriate targeting strategy, • The procurement procedure that will be followed, refer to SCM Policy • The Bid evaluation method that will be used to evaluate Bidders, refer to SCM Policy • What is the broad scope of work associated with the respective procurements? • Appointment of PSP's to assist with the planning and/or detailed design and/or execution • Appointment of 3rd party contractors • What long-lead items must be procured?
Commercial & Regulatory Case	**Project Execution Plan (Draft)** • Preliminary regulatory and commercial requirements plan including tasks list, roles and responsibilities based on preferred option • Commercial and regulatory roadmap based on preferred option	• All possible regulatory requirements have been identified and documented including which of these requirements will have to be completed at each stage. • Evidence that regulatory requirements necessary for the feasibility stage have been met. • National or Provincial Govt that need to be involved or informed have been engaged. • Permissions, (at a Local, a Provincial and a National Government level) initiated. • Directorates that need to be involved or informed have been engaged. • Draft public participation plan developed. • Confirmation and initiation of works as needed in the following areas: ▪ Land availability and/or acquisition ▪ EIA ▪ Rezoning ▪ Servitudes ▪ Special licences ▪ Tax legislation requirements ▪ Labour legislation requirements ▪ Environmental legislation requirements ▪ Other legal, statutory or compliance matters identified and work initiated. • Indicate the contracts and contract forms required to deliver on the project ◦ Provide/upload complete signed copies of any active contracts ◦ List all contracts that are required to deliver on this project ◦ Provide all Demand Plan numbers for contracts identified if already registered ◦ Please note: the above requirements relate to all contracts (any and all agreements in place or required to deliver on project incl. contracts with other organs of state, land owners, not only procurement contracts etc.) • Contracts and contract form required to deliver the project confirmed and included in the roadmap.

		• Contract documents for all contracts used to deliver on the projects retained in records management system/registry (CRMS)
Financial Case	**Project Execution Plan (Draft)** • Budget provision for next stage in place (in MTREF) Note: all information presented and uploaded must align to SAP PPM / PS information	• Confirm S, GPX and CPX item numbers applicable to this project and ensure all information is up to date for the recommended option • Provide the total project cost for each per option assessed (incl. operational expenditure) and clearly indicate the recommended option selected. • Improved total project cost estimate (70%-75% level of confidence) – capital cost and running (operating) costs • Confirmation of approved opex budget in the MTREF to fund the concept stage and value of this? • Confirmation of whether the project is revenue generating and an estimate as well as the impact of this on choice of funding sources • Has Safety & Security risk mitigation measures been estimated and incorporated into project cost estimate?
Project Management Case	**Project Execution Plan (Draft)** • As per sections listed • Project Schedule Note: The Project Execution Plan should also include information as requested in other cases	• The Project Execution Plan has been drafted with all sections and approved by management Project Execution Plan should include the following sections; ◦ Project background ◦ Project objectives ◦ Scope definition - Assumptions - Constraints - In scope vs. out of scope - Interface points / battery limits ◦ Work Breakdown Structure – at least to work package level ◦ Time Management: detailed schedule (Gantt) ◦ Cost Management: S-curve (cost vs. time) ◦ Quality Management: quality assurance and quality control considerations ◦ Stakeholders - Stakeholder Register - Mapping: impact vs. influence ◦ Communication: - Formal vs. informal communication types - Push vs pull communication methods - Organogram ◦ Resource Management ◦ Integration Management - Governance considerations - Success criteria - Project change management - Decision log - Lessons learnt - Project handover ◦ Risk Management - Populated and maintained in SAP PPM - S&S risk model (SAP PPM) been applied and a rating determined (high, medium, low)? - Identification & Evaluation (likelihood and impact) - Mitigation & Proximity date - Risk owner ◦ Procurement Management

		◦ Outputs – benefits tracking models and indicators created
Technical / Engineering Case	**Design Basis Memorandum (DBM)** • Final technical considerations within DBM • Evaluation of available engineering options	• Documented evaluation of technical design options against the Design Basis Memorandum Design Basis Memorandum must include the following information; ◦ Applicable design codes of practice, standards and guidelines ◦ Legislative and Regulatory Framework ◦ Sustainability, environmental impact and efficiency ◦ Materials for construction ◦ Preferred technologies, and suitable alternatives ◦ Engineering Best Practice principles ◦ Adopted or specified design philosophy ◦ Bulk services requirements and availability ◦ Full lifecycle cost planning requirements ◦ Has any confirmed S&S risk mitigation measures resulted in particular design choices, materials choices and/or work execution methodologies and have these items been sufficiently captured?

Concept Design

The conceptual design stage focuses on defining the optimal method for achieving the project objectives based on the option selected from the feasibility stage. This results in several diverse activities across the procurement, planning (commercial, regulatory and planning for project execution) and technical design domains. The Conceptual Design Report includes the final strategic and socio-economic components along all technical and engineering information to be approved. The Project Execution Plan is also further refined with the current project information to indicate all planning components.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Project Execution Plan (Updated)** • Alignment to Strategic Case • Refined option assessment	• Document strategic alignment of refined option against the evaluation criteria • Changes to Final Strategic Case (completed at the Feasibility Stage) identified and impacts highlighted if any. • Demonstration of how concept design implements Strategy as identified in scoping/feasibility (IDP, MSDF Sector Strategies etc.)?
Social / Economic Case	**Project Execution Plan (Updated)** • Test behavioural assumptions. • Macro-economic impact assessment of recommended option.	• Sensitivity analysis of selected option from feasibility. • Identify macro-economic impacts of selected option. • What are the wider public benefits of selected option? • What are the wider public costs of selected option?
Procurement Case	**Project Execution Plan (Updated)** • Updated procurement plan • DP numbers confirmation • Tender Roadmap	• Have the SCM / Procurements requirements identified during the Scoping and Feasibility phases been further refined to take into account the specific requirements of the conceptual design? • Updated procurement roadmap and alignment with project timeframes.

		• Confirmation from SCM with regards to Final Procurement Strategy (including any Section 33 requirements). • Relevant specifications submitted to SCM with financial footnote. • All procurement requirements loaded on SAP PPM and linked to the project. • Received confirmation of all Demand Plan numbers.
Commercial & Regulatory Case	**Project Execution Plan (Updated)** • Refined commercial and regulatory plan for recommended option • Updated commercial and regulatory roadmap based on recommended option including proof of required contracts identified and initiated and existing contract(s) utilised start and end dates	• All possible regulatory requirements have been identified and documented including which of these requirements will have to be completed at each stage. • Evidence that regulatory requirements necessary for the conceptual design stage have been met. • National or Provincial Govt that need to be involved or informed have been engaged. • Permissions, (at a Local, a Provincial and a National Government level) initiated. • Directorates that need to be involved or informed have been engaged. • Public participation plan finalised. • Continuation of works as needed in the following areas: ▪ Land availability and/or acquisition ▪ EIA ▪ Rezoning ▪ Servitudes ▪ Special licences ▪ Tax legislation requirements ▪ Labour legislation requirements ▪ Environmental legislation requirements ▪ Other legal, statutory or compliance matters identified and work initiated. • Proof of contracts and contract forms required to deliver on the project ◦ Provide/upload complete signed copies of any active contracts ◦ List all contracts that are required to deliver on this project ◦ Provide all Demand Plan numbers for contracts identified if already registered ◦ Please note: the above requirements relate to all contracts (any and all agreements in place or required to deliver on project incl. contracts with other organs of state, land owners, not only procurement contracts etc.) • Updated roadmap (confirmation of contract start and finish dates) • Risk Management - Have all identified contract management risks been captured in an updated contract Risk Register (CRMS) and included in the project risk register? • Performance Management - Have performance indicators and targets for the contracts been formulated and included in contract document drafts? • Contract file retained in records management system/registry(CRMS)
Financial Case	**Project Execution Plan (Updated)** • Updated total project cost estimate of recommended option • Clear Opex and Capex requirements	• Confirm S, GPX and CPX item numbers applicable to this project • Improved total project cost estimate (80%-85% level of confidence) – capital cost and running (operating) costs

	• Note: all information presented and uploaded must align to SAP PPM / PS information Note: all information presented and uploaded must align to SAP PPM / PS information	• Confirmation of approved capex budget in the MTREF to fund the detail design stage and value of this? • Provide the funding strategy of the project and if this is achievable (indicate funding sources, funding approach and operating expenditure required) • If this project is revenue generating, provide a quantitative estimate of how much this would be. • Has your finance manager in your department been engaged and signed/supported the Project Execution Plan.
Project Management Case	**Project Execution Plan (Updated)** • As per sections listed • Project Schedule • Note: The Project Execution Plan should also include information as requested in other cases	• The Project Execution Plan has been updated with all sections and approved by management Project Execution Plan should include the following project management information; ◦ Project background ◦ Project objectives ◦ Outputs – benefits tracking models and indicators created ◦ Scope definition - Assumptions - Constraints - In scope vs. out of scope - Interface points / battery limits ◦ Work Breakdown Structure – at least to work package level ◦ Time Management: detailed schedule (Gantt) ◦ Cost Management: S-curve (cost vs. time) ◦ Quality Management: quality assurance and quality control considerations ◦ Stakeholders - Mapping: impact vs. influence ◦ Communication: - Formal vs. informal communication types - Push vs pull communication methods - Organogram ◦ Resource Management ◦ Integration Management - Governance considerations - Acceptance criteria - Project change management - Decision log - Lessons learnt - Project handover ◦ Risk Management - Populated and maintained in SAP PPM - Identification - Evaluation (likelihood and impact) - Mitigation - Proximity date - Risk owner - Escalation
Technical / Engineering Case	**Conceptual Design Report** • Conceptual Designs • Quality management plan • Operational management plan Note: The Conceptual Design Report should also include information as requested in other cases	• The Conceptual Design Report has been compiled with required information and approved by management Conceptual Design Report must also include the following technical information; ◦ The documented design concept, along with schematics, diagrams, and layouts of the project; ◦ The documented sustainability of the concept (designed to relevant standards and the whole-life costs of facilities / infrastructure optimised, including resource efficiency and climate change considerations); ◦ The review of the environmental impacts of construction materials and processes including

		key directives for the detail design team responsible for specifying the requirements of the Environmental Management Plan (EMP) required for the construction / implementation activities and any conditions pertaining to the EIA authorization; ◦ Completion or initiation of legal and statutory processes including but not limited to: - Land acquisition - Illegal land occupation - Re-zoning ◦ Bill of Quantities defined at a higher level of accuracy than before, to allow a more accurate cost estimate of the Project Proposal to be prepared ◦ Sign-off of concept design report and drawings by delegated key functional representatives in other departments impacted by the works. • Quality management plan (specific to professional services) to be included in the concept design report should as a minimum address the following questions: ◦ Does it quantify appropriate quality standards? ◦ Does it define the processes to be used to measure quality? ◦ Does it define the processes for dealing with non-conformances, corrective actions and escalation where required? ◦ Does it define the required roles and responsibilities to ensure defined quality standards are met? • Operational Plan to be included in the concept design report should as a minimum address the following: ◦ An initial estimate of costs associated with the future maintenance and running of the asset. ◦ Proposed technologies associated with the operation and maintenance of the asset. ◦ Identification of the person responsible for operation and maintenance of the asset and its sub-systems. • List of documents (e.g. O&M manuals, As-built drawings) that will be provided to the identified responsible person as project close-out.

Detailed Design and Tender Documentation

The detailed design stage finalises the detail designs of the project to produce a Detail Design Report that references all aspects and a final Project Execution Plan that provides, among other information, the scope, time and cost baseline. The stage activities also allows for the completion of all the procurement documentation necessary to appoint service providers.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Detail Design Report** • Alignment to Strategic Case	• Strategic Case is not appraised at the Detail Design Stage Gate
Social / Economic Case	**Detail Design Report** • Alignment to Socio-economic Case	• Socio-economic Case is not appraised at the Detail Design Stage Gate
Procurement Case	**Project Execution Plan (Final)** • Tender Documentation • BIF & Specifications	• All procurement requirements updated in SAP PPM. • Have the applicable tenders been prepared? • Have all tender/bid documents and specifications been completed? • Have procurement timeframes been agreed with SCM?

		• Has the tender advertisement process been defined? • Have the tender evaluation criteria been defined?
Commercial & Regulatory Case	**Project Execution Plan (Final)** • Final commercial and regulatory plan • Final commercial and regulatory roadmap overlaid with project plans	• Have all regulatory and legislative requirements been resolved such that they pose no risk to the project? • Evidence that regulatory requirements necessary for the detail design stage have been met. • Permissions, (at a Local, a Provincial and a National Government level) obtained. • Public participation completed and requirements incorporated. • Approvals obtained for the following areas: ▪ Land availability and/or acquisition ▪ EIA ▪ Rezoning ▪ Servitudes ▪ Special licences ▪ Tax legislation requirements ▪ Labour legislation requirements ▪ Environmental legislation requirements ▪ Other legal, statutory or compliance matters identified and work initiated. • Proof of contracts and contract forms required to deliver on the project ◦ Provide/upload complete signed copies of all active contracts ◦ List all contracts that are required to deliver on this project ◦ Provide all Demand Plan numbers for contracts identified if already registered • Contract management arrangements and plans finalised? • Updated roadmap (confirmation of contract start and finish dates) • Contract Risk Management - Have all identified contract risks been monitored and managed and risk register updated with any new contract management risks? • Contract Performance Management - Have performance indicators and targets for the contracts been formulated and included in FINAL draft contracts? • Have stakeholders been engaged during the process of securing the contracts? • Contract files retained in records management system/registry (CRMS)
Financial Case	**Project Execution Plan (Final)** • Final total project cost estimate (90% level of confidence) • Final Opex and Capex requirements • Note: all information presented and uploaded must align to SAP PPM / PS information	• Confirm CPX item number applicable to this project and ensure all information is up to date in PPM • Indicate final total project cost estimate (90% level of confidence) – capital cost and running (operating) costs • Confirmation of approved capex budget in the MTREF to fund the execution stage and value of this? • Have future operational requirements (e.g. recurrent costs, including depreciation and customer charges) been considered and allowed for appropriately? • Confirmation of funding sources (incl. external funding) approved. • If this project is revenue generating, provide a quantitative estimate of how much this would be.

		• Has your finance manager in your department been engaged and signed/supported the Project Execution Plan.
Project Management Case	**Project Execution Plan (Final)** • As per sections listed • Project Schedule Baseline • Project Cost Baseline Note: The Project Execution Plan should also include information as requested in other cases	• The Project Execution Plan has been finalised and approved by management Project Execution Plan should include the following project management information; ◦ Project background ◦ Project objectives ◦ Scope definition - Assumptions - Constraints - In scope vs. out of scope - Interface points / battery limits ◦ Work Breakdown Structure – at least to work package level ◦ Time Management: detailed schedule (Gantt) ◦ Cost Management: S-curve (cost vs. time) ◦ Quality Management: quality assurance and quality control measure defined ◦ Stakeholders - Mapping: impact vs. influence - Stakeholder management plan defined ◦ Communication: - Formal vs. informal communication types - Push vs pull communication methods - Organogram ◦ Resource Management ◦ Integration Management - Governance considerations - Acceptance criteria - Project change management - Decision log - Lessons learnt - Project handover ◦ Risk Management - Populated and maintained in SAP PPM - Identification & Evaluation (likelihood and impact) (S&S risk model and rating been applied?) - Mitigation & Proximity date - Risk owner - Escalation process ◦ Outputs – benefits tracking models and indicators created (Benefit Realisation Model)
Technical / Engineering Case	**Detail Design Report** • Detail Designs • Operational and Maintenance plan completed • Quality management plan completed. Draft Tender Documentation • Specifications • Bill of Quantities Note: The Detail Design Report should also include information as requested in other cases	• The Detail Design Report has been updated with all sections and approved by management Detail Design Report must include the following technical information; ◦ Fully developed Design drawings fit for construction, schedules and technical details ◦ The detailed process design including criteria, codes and standards applied, and calculations where applicable ◦ Confirmation of engagement with third parties like utilities, service providers and regulatory or licensing bodies ◦ The detail design including criteria, codes and standards applied, and calculations ◦ The detailed logically sequenced implementation schedule (programme) ◦ The detailed quantity take-offs and detailed construction cost estimates. Note that while quantities are re-measurable (in terms of our standard forms of agreement), to allow for changes that cannot be foreseen, there is a responsibility on the designers to be as accurate as is reasonable.

		◦ Detailed project specifications aligned to the drawings and bills of quantities ◦ Site information like survey reports, geotechnical reports, environmental, heritage and health and safety requirements ◦ Choice of procurement strategy and appropriate form of contract ◦ Check quantity take-offs, cost estimates (against historical data and market research) and adjust designs and documents if necessary to remain within budget. ◦ Review designs, drawings and schedules for compliance with approved budgets ◦ Ensure that drawings, schedules, bills of quantities and specifications are fully aligned and covers the full extent of the design to be constructed as per the scope of works. ◦ Confirm that all interfaces and battery limits are clearly defined and indicated on the drawings. ◦ Ensure that all statutory and regulatory approvals are in place and adhered to ◦ Review and adjust the schedule and sequencing to be logically aligned to the detailed activities and estimated durations ◦ Ensure that factual site information and ground truth data is accurately captured and included in the documentation to fully describe the conditions under which the works are to be completed ◦ Identify and document the maintenance requirements and packages including maintenance cost estimations ◦ Ensure that the HAZOP results (where applicable) and operational requirements post construction are clearly defined, accepted by those responsible for operations and documented in the operational plan. ◦ Define and include the operational training requirements in the operational plan, specifications and bills of quantities • Quality management plan (specific to professional services) to be included in the concept design report should as a minimum address the following questions: ◦ Has the quality management plan been compiled and completed? ◦ Does it quantify appropriate quality standards? ◦ Does it define the processes to be used to measure quality? ◦ Does it define the processes for dealing with non-conformances i.t.o. corrective actions and escalation where required? ◦ Does it define the required roles and responsibilities to ensure defined quality standards are met? Operational and Maintenance plan to be included in the detail design report should as a minimum address the following: ◦ Have the maintenance package(s) been completed? ◦ Have the maintenance package(s) been communicated to operations ◦ Has an Operational plan been compiled and completed? ◦ Was the HAZOP results (where applicable) and operational requirements post construction clearly defined, accepted by those responsible for

		operations and documented in the operational and maintenance plan. ◦ Has this plan been communicated to the area of operations that will take over the maintenance and running of the asset in the future for comment and input? ◦ Does this plan include an initial estimate of costs associated with the future maintenance and running of the asset? • Given the determined risk rating for the final concept (i.e. as per project management case), has the standardised S&S specifications been incorporated into the project scope? By extension, has the cost estimates been updated? • Are there any additional S&S related technologies, processes or activities NOT captured in the standardised S&S specifications that has been adopted on this project? • Check populated Tender template selected from latest list of approved templates completed in full, including the tender conditions, contract conditions and specifications ready for the first BSC. • Given the determined risk rating per concept option (i.e. as per project management case), has the standardised S&S specifications been considered?

Execution

The execution stage is the traditional realm of project management. It focuses on carrying out the work identified in all the preceding stages prior to project commissioning and close out. The stage must ensure that all the project work is synchronised so that the project can be executed effectively. The Works Completion Report needs to encompass all the necessary information to successfully complete the execution stage.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Works Completion Report**	• Strategic Case is not appraised at the Execution Stage Gate
Social / Economic Case	**Works Completion Report**	• Socio-economic Case is not appraised at the Execution Stage Gate
Procurement Case	**Works Completion Report** • Summary of procurements (awarded and cancelled) and procurement timelines	• List of procurement awards made with timeframes • List of procurements cancelled • Procurement specific Lessons learnt
Commercial & Regulatory Case	**Works Completion Report** • Close-out information of all contracts/agreements (Close Out Report) • Planned vs actual of regulatory requirements	• Have all regulatory and legislative requirements been met? • Certification of the delivery of the goods and associated services in accordance with the provisions of the contract. • Commercial & Regulatory specific Lessons learnt • List of contract variances • Confirmation of meeting regulatory requirements: ▪ EIA ▪ Servitudes ▪ Special licences ▪ Tax legislation requirements ▪ Labour legislation requirements ▪ Environmental legislation requirements ▪ Other legal, statutory or compliance matters identified and work initiated. • Contract Risk Management - All contract risks have been closed and lessons learnt included in contract close out report. Contract Risk Register Closed

		• Contract Performance Management - Contract performance confirmation and review for all contracts (time, cost, general performance) • Contract Stakeholder Management - Relevant stakeholders have been engaged in the finalising the contract close out report and lessons learnt communicated to relevant stakeholders • Contract documentation/records completeness has been checked and shortcoming actioned/recorded in close out report. Contract files retained in records management system/registry (CRMS) Y/N • Contract management arrangements and plans finalised?
Financial Case	**Works Completion Report** • Final Cost vs Budget achieved Note: all information presented and uploaded must align to SAP PPM / PS information	• Confirm CPX item number applicable to this project and ensure all information is up to date in PPM • Budget as per approved Project Execution Plan vs. actuals and reasons for any variance • Have future operational requirements (e.g. recurrent costs, including depreciation and customer charges) been considered and allowed for appropriately? • Has your finance manager in your department been engaged and signed/supported the Works Completion Report.
Project Management Case	**Works Completion Report** • As per sections listed • Planned vs Delivered Note: The Works Completion Report should also include information as requested in other cases	• The Works Completion Report has been finalised and approved by management Works Completion Report should include the following project management information; ◦ Project background ◦ Project objectives ◦ Scope: - Outputs alignment with outcomes - Outputs – planned vs. actual ◦ Confirmation of scope delivered – ready for handover ◦ Time Management: planned baseline vs. actual (Gantt) - Achieved milestone dates ◦ Cost Management: S-curve (cost vs. time) – planned vs. actual ◦ Report on contingency use ◦ Quality Management: quality assurance and control reports ◦ Stakeholders – confirmation of discussion with operation in preparation for handover ◦ Integration Management - Acceptance criteria for handover - Final change management - Decision log - Lessons learnt - Commissioning plan ◦ Risk Management - Populated and maintained in SAP PPM - Issue log
Technical / Engineering Case	**Works Completion Report** • Detail Designs • Operational and Maintenance plan completed • Quality management plan completed. Note: The Works Completion Report should also include information as requested in other cases	• The Works Completion Report has been updated with all sections and approved by management Works Completion Report must include the following technical information; ◦ Locality plan. ◦ Contract information. - Contract data & description. - Contractor and key personnel. - Sub-contractors and key personnel. - Service Provider, Employer's Agent and their key personnel.

		- Contract Manager and other key personnel from the Employer. - Original time for completion and actual duration of the Contract. - Practical Completion Certificates and lists of outstanding work. ◦ Financial Details. - Contract expenditure. - Final accounts, valuations and payment certificates at completion and at the end of the defects liability period. - Variation Orders. - Discussion on under/over expenditure. - Penalties. - Assessment of whether value for money was achieved. ◦ Contractor's performance - Final Project Schedule. - Claims & Disputes. - Management and Organisation. - Quality of work. - Plant and equipment - Additional Works - Problems experienced by Contractor. - Local labour & enterprises. - Environmental, Heritage, Occupational Health and Safety Compliance and Audits - Wayleaves and Permits to Work - General discussion on contractor's overall performance. - Early termination of a Contract (if applicable) ◦ Procurement. - CPG goals - EPWP information - Training. ◦ Photographic records. ◦ Record Drawings. - Schedule of Construction Drawings issued to Contractor. - Schedule of As-Build Drawings submitted to the Employer. ◦ Operation and Maintenance Manuals, critical spares lists, guarantees and warranties ◦ Commissioning plan (if required) ◦ CIDB registration and close-out completed ◦ Site records - Records of meetings, Instructions, Tests, Measurements, Climatic, Other

Commission & Close-Out

The Commission and Close-out stage focuses on ensuring that the project is handed over to the Directorate that will be responsible for the day-to-day operations of the project. It also ensures that the project is closed correctly and that all obligations under the project are fulfilled. This is documented in the Close-Out Report and archived accordingly.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Close-Out Report**	• Has the benefits monitoring commenced? • Is a benefits review required and date confirmed? (If applicable, confirmation of attendees for benefits review) • How has the strategic environment and context changed since initiation? How has (or will) the project respond and how will this impact on day-to-day operations?
Social / Economic Case	**Close-Out Report**	• Review & monitor strategic alignment Stage Gate
Procurement Case	**Close-Out Report**	• Confirmation that all procurements are closed
Commercial & Regulatory Case	**Close-Out Report**	• Confirmation that all regulatory and legislative requirements are closed out. • Confirmation that all contracts are closed. • Contract closure procedures completed. • Final amount due to the contractor is certified in terms of the contract. • Assessment of regulatory compliance lessons learnt and variances. • Assessment of contract delivery against contract project objectives, variances accounted for and lessons learnt.
Financial Case	**Close-Out Report** • Final Cost vs Budget achieved Note: all information presented and uploaded must align to SAP PPM / PS information	• All information is up to date in PPM • Budget as per approved Project Execution Plan vs. actuals and reasons for any variance • Have future operational requirements (e.g. recurrent costs, including depreciation and customer charges) been considered and allowed for appropriately? Are there any changes from pervious stage? • Has the asset completion form been completed and sent to the relevant person? • Completion of the Asset Creation form is required for the Asset to be capitalised and created within the Plant Maintenance environment. • SAP PS project closure confirmation.
Project Management Case	**Close-Out Report** • As per sections listed Note: The Close-Out Report should also include information as requested in other cases	• The Close-out Report has been finalised and approved by management Close-out Report should include the following project management information; ◦ Project background ◦ Project objectives ◦ Scope: - Outputs alignment with outcomes - Outputs – planned vs. actual ◦ Confirmation that scope was delivered to the requirements ◦ Time Management: planned baseline vs. actual (Gantt) - Achieved milestone dates ◦ Cost Management: S-curve (cost vs. time) – planned vs. actual ◦ Integration Management - Final change management - Decision log - Lessons learnt

		- Indexing and archiving of records confirmation ◦ Risk Management - All risks and issues closed out
Technical / Engineering Case	**Close-Out Report** • Final close-out report (incl. as-built drawings, O&M manuals and contract performance records) Note: The Close-Out Report should also include information as requested in other cases	• The Works Completion Report has been compiled with all sections and approved by management Close-out Report should include the following technical information; ◦ Locality plan. ◦ Contract information. - Contract data & description. - Contractor and key personnel. - Sub-contractors and key personnel. - Service Provider, Employer's Agent and their key personnel. - Contract Manager and other key personnel from the Employer. - Original time for completion and actual duration of the Contract. - Completion Certificates and lists of outstanding work. - List of defects. ◦ Financial Details. - Contract expenditure. - Final accounts, valuations and payment certificates at completion and at the end of the defects liability period. - Variation Orders. - Discussion on under/over expenditure. - Penalties. - Assessment of whether value for money was achieved. ◦ Procurement. - CPG goals - EPWP information - Training. ◦ Contractor's performance - Final Project Schedule. - Claims & Disputes. - Management and Organisation. - Quality of work. - Plant and equipment - Additional Works - Problems experienced by Contractor. - Local labour & enterprises. - Environmental, Heritage, Occupational Health and Safety Compliance and Audits - Wayleaves and Permits to Work - General discussion on contractor's overall performance. - Early termination of a Contract (if applicable) ◦ Photographic records. ◦ Record Drawings. - Schedule of Construction Drawings issued to Contractor. - Schedule of As-Build Drawings submitted to the Employer. ◦ Operation and Maintenance Manuals, critical spares lists, guarantees and warranties ◦ Commissioning plan (if required) ◦ CIDB registration and close-out completed ◦ Site records - Records of meetings, Instructions, Tests, Measurements, Climatic, Other ◦ Was the project completed successfully, given the S&S specifications incorporation and

		the updated work methodology? Were there any lessons learnt for future risk mitigation activities?

Benefits Review

The Benefits Review stage is a specific stage that focuses on outcomes - reviewing the outcomes realised from the projects. This Gate Review will typically take place 1 year after the Commission and Close-out Gate Review. The information will be documented in the Benefits Review Report.

CASE	DELIVERABLE	ITEMS
Strategic Case	**Benefits Review Report**	• Description of planned outcomes and how these are being tracked. • Focus on whether outcomes identified in the strategic case are being realised as expected. • What is being done to ensure planned outcomes are realised? • Have any corrective actions been identified? • If so, assign owners to each corrective active and agree on a due date for feedback on progress to resolve corrective action. • Formal feedback on "customer" satisfaction. • Lessons learnt during first year of operations and how these can be utilised to better plan future projects.
Social / Economic Case		
Procurement Case		
Commercial & Regulatory Case		
Financial Case		
Project Management Case		
Technical / Engineering Case		

C3.4.4 SAFETY AND SECURITY SPECIFICATIONS

The guarding requirements are informed by the Private Security Industry Regulatory Authority (PSIRA) security grades. The following grades may be required:

Security guard Grade A

- Main function is a commander with the following responsibilities:
  - Managing and supervising the security workforce
  - Conducting risk assessments and evaluations prior to site visits
  - Basic investigative skills
  - Problem solving
  - Designing security solutions
  - Drive a vehicle in the performance of his duties
  - Perform duties of a Grade B security guard

Security guard Grade B

- Main functions
  - Documentation and basic computer skills required.
  - Supervising, controlling, instructing, training Grade C or D guards.
  - Drive a vehicle in the performance of his duties.
  - Escorting of personnel.
  - Perform duties of a Grade C security guard.

Security guard Grade C (or referred to as armed response officer)

- Main functions
  - Drive a vehicle in the performance of his duties
  - Armed guarding
  - Escorting of personnel.
  - Supervision of lower grade security guards.
  - Perform duties of a Grade D security officer.

Security guard Grade D (or referred to as armed security officer)

- Main function is armed guarding

All security staff employed by the Service Provider for the purpose of protection must be PSIRA trained and registered with PSIRA. Proof of such registration must be made available to the Employer upon request.

All guards shall be issued with standard guarding equipment such as radios, identification, baton, torch, bullet-proof vests and/or all other incidentals. All personnel shall be PSIRA trained. Grades B, C and D to be Armed.

All guards will be paid per hour.

The security company must have the following transport available:

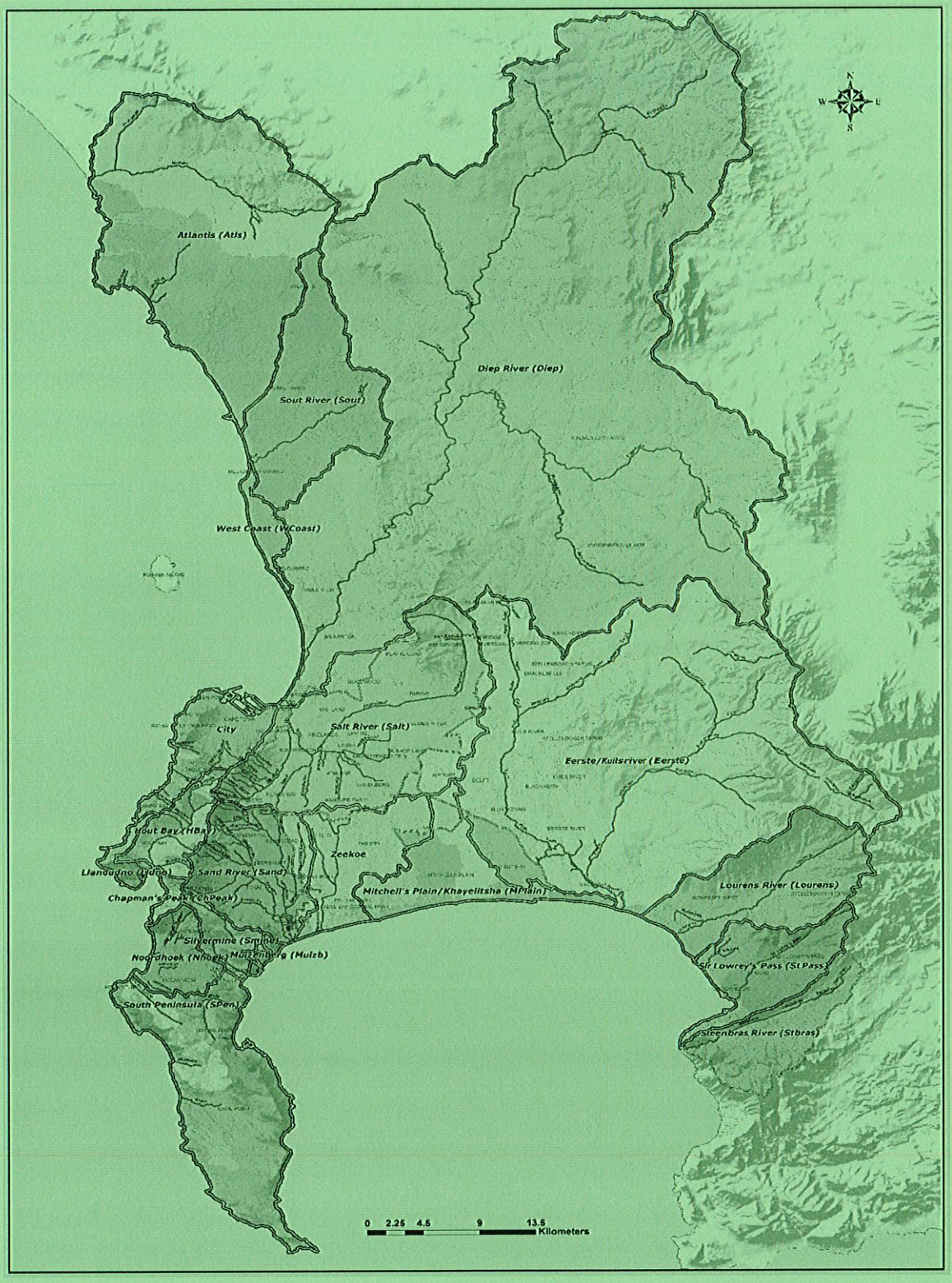
(a) SUV vehicle (min 130kW engine or greater)
(b) 4x4 automatic type (min 130kW engine or greater)

Part C4: Site Information

Pages

C4.1 Possible Locations of Works Projects:

1. Catchment and Stormwater Management Branch 209



POSSIBLE LOCATIONS OF WORKS PROJECTS
CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

Part C5: Returnable Documents

		Pages
C5.1	List of Returnable Documents	213
C5.2	Returnable Schedules	215 - 382

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

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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	215
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	217
3:	NOT APPLICABLE	
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	220
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	221
6:	CONFLICT OF INTEREST	224
7:	AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	225
8:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	226
9:	CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	227
10:	CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	228
11A:	NOT APPLICABLE	
11B:	NOT APPLICABLE	
11C:	NOT APPLICABLE	
11D:	NOT APPLICABLE	
12A:	NOT APPLICABLE	
12B:	KEY PERSONNEL: CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH	239
12C:	NOT APPLICABLE	
12D:	NOT APPLICABLE	
13:	SUPPORT RESOURCES	245
14:	PROFESSIONAL INDEMNITY INSURANCE	246
15A:	NOT APPLICABLE	
15B:	NOT APPLICABLE	
15C:	NOT APPLICABLE	
15D:	NOT APPLICABLE	
16:	NOT APPLICABLE	
17:	NOT APPLICABLE	
18:	NOT APPLICABLE	
19A:	NOT APPLICABLE	
19B:	SUPPORT PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL): CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH	363
19C:	NOT APPLICABLE	
19D:	NOT APPLICABLE	
20:	SCHEDULE OF SUB-CONTRACTORS / SUB-CONSULTANTS	372
21:	DEVIATIONS AND QUALIFICATIONS BY TENDERER	373
22:	RECORD OF ADDENDA TO TENDER DOCUMENTS	374
23:	NOT APPLICABLE	
24:	PREFERENCE SCHEDULE (where preferences are granted in respect of specific goal(s))	376 – 379
25:	BRANCH(ES) OF PREFERENCE	380
26:	NOT APPLICABLE	
27:	NOT APPLICABLE	

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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: ... LUKHOZI CONSULTING ENGINEERS
Physical address of Enterprise (Local Office): .....
[redacted]

Section 2: VAT registration number, if any: [redacted]

Section 2a: National Treasury Central Supplier Database registration number : [redacted]

Section 2b: SARS Tax Compliance Status PIN : [redacted]

Section 3: CIDB registration number, if any: ... N/A

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 .. N/A
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
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) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐Yes ☐No
c) Does the tenderer have any source of income in the Republic of South Africa?	☐Yes ☐No

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

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **52C/2025/26: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

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: LUKHOZI CONSULTING ENGINEERS 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[1] 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;

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

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.

[redacted]

Signature

2025/10/17
Date

[redacted]

Name

DIRECTOR
Position

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

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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? (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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
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? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.5.1	If so, furnish particulars:		

I, [redacted] , the undersigned,
(full name in block letters)

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

[redacted]
Signature

DIRECTOR
Position

2025/10/14
Date

LUKHOZI CONSULTING ENG
Name of Tenderer/Contractor

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN.

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[1], 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 of 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:.....Bukhozi Consulting Eng

3.2 Identity Number: .....N/A.....

3.3 Position occupied in the Company (director, trustee, shareholder[2]):....N/A.....

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. .....

.....

3.9 Have you been in the service of the state for the past twelve months? YES / (NO)

3.9.1 If yes, furnish particulars

.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / (NO)

3.10.1 If yes, furnish particulars.

……

……

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

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars……

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

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1 If yes, furnish particulars:

…… SEE ATTACHED ……

……

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

3.15.1 If yes, furnish particulars ……

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

3.16.1 If yes, furnish particulars ……

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

Full Name	Identity Number	State Employee Number
	SEE ATTACHED	

[redacted]

LUKHOZI

LUKHOZI CONSULTING ENGINEERS (PTY) LTD

Date : 15 November 2023

DECLARATION OF INTEREST : RELATED COMPANIES

On behalf of the Company, I hereby wish to declare that the following list of directors / shareholders of the company have interests in other related companies whether or not they are bidding for this contract, as shown on the table below :

NAME	POSITION IN LUKHOZI	ENTITY NAME	REGISTRATION NUMBER	POSITION HELD
[redacted]	Director & Shareholder	[redacted]	[redacted]	Director
	Director & Shareholder			Director
	Director & Shareholder			Member
	Director & Shareholder			Member
	Shareholder			Director

Should you have any queries, please do not hesitate to contact the undersigned.

Yours faithfully

[redacted]

2023/11/15

[redacted]

DIRECTOR
for **LUKHOZI CONSULTING ENGINEERS (PTY) LTD**

LUKHOZI

DETAILS OF SHAREHOLDERS

Full Name	Identity Number	Personal Income Tax Reference Number	Lukhozi Employee Number
[redacted]			

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.
The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

[redacted]
Signature

2025/10/17
Date

[redacted]
Name (PRINT)
(For and on behalf of the tenderer, duly authorised)

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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:

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:

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

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

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

[redacted]

Signature
Print name
On behalf of the tenderer (duly authorised)
KUKHOZI CONSULTING ENG

2025/10/17
Date

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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: LUKHOZI CONSULTING ENGINEERS
(Name of tenderer)

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

b) therefore, hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical **Business** address of the Tenderer	Municipal Account number(s)
[redacted]	[redacted] (SEE ATTACHED)

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)
	SEE ATTACHED		

[redacted]

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

2025/10/17
Date

SHAREHOLDERS DETAILS

Director/Shareholder/Partner	Physical Residential Address	Identity Number	Municipal Account Number
[redacted]			

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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: [redacted] . . .

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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

CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
Lukhozi Consulting Engineers	Yes	[redacted]

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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
SEE ATTACHED FOR COMPLETE LIST OF SIMILAR PROJECTS FOR THE CSRM AND RETICULATION BRANCHES (8 PAGES ATTACHED)				

SIGNED ON BEHALF OF TENDERER: [redacted]

CATCHMENT STORMWATER AND RIVER MANAGEMENT

ProjectName	ShortDescription	Category	ContractValue	StartDate	EndDate	Escalated Contract Value
Lofdale Church Fee Estimate	Investigation of stormwater management and concept design	Stormwater	R5 000.00	27-Sept-23	30-Oct-23	R5 017.76
Floodline Determination	Gonubie Restidential Development Floodline Determination	Stormwater	R35 000.00	25-Mar-21	23-Aug-22	R36 995.43
Plattekloof, Wingfield and Goodwood Stormwater Master Plan	Plattekloof, Wingfield and Goodwood Stormwater Master Plan	Stormwater	R50 000.00	07-Jan-25	06-Jan-26	R51 994.41
Witsands Stormwater Upgrades	Witsands Stormwater Upgrades	Stormwater	R50 000.00	05-Jan-25	06-Jan-26	R52 005.59
Southfield Canal Rehabilitation	Southfield Canal Rehabilitation for collapsed sections	Stormwater	R50 000.00	21-Oct-24	30-Apr-25	R51 036.79
Hydrological Rating Curves	DEVELOP HYDROLOGICAL RATING CURVES for HYDROLOGICAL FLOW MONITORING STATIONS	Stormwater	R50 000.00	14-Mar-24	30-Jun-25	R52 606.98
Stormwater Management Report	Gonubie Restidential Development Stormwater Management Report	Stormwater	R80 000.00	25-Mar-21	23-Aug-22	R84 560.98
Hydrologic and Hydraulic Assessment of Two Culverts	Hydrologic and Hydraulic Assessment of Two Culverts	Stormwater	R99 500.00	12-Jan-24	06-Jun-25	R105 116.22
Imhoff Farm Stormwater Master Plan	Local Stormwater Master Plan	Stormwater	R148 630.00	26-May-25	30-Aug-25	R150 171.14
Oude Molen Stormwater Master Plan	Local Stormwater Management Plan	Stormwater	R159 217.00	01-Feb-25	28-Dec-25	R164 964.10
Encroachment Study	PHASE 1A REPORT DESKTOP STUDY: CITY-WIDE STUDY ON THE IMPACT OF ENCROACHMENT ON STORMWATER INFRASTRUCTURE	Stormwater	R210 000.00	04-May-22	30-Jul-22	R211 972.39
Addo Packhouse Stormwater	Addo Packhouse Stormwater Drainage for Proposed Packhouse Extension	Stormwater	R300 000.00	14-May-21	16-Nov-22	R318 298.50
Driftsands Dam Break Analysis.	Dam Break Analysis (Flooding downstream)	Stormwater	R303 530.00	01-Apr-23	01-Jun-23	R305 526.08
Health and Safety Services for Hydrological Monitoring (Stellenbosch).	Carry out the work required as a Construction Health and Safety Agent for maintenance work to Hydrological Monitoring Stations in Stellenbosch	Stormwater	R459 970.00	25-Mar-24	28-Jun-24	R464 689.48
Stormwater Diversion Study	City Wide Stormwater to Sewer Diversion Study	Stormwater	R500 000.00	04-May-22	30-Jul-22	R504 696.17
Routine Dam Safety Inspections	Routine Dam Safety Inspections at various Stormwater Dams	Stormwater	R687 441.00	01-Apr-22	01-Dec-25	R793 905.45
Tafelsig River Canyon Stormwater Masterplan	Tafelsig River Canyon Stormwater Masterplan and River Corridor Plan	Stormwater	R858 500.00	01-Apr-22	31-Oct-22	R878 375.68
Manenberg Detention Ponds	Manenberg Detention Ponds	Stormwater	R1 000 000.00	18-Aug-22	30-Jun-23	R1 034 538.53
OHS Services for Hydrological Monitoring	OHS Services for Hydrological Monitoring	Stormwater	R1 000 000.00	01-Feb-23	28-Jun-23	R1 015 921.15
Kraaifontein Stormwater Master Plan	Kraaifontein High Level Stormwater Masterplan (No Construction)	Stormwater	R1 279 000.00	01-Sept-22	30-Jun-23	R1 321 185.76
ACSA Stormwater Master Plan Extension	ACSA, Uitsig and Bonteheuwel Stormwater Master Plan Extension	Stormwater	R1 500 000.00	20-Jun-24	28-Oct-25	R1 581 944.59
Grootboschkloof River Corridor Plan.	Liveable Urban Waterways Project in the Sand River Catchment:	Stormwater	R1 600 000.00	26-Mar-22	30-Mar-22	R1 600 687.85
West Lake River Corridor Plan	Liveable Urban Waterways Project in the Sand River Catchment: West Lake River Corridor Plan and Public Space Enhancement	Stormwater	R1 600 000.00	26-Mar-22	31-Jan-23	R1 654 372.57
Rehabilitation of the Sand Langevlei Canals Confluence	Liveable Urban Waterways Project in the Sand River Catchment: Rehabilitation of the Sand and Langevlei Canals Confluence	Stormwater	R1 600 000.00	26-Mar-22	31-Jan-23	R1 654 372.57
Keyser River Corridor Plan.	Liveable Urban Waterways Project in the Sand River Catchment: Keyser River Corridor Plan and Public Space Enhancement	Stormwater	R1 700 000.00	26-Mar-22	31-Jan-23	R1 757 770.86
Upper Mosselbank Stormwater Master Plan	Upper Mosselbank High Level Stormwater Masterplan (No Construction)	Stormwater	R1 727 000.00	01-Sept-22	30-Jun-23	R1 783 962.31

ProjectName	ShortDescription	Category	ContractValue	StartDate	EndDate	Escalated Contract Value
Soet River Canals	Covering of Canals Vunerable to Pollution in City wide Cathcments	Stormwater	R1 950 000.00	27-Mar-24	30-Jun-25	R2 048 808.11
Upgrade of Manenberg Canal	Upgrade of the Existing Stormwater Canal, Manenburg	Stormwater	R2 000 000.00	05-Apr-22	07-Jan-26	R2 317 946.20
Spaanschemat Prinskasteel River Corridor Plan	Liveable Urban Waterways Project in the Sand River Corridor Plan	Stormwater	R2 000 000.00	03-Apr-23	30-Jun-24	R2 099 987.31
Spaanschemat Prinskasteel River Corridor Plan	Liveable Urban Waterways Project in the Sand River Catchment: Spaanschemat and Prinskasteel River Corridor Plan and Public Space Enhancement	Stormwater	R2 000 000.00	26-Mar-22	31-Jan-23	R2 067 965.71
Adhoc Stormwater Design and Implementation	Adhoc Stormwater Design and Implementation	Stormwater	R2 050 000.00	05-May-25	28-Jan-27	R2 194 289.23
Dunoon and Doornbach Stormwater Master Plan	Stormwater Master Plan	Stormwater	R2 700 000.00	14-Aug-23	30-Apr-25	R2 887 556.17
Encroachment Study : Uninvaded CSRM Assets	Study on the impact of encroachment of CSRM Assets	Stormwater	R2 700 000.00	03-Jun-23	01-Dec-25	R2 977 993.73
Rehabilitation of the Sand and Langevlei Canals	Liveable Urban Waterwaysproject in the Sand River Catchment: Rehabilitation of the Sand and Langevlei Canals	Stormwater	R2 900 000.00	03-Apr-23	30-Jun-26	R3 293 452.09
Keyser River Corridor Plan	Liveable Urban Waterways Project in the Sand River Catchment: Keyser River Corridor Plan	Stormwater	R3 000 000.00	03-Apr-23	23-Sept-23	R3 056 290.21
Westlake River Corridor Plan	Liveable Urban Waterways Projectin the Sand River Catchment: Westlake River Corridor Plan	Stormwater	R3 000 000.00	03-Apr-23	23-Sept-23	R3 056 290.21
Houtbay Comprehensive Study	Hout Bay Cathment Pollution Abatement Comprehensive Study	Stormwater	R3 200 000.00	02-Feb-22	30-Jun-23	R3 381 348.91
Witsands Stormwater Master Plan	Stormwater Master Plan	Stormwater	R4 000 000.00	01-Dec-23	29-Nov-25	R4 325 935.14
Geelsloot Ponds	Upgrade of the Geelsloot Ponds	Stormwater	R4 047 385.00	04-May-22	12-Oct-29	R5 420 190.64
ACSA Stormwater Master Plan	Uitsig Bonteheuwel and ACSA High Level Stormwater Masterplan (No Construction)	Stormwater	R4 235 000.00	01-Sept-22	30-Jun-23	R4 374 684.66
Upgrade of Vygekraal River Banks (Phase 2)	Professional Services for the upgrade of the Vygekraal (Phase 2), Athlone	Stormwater	R4 500 000.00	05-Apr-22	30-Nov-25	R5 194 126.66
Upgrade of Vygieskraal River Bank Phase 1	Upgrade of Vygieskraal River Bank Phase 1	Stormwater	R6 500 000.00	20-Dec-21	01-Aug-24	R7 202 446.47
Upper Elsieskraal River Corridor Plan	Upper Elsieskraal River Corridor Plan	Stormwater	R8 000 000.00	10-Jan-23	10-Jan-26	R8 999 879.02
Stormwater Master Plan Atlantis SEZ : Erf 277	Stormwater Master Plan	Stormwater	R10 000 000.00	01-Jul-24	31-Dec-24	R10 198 586.95
Van Riebeeck Gardens and Camphersdrift	Van Riebeeck Gardens and Camphersdrift stormwater erosion repairs to river	Stormwater	R14 230 000.00	05-May-23	30-Oct-25	R15 690 071.22
Milky Way Pond planning	Rehabilitation of Diep River - Milky Way Pond	Stormwater	R18 363 000.00	04-Feb-22	30-Jun-22	R18 653 355.62
Milky Way Pond implementation	Upgrade of the Erica Road Milnerton storm water outfall system	Stormwater	R18 363 600.00	01-Aug-23	30-Jun-28	R22 270 220.67
Zandvlei Canal	Upgrade of the Zandvlei Outlet Canal	Stormwater	R30 060 000.00	01-Apr-22	30-Jun-28	R38 413 364.47
Stormwater Dams	Upgrade Works at various Stormwater Dams in City of Cape Town	Stormwater	R42 857 405.00	01-Nov-21	01-Jun-27	R53 349 772.42
Lourens River Phase 1J	Professional Services for the Lourens River Flood Alleviation Measures Phase 1J	Stormwater	R50 000 000.00	12-May-22	01-Nov-25	R57 304 671.21
Hout Bay Stormwater Master Plan	Flood Study	Stormwater	R50 000 000.00	13-Feb-24	30-Jun-26	R54 887 908.86
Bayside Canal	Professional Services for the upgrade of Bayside Canal	Stormwater	R90 000 000.00	16-Aug-22	01-Jul-26	R104 779 390.03
Upgrade of Sir Lowry Pass River	Upgrade of Sir Lowry Pass River	Stormwater	R292 395 526.00	01-Dec-21	01-Jun-27	R362 808 474.35
Macassar River Corridor Plan	Flood Mititgation Measures for the Macassar River Corridor	Stormwater	R300 000 000.00	06-May-22	01-Oct-26	R356 621 849.24

ProjectName	ShortDescription	Category	ContractValue	StartDate	EndDate	Escalated Contract Value
Lourens River Phase 2	Lourens River Flood Alleviation Scheme Phase 2	Stormwater	R900 000 000.00	21-Jun-22	01-Oct-26	R1 064 590 374.02

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 12B: KEY PERSONNEL: CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

The tenderer is referred to Clause C.2.1.4.2 of the Tender Data and shall insert in the spaces provided below a list 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. Copies of all applicable signed undertakings from specialist consultants/firms having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of sub-consultant agreements must be attached to this Schedule. The details of the proposed key personnel must be provided. Different individuals must be identified for each of the key personnel listed below. A corresponding registration certificate from the applicable professional body must be attached to the schedule proving the nominated personnel has a membership that is active and in good standing (which must remain valid during the evaluation process).

Note: [##] = this resource may also be an Engineer (PrEng).

RESOURCE	FIRST NAME & SURNAME	INITIAL QUALIFICATION AND DATE	NUMBER OF YEARS POSTGRADUATE EXPERIENCE (Year / Months)	ASSOCIATION AND PROFESSIONAL REGISTRATION AND No.	EMPLOYER (COMPANY)
Civil Engineer (PrEng)	[redacted]	BEng Civil 2000/12/08	24Y / 11m	[redacted]	LUKHOZI CONSULTING ENGINEERS
Civil Technologist (PrTechEng) [##]		N. Dip 2014/07/11	11Y / 4m		LUKHOZI CONSULTING ENGINEERS
Structural Engineer (PrEng)		BEng Civil 2003/12/05	~~22~~ 21Y/11m		LUKHOZI CONSULTING ENGINEERS
Structural Technologist (PrTechEng) [##]		NTC 4 1981/12/01	43Y / 11m		LUKHOZI CONSULTING ENGINEERS
Environmental Assessment Practitioner (EAPASA Registered)		BCOM (Hon) 2008/09/20	17Y / 2m		LUKHOZI CONSULTING ENGINEERS

Hydraulic Engineer "H3" #1 (PrEng)	[redacted]	B.Eng (Civil) 2014/04/01	11Y/7M	[redacted]	[redacted]
Hydraulic Engineer "H3" #2 (PrTechEng)		N. Dip 1999/03/25	25Y/8M		LUKHOZI CONSULTING ENGINEERS
Dam Safety Specialist (PrEng / PrTechEng)		BEng (Civil) 2003/04/07	22Y/7M		[redacted]
Landscape Architect (PrLArch)		MLA 2010/12/15	14Y/11M		
Freshwater Ecologist (PrSciNat)		PhD 1998/12/07	26Y/11M		

[##] A Professional Engineer (PrEng) can be nominated instead of a Professional Technologist (PrTechEng).

Number of sheets appended by the tenderer to this Schedule 46 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted] .....

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 13: SUPPORT RESOURCES

The tenderer shall state below what 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. **Refer to C3.2.17 of Part C.32**: Framework Scope for details.

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

SIGNED ON BEHALF OF TENDERER :.....[redacted].....

DISCIPLINE: CIVIL, STRUCTURAL LECTRICAL, MECHANICAL AND ENVI ONMENTAL SERVICES

SUPPORT RESOURCES / SOFTWARE PACKAGE

NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED / LICENCED OR OTHER
Autodesk Construction Cloud Build	Unified Construction Management Software	Licenced
Autodesk Construction Cloud Docs	Construction Software Build Collaboration	Licenced
Microsoft Projects	Planning and Programming Tool	Owned
Autodesk Revit	Mechanical Design Package	Licenced
Revit Structures	Autodesk BIMM Software	Licenced
Teams App	Business Communication	Licenced
Task By Planner	Manage Project and workflow	Licenced
BIM 360	Construction Management Software	Licenced
Microsoft Office	Excel, Word, Outlook etc	Owned
CBI^2	Workflow Integration, Design Verification, Design to Quote and Value Add	Licenced
Relux Office Suite CBI^2	Comprehensive Planning Software	Licenced
Civilsoft Bill	Compilation of Schedule of Quantities	Owned
Caddle 9,11,12,14	Drafting and Design Tool	Licenced
AutoCAD Lt	Drafting and Design Tool	Licenced
Ally CAD	Drafting and Design Tool	Licenced
HecRas	Hygrological Modelling Software	Owned
SWMM	Hygrological Modelling Software	Owned

Product		Version	Licensed No of users, or Dongles, or Free
ALL SOFTWARE IS LICENCED			
Operating System			
Microsoft Windows		XP Pro SP3	9
		Win 7	34
		Win 10	4
Ubuntu (Linux)		All	Free
Office Software			
Microsoft Office		2000	1
		2007	4
		2010	8
		2013	20
		2016	4
Microsoft Project		2000	1
		2007/2010	3
Corel Office Suite		2000 (9)	1
		12	2
		X 3	2
Open Office		All	Free
Libre Office		All	Free
Email Client		Outlook	38
		Thunderbird	Free
		Other	Free
Internet Browser		Internet Explorer	Free
		Firefox	Free
		Chrome	Free
		Other	Free
Design Software			
Caddie Windows		9.1	14
		11 - 16	
AutoCAD Civil 3D		All	6
Civil Designer 6.5		All	6
Civil Designer 2011		All	8
Model Maker		All	2
Road Maker		All	1
Pipe Maker		All	1
Civil Suite		All	1
MasterSeries		All	1
ArcMap		9.x	1
Bill (Civilsoft)		All	10
Utility Programs for Drainage			1
Utility Software			
Archiving	Winzip	All	0
	7-Zip	All	Free
PDFCreator		All	Free
PDF Viewer	Acrobat Reader	All	Free
	Foxit Reader	All	Free
Antivirus	AVG Business	All	20
	MS Security Ess.	All	Free
	Kaspersky	All	15
	Other	All	Free
Administration Software			
Pastel Accounting		All	1
Pastel Payroll		All	2
WinFax Pro		10	1
HSD		2004	1
Attendance Management		2007	1
MS Exchange Server UAL		All	50
MSA Exchange Server		All	1
MySQL Database		All	Free
Apache Webserver		All	Free
Server Antivirus		All	Free

Dongle Number	Description	Currently Owned/Licenced or Other
[redacted]	Model Maker - Network Dongle	Owned
	MasterSeries	Owned
	Civil Designer - Network Dongle	Owned
	Civil Designer	Owned
	Caddie Dongle 1	Owned
	Caddie Dongle 2	Owned
	Caddie Dongle 3	Owned
	Caddie Dongle 4	Owned
	Caddie Dongle 5	Owned
	Caddie Dongle 6	Owned
	Caddie Dongle 7	Owned
	Caddie Dongle 8	Owned
	Caddie Dongle 9	Owned
	Caddie Dongle 10	Owned
	Caddie Dongle 11	Owned
	Caddie Dongle 12	Owned
	Caddie Dongle 13	Owned
	Caddie Dongle 14	Owned
	Caddie Dongle 15	Owned
	TECHNoCAD - RoadMate	Owned
	TECHNoCAD - PipeMate	Owned
	TECHNoCAD - SurfMate	Owned

Lukhozi Consulting Engineers (Pty) Ltd

Asset No	CPU	RAM	Main Hard Drive	Other Hard Drive	Optical Drive	Video Adapter	Currently Owned/Licenced or Other
[redacted]	Pentium III 533MHz	128Mb PC133	20GB (Seagate 3.5")	40GB (Serial ATA)	CD-ROM (56x)	Intel 82815	Owned
	Pentium III 1.6GHz	256Mb PC133	20GB (Seagate 3.5")	None	CD-ROM (56x)	VIA Tech VT8361	Owned
	Pentium 4 2.80GHz	512Mb PC266	160GB (Serial ATA)	160GB (Serial ATA)	CD-ROM (56x)	SIS 661FX	Owned
	Pentium 4 2.80GHz	1GB PC266	80GB (Seagate 3.5")	None	CD-ROM (56x)	NVIDIA GEForce FX5200	Owned
	Pentium 4 3.2 GHz	2GB PC2 533	80GB (Serial ATA)	None	DVD/CD-RW Combo	NVIDIA GEForce 6600 LE	Owned
	Pentium 4 3.2 GHz	1GB PC2 533	80GB (Serial ATA)	None	DVD/CD-RW Combo	NVIDIA GEForce 6600 LE	Owned
	Pentium 4 3.2 GHz	4GB PC2 667	80GB (Serial ATA)	None	DVD/CD-RW Combo	NVIDIA GEForce 6600 LE	Owned
	Pentium 4 3.2 GHz	1GB PC2 533	80GB (Serial ATA)	None	DVD/CD-RW Combo	NVIDIA GEForce 6600 LE	Owned
	Pentium 4 3.4 GHz	2GB PC2 533	80GB (Serial ATA)	None	DVD/CD-RW Combo	Intel 82545G	Owned
	Core 2 Quad 2.4 GHz	2GB PC800	80GB (Serial ATA)	400GB (Serial ATA)	DVD/W Super-Multi	NVIDIA GEForce 8600(512)	Owned
	Core 2 Quad 2.4 GHz	1GB PC800	80GB (Serial ATA)	None	DVD/W Super-Multi	Radeon HD 2400 (256)	Owned
	Core 2 Quad 2.4 GHz	2GB PC800	160GB (Serial ATA)	None	DVD/W Super-Multi	Intel Q965/3 Express	Owned
	Core 2 Quad 2.4 GHz	4GB PC800	160GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 8600(512)	Owned
	Core 2 Quad 2.4 GHz	4GB PC800	160GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON HD (512)	Owned
	Core 2 Duo 2.2 GHz	2GB PC800	160GB (Serial ATA)	None	DVD/W Super-Multi	Intel Q965/3 Express	Owned
	Pentium Dual 2.16 GHz	2GB PC800	160GB (2.5")	None	DVD/W Super-Multi	Mobile Intel Express	Owned
	Core 2 Quad 2.66 GHz	4GB PC800	250GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON HD (512)	Owned
	Core 2 Quad 2.66 GHz	4GB PC800	250GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON HD (512)	Owned
	Core 2 Quad 2.66 GHz	4GB PC800	250GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON HD (512)	Owned
	Core i5-650 3.20 GHz	4GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 9600 (1G)	Owned
	Core i7-720Q 1.6GHz	4GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON 4570 (512)	Owned
				None			Owned
	Pentium 4 2.2 GHz	640MB PC266	80GB (Serial ATA)	None	DVD/W Super-Multi	SiS964	Owned
				None			Owned
				None			Owned
	Dual Core E5400	2GB PC1333	1TB (Serial ATA)	None	DVD/W Super-Multi	Intel G41 Express	Owned
	Core i7-650 3.20 GHz	2GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 210 (1G)	Owned
	Core i5-650 3.20 GHz	2GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 210 (1G)	Owned
	Core i5-650 3.20 GHz	2GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 210 (1G)	Owned
	Core i5-650 3.20 GHz	2GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	Intel G41 Express	Owned
	Core i7-650 3.20 GHz	4GB PC1333	1TB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 550 (1G)	Owned
	Core i7-2600 3.80 GHz	8GB PC1333	1TB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 220 (1G)	Owned
	Core i5-2400 3.40 GHz	8GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	ATI RADEON 5427 (1G)	Owned
	Core i3-2100 2.10 GHz	4GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	Intel G41 Express	Owned
	Core i5-2400 3.40 GHz	8GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 520 (1G)	Owned
	Core i5-2400 3.40 GHz	8GB PC1333	500GB (Serial ATA)	None	DVD/W Super-Multi	NVIDIA GEForce 520 (1G)	Owned
				None	DVD/W Super-Multi		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i5-2400 3.40 GHz	8GB PC1333	750GB (Serial ATA)	None	DVD/W Super-Multi		Owned
	AMD Turion(tm) II	2GB DDR3	250GB (Serial ATA)	3 x 3TB WD (Serial ATA)	None	Radeon HD 4225/4250	Owned
	AMD Turion(tm) II	8GB PC1333	250GB (Serial ATA)	3 x 2TB WD (Serial ATA)	None	Radeon HD 4225/4250	Owned
				None			Owned
				None			Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Celeron Dual core	4GB DDR3	500GB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	None		Owned
	Core i7-3400 3.80 GHz	16GB DDR3	1TB (Serial ATA)	None	None		Owned
	Celeron Dual core	4GB DDR3	500GB (Serial ATA)	None	None		Owned
	Celeron Dual core	4GB DDR3	500GB (Serial ATA)	None	None		Owned
							Owned
		16GB DDR3	1TB (Serial ATA)	None	None		Owned
		16GB DDR3	1TB (Serial ATA)	None	None		Owned
	Celeron Dual core	4GB DDR3	500GB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i5-4590 3.30 GHz	8GB DDR3	500GB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i5-4590 3.30 GHz	8GB DDR3	500GB (Serial ATA)	None	DVD/W Super-Multi		Owned
	Core i5-4590 3.30 GHz	8GB DDR3	500GB (Serial ATA)	None	DVD/W Super-Multi		Owned

List of Other Equipment Lukhozi Consulting Engineers (Pty) Ltd

Asset No	Make	Model	Description	Currently Owned/Licenced or Other
[redacted]	Philips	[redacted]	Data Projector	Owned
	Canon		Inkjet Printer with CD Printing	Owned
	Hewlett Packard		Colour A0 Plotter	Owned
	Canon		Colour A0 Plotter	Owned
	Konica Minolta		Colour Digital Copier/Printer	Owned
	ITEC		High Volume Colour Copier/Printer	Owned
	ITEC		Black Digital Copier/Printer	Owned
	Canon		Black Printer	Owned

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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
LUKHOZI CONSULTING ENGINEERS	[redacted]	[redacted]

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

Tel: [redacted]
Fax:

29 July 2025

To whom it may concern

This serves to confirm that Built Environment Professional Indemnity and Liability Insurance insurance cover has been placed as follows:

Insurer: [redacted]

Underwriting Manager:

Insured Entities: Lukhozi Consulting Engineers (Pty) Ltd
[redacted]

Policy Number: [redacted]

Policy Period: 01 August 2025 - 31 July 2026 (both days inclusive)

Retroactive Date: 26 June 1992

Limit: R 20,000,000 for **Any One Claim** and in total for the **Policy Period**

Deductible: [redacted]

Limit Reinstatements: Any One Claim

Extensions:

Name	Limit	Deductible
Cyber Third Party	[redacted] in the Annual Aggregate but not more than MAIN Limit Chosen	MAIN deductible chosen/minimum [redacted] of the loss whichever is greater
Data and Information Costs	[redacted] per Incident but not more than	R[redacted] per Incident

[redacted]

[redacted]

Tel:
Fax:

[redacted]

	MAIN Limit Chosen	
Fee Recovery	[redacted]	
FG Third Party Money and Property		
FG Your Money and Property		
Public and General Liability		
Regulatory Enquiry Expenses		
Statutory Defence Costs		

The above is subject to the Terms, Conditions & Exclusions of the policy as well as payment of the premium.

We trust you find this to be in order. Should you have any further queries, please do not hesitate to contact us.

Kind Regards

[redacted]

[redacted]

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 19B: SUPPORT PERSONNEL SCHEDULE: CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH (FOR INFORMATION PURPOSES ONLY)

As per clause C3.2.19.3 of Part C3.2: Framework Scope, the tenderer is requested to provide, in the spaces below, details of the Support personnel required to perform the work on the Works Projects.

Different individuals must be identified for each of the Support personnel listed. The Service Provider may propose to use the same Support personnel for different branches when tendering to provide multidisciplinary professional services for more than one branch.

SERVICE / RESOURCE	FIRST NAME & SURNAME	QUALIFICATION AND DATE	AREA(S) OF EXPERTISE (with years of experience, where applicable)	TOTAL YEARS OF EXPERIENCE	EMPLOYER/ COMPANY
Civil Engineering Services	[redacted]	B.ENG(Civil) 1997/03/25	CIVIL ENGINEERING RELATED TO STORMWATER, ROADS, WATER AND SEWERS	28	LUKHOZI CONSULTING ENGINEERS
		B.ENG(Civil) 1977/03/30	CIVIL ENGINEERING RELATED TO STORMWATER, ROADS, WATER AND SEWERS	48	LUKHOZI CONSULTING ENGINEERS
Structural Engineering Services		B.Tech (Civil) 2022/01/01	STRUCTURAL ENGINEERING	[redacted]9	LUKHOZI CONSULTING ENGINEERS
		B.Tech (Structural) 2021/03/19	STRUCTURAL ENGINEERING	7	LUKHOZI CONSULTING ENGINEERS
Mechanical Engineering Services		B.Sc(Mech) 2013/06/06	MECHANICAL ENGINEERING	12	LUKHOZI CONSULTING ENGINEERS
		N.Dip(Mech) 2016/04/15	MECHANICAL ENGINEERING	10	LUKHOZI CONSULTING ENGINEERS

SERVICE / RESOURCE	FIRST NAME & SURNAME	QUALIFICATION AND DATE	AREA(S) OF EXPERTISE (with years of experience, where applicable)	TOTAL YEARS OF EXPERIENCE	EMPLOYER/ COMPANY
Electrical Engineering Services	[redacted]	B.Eng (Elec) 2018/12/07	ELECTRICAL ENGINEERING	14	LUKHOZI CONSULTING & ENGINEERS
		B.Eng (Mechatronics) 2024/03/14	ELECTRICAL ENGINEERING	2	LUKHOZI CONSULTING ENGINEERS
Quantity Surveying Services		Pr Q.S 1993	QUANTITY SURVEYING	30	[redacted]
		N.Dip (QS) 2015	QUANTITY SURVEYING	10	
Architectural Services		M.Arch 2020	ARCHITECTURAL SERVICES	5	
		N.Dip Arch 2020	ARCHITECTURAL SERVICES	21	
Coastal Engineer (Category C1)		M.Sc (Eng) 2012	COASTAL ENGINEERING AND COASTAL MODELLING	12	
CAD Operator/ Draughting personnel		MDOP 2019/12/01	CIVIL, STRUCTURAL, MECHANICAL & ELECTRICAL	6	LUKHOZI CONSULTING ENGINEERS
		ARCH. TECH. NC 2023/05/03	MECHANICAL & ELECTRICAL DRAUGHTING	2	LUKHOZI CONSULTING ENGINEERS
GIS Technician		BA Hons GIS 2006	GIS, GEOMATICS, MAPPING	18	[redacted]

OTHER SUPPORT PERSONNEL (OPTIONAL):

RESOURCE	FIRST NAME & SURNAME	QUALIFICATION AND DATE	AREA(S) OF EXPERTISE (with years of experience, where applicable)	TOTAL YEARS OF EXPERIENCE	EMPLOYER/ COMPANY

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 20: SCHEDULE OF SUB-CONTRACTORS / SUB-CONSULTANTS

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)
	SEE ATTACHED	

Number of sheets appended by the tenderer to this Schedule 4 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: . . . . . [redacted] . . . . . .

CATCHMENT STORMWATER AND RIVER MANAGEMENT BRANCH

SUB-CONSULTANTS

1. [redacted]
2.
3.
4.

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 21: DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any deviations or qualifications he may 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
	NIL	

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

SIGNED ON BEHALF OF TENDERER: ... [redacted] .....

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

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.	2025/10/09	NOTICE TO TENDERERS NO. 1
2.	2025/10/17	NOTICE TO TENDERERS NO. 2
3.	2025/10/23	NOTICE TO TENDERERS NO. 3
4.	2025/11/07	NOTICE TO TENDERERS NO. 4
5.	2025/11/11	NOTICE TO TENDERERS NO. 5
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

9 October 2025

NOTICE TO TENDERERS NO. 1

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum must be signed by the tenderer and attached and/or included with the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following attachments:

1) Presentation presented at the Clarification Meeting on 30 September 2025

2) Questions raised before the Clarification Meeting (also addressed in the Clarification Meeting Presentation) - see Annexure A

3) Questions raised at the Clarification Meeting - see Annexure B

4) Questions raised after the Clarification Meeting (up to COB on 6 October 2025) - see Annexure C

5) Amendments to pages and Additional pages are shown in the table below. The changes are shown in the document in red font. See Annexure D for the replacement pages (**33 pages**).

6) Updated Schedules of Rates - **version 2** (electronic version)

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
14	14(R)		C.2.1.4.4 Minimum score for functionality - amended
25	25(R)		C.2.1.4.4 Minimum score for functionality B Catchment, Stormwater & River Management Branch - Criterion 1 – amended
39	39(R)		C.2.1.4.4 Minimum score for functionality D Wastewater Treatment Branch - Criterion 15 – amended
48	48(R)		C.3.11.4 Risk Analysis - Determination of low rates - amended
PART C1: CONTRACT AGREEMENTS & CONTRACT DATA			
91	91(R)		Clause 3.16 Price adjustment for inflation
PART C2: PRICING DATA			
112	112(R)		C2.1 Pricing Assumptions - Items 30, 31 amended
119	119(R)		Schedule 1: Notes B50 to B54 added
Additional page		119A	Schedule 1: Notes B55 to B60 added
120	120(R)		Schedule 1.1: Items 1.1.6 to 1.1.8 - 2 items amended, and 1 additional item added Items renumbered
121	121(R)		Schedule 1.1: Items renumbered
122	122(R)		Schedule 1.1: Items renumbered
124	124(R)		Schedule 1.2: Item 1.2.27 amended Items 1.2.41 to 1.2.48 added
129	129(R)		Schedule 2: Notes C27 to C29 added
130	130(R)		Schedule 2.1: Items 2.1.6 to 2.1.8 - 2 items amended, and 1 additional item added Items renumbered
131	131(R)		Schedule 2.1: Items renumbered
132	132(R)		Schedule 2.2: Item 2.2.21 amended
137	137(R)		Schedule 3: Notes R22 to R27 added
Additional page		137A	Schedule 3: Notes R28 and R29 added
138	138(R)		Schedule 3.1: Items 3.1.6 to 3.1.9 – 2 items amended, and 2 additional items added Items renumbered
139	139(R)		Schedule 3.1: Items renumbered
140	140(R)		Schedule 3.2: Item 3.2.17 amended Items 3.2.22 to 3.2.26 added
146	146(R)		Schedule 4: Note W31 added
Additional page		146A	Schedule 4: Notes W32 to W34 added
147	147(R)		Schedule 4.1: Items 4.1.6 to 4.1.8 - 2 items amended, and 1 additional item added Items renumbered

148	148(R)		Schedule 4.1: Items renumbered
149	149(R)		Schedule 4.1: Items renumbered
150	150(R)		Schedule 4.2: Item 4.2.19 amended
151	151(R)		Schedule 4.2: Item 4.2.29 added
PART C3: SCOPE OF WORK			
158	158(R)		C3.2.2 Details of Framework Arrangement Estimated professional fees - amended
167	167(R)		C3.2.16 Application for payment - amended
171	171(R)		C3.2.19.1 A Typical Works Projects – Bulk Water Branch - List amended
173	173(R)		C3.2.19.1 D Typical Works Projects - Wastewater Treatment Branch - List amended
PART C4: SITE INFORMATION			
210	210(R)		C4.1 Possible locations of Works Projects Reticulation Branch - amended

NOTE: The City is currently considering extending the closing date of this tender. All tenderers will be informed in of the decision in due course.

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p. SCM Tender

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At CAPE TOWN on this 17th day of OCTOBER 2025

Signature: [redacted]

Name of Signatory: [redacted]

TENDERER: MUKHOZI CONSULTING ENGINEERS

(Name of firm in ink and capital letters.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

16 October 2025

NOTICE TO TENDERERS No. 2

TENDER NUMBER: 52C / 2025 / 26

DESCRIPTION: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

AMENDED CLOSING DATE OF TENDER: 14 November 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice / addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) The request for an extension to the tender closing date has been approved. The amended tender closing date is **14 November 2025 at 10:00am**.

2) Questions raised from 7 October 2025 up to COB on 15 October 2025 - see **Annexure A**

3) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure B** for the replacement pages (**8 pages**).

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
6	6(R)		C.1.3 Interpretation – definition references amended in k) and m).
11	11(R)		C.2.1.4.2 Key Personnel Requirements Key Personnel required for Catchment, Stormwater & River Management Branch amended
14(R)	14(R1)		C.2.1.4.4 Minimum score for functionality – paragraph amended
33	33(R)		C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 14 – Evaluation criteria amended
39(R)	39(R1)		C.2.1.4.4 Minimum score for functionality D Wastewater Treatment Branch Criterion 14 – Evaluation criteria and points amended Criterion 15 – points amended
PART C2: PRICING DATA			
123	123(R)		Schedule 1.2: Item 1.2.4 "Activity Description" amended
136	136(R)		Schedule 3: Note R18 amended
PART C3: SCOPE OF WORK			
169	169(R)		C3.2.18 Key Personnel Minimum Criteria Key Personnel required for Catchment, Stormwater & River Management Branch amended

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice To Tenderers No. 2 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 2 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At CAPE TOWN on this 17th day of OCTOBER 2025

Signature: [redacted]

Name of Signatory: [redacted]
(In ink and capitals)

TENDERER: LUKHOZI CONSULTING ENGINEERS
(Name of firm in ink and capital letters.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

23 October 2025

NOTICE TO TENDERERS No. 3

TENDER NUMBER: 52C / 2025 / 26

DESCRIPTION: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

AMENDED CLOSING DATE OF TENDER: 14 November 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice / addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Questions raised from 16 October 2025 up to COB on 22 October 2025 - see **Annexure 3A.**

2) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure 3B** for the replacement pages (**3 pages**).

3) Updated Schedules of Rates for the Reticulation Branch only - **version 3** (electronic version).

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	NEW PAGE	CHANGE
PART T1.2: TENDER DATA			
14(R1)	14(R2)		C.2.1.4.4 Minimum score for functionality - clause amended (various)
15	15(R)		C.2.1.4.4 Minimum score for functionality - paragraph amended
PART C2: PRICING DATA			
140(R)	140(R1)		Schedule 3.2: Item 3.2.25 "Activity Description" amended Item 3.2.26 Deleted

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice to Tenderers No. 3 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

p.p SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 3 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At CAPE TOWN on this 24th day of OCTOBER 2025

Signature: [redacted]

Name of Signatory: [redacted]

(In ink and capitals)

TENDERER: LUKHOZI CONSULTING ENGINEERS

(Name of firm in ink and capital letters.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

7 November 2025

NOTICE TO TENDERERS No. 4

TENDER NUMBER: 52C / 2025 / 26

DESCRIPTION: TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

ORIGINAL CLOSING DATE OF TENDER: 24 October 2025 at 10:00am

AMENDED CLOSING DATE OF TENDER: 14 November 2025 at 10:00am

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Questions raised from 23 October 2025 up to COB on 6 November 2025 - see **Annexure 4A.**

2) Amendments to pages are shown in the table below. The changes are shown in the document in red font. See **Annexure 4B** for the replacement pages (**14 pages**).

3) Updated Schedules of Rates for the Bulk Water and Reticulation Branches (electronic versions):

Bulk Water Branch	**version 3**
Reticulation Branch	**version 4**

AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT

CURRENT PAGE IN TENDER DOCUMENT	REPLACEMENT PAGE	CHANGE
14(R2)	14(R3)	C.2.1.4.4 Minimum score for functionality Amended
30	30(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Note 2 at bottom of page deleted
31	31(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 1 Note 2 added Criterion 2,3 Notes amended
32	32(R)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 4-10 Notes amended
33(R)	33(R1)	C.2.1.4.4 Minimum score for functionality C Reticulation Branch Criterion 14 Evaluation criteria for Indicator Level 4 amended
117	117(R)	Schedule No.1: Bulk Water Note B27 amended
121(R)	121(R1)	Schedule 1.1 Item 1.1.40 Reference corrected.
123(R)	123(R1)	Schedule 1.2: Item deleted and items renumbered from Item 1.2.10 to 1.2.25
124(R)	124(R1)	Schedule 1.2: Items 1.2.26 to 1.2.47 renumbered
138(R1)	138(R2)	Schedule 3.1: Item deleted and Item 3.1.22 renumbered
139(R1)	139(R2)	Schedule 3.1: Items 3.1.23 to 3.1.42 renumbered
161	161(R)	C3.2.5.1: Services required "Stage 4" – clause reference corrected
163	163(R)	C3.2.5.8: Discontinuity of services Clause amended
164	164(R)	

TENDERERS ARE THEREFORE REQUESTED TO:

1. Record receipt of this Notice to Tenderers No. 4 on Schedule 22: Record of Addenda to Tender Documents.

2. Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.

Failure to return a signed copy of the Addendum may result in the Tender being declared non-responsive.

Yours faithfully,

p.p. SCM.Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 4 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At CAPE TOWN on this 7th day of NOVEMBER 2025

Signature: .....[redacted].....

Name of Signatory: .[redacted].....
(In ink and capitals)

TENDERER: LUKHOZI CONSULTING ENGINEERS
(Name of firm in ink and capital letters.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Tender Distribution Office

E: scm.tenders7@capetown.gov.za

11 November 2025

NOTICE TO TENDERERS No. 5

TENDER NUMBER: **52C / 2025 / 26**

DESCRIPTION: **TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN**

ORIGINAL CLOSING DATE OF TENDER: **24 October 2025 at 10:00am**

AMENDED CLOSING DATE OF TENDER: **14 November 2025 at 10:00am**

BOX NUMBER: 238

Dear Sir/Madam

In terms of clause **C.3.2: Issue Addenda** in the Tender Data, the City of Cape Town may, if necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda **less than one week before the tender closing time in exceptional circumstances.**

Your attention is specifically drawn to the amendments, which are to be made to the tender document for the above in terms of this addendum, which is issued in terms of clause C.3.2 of the tender document.

This notice to tenderers is an integral part of the Tender. This notice/addendum is to be signed by the tenderer and attached and/or included to the tender document submission and recorded on Schedule 22: Record of Addenda to tender documents.

This notice contains the following:

1) Correction of Page numbers issued in Notice to Tenderers No. 4 dated 7 November 2025.

   The "**AMENDMENTS AND ADDITIONS TO THE TENDER DOCUMENT**" in Notice to Tenderers No. 4 incorrectly stated that the "Current pages in the Tender Document" 138(R1) and 139(R1) had to be replaced with pages 138(R2) and 139(R2), respectively.

   It should have read that the "Current pages in the Tender Document" were 138(R) and 139(R) respectively and had to be replaced with pages 138(R1) and 139(R1), both pages now issued with this Notice to Tenderers No.5.

   See **Annexure 5A** for the amended and replacement pages **(2 pages)**.

   Only the two-page numbers have been corrected as noted above.

2) Updated Schedule of Rates for the Reticulation Branch (electronic version):

   Reticulation Branch: **Version 5** (only the correction of the Page numbers as noted in Item 1 above)

NOTE: Please ensure that the final electronic versions of the Schedules of Rates that are to be completed and submitted on the flash drive with the tender submission, are as follows:

Bulk Water Branch	**version 3**	(issued in Notice to Tenderers No.4)
Catchment Stormwater and River Management	**version 2**	(issued in Notice to Tenderers No.1)
Reticulation Branch	**version 5**	(issued in Notice to Tenderers No.5)
Wastewater Treatment Branch	**version 2**	(issued in Notice to Tenderers No.1)

TENDERERS ARE THEREFORE REQUESTED TO:

1. **Record receipt of this Notice to Tenderers No.5 on Schedule 22: Record of Addenda to Tender Documents.**
2. **Tenderers must sign and return this Notice (append to the relevant returnable schedule) together with their completed tender document.**

Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

p.p. SCM Tender7

for: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO TENDERERS NO. 5 FOR AND ON BEHALF OF THE TENDERER: TENDER NO 52C/2025/26

At CAPE TOWN on this 11th day of NOVEMBER 2025

Signature: [redacted]

Name of Signatory: [redacted]

(In ink and capitals)

TENDERER: LUKHOZI CONSULTING ENGINEERS

(Name of firm in ink and capital letters.

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 24: PREFERENCE SCHEDULE

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	80	90
SPECIFIC GOALS	20	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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	3	5	[redacted]	
Race	3	5		
Disability	1	3		
Promotion of Micro and Small Enterprises	3	7		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm..... LUKHOZI CONSULTING ENGINEERS

4.4. Company registration number: ... [redacted].

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☑ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

[redacted]

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: [redacted]

DATE:

ADDRESS:

Initials of City Officials

[redacted]

CITY OF CAPE TOWN

WATER AND SANITATION: BULK SERVICES AND DISTRIBUTION SERVICES

CONTRACT NO. 52C/2025/26

TERM TENDER FOR THE PROVISION OF MULTIDISCIPLINARY PROFESSIONAL SERVICES FOR THE WATER AND SANITATION DIRECTORATE OF THE CITY OF CAPE TOWN

SCHEDULE 25: BRANCH(ES) OF PREFERENCE

The Tenderer shall:

1) indicate his order of preference (first to fourth) by inserting the appropriate branch:

A - Bulk Water,
B - Catchment Stormwater and River Management,
C - Reticulation,
D - Wastewater Treatment;

alongside the preference, where the tenderer has submitted rates for more than one branch;

2) if submitting rates for only one branch, insert such branch as "First branch of preference".

Preference	Branch
First Branch of Preference	B- Catchment Stormwater and River Management
Second Branch of Preference	C- Reticulation
Third Branch of Preference	N/A
Fourth Branch of Preference	N/A

SIGNED ON BEHALF OF TENDERER: [redacted]