

RFP092.2026 – Responses to Questions & Clarifications

1. Volume 2, Page 47 – T2.1.20.1: Evaluation Schedule 1: Technical Solution Compliance

The volume lists the required deliverables and indicates a maximum of five pages. Please clarify whether this limitation is five pages per deliverable or a maximum of five pages for all the deliverables combined.

The maximum length is five pages for the complete Technical Solution Compliance submission, covering all deliverables listed under Evaluation Schedule 1. Bidders should succinctly consolidate the required information within this overall limit.

2. Volume 3, Pages 129, 130 and 137 – Off-Grid/Hybrid Power Solution

These sections indicate that the supplier should provide an off-grid or hybrid power solution where required for a site. However, the Activity Schedule indicates that all sites require an off-grid power supply.

May you kindly confirm whether we should therefore base our pricing on an off-grid power solution for all sites, and that no site requires a hybrid power solution?

Bidders must price an off-grid power solution for every site identified in the Activity Schedule as the worst-case scenario. During site handover, it will be determined if a hybrid solution is required.

3. Criteria 2: Key staff, sub criteria 2.2 and 2.3 (volume 1, page 19 of 25). Requirement for a Professionally Registered (PR) process / design engineer/ technologist and mechanical / electrical engineer / technologist. The sentence below the table then notes” “*Generic CVs with no project-specific evidence OR lack of professional registration shall score zero...*” it is not clear from the table and the sentence quoted whether the requirement for a PR is mandatory. Our R&D department and project leader have completed more than 40 decentralized water efficient sanitation solutions in South Africa. As per the experience requirement, our team meets the requirements. However, do we **also** need to process/ design and/ or electrical/ mechanical PR individual.

Professional registration is mandatory for the process/design engineer or technologist and the mechanical/electrical engineer or technologist proposed under sub-criteria 2.2 and 2.3. Relevant project experience does not replace the registration requirement.

4. During the tender briefing it was mentioned that we should price on two scenarios:

Firstly, if we were to receive a single site and place one plant;

Secondly, if we were to receive numerous sites and thus attain scales of economy that enables the lowering of our price. Pricing for 1 plant and pricing for more than 1 – how do we go about that?

Bidders must submit two clearly separated pricing scenarios:

Scenario 1 must show the complete price for the award and delivery of one plant at one site; Scenario 2 must show the unit price applicable where more than one plant or site is awarded, together with the quantity bands and assumptions supporting any economies of scale.

For Scenario 2 a bidder may use the Activity Schedule and prescribed pricing format or provide a percentage reduction in rates priced in Scenario 1 for more than 1 system / site. The Scenario 1 price will be used as the compliant base price.

Any volume discount must be unconditional within the stated quantity band and must not change the technical scope.

5. Please guide us on how to proceed with the submission of the above two pricing scenarios.

Answered above.

6. Volume 1, page 15 of 25 C.2.20 - Performance Bond Here reference is made to “...*Part T2.2 of this procurement document.*”. When searching for Part T2.2 we do not find anything. When searching for “Performance Bond” we find it in volume 3, Part C1.3, page 41 of 145 and this is reference as Clause X13 in the contract. Is this the correct performance bond which we have found in volume 3?

Response below

- In how this applies to the “Contractor” we would like to clarify whether it applies to the supply of the treatment plant and front-end ablutions (as per the Activity Schedule)?
- If it does apply, when is this Performance Bond required to be put in place and for what duration?

The Performance Bond is applicable to Contract 1 and Contract 2 being the design, supply, installation, commissioning and the initial operation and maintenance of Water Efficient Sanitation Systems in informal settlements in the City of Cape town. This is

detailed on page 31 of 145 under Contract 1 and page 71 of 145 under Contract 2. The Performance Bond will be executed and issued by the successful bidder as part of the conditions of precedent that must be fulfilled before the Contract is signed. The Performance Bond will be in place until the issuance Defects Certificate as detailed in the proforma Performance Bond.

7. The Contract Price is referred to as the reference of value that needs to be bonded, when will the price be firmed up and from that date what timeline will be given to have the bond put in place?

Above answer applies. Bond application should be done to cover highest price offered. As this is fixed upon appointment or during contracting, the bond can be issued accordingly.

8. Volume 1, page 16 of 25, Responsiveness Criteria, point 10 – Public Liability Insurance. The requirement here is for R10 million per event

- Reference is made to “*a deductible in an amount that the Contractor deems appropriate*”, our business has an insured value of R10 million, with a per event limit of R2 million.
- If we are comfortable with this and “self-insuring” a potential R8 million, is that adequate or do we need to increase the per event limit to R10 million with a deductible of our choice?

In insurance, a deductible (also called an excess in South Africa) is the portion of a loss that the insured party must pay themselves before the insurer becomes liable for the remainder of the claim. As such the reference to a deductible in an amount is the amount that the Contractor must pay before the insurer can pay the claim. This amount is at a discretion of the Contractor, Employer will not instruct the Contractor the value of the deductible amount. Contractor's are required to provide public liability insurance with a total value of R10 million per of event.

9. Volume 1, page 16 of 25, Responsiveness Criteria, point 11 – Professional Indemnity This requirement is for R10 million per claim to be in place for “*Contract design liability*”, our experience has been to refer to external Professional Service Providers (PSP) to sign-off designs and supervise certain milestones. Therefore, is this a requirement for the appointed PSP to be insured to these values? Do we need to be insured here in any instance?

The subcontracted professional service provider can provide the PI insurance as proof that they are covered sufficiently and list DBSA/ the project as beneficiary under that insurance cover.

10. Volume 3, page 20 of 145 and 46 of 145 details the Advance payment bond/ guarantee Are these mechanics available or this tender?

Yes. Option X14, “Advance Payment to the Contractor”, is included in the Contract 1 Contract Data in Volume 3.

Under X14, the bidder must propose the advance payment amount for deposits for procurement of specialist materials and long-lead items, supported by a motivation letter and an invoice outlining clear activities to be undertaken. Approval is at the Employer’s discretion.

The bidder must also propose the repayment arrangements, including the commencement of repayment and the number of instalments.

An on-demand advance payment guarantee is required for the proposed advance payment amount, issued by an appropriately registered institution approved by the Employer. The pro-forma guarantee is provided in Part C1.4.

Accordingly, the advance payment mechanism is available for consideration under this tender, but an advance payment is not automatically approved.

11. Volume 3, Item S1-3.2, page 93 of 145 Reference to “*Front end toilet block package supply*”, is there a preferred design/ configuration for the layout of the 12m “*Front end toilet block package supply*”?

No single proprietary design is prescribed for the 12 m front-end toilet block package. The bidder must propose a compliant layout and configuration that accommodates the required fixtures, accessibility, user flow, durability, maintainability and interfaces with the treatment plant and civil works. The proposal must include sufficient drawings, dimensions and technical information to demonstrate compliance.

12. Activity Schedule, Item S1-0.2_1, “Preliminaries and General” Do we have to price a full site office, storage, signage, and site yard that is different from the civils contractor’s site office and site yard, or can we make use of the civil contractors site office and site yard?

Bidders must include all preliminaries and general obligations necessary to deliver their scope. Shared use of the civil contractor’s site office, storage areas, signage or site yard may

be permitted only where agreed with the Employer and the civil contractor and where the facilities satisfy the Contractor's contractual, safety, security and operational obligations.

Bidders should not assume that shared facilities will be available at no cost and must allow for any facilities required to execute their work independently.

13. Activity Schedule, Item S1-1.1 and S1-1.2, "Pre-implementation" As per the Activity Schedule, we would like clarity on why the quantity 0.8 and 0.2.

Our understanding is that this Item is for 1-day site visit meetings, is this correct

Correct. The quantities of 0.8 and 0.2 represent the allocation of the pre-implementation activity between the two listed items and together constitute one complete activity.