

TENDER DOCUMENT

INVITATION TO SUBMIT A TENDER FOR PROFESSIONAL SERVICES:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTEWATER TREATMENT WORKS (WWTW).

TENDER NO: VCV413/PSP/PHILWWTW/25

CLOSING DATE: Friday, 6 February 2026 at 12:00



CLIENT

VAAL CENTRAL WATER
2 MZUZU STREET
PELLISSIER
9322

TEL: 051 403 0800

CONTACT PERSON:
Mr A Mnyaka

Name of Tenderer:

Contact person:

Tel: Cell:

Email:

**APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP)
TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS
WASTEWATER TREATMENT WORKS (WWTW)**

GENERAL TENDER INFORMATION

TENDER INVITATION DATE	: Wednesday, 17 December 2025
CLARIFICATION MEETING	: A compulsory clarification meeting to be held on Wednesday, 14 January 2026 at 10h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: -30.26661, 25.27390 (Philippolis WWTW); Phillipolis Town Hall in Kopanong Local Municipality
CLOSING DATE	: Friday, 06 February 2026
CLOSING TIME	: 12H00
CLOSING VENUE	: Vaal Central Head Office, 2 Mzuzu Street, Pellissier, Bloemfontein, 9322
VALIDITY PERIOD OF TENDER	: 120 Days
TENDER BOX	: The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

**APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP)
TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS
WASTEWATER TREATMENT WORKS (WWTW).**

PARTICULARS OF BIDDER

Name of Bidder				
Contact Person				
Postal Address				
Street Address				
Telephone Number	Code:		Number:	
Cell phone Number				
Facsimile Number	Code:		Number:	
E-Mail Address				
CSD Supplier Number (National Treasury)				
Vat Registration Number				

**APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP)
TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS
WASTEWATER TREATMENT WORKS (WWTW).**

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T1.1: TENDER NOTICE AND INVITATION TO TENDER**APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP)
TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS
WASTEWATER TREATMENT WORKS (WWTW).**

Suitably Qualified, Capable and Experienced Professional Service Providers (PSP's) are hereby invited to submit tenders to complete the design and implementation of Philippolis Wastewater Treatment Works (WWTW).

TENDERS

An electronic copy of the tender document will be available on E-Tender portal www.etenders.gov.za and Vaal Central Website www.vcwater.co.za as from **Wednesday, 17 December 2025**. After downloading the tender document from the website each prospective bidder MUST ensure that all the pages of the tender document are printed.

A compulsory tender clarification session will be arranged for the **Wednesday, 14 January 2026 at 10h00 am**.

Only those Bidders who satisfy the following criteria are eligible to submit tenders:

First Stage: Administrative Compliance**1. Reasons for disqualification**

Only those Respondents who satisfy the eligibility criteria are eligible to submit bids. Submissions that do not satisfy the eligibility criteria will not be evaluated. The following eligibility criteria are applicable to this bid:

- A. Bidders who do not adhere to those criteria listed below a PRE-QUALIFIER will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this
			Tender
			(Y/N)
1	Fully completed and signed Standard Bidding Documents	Pre-Qualifier	Y
	· SBD Form 1		
	· SBD Form 3.3		
	· SBD Form 4		
	· SBD Form 6.1		
2	Joint Venture/ Association Agreement (If applicable submit a complete and signed JV agreement / Association Agreement).	Pre-Qualifier	Y
3	Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement - Not older than 3 months (Vaal Central Water reserves the right to conduct physical verification of premises).	Pre-Qualifier	Y

4	Price Proposal – to be completed in full.	Pre-Qualifier	Y
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B. Bidders who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

Responsiveness Criteria		Clarification Time	Applicable to this Tender (Y/N)
1	The Respondent submits a valid Tax Compliance Status PIN letter issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Respondents shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Compliance Status PIN letter and attach it to the schedule.	7 days	Y
2	The Respondent has not abused the Employer's Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.	7 days	Y
3	The Respondent or any of its Directors/Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.	7 days	Y
4	The Employer will only enter into a formal contract with a respondent who is registered on the National Treasury Central Supplier Database (CSD). The submission of a full CSD report (not summary) is compulsory for any Respondent to be eligible to submit.	7 days	Y
6	The Respondent has completed the Declaration of Interest and there are no conflicts of interest which may impact on the Respondent's ability to perform the contract in the best interests of the Employer or potentially compromise the submission process and persons in the employ of the state are permitted to submit bids or participate in the contract.	7 days	Y
7	The Respondent submits a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider or Certified Sworn Affidavit.	7 days	Y
8	Acceptance of Bid conditions – to be duly completed and signed	7 days	Y
	<i>The Service Provider is required to provide professional indemnity cover.</i>	7 days	Y

	<p>The Service Provider is required to provide the following insurance:</p> <p>1. Professional Indemnity 2. Public Liability Cover is: R5,000,000.00 Period of Cover: Duration of the Contract</p> <p>2. Public Liability</p> <p>Cover is: Not less than R1,000,000.00 per single event.</p> <p>Period of Cover: Duration of the Contract</p>		
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All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Telephone Number: : +27 51 403 0800
 Email address: : bids@vcwater.co.za

- Enquiries in relation to this RFP will not be entertained **after Tuesday, 27 January 2026**.
- The enquiries will be consolidated and Vaal Central Water will issue one response and such response will be posted, within three (3) days before the last day of enquiries.
- Vaal Central Water may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against Vaal Central Water on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

Completed documents in a sealed envelope endorsed **“TENDER NO: VCW413/PSP/PHILWWTW/25 : “APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTEWATER TREATMENT WORKS (WWTW) ”**, must be placed in the tender box at Vaal Central Head Office, 2 Mzuzu Street, Pellissier, Bloemfontein, 9322 on or before **Friday, 6 February 2026**.

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	VCW413/PSP/PHILWWTW/25	CLOSING DATE:	06 February 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTE WATER TREATMENT WORKS (WWTW)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
2 MZUZU STREET, PELLISSIER, BLOEMFONTEIN 9301					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.3**PRICING SCHEDULE**
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 12:00	CLOSING DATE: 06 February 2026

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

-----	-----	R-----
-----	-----	R-----
-----	-----	R-----
-----	-----	R-----
-----	-----	R-----

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----		R-----
-----	-----		R-----
-----	-----		R-----
-----	-----		R-----

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

.....

.....

.....

.....

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20 or 90/10** preference point system.

b) **80/20 or 90/10** 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.

2. DEFINITIONS

- (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).

3. 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:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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 (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Categories of specific goals	Requirements				
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3	2		
Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	2	1		
Or	Or				
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report				
Or	Or				
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report				
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the name of the bidder	10	4		
Free State and Northern Cape Provinces	Or Valid Lease agreement which is in the name of the bidder and the lessor. Or				

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
	Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder (Vaal Central Water reserves the right to verify all addresses)				
Promotion of BBBEE companies	Sworn affidavits/ CIPC/ BBBEE certificate	5	3		
BBBEE Level 1		5	3		
BBBEE Level 2		2	1		
BBBEE Level 3		0	0		
BBBEE Level 4+		0	0		
Total Points		20	10		

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

A: BBEEE for EME and QSE

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBBEE certificate
- CIPC registration / CSD report

B: Women Owned Companies of Ownership

- Certified RSA identity document
- CIPC registration / CSD report

C: Youth Owned Companies or Ownership

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.
- Certified RSA identity document
- CIPC registration / CSD report

D: Persons with Disability Owned Companies or Ownership

- Medical report sanctioned by qualified professional and
- Certified RSA identity document
- CIPC registration / CSD report

E: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months. (If the landlord does not have a stamp, please attach the lease agreement and landlord's municipal account statement).
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated address, accompanied by their municipal rates and taxes statement (not older than three (3) months).

NB: If no proof is attached the tenderer will not be awarded the points claimed

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

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 1.4 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.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019.

(See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

“Bid” should read “tender,” and vice versa, throughout the document – implying both words have the same meaning.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
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C.1	General
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C.1.1	Actions
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C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
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C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
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Note:

1. *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
2. *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

- C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

Add the following:

The following documents form part of this tender:

VOLUME 2: BEST PRACTICE GUIDELINES #A7, The procurement of professional services, December 2007, second edition of CIDB document 1035. This publication is available, on the CIDB website www.cidb.org.za.

VOLUME 3: The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

The Tender Documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which are bound:

THE TENDER

Part T1 : Tendering Procedures

- T1.1 : Tender Notice and Invitation to Tender
- T1.2 : Tender Data

Part T2 : Returnable documents

- T2.1 : List of Returnable Documents
- T2.2 : Returnable Schedules

THE CONTRACT

Part C1 : Agreements and Contract Data

- C1.1 : Form of Offer and Acceptance
- C1.2 : Contract Data
- C1.3 : Disclosure Statement

Part C2 : Pricing data

- C2.1 : Pricing Instructions
- C2.2 : Pricing Schedule and Summary

Part C3 :

- C3.1 : Employers Objective
- C3.2 : Background and Site Location
- C3.3 : Extent of the Services
- C3.4 : Key Personnel required for assignment
- C3.5 : Duties and Functions of the Key Personnel required for the Assignment

C3.6 : Consultants Fees**C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if;

- a) due to changed circumstances, there is no longer a need for the engineering works specified in the invitation;

- b) funds are no longer available to cover the total envisaged expenditure;
or
- c) no acceptable tenders are received.

C.1.5.2 d) there is a material irregularity in the tender process.

C.1.5.3 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the

requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials,

considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2

Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.2.24 Minimum requirement criteria

In order to be considered for a contract in terms of this tender, tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet the **minimum criteria of 75 points** for the criteria listed below. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, such as proof of qualifications and registration, it will be considered that the minimum criteria has not been met and the tender will be considered non-responsive.

A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

The minimum criteria are as follows:

No.	Technical / Functional Requirements	Weight	
1.	Company Experience		
	Evaluation shall be based on the total number of completed Water abstraction projects and pump station projects and related infrastructure	25 points	
	Previously supervised projects of value R 20 000 000 per project or more shall be considered in the last 10 years		
	Schedule of company experience to be attached together with practical completion letters, final completion letters of previous projects as evidence from clients, failure to submit such will result in zero (0) points allocated. Portfolio of completed projects should also be attached.		
	◦ 5 or more similar assignments / projects		25 points
	◦ 3 - 4 similar assignments / projects		20 points
	◦ 1 - 2 similar assignments / projects		10 points
◦ 0 projects	0 points		
2.	Quality Management System		
	Consist of, <ul style="list-style-type: none">• Policies: A statement of the organization's commitment to quality.• Processes: The steps involved in the production of products or delivery of services.• Procedures: Detailed instructions on how to perform specific tasks.• Documentation: Records of who does what, how, and when, including quality manuals and work instructions.• Resources: The people, equipment, and other assets needed to maintain quality.• Responsibilities: Clearly defined roles and duties for team members	10 points	
	QMS not attached		0
	QMS attached		10
3.	Qualifications and experience of Key Personnel		
	3.1 Qualification of Project Leader	10 points	

<div><div>➤</div><div>A Project Leader with a Bachelor of Science Degree or Bachelor of Engineering in Civil Engineering or B Tech Civil Engineering</div></div> <div><div>✓</div><div>Active Professional registration with Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech. Eng Please attach Copies of Certificates and Qualifications</div></div> <div><div>✓</div><div>Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 7 minimum.</div></div> <div>Please attach Copies of Certificates and Qualification.</div>			
Proof of Qualifications and Professional Registration for Project Leader to be attached	10 points		
No Proof of Qualifications and/or Professional Registration	0 points		
<div><div>3.2</div><div>Experience of Project Leader</div></div> <div><div>✓</div><div>Should demonstrate capacity in terms of experience on similar projects related Civil construction, develop foundational design (incorporates aesthetic), development drawing, detailing, and presentations and by doing site supervision, as well as monitoring and liaising with clients, engineers, municipalities, quantity surveyors and contractors.</div></div> <div><div>✓</div><div>Comprehensive CV to be attached with contactable references.</div></div>	20 points		
◦ 1 – 3 years	1 points		
◦ 4 – 6 Projects	5 points		
◦ 7 – 9 Projects	15 points		
◦ 10 years or more	20 points		
<div><div>3.3</div><div>Qualification of a Resident Engineer / Employers Agent Representative</div></div> <div><div>✓</div><div>A Civil Engineer with a Bachelor of Science Degree or BTech in Civil Engineering.</div></div> <div><div>✓</div><div>An active professional registration with the Engineering Council of South Africa (ECSA)</div></div> <div>Please attach Copies of Certificates and Qualification.</div>	5 points		
Proof of Qualifications of Professional Registration for a Civil Engineer attached	5 points		
No Proof of Qualifications and/or Professional Registration not attached	0 points		
		10 points	
<div><div>3.4</div><div>Experience of Resident Engineer / Employers Agent Representative</div></div>			

	<ul style="list-style-type: none">✓ Should demonstrate capacity in terms of experience on similar projects related to construction related works planning and implementation of project completed.✓ Comprehensive CV to be attached with contactable references.		
	Proof of experience attached		
	1 – 3 projects	1 points	
	4 – 5 projects	3 points	
	6 or more projects	10 points	
			5 points
	3.5 Health and Safety Agent Qualification <ul style="list-style-type: none">✓ A Health and Safety Agent with a Bachelor of Science Degree or B Tech in Health and Safety.✓ An active professional construction Health and Safety Officer Please attach Copies of Certificates and Qualification.✓ Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 7 minimum.		
	Proof of Qualifications and Professional Registration for a Safety Practitioner attached	5 points	
	No Proof of Qualifications and/or Professional Registration	0 points	
	3.6 Health and Safety Agent Experience <ul style="list-style-type: none">✓ Should demonstrate capacity in terms of experience on similar projects related to construction related works planning or implementation of project completed.✓ Comprehensive CV to be attached with contactable references.		5 points
	◦ 1 - 2 projects	1 points	
◦ 3 – 4 Projects	2 points		
◦ 5 - 6 projects	3 points		
◦ 7 - 8 projects	4 points		
◦ 9 or more projects	5 points		
4.	Locality Local economical participation Local of business (proof of Municipality rates and taxes account or a valid lease agreement should be provided or proof of Companies registration address (Vaal Central Water Board reserves the right to inspect the facility))		5 points
	Companies outside the Free State Province or Northern Cape Province	1 point	

	Companies in the Free State Province or Northern Cape Province	5 points	
5.	Project Implementation Plan Provision of a detailed Project Implementation Plan/Schedule is required, covering all activities the Professional Service Provider (PSP) intends to undertake at each stage (1–6) of the project life cycle. Turnaround times for each stage (1–6) must also be clearly indicated, excluding stage 5.	5 points	
	Project Implementation plan / Schedule	5 points	
	No. Project Implementation plan / Schedule	0 points	
	Total points	100	
	Minimum threshold to pass evaluation criteria	75 percent	

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Requirement	Qualitative interpretation of goal
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Cost effective	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
----------------	---

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T1.1: List of Returnable Documents

T1.2: Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- 1A Authority for Signatory
- 1B Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1C Schedule of Contracts Awarded to Tenderer by Organs of State
- 1D Proposed Amendments
- 1E Quality Assurance Certification or in-house Quality Management Plan
- 1F Proof of Professional Indemnity Insurance
- 1F Proof of Registration with Professional Bodies

2 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B B-BBEE Status Level Certificates / Consolidated Scorecard

3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel

4 OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement
- C2.1 Pricing Instructions
- C2.2 Pricing Schedule and Summary
- C3.1 Employers Objective
- C3.2 Background and Site Location
- C3.3 Extent of the services required
- C3.4 Key Personnel required for assignment
- C3.5 Duties and functions of the Key Personnel Required for Assignment
- C3.6 Consultants Fees

TENDER NO.: VCW413/PSP/PHILWWTW/25

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTEWATER TREATMENT WORKS (WWTW)

T2.2: RETURNABLE DOCUMENTS

1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Consortium	D Sole Proprietor	E Close Corporation
		Not accepted		

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Msacting in the capacity ofand who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

NAME	CAPACITY	SIGNATURE

Note:

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as.....

.....,

hereby authorize * Mr / Ms, acting in the capacity of....., and

who will sign as follows: be, and is hereby

authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	CAPACITY	SIGNATURE

Note:

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C. Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As witnesses:

1. Chairman:
2. Date:

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....
.....,
hereby authorize * Mr / Mrs....., acting
in the capacity of, to sign all
documents in connection with this tender and any contract resulting from it on our
behalf.

NAME	CAPACITY	SIGNATURE

Note:

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**1B: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER
FOR PRIVATE CLIENTS OR ORGANS OF STATE**

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of **Wastewater treatment works projects** successfully executed by myself/ourselves (Reference Letters must also be included):

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed: Date:
Name: Position:
Tenderer:

1C: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

(Organs of State include any Local, Provincial or National Government Authority)

In terms of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed: Date:

Name: Position:

Tenderer:

1D: PROPOSED AMENDMENTS

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 to his tender and reference such letter in this schedule**

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

Page Number	Clause/Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed: Date:

Name: Position:

Tenderer:

1E: PROOF OF QUALITY ASSURANCE CERTIFICATION

Tenderers to submit proof of Quality Assurance Systems employed in his office in order to ensure compliance

ISO 9001: 2015 Certification or in-house Quality Management Control to this page.

1F: PROOF OF PROFESSIONAL INDEMNITY INSURANCE
--

Tenderers to submit proof of Professional Indemnity Insurance to this page.

1G: PROOF OF REGISTRATION WITH PROFESSIONAL BODIES

Tenderers to submit proof of Registration with Professional Bodies, including CESA, SAICE or similar.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Vaal Central Water's Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

2B: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed: Date:

Name: Position:

Tenderer:

3B: LIST OF KEY PERSONNEL

The tenderer shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME	QUALIFICATION	YEARS EXPERIENCE POST REGISTRATION
Project Leader: Active Professional registration with Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech. Eng			
Resident Engineer / Employers Agent Representative: With a Bachelor of Science Degree or BTech in Civil Engineering. Professional registration with the Engineering Council of South Africa (ECSA).			
Health and Safety Practitioner: With a Bachelor of Science Degree or B Tech in Health and Safety. Active professional construction Health and Safety Officer.			

Refer to Tender Data for mandatory minimum requirements of Key Personnel.

The CV of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the tenderer must also be submitted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed: Date:
Name: Position:
Tenderer:

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Disclosure Statement

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following Works:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTEWATER TREATMENT WORKS (WWTW)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
.....
.....

.....Rands (in words); R.....(in figure)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer:**
Signature

.....
Name

.....
Capacity

Name and Address
of Organisation:

.....
.....
.....
.....

Signature and
Name of Witness:

Signature

.....
Name

.....
Date

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer’s Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement

The terms of the contract are contained in:

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For **Employer:**
Signature

.....
Name

.....
Capacity

Name and Address
of Organisation:

.....

.....

.....

.....

Signature and
Name of Witness:

Signature

.....

Name

.....

Date

3. SCHEDULE OF DEVIATIONS

- 1. The extent of deviations from the tender documents issued by the Employer prior to 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

Details

2.

Subject

Details

3.

Subject

Details

4.

Subject

Details

5.

Subject

Details

6.

Subject

Details

7.

Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, 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 Tender 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.

For the Tenderer:

For Employer:

.....	Signature
-------	------------------	-------

.....	Name
-------	-------------	-------

.....	Capacity
-------	-----------------	-------

Name and Address of Organisation		Name and Address of Organisation
----------------------------------	--	----------------------------------

.....	
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.....	
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.....	Witness Signature
-------	--------------------------	-------

.....	Witness name
-------	---------------------	-------

.....	Date
-------	-------------	-------

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Professional Service Provider), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (Month)

20 (year)

at(place)

For the **Professional
Service Provider:**

.....
Signature

.....
Name

.....
Capacity

Signature and Name of
Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from www.cidb.co.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Description / Wording
<p>The Employer is Vaal Central Water.</p> <p>The authorised and designated representative of the Employer is:</p> <p>Name: Mr A Mnyaka</p> <p>The address for receipt of communications is:</p> <p>Telephone: + 27 51 403 0800</p> <p>E-mail: aphumlem@vcwater.co.za</p> <p>Street Address: 2 Mzuzu Street, Pellissier, 9322</p>
The Project is for the Appointment of a Suitably Qualified Professional Service Provider (PSP) to Complete the Design and Implementation of the Philippiolis Waste Water Treatment Works (WWTW)
The Site Location is indicated in the Scope of Works.
The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
Time based fees shall not be adjusted for inflation.
The Service Provider may be required to assist in the obtaining of approvals, licences and permits from the state, regional or municipal authorities having jurisdiction over the Project.
<p>The Service Provider is required to provide professional indemnity cover.</p> <p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> Professional Indemnity 2. Public Liability Cover is: R5,000,000.00 Period of Cover: Duration of the Contract Public Liability Cover is: Not less than R1,000,000.00 per single event. Period of Cover: Duration of the Contract

Description / Wording
<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> • Incurring costs that will result in the exceeding of the Form of Offer; • Making deviations from the Contract.
<p>The Service Provider is required to provide personnel and to complete the Personnel Schedule.</p>
<p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>
<p>Interim settlement dispute is to be by adjudication.</p>
<p>Final settlement is by arbitration.</p>
<p>In the event that the parties fail to agree on a adjudicator, the adjudicator is nominated by the Employer.</p>

C1.3: DISCLOSURE STATEMENT

PRO FORMA

DISCLOSURE STATEMENT

Date:

Contract:
(Name)

Professional Service
Provider:
(Name)

Employer:
(Name)

Dear Sir/Mam

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

CONTRACT

PART 2 (OF 4): PRICING DATA

C2.1: Pricing Instructions

C2.2: Pricing Schedule and Summary

C2.1: PRICING INSTRUCTIONS**PREAMBLE TO THE BILL OF QUANTITIES**

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 Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:

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

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Pricing Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Stage 1 to Stage 6 of Normal Services will not be based on a percentage of a construction estimate, but on the Tenderer's own independent pricing for the relevant Stages. Stages 1 to 6 for Normal Services are as defined in Par 3.2 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act (46 of 2000), Published in Government Gazette No 39480, 4 December 2015.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Pricing Schedule. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons in respect of time-based fee rates for professional services shall be as specified in the BoQ for the Key Persons.
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Provisional sums are provided in respect of services and may not be removed from the BoQ during pricing. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Pricing Schedule.
11. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which claimable under Miscellaneous Items at DPW rates. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
12. Construction monitoring staff shall be reimbursed for travelling expenses as per the relevant Travel: Construction Stage item.
13. All travel expenses are to be priced under the relevant items (pre- and during construction).
14. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement the Standard Professional Services contract as amended by the Contract Data.
15. All charges in respect of attendance for meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services .
16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

TENDER NO.: VCW413/PSP/PHILWWTW/25

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) TO COMPLETE THE DESIGN AND IMPLEMENTATION OF THE PHILIPPOLIS WASTEWATER TREATMENT WORKS (WWTW)

C2.2 PRICING SCHEDULE AND SUMMARY

No.	Description				Amount
A	Professional Fees				
	Estimated Project Construction Value (R35,000,000,00)				
1	Tendered Fees based on Guideline of Services and Processes for Estimating Fees for Registered Engineering Professionals (Engineering Council of South Africa) (Discount included if applicable)				
1.1	Summary of Item A1 in stages of service				
	Percentage Offered (%):				%
	Final Professional Fee (R) as per the fees offered:				
A	Sub Total (A)				R
B	Additional resources				
	Description	SI Unit	Quantity	Rate	
1.1	Site Supervision-Project Leader (Full Time)	Month	8	R	R
1.1	Site Supervision-Employers Agent's Representative (Full Time)	Month	8	R	R
1.3	Compliance to - Health and Safety Requirements (Full Time)	Month	8	R	R
1.4	Compliance to - Environmental Requirements (Full Time)	Month	8	R	R
2	Travelling Costs	Month	13	R	R
3	Printing, Duplication, etc.	Month	13	R	R
4	Communication	Month	13	R	R
5	Community Co-ordinating Officer (Full Time)	Month	8	R	R

6	Disbursements (Other to be specified in cover letter)	R
B	Sub Total (B)	R
C	Total (A + B)	R
	(VAT) Value Added TAX- The tenderer shall add 15% of the subtotal for value-added tax	R
	TENDER SUM CARRIED TO FORM OF OFFER AND ACCEPTANCE	R

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Tenderer:

SCOPE OF WORKS

C3.1: Employers Objective

C3.2: Background and Site Location

C3.3: Extent of the services required

C3.4: Key Personnel required for assignment

C3.5: Duties and functions of the Key Personnel Required for Assignment

C3.6: Consultants Fees

C3.1 EMPLOYERS OBJECTIVE

It is the objective of the Vaal Central Water to complete the design and implementation of the Philippolis Wastewater Treatment Works (WWTW)

The appointment of a Professional Service Provider is to complete the design and implementation of the Philippolis Wastewater Treatment Works (WWTW).

C3.2 BACKGROUND AND SITE LOCATION

Vaal Central Water has assumed responsibility for the Philippolis Wastewater Treatment Works project following the termination of services by the Kopanong Local Municipality. The municipality had previously appointed an Engineering Consultant and a Contractor to execute the refurbishment and upgrading of the facility; however, their contracts were discontinued.

Vaal Central Water now requires the appointed Professional Service Provider to verify the practicality and adequacy of the existing design, to act as the Employer's Agent throughout the construction phase, and to compile and submit a comprehensive project close-out report.

C3.3 EXTENT OF THE SERVICES REQUIRED

Normal Services:

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) 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), published in Government Gazette No 44333, 26 March 2021.

Additional Services:

The provision of all services described in Clauses 3.3.1 to 3.3.8 (inclusive) of Board Notice 138 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), published in Government Gazette No 44333, 26 March 2021.

Additional Services are listed as follows:

1. OHS Agent Services

- OHS Services are applicable to the Pre-construction and Construction Phase. The Construction Phase must be based on a 8-month construction period. OHS Agent to attend monthly site meetings during construction stage and provide monthly side audit reports.
- The OHS Agent is responsible for carrying his/her duties in terms of the tender and the Construction Regulations 2014.
- The OHS Agent is required to be involved in all the six (6) stages of the project life cycle.

2. Environmental Agent Services

- Basic site assessments

- Applications for Water use licences
- Terrestrial biodiversity assessment inclusive of plant species component
- Aquatic Impact Assessment (Surface water features within 500m from the proposed line);
- Terrestrial Animal Species Compliance Statement
- Phase 1 Palaeontological Impact Assessment
- Letter of Recommendation for the exemption of a Phase 1 Archaeological Impact Assessment.
- The Construction Phase must be based on a 8-month construction period. The ECO to attend monthly site meetings during construction stage and provide monthly side audit reports.

Provisional Sums

- Allowance has been made for the following Provisional Sums:
- Site Supervision - Allowance must be made for Level 3 (Full time) Site Supervision;
- Obtaining of wayleaves and land expropriations;
- Land Surveyor duties;
- Social Facilitation;
- Miscellaneous Disbursements: Photocopies, prints, etc will be reimbursed at the latest DPW rates.

The Professional Service Provider will be required to submit Monthly Progress Reports and attend monthly Progress Meetings at the offices of the Employer for duration of the design stage and on site during construction stage.

The implementation of all of the abovementioned tasks are subject to availability of pre-approved funding.

The Employer intends to complete the full Scope of Work making full use of the budget allocation and the Employer intends to employ the Service Provider for the full duration as defined above. However, it should be noted that the Employer's budget is subject to periodic review, and the project is budget dependent. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

A **Level 3 Full Time** construction monitoring service is required. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage. Ownership of all designs and drawings produced during the various project stages during this project will become the property of the Vaal Central Water. These designs and drawings may be used elsewhere without any further compensation to the service provider.

C3.4 KEY PERSONNEL REQUIRED FOR ASSIGNMENT

The Professional Service Provider (PSP) shall maintain the involvement of the following key personnel:

1. A **PROJECT LEADER** who is registered as a Professional Engineer / Professional Technologist with the Engineering Council of South Africa (ECSA), with experience in the field of Water and Sanitation for Professional Engineer / Professional Technologist.
2. A **RESIDENT ENGINEER/EMPLOYER'S AGENT REPRESENTATIVE** with minimum Bachelor of Science Degree or B. Tech Qualification and experience in sanitation projects. As well as an active professional registration with the Engineering Council of South Africa (ECSA)
3. An **OCCUPATIONAL HEALTH AND SAFETY AGENT (OH&S AGENT)** with a Bachelor of Science Degree or B Tech in Health and Safety who is registered with SACPCMP as a professional construction Health and Safety Officer.
4. An **ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)** – who is registered with SACNASP or equivalent or as an EAP with EAPASA with at least five (5) years direct experience in sanitation related projects.

C3.5 DUTIES AND FUNCTIONS OF THE KEY PERSONNEL REQUIRED FOR ASSIGNMENT

The Professional Service Provider (PSP) shall maintain the involvement of the following key personnel:

TEAM MEMBER	ROLE & FUNCTION
PROJECT LEADER	Act as the Agent for the project, Client Liaison, Team Co Ordinator, Act as the engineer in terms of ECSA, civil design, documentation, tender, contract administration.
RESIDENT ENGINEER/EMPLOYER'S AGENT REPRESENTATIVE	Will be responsible for all activities related to site supervision, quality control, progress monitoring, etc.
OCCUPATIONAL HEALTH AND SAFETY AGENT (OH&S AGENT)	Will be responsible as the OHS Agent for all work carried out in terms of the tender in terms of the Construction Regulations 2014.
ENVIRONMENTAL ASSESSMENT PRACTITIONER	Preliminary environmental screening and identification of impacts, pre-consultation with authorities and organs of state, identification of additional specialist requirements and appointment of specialists, public participation, environmental authorisation application (Basic Assessment), Environmental Management Plan, additional permit applications (Water Use Licenses, flora and fauna relocation permits), liaison with project team, ECO and full

	construction monitoring and reporting (pre-commencement, auditing and closure).
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C3.6 CONSULTANT FEES

Stage 1 to Stage 6 Normal fees are as defined in the Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000) published in Government Gazette No 44333, 26 March 2021.

'No construction cost estimate is provided during tender stage. The consultant to price the various Stages of Normal Services as per his own estimates.

All travel costs, including time related travel costs to be priced under Item 3.1 of the Schedule of Quantities as well as Normal Fees.