

BID DOCUMENT

PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

BID No. AW 2023/24/13

CLOSING DATE: 03 May 2024 AT 11:00 a.m.

ISSUED AND PREPARED BY:

Amatola Water
Private Bag X3
Vincent
5217

Tel: +27 43 707 3700

Fax: +27 43 707 3770

BIDDER TO COMPLETE:	
Name of the Tenderer	
CSD Number	

BIDDER'S INFORMATION SHEET

PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

BID No. AW2023/24/13

This form must be filled in by all respondents to this submission and included in the document submitted. The information shall be used for any correspondence or contact with the tenderer.

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

TELEPHONE NUMBER CODE.....NUMBER.....

E MAIL ADDRESS

CELL PHONE NUMBER

COMPANY REG. NUMBER

VAT REGISTRATION NUMBER

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS SUBMISSION IS SIGNED

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

Tender No. AW2023/24/13

Amatola Water Board is a state-owned, South African water utility established in November 1997 and is mandated to render water services to water sector institutions, to local government and other customers in the Eastern Cape.

INVITATION AND SCOPE OF WORK

Suitably experienced, qualified, and registered Professional Service Providers to participate in the **PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS.**

Only Bidders with the required company experience, the designated suitably registered Professional Persons in accordance with the relevant South African legislature for Professionally Registered Persons and in terms of the relevant professional bodies and quality management system and procedures, are eligible to submit tenders.

COMPULSORY CLARIFICATION MEETING

A compulsory clarification meeting with representatives of the Employer will take place on the **18th April 2024** on Thursday at **11:00am**. The meeting will be held at **Nahoon Dam Boathouse, (Co-Ordinates: 32°54'11.46" S 27°48'38.99"E)**. Any Bidder who arrives fifteen (15) minutes after the commencement of tender briefing will be not allowed to participate in the clarification meeting. A roll call will be conducted at end of the briefing session, and each Bidder may only be represented by one representative, Bidders which do not respond during the roll call will be deemed to have not attended the compulsory clarification meeting and will not be considered for evaluation.

TENDER CONDITIONS

- The Preferential Procurement Policy Framework Act 2000 (PPPFA) principles shall apply, whereby submissions will be evaluated accordingly to the provisions of the Act as amended in the Preferential Procurement Regulation 2022 (PPR 2022).
- Bids are to be completed in accordance with the conditions and rules contained in the bid documents.
- Tenders which are late, incomplete, unsigned, or submitted electronically will not be accepted.
- All tenders are to remain valid for a period ninety (90) days from the closing date of the submission.
- A Tax Compliance status PIN (an original valid SARS certificate) must be submitted with the tender document to be considered.
- Failure to provide supplementary information specified and completion of the returnable schedules will result in the tender being regarded as non-responsive.
- Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of tender.

TENDER PUBLICATION

Tender documents shall be downloaded for free from Amatola Water website and National Treasury website (E-Tender portal) at **09:00am on Thursday the 11th April 2024.**

TENDER SUBMISSION

The original completed bid documents plus one complete duplicate copy of Tender of the original and all supporting documents (in a separate file), must be submitted in a sealed envelope or parcel endorsed with the Bid Number and Bid Description as detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box located in the reception area of **Amatola House, 6 Lancaster Rd, Vincent, East London** on **03rd May 2024 at 11:00am**, prior to the closing time. The bid submissions will be opened in public shortly after the closing time.

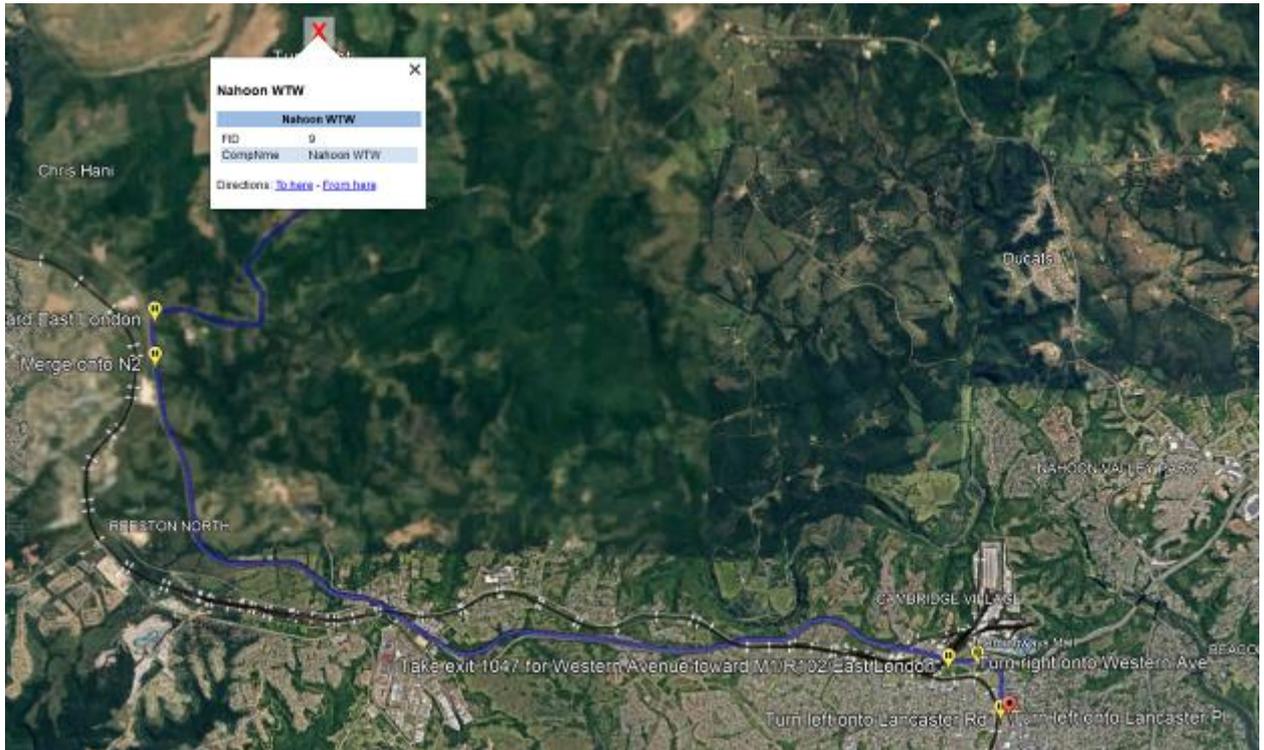
Tender Enquiries

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to: Ms N. Ndlamla e-mail: nndlamla@amatolawater.co.za

Mr S. Koyo
Chief Executive

Amatola Water supports transformation through Preferential Procurement and tenders will be awarded in accordance with Amatola Water's Supply Chain Management Policy.

LOCALITY PLAN: CLARIFICATION MEETING VENUE



(Co-Ordinates: **32°54'11.46" S 27°48'38.99" E**)

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice of 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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. 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	Data
C.1	GENERAL
C.1.1	The Employer is: Amatola Water Board
C.1.3	Add the following to C1.3.3 A tendered sum may be regarded as being unduly low should it be considered to compromise the ability of a consultant to execute the contract i.e., it presents an unacceptable commercial risk to the Employer, or the Consultant will have insufficient financial capability to perform the contract.
C.1.2	The Tender Document for this Contract comprises the following: <ol style="list-style-type: none"> 1. The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za. 2. The Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. 3. This tender document as provided by the Employer and available from the office of the Amatola Water Board.
C.1.4	The Employer's Agent: Mr. Lukhanyo Ndubela Address: Amatola Water 6 Lancaster Rd, Vincent, East London, 5200 Telephone: 043 707 3700 Fax: 043 707 3701 E-mail: Indubela@amatolawater.co.za
C.1.6.1	Add the following: The purpose of this bid is for AW to establish a panel of professional service providers to render PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS. NB: THE PANEL WILL SERVICE THE PRIMARY AND SECONDARY BUSINESS ACTIVITIES OF AMATOLA WATER.

Clause number	Data
	A contract will be concluded with bidders who in terms of the mandatory requirements for the bid are deemed responsive and have the necessary company experience and personnel as set out in the compliance requirements for the bid. The panel will be rotated from the highest point scorer to the lowest, however where deemed necessary, rates will be negotiated to market-related rates.
C.1.6.2	A competitive negotiation process will be allowed where deemed necessary.
C.1.6.3	A two staged system will not be followed.
C2.2	<i>Tenderer's Obligations</i>
C.2.1	Eligibility
C.2.1.1	<i>Delete the clause and replace with the following:</i> Tenderer's must submit a tender offer that complies in all aspects to the conditions detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions shall be declared responsive.
C.2.1.3	<i>Add the following after C.2.1.2:</i> Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made, and what the offer constitutes, will be declared responsive.
C.2.1.4	Only those tenders that satisfy the following criteria will be declared responsive:
C.2.1.4.1	Joint Ventures are eligible to submit a tender offer provided that: 1) Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. 2) The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture. 3) The agreement must also state the bank account details where payments will be deposited to
C.2.1.4.2	National Treasury Central Supplier Database Registration Only Tenderers who are currently registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderer's CSD registration number. Tenderers who are not registered are not precluded from submitting bids but must be registered prior to Contract Award. In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register . For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700

Clause number	Data
C.2.1.4.3	<p>Tenderer's Tax Clearance Certificate</p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS).</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.</p>
C.2.1.4.4	<p>Attendance of Compulsory Clarification Meeting</p> <p>A compulsory clarification meeting with representatives of the Employer will take place on 18th April 2024 on Thursday at 11:00am. The meeting will be held at Nahoon Dam Boathouse, (Co-Ordinates: 32°54'11.46" S 27°48'38.99"E). Any Bidder who arrives fifteen (15) minutes after the commencement of tender briefing will be not allowed to participate in the clarification meeting. A roll call will be conducted at end of the briefing session, and each Bidder may only be represented by one representative, Bidders which do not respond during the roll call will be deemed to have not attended the compulsory clarification meeting and will not be considered for evaluation.</p>
C.2.1.4.5	<p>Compliance with Requirements of Amatola Water SCM Policy and Procedures</p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ol style="list-style-type: none"> 1. Registration with CSD – Compliance in terms of restriction and taxes; 2. VAT registration number (if any) to be provided; 3. A completed Certificate of Authority for Partnerships / Joint Ventures / Consortiums to be provided authorizing the tender to be made and the signatory to sign the tender on the partnership / joint venture / consortium's behalf (applicable schedule to be completed); 4. A copy of the partnership / joint venture / consortium agreement to be provided; 5. SBD4 - A completed Bidder's Disclosure Form to be provided; 6. Completeness of Bill of Quantities (BoQs) 7. The tenderer's tax matters with SARS are in order; 8. The tenderer is not an advisor or consultant contracted with the Employer; 9. The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
C.2.1.4.6	<p>Minimum Capability Requirement and Compliance Verification</p> <p>Prospective tenderers will only be eligible to submit a tender if the tenderer has the minimum similar project experience and suitably qualified and experienced personnel to undertake the project(s) in the panel the Tenderer is bidding on.</p> <p>The minimum compliance requirements for the bid are as follows:</p> <p>KEY PERSONNEL / RESOURCES</p> <p>A key personnel / resource is defined as the key personnel within the employ of the company, with the required qualification, experience and registration in the required field, that will be responsible for executing and taking responsibility for the works as defined in the scope of works at the time of appointment.</p> <p>Certified academic qualifications certificates and a CV showing relevant experience only for each personnel required must be provided. Bidders should only submit the minimum required personnel as per the table above. It is not necessary to show the full staff</p>

Clause number	Data		
	complement of the bidder. The CV of the proposed personnel must only show the relevant experience per role. Failure to comply to the requirements of the CV and to below requirements will render the bidder as non-responsive in terms of this requirement.		
	No.	Evaluation Criteria	Documentary Proof to be attached during submission
	1.	Company Experience: Company to submit at least 3 references where Hydrogeological services for siting, drilling, and testing of boreholes were rendered and successfully completed within the last 10 years.	1. Company profile reflecting relevant experience. 2. Completed, signed, and stamped, Client Reference Forms as per the Evaluation Schedules for Experience on Previous Related Projects OR alternatively, Reference letters from the Client clearly indicating the Client details, Working contact details and Project details that will allow for ease of evaluation (verification may be conducted)
	2.	Key Personnel: Team Leader Technical Expertise: Project leader must be a registered professional Scientist Pr. Sci. Nat and have at least 10 years' experience. A Minimum qualification of BSC Honours Degree in Geology /Geohydrology or National Diploma in Geotechnology qualifications	1. CV and certified copy of qualifications and valid professional registration as a Scientist Pr. Sci. Nat with the South African Council for Natural Scientific Professions.
	3.	Specialised Team Technical Expertise: Key technical personnel must be members of GWD (Ground Water Division), the division of GSSA (Geological Society of South Africa)	1. Detailed CV and certified copy of qualifications. 2. Certified copy of valid membership as proof of registration

Clause number	Data			
		Key Personnel:	A National Diploma qualification in Geology/Geohydrology	
	4.		Design Engineer: Civil Minimum education and professional registrations required: The minimum education requirements for this role is a BTech in Civil Engineering or higher. Professionally registered as Pr. Eng, or Pr. Tech Eng.	1. Detailed CV and certified copy of qualifications. 2. Certified copy of proof of membership
	5.		Design Engineer: Mechanical Minimum education and professional registrations required: The minimum education requirements for this role is a BTech in Mechanical Engineering or higher. Professionally registered as Pr. Eng, or Pr. Tech Eng.	1. Detailed CV and certified copy of qualifications. 2. Certified copy of proof of membership
	6.		Design Engineer: Electrical Minimum education and professional registrations required: The minimum education requirements for this role is a BTech in Electrical Engineering or higher. Professionally registered as Pr. Eng, or Pr. Tech Eng.	1. Detailed CV and certified copy of qualifications. 2. Certified copy of proof of membership
	3.	Methodology	Methodology including supporting documentation, pictures, specifications, and operation of the business outlining all the relevant phases/stages to be submitted.	Detailed methodology provided

Clause number	Data			
	4.	Quality Management System	Professional Service Provider Quality Management plan or system evidence by providing proof of ISO certification or proof of quality management system deployed within the organization.	ISO 9001 Certification or Proof of Quality Management System that the Company has.
	5.	Professional Indemnity	The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 2.5 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.	Proof of valid Professional Indemnity which conforms to the required amount.
NB: Certification of documents should not exceed six (6) months.				
C.2.6 Acknowledge Addenda	All tenderers to acknowledge receipt of any Addenda issued and to complete and sign Record of Addenda to Tender Documents in the Returnable Schedules. Failure to apply instruction will render a Tenderer's offer non-responsive.			
C.2.7 Clarification Meeting	<p>The arrangements for a COMPULSORY information session are stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity or entity which will be part of the JV / Consortium.</p> <p>Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>			
C.2.8 Seek clarification	No telephonic or any other form of communication with any other Amatola Water member of staff, other than the named individuals on the tender advert, relating to this request for the tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to all the named individuals.			
C2.10 Pricing The Tender Offer	Pricing of bids and pricing instructions is provided on these tender and prospective bidders are requested to price on a rate-based itemised bill as set out on this tender.			
C2.10.2 Pricing The Tender Offer	Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS			

Clause number	Data
<p>C.2.11 Alterations to Documents</p>	<p>Add the following:</p> <p>In the event of an error having been made on the price schedule, it shall be crossed out in non-erasable ink and shall be accompanied by an initial of each signatory to the Tender at each and every price alteration.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified as non-responsive and shall not be considered</p>
<p>C.2.12 Alternative Tender Offers</p>	<p>Alternative tender offers will NOT be considered.</p>
<p>C.2.13.1 Submitting a Tender Offer</p>	<p>Submission of a "Copy" of the tender offer is NOT compulsory</p>
<p>C.2.13.3 Submitting a Tender Offer</p>	<p>Add the following to C.2.13.3 at the end of the first sentence:</p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus all supporting documents. No duplicate copy is required.</p>
<p>C.2.13.4 Submitting a Tender Offer</p>	<p>Add the following to C.2.13.4:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE / CONSORTIUM submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p>
<p>C.2.13.5 Submitting a Tender Offer</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Bid box at the</p> <p>Amatola House, 6 Lancaster Rd, Vincent, East London, 5200</p> <p>Identification details:</p> <p>CONTRACT NUMBER: AW2023/24/13</p> <p>Description of project: PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS.</p>
<p>C.2.13.6</p>	<p>This tender will follow a competitive selection procedure (two-envelop system will not apply)</p>

Clause number	Data
Submitting a Tender Offer	
C.2.13.9 Submitting a Tender Offer	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
C.2.15 Closing Time	Add C2.15.3 The closing time for submission of bid offers is as stated in the Tender Notice and Invitation to Tender. No tender offers will be accepted after closing time stated in the Tender Date.
C.2.16 Tender Offer Validity	The bid offer validity period is 90 days .
C.2.18 Provide Other Material	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C.3	THE EMPLOYER'S UNDERTAKINGS
C.3.1 Respond to requests from the Tenderer	Replace the following wording... five (5) working days with seven (7) working days
C.3.2 Issue Addenda	<i>Amend C.3.2 as follows:</i> Change "three (3)" working days to read "five (5)" working days. <i>Add the following to C.3.2, at the end of the paragraph:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post. The Employer or his Agent shall not be held liable or responsible for non-receipt of any Addenda issued (and consequent rejection of tender submitted) where communication of such Addenda using the supplied contact e-mail address fails for whatever reason.
C.3.4 Opening Of Bid Submissions	Tenders will be opened on the same day at tender close at Amatola House, 6 Lancaster Rd, Vincent, East London.
C.3.5 Two-Envelope System	A two-envelope procedure will NOT be followed.
C.3.7 Grounds for Rejection and Disqualifications	<i>Add the following to the end of C.3.7:</i> Tenderers will be disqualified: a) If any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector.

Clause number	Data
<p>C.3.8</p> <p>Test for Responsiveness</p>	<p>Add the following after C.3.8.1</p> <p>Bid evaluation process will be based on below steps and qualified tenderers may be subject to negotiations of the most acceptable rate as outlined in the Standard for Uniformity in Engineering and Construction Works Contracts as contained in the Government Gazette No 42622 of August 2019.</p> <p>STAGE 1: DETERMINE COMPLETENESS OF TENDER OFFER</p> <p>In this phase all bids received will be verified for compliance and completeness of the submitted proposal per the below set of requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase.</p> <ul style="list-style-type: none"> i) Tender submissions will be screened to identify schedules and requested documents that are incomplete or have not been submitted. ii) Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender including the following: <ul style="list-style-type: none"> • Eligibility. • Alterations to the bid documents. • SBD4 - Bidder Disclosure • Form A - Authority to Sign iii) Tender offers will be declared non-responsive should they fail to comply with any one of the requirements of the above. iv) Non-responsive Tender Offers will not be further evaluated. <p>All forms and declarations must be signed and completed in a black non-erasable ink and returned with the Bid Document as a whole, no tippex or correctional fluid must be used. Failure to sign and / or complete the forms and declarations will result in the bid being disqualified.</p> <p>STAGE 2: PRE-QUALIFICATION & COMPLIANCE REQUIREMENTS</p> <ol style="list-style-type: none"> 1. Tender submissions will be assessed to determine whether the documents submitted provide sufficient evidence to demonstrate minimum compliance with the capability requirements set out in the Tender Data. 2. The minimum compliance requirements cover two areas: <ol style="list-style-type: none"> a. Tenderer's expertise and experience; and b. Key Staff qualifications and experience. c. Methodology d. Company quality management. e. Professional Indemnity 3. Failure to meet any one of the minimum capability requirements will result in the Tender Offer being declared non-responsive. 4. Non-responsive Tender Offers will not be further evaluated.

Clause number	Data																								
C.3.8 (Cont'd) Price & Preference	<p>STAGE 3: PRICE AND PREFERENCE</p> <p>In terms of the Preferential Procurement Policy Framework Act (PPPFA) and preferential system as set out on the PPR 2022 (Preferential Procurement Regulations PPR 2022) the 80/20 scoring system will be applicable to this tender.</p> <p>The maximum points for this tender are allocated as follows:</p> <table border="1" data-bbox="448 479 1378 786"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td> <td>100</td> </tr> </tbody> </table> <p><u>PRICE EVALUATION (80)</u></p> <p>The price points out of 80 will be allocated to the Price Tendered or evaluated price.</p> <table border="1" data-bbox="373 913 1378 1149"> <thead> <tr> <th>Adjudication Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ </td> <td>80</td> </tr> </tbody> </table> <p>Where:</p> <p><i>P_s</i> = Points scored for price of Bid under consideration <i>P_t</i> = Rand value of Bid under consideration <i>P_{min}</i> = Rand value of lowest acceptable Bid</p> <p><u>SPECIFIC GOALS (20)</u></p> <p>Specific goals for the tender and points claimed are indicated per the table below.</p> <p><i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i></p> <table border="1" data-bbox="336 1599 1426 2067"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th> <th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th> </tr> </thead> <tbody> <tr> <td>HDI (51% or more black ownership)</td> <td>4</td> </tr> <tr> <td>Black women (51% or more women ownership)</td> <td>2</td> </tr> <tr> <td>Black youth (51% or more youth ownership)</td> <td>2</td> </tr> <tr> <td>People with disability (20% or more disabled people ownership)</td> <td>2</td> </tr> <tr> <td>Locality (Enterprise within the Eastern Cape)</td> <td>10</td> </tr> </tbody> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and SPECIFIC GOALS	100	Adjudication Criteria	Points	Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80	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)	HDI (51% or more black ownership)	4	Black women (51% or more women ownership)	2	Black youth (51% or more youth ownership)	2	People with disability (20% or more disabled people ownership)	2	Locality (Enterprise within the Eastern Cape)	10
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C.3.8 (Cont'd)																									

Clause number	Data
Price & Preference	<ul style="list-style-type: none"> - SBD 6.1 must be fully completed and signed by the bidders in order to claim the above points, failure to claim points will result in non-awarding of points.
C.3.8.3	The number of paper copies of the signed contract to be provided by the employer is one.
C.3.11 Evaluation of Tender Offers	<p>The tenders will be evaluated in two stages as follows:</p> <ol style="list-style-type: none"> 1. Completeness of Tender Offer 2. Achieving minimum capability requirements
C.3.11.1	<p>General</p> <p>Tenders will be evaluated in terms of the Amatola Water procurement policy.</p> <p>The Employer reserves the right to contact references and make enquiries to determine the Tenderer's competence, reliability, experience, reputation, and capability to perform the works.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one .

PART T2: RETURNABLE DOCUMENTS

T2.1 Returnable Documents

T2.2 Returnable Schedules

T2.1 RETURNABLE DOCUMENTS

Failure to fully complete the compulsory returnable documents shall render such a tender offer non-responsive.

Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for key positions.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering a contract with a tenderer. If subsequently any information is found to be incorrect, such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event, the Employer has the discretionary right under the contract conditions to terminate the contract.

The tenderer must complete the following returnable Schedules:

COMPULSORY TENDER DOCUMENTS FOR TENDER EVALUATION PURPOSES	
	RECORD OF ADDENDA TO TENDER DOCUMENTS
	BIDDER'S DISCLOSURE
	AUTHORITY FOR SIGN
	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
	COMPULSORY ENTERPRISE QUESTIONNAIRE
OTHER DOCUMENTS REQUIRED FOR EVALUATION PURPOSES	
	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
	LETTER OF GOOD STANDING
	TAX CLEARANCE COMPLIANCE REQUIREMENTS
	SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
RETURNABLES FOR MINIMUM CAPABILITY REQUIREMENT AND COMPLIANCE VERIFICATION	
	COMPANY EXPERIENCE: PREVIOUS RELATED PROJECTS
	KEY PERSONNEL
	METHODOLOGY
	PROOF OF QUALITY MANAGEMENT SYSTEM AND CERTIFICATION
	PROFESSIONAL INDEMNITY

T2.2 RETURNABLE SCHEDULES

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise,

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation
		Signature : Name : Designation
		Signature : Name : Designation
		Signature : Name : Designation

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

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COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Signed Date.....

Name Position

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

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:

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.

SBD 4

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:

.....
.....

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.

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 4

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

**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

▪ **GENERAL CONDITIONS**

- The following preference point systems are applicable to invitations to tender:
 1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest 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
SPECIFIC GOALS	20
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).

- **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
 o **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	

Where

- P_s = 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
- 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 claimed (80/20 system) (To be completed by the tenderer)
HDI (51% or more black ownership)	4	
Black women (51% or more women ownership)	2	
Black youth (51% or more youth ownership)	2	
People with disability (20% or more disabled people ownership)	2	
Locality (Enterprise within the Eastern Cape)	10	

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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
 - 1 disqualify the person from the tendering process;
 - 2 recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - 3 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;
 - 4 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
 - 5 forward the matter for criminal prosecution, if deemed necessary.’

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

REGISTRATION TO NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Proof of registration on the National Treasury Central Supplier Database to be attached here (alternatively; the Tenderer to provide MAAA number).

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LETTER OF GOOD STANDING

Provide a Certified copy of Letter Proof of Good Standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID)

TAX CLEARANCE COMPLIANCE REQUIREMENTS

The Tenderer is required to submit the following with his tender:

Tax compliance PIN numbers in case of Bidder only / Consortia / JV:

- 6 Bidders must ensure compliance with their tax obligations.
- 7 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.
- 8 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.
- 9 Bidders may also submit a printed TCS together with the bid.
- 10 In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.
- 11 Where no TCS is available, but the Bidder is registered on the central supplier database (CSD), a CSD number must be provided.

KEY PERSONNEL

Appropriately qualified, skilled, and experienced professionally accredited key personnel assigned to designated key roles as stated in the compliance criteria for this bid. Bidders are advised that considerable attention will be applied during the evaluation process with regards to the quality of the key personnel proposed on the project. Therefore, during project implementation, it is imperative that only equal or better resources are used in the event of replacement.

REQUIRED KEY PERSONNEL	NAME, RELEVANT PROFESSIONAL REGISTRATION
Project Leader	Name:
	Professional Registration and Registration No:
Specialised Technician	Name:
	Professional Registration and Registration No:
	Professional Registration and Registration No:
Designer: Civil	Name:
	Professional Registration and Registration No:
	Professional Registration and Registration No:
Designer: Mechanical	Name:
	Professional Registration and Registration No:
	Professional Registration and Registration No:
Designer: Electrical	Name:
	Professional Registration and Registration No:
	Professional Registration and Registration No:

Notes: The bidder needs to have personnel as listed above in his/her employ either as permanent employees or contracted employees with valid contracts signed by both parties. This section shall be used for scoring points on key staff registrations with the relevant professional bodies and be required to be evaluated as responsive under these criteria.

Certified academic qualifications certificates and a CV showing relevant experience only for each personnel required must be provided.

Bidders should only submit the minimum required personnel as per the table above. It is not necessary to show the full staff complement of the bidder. Bidders who fail to complete the tables above will be disadvantaged.

COMPANY EXPERIENCE: PREVIOUS RELATED PROJECTS

Company Experience in Hydrogeological services for the siting, drilling, and testing of boreholes by the bidder. Only a minimum of three (3) relevant projects may be indicated in the table below, complete with the relevant project appointment letters and reference letters indicating the names of the client, name of project and project value to be evaluated as responsive with respect to these criteria. Only a minimum of three (3) relevant projects may be presented. Bidders who fail to complete the tables above will be disadvantaged.

CRITERIA	LIST OF RELEVANT COMPLETED PROJECTS
Project 1	Name of Client: Contact Details of Client: Name of Project: Project Value: Scope of Works:
Project 2	Name of Client: Contact Details of Client: Name of Project: Project Value: Scope of Works:

<p>Project 3</p>	<p>Name of Client:</p> <p>Contact Details of Client:</p> <p>Name of Project:</p> <p>Project Value:</p> <p>Scope of Works:</p>
<p>Project 4</p>	<p>Name of Client:</p> <p>Contact Details of Client:</p> <p>Name of Project:</p> <p>Project Value:</p> <p>Scope of Works:</p>
<p>Project 5</p>	<p>Name of Client:</p> <p>Contact Details of Client:</p> <p>Name of Project:</p> <p>Project Value:</p> <p>Scope of Works:</p>

Notes: The bidder shall attach to this page certified copies of the appointment letter / letter of award, the Certificate of Completion for the projects and the Client Reference letters as per the template provided based on the Category the bidder has selected. The number of projects submitted shall match the number of projects for the category selected. It is the responsibility of the bidder to submit valid and clear evidence to substantiate the project appointment and proof of completion. Failure to submit valid and clear evidence will result in the bidder being deemed as non-responsive.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....	



EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS RELATED PROJECTS

The Tenderer shall provide details of his/her performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” must be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer).

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CLIENT REFERRAL FORM

PROJECT NAME: _____

NAME OF CLIENT: _____

PROJECT CONSTRUCTION VALUE: _____

PROJECT FEES CLAIMED AND PAID: _____

FULL DESCRIPTION OF THE SCOPE OF WORKS: _____

PROJECT DURATION AND COMPLETION DATE: _____

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE:

CRITERIA TO BE EVALUATED	RATING	ADDITIONAL COMMENTS
Quality of Planning and Site Investigations carried out under PSPs supervision		
Quality of Design Work		
Quality of Contract Administration carried out		
Quality of Site Supervision		
Overall quality of deliverables produced by the PSP		
Overall quality of project and engineering management provided by the PSP		
Ease of working with the PSP and team		

Ratings: Very Good 5, Good 4, Fair 3, Poor 2, Not Acceptable 1

Would the Client recommend the service provider to any other Client for appointment to carry out work of a similar nature to that the service provider carried out for you? Please explain?

Signed

Date

Name

Position

Client Stamp

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CLIENT REFERRAL FORM

PROJECT NAME: _____

NAME OF CLIENT: _____

PROJECT CONSTRUCTION VALUE: _____

PROJECT FEES CLAIMED AND PAID: _____

FULL DESCRIPTION OF THE SCOPE OF WORKS: _____

PROJECT DURATION AND COMPLETION DATE: _____

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE:

CRITERIA TO BE EVALUATED	RATING	ADDITIONAL COMMENTS
Quality of Planning and Site Investigations carried out under PSPs supervision		
Quality of Design Work		
Quality of Contract Administration carried out		
Quality of Site Supervision		
Overall quality of deliverables produced by the PSP		
Overall quality of project and engineering management provided by the PSP		
Ease of working with the PSP and team		

Ratings: Very Good 5, Good 4, Fair 3, Poor 2, Not Acceptable 1

Would the Client recommend the service provider to any other Client for appointment to carry out work of a similar nature to that the service provider carried out for you? Please explain?

Signed

Date

Name

Position

Client Stamp

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

CLIENT REFERRAL FORM

PROJECT NAME: _____

NAME OF CLIENT: _____

PROJECT CONSTRUCTION VALUE: _____

PROJECT FEES CLAIMED AND PAID: _____

FULL DESCRIPTION OF THE SCOPE OF WORKS: _____

PROJECT DURATION AND COMPLETION DATE: _____

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE:

CRITERIA TO BE EVALUATED	RATING	ADDITIONAL COMMENTS
Quality of Planning and Site Investigations carried out under PSPs supervision		
Quality of Design Work		
Quality of Contract Administration carried out		
Quality of Site Supervision		
Overall quality of deliverables produced by the PSP		
Overall quality of project and engineering management provided by the PSP		
Ease of working with the PSP and team		

Ratings: Very Good 5, Good 4, Fair 3, Poor 2, Not Acceptable 1

Would the Client recommend the service provider to any other Client for appointment to carry out work of a similar nature to that the service provider carried out for you? Please explain?

Signed

Date

Name

Position

Client Stamp

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

PROOF OF QUALITY MANAGEMENT SYSTEM AND CERTIFICATION

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

PART C1: AGREEMENTS AND CONTRACT DATA

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

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:

Amount in Words.....
.....
.....

R..... (in figures).

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

Signature: (of person authorised to sign the tender)

Name: (of signatory in capitals)

Capacity: (of signatory)

Name of Tenderer: (organisation)

Address:
.....

Telephone number: **E-mail:**.....

Witness:

Signature:

Name: (in capitals)

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

Tender Reference: **AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS**

C1.1.2: ACCEPTANCE

By signing this part of the 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
- Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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 representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any 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 these 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 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.

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer: *(organisation)*.....

Address:

.....

Witness:

Signature: **Name:** *(in capitals)*

Date:

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

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:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*.....

.....

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

.....

Witness:

Signature:

Name:

Date:

C1.2 Contract Data

The Standard Professional Services Contract, July 2009, Third Edition of CIDB document 1015, published by the Construction Industry Development Board, is applicable to this Contract and is obtained from www.cidb.co.za.

The following contract data is applicable to this contract:

CLAUSE.	DATA
	Part 1: Data provided by the Employer
3.4 and 4.3.2	The Employer is Amatola Water Board.
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Lukhanyo Ndubela The address for receipt of communications is: 6 Lancaster Place Vincent Park East London Telephone is: 043 707 3730 Email address is: Indubela@amatolawater.co.za
1	The project is: PANEL FOR PROFESSIONAL SERVICES PROVIDERS TO RENDER HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS
1	The Period of Performance (i.e. work allocation) is only for 3 years, from date Contract is in effect.
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract and the Purchase Order from the Employer.
3.5	The location for the performance of the Project is within the area of jurisdiction of the Employer, and locations of the specific allocated/issued project(s) shall be as per the issued Work Order.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.15.1	The programme shall be submitted within fourteen days of the award of the Contract and issuing of the Purchase Order related to the work allocated.
3.15.2	The Service Provider shall update the programme at intervals not exceeding four (4) weeks.
3.16	The time-based fees shall not be adjusted for inflation.
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

5.4.1	<p>The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.</p> <p>The Service Provider is required to provide the following insurances:</p> <p><u>1. Professional Indemnity</u> Cover is: Three times the value of fees payable per work allocation. Period of cover: Duration of Project including defects liability period</p> <p><u>2. Public Liability Insurance</u> Cover is: R10 million per claim. Period of cover: Duration of Project including defects liability period</p>
5.5	<p>The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <p>Proceeding with each stage of the project Allocation and Replacement of project team resources Sub-Consulting/Contracting of Work Appointment of Specialist Sub-Consultants and Sub-Contractors</p>
7.2	<p>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.</p>
8.1	<p>The Service Provider is to commence the performance of the Services within 14 days of date that the Contract becomes effective and receipt of a Purchase Order</p>
8.2.1	<p>The Contract is concluded when the scope of the work allocation is complete or when three years post work allocation or whichever comes first between the two.</p>
8.4.1 (c)	<p>If as a result of a budget adjustment process, it becomes necessary to change the funding allocation for the contract.</p>
8.4.3 (c)	<p>The period of suspension under clause 8.5 is not to exceed three months.</p>
9.1	<p>Copyright of documents prepared for the Project shall be vested with the Amatola Water.</p>
11.1	<p>A Service Provider may subcontract any work which he has the skill and competency to perform. Subcontracting of such work shall be done in accordance with Amatola Water’s Supply Chain Management policy and relevant National Treasury prescripts. Subcontracting without prior return approval by Amatola Water may result in the contract being terminated.</p>
12.1	<p>Interim settlement of disputes is to be by mediation. In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institute of Civil Engineers.</p>
12.2 and 12.3	<p>Final settlement is by arbitration.</p>
12.2.1	<p>In the event that the parties fail to agree on a mediator, the mediator is nominated by South African Institute of Civil Engineers (SAICE) and or any relevant professional body in South Africa that is agreed to by both parties.</p>

12.3.3	The adjudicator is the person appointed by the South African Institute of Southern Africa at the time the particular dispute to be referred arises.																								
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Amatola Water.																								
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less than amounts stated in Clause 5.4.1.																								
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.																								
13.5	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to three times the fees earned in the contract																								
13.6	The provisions of 13.6 do not apply to the Contract																								
14.1	The Employer has approved the Service Provider ceding payments directly to the sub-consultants via the standard cession agreement of the Employer, therewith undertaking to make payments directly to the sub-consultants in terms of the cession agreement.																								
14.2	Amounts due to the service provider shall be paid by the Employer within thirty (30) days of the Employer receiving payment by the relevant funding institution(s).																								
14.5	The deduction of retention monies will not be applicable to this contract.																								
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.																								
	Part 2: Data provided by the Service Provider																								
1/3.4/5.1.3/5.3	The Service Provider is: The Service Provider's representative is: Address: Telephone: Faxsimile:																								
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">ROLE</th> <th style="text-align: left;">NAME OF RESOURCE</th> <th style="text-align: left;">SPECIFIC DUTIES</th> </tr> </thead> <tbody> <tr> <td>Project Leader</td> <td></td> <td></td> </tr> <tr> <td>Specialised Technician</td> <td></td> <td></td> </tr> <tr> <td>Design Engineer: Civil</td> <td></td> <td></td> </tr> <tr> <td>Design Engineer: Mechanical</td> <td></td> <td></td> </tr> <tr> <td>Design Engineer: Electrical</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	ROLE	NAME OF RESOURCE	SPECIFIC DUTIES	Project Leader			Specialised Technician			Design Engineer: Civil			Design Engineer: Mechanical			Design Engineer: Electrical								
ROLE	NAME OF RESOURCE	SPECIFIC DUTIES																							
Project Leader																									
Specialised Technician																									
Design Engineer: Civil																									
Design Engineer: Mechanical																									
Design Engineer: Electrical																									

PART C2: PRICING DATA

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS



Amatola Water

Reference No.: AW2023/24/13

PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

C2.1 Pricing Assumptions

This is a term tender of rate base for a period of three (3) years.

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
The detailed investigation report should be developed and focus on the items given in the scope of works. Service provider will be attending monthly progress report and will hold at EASTERN CAPE AW offices.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:
Unit: The unit of measurement for each item of work.
Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.
3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. 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 Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are

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rendered.

6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the “make-up” of each component is described in the Scope of Work.
8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:
9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
11. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
12. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
13. Where a provisional sum has been provided in respect of additional assessment services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such assessment to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
14. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
15. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
16. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider’s account.
17. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff

shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km]

18. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. The monthly rates published by DPSA shall apply.
19. This is a rate based tender and tenderers are to note that the planning for this contract is based on a year budget. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract

C2.2 Activity Schedule

PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

Item 1.1

Item No.	Item Description	Unit	Qty	Rate	Amount
1	Hydrogeological survey, including/desktop study (feasibility and investigative), community liaison, geophysical survey, selection of 3 drilling sites and first phase reporting.	No.	1		
2.1	Drilling and development of a productive borehole up to a depth of 80m to 120m.	No.	1		
2.2	Drilling and development of a productive borehole up to a depth of 121m to 200m.	No.	1		
3	Drilling of an unsuccessful borehole up to 200 meters. Note: The Cost of the first dry borehole <u>WILL NOT</u> be remunerated by the Client.	No.	1		
4	Yield testing of one (1) productive borehole with pump test and water quality data analyses (Testing and Laboratory costs included).	No.	1		
5	Detailed Groundwater Source Development reporting with sustainable yield and management recommendations including recommendation to address water quality according to SANS241 drinking water standards.	No.	1		
6	Borehole registration and section 21a water use licensing with DWS per project.	No	1		
		TOTAL OF ITEM No. 1.1: (To be Carried through to Summary Page)			

1.1 **Additional Services**

ITEM 1.2

Item No.	Activity Description	Unit	Quantity	Rate	<u>Amount Rands (R)</u>
1.1	Level 1 Construction monitoring	Sum	1		
1.2	Level 2 Construction monitoring	Sum	1		
1.3	Level 3 Construction monitoring	Sum	1		
1.4	Act as the appointed agent for Amatola Water in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 OF 1993) and the associated Construction Regulations and Compilation and submission of Health & Safety plan	Sum	1		
1.5	Applying for wayleave conditions and approvals from all services authorities, and any legal court claims.	Sum	1		
1.6	Additional Services pertaining to Geotechnical Services	Sum	1		
1.7	Additional Services pertaining to Geohydrological Services	Sum	1		
1.8	Additional Services pertaining to Survey services including all requirements.	Sum	1		
1.9	Servitude registration for any new bulk pipelines, reservoirs and pumpstations.	Sum	1		

Item No.	Activity Description	Unit	Quantity	Rate	<u>Amount</u> Rands (R)
1.10	Environmental Impact Assessment for the proposed new and upgraded existing infrastructure where relevant following on the scoping report.	Sum	1		
1.11	Ad-hoc Sum to Accommodate unforeseen probabilities on Site.	Prov. Sum	1	R 300, 000.00	R 300, 000.00
TOTAL OF ITEM No. 1.2: (To be Carried through to Summary Page)					

Provision for Time-Based Engineering Services

Personnel staff rates for professional services for the duration of the contract.

ITEM 1.3

Item No	<u>Description</u>	<u>Quantity</u> Hours (Hrs)	<u>Rate</u> Rands (R)	<u>Amount</u> Rands (R)
1	Design Team			
1.1	Project Leader	1		
1.2	Specialised Team Technician	1		
1.3	Design Engineer: Civil/Structural	1		
1.4	Design Engineer: Mechanical	1		
1.5	Design Engineer: Electrical	1		
2	Project Management			
2.1	Project Manager	1		
2.2	Employer's Agent Representative	1		
2.4	Community Liaison Officer CLO	1		
2.5	Social facilitator	1		
2.6	Technician (National Diploma)	1		
2.7	CAD Operator / GIS Operator / Technical Assistant	1		
2.8	Environmental Control Officer with SACNASP	1		
TOTAL OF ITEM No. 1.3 (To be Carried through to Summary Page)				

AMATOLA WATER

CONTRACT NO. AW2023/24/13

PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

SUMMARY OF ACTIVITY SCHEDULE

TOTAL OF ITEM No. 1.1	R
TOTAL OF ITEM No. 1.2	R
TOTAL OF ITEM No. 1.3	R
A: SUB-TOTAL 1	R
CONTRACT PRICE ADJUSTMENT ADD: CPA at the rate of 10% of A above	R
B: SUB-TOTAL 2	R
C: VALUE ADDED TAX ADD: VAT at the rate of 15% of A above	R
SUB-TOTAL 3	R
D: Minus: Percentage (%) Discount at Suppliers Discretion	R
E: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE	R

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No AW2023/24/13 - **PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

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

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

PART C3: SCOPE OF WORKS

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

C3.1 EMPLOYER'S OBJECTIVE

The Employer's objective is to create project management, project implementation readiness, design, construction supervision capacity by appointing Professional Services Providers for the planning and implementation of Borehole projects for ECDoE in the Eastern Cape on an as and when required basis for a period of three years.

C3.2 LEGISLATION, GUIDELINES, NORMS, AND STANDARDS

The project implementation legislation, guidelines, norms, and standards to be utilised by the panel to executive projects are as follows:

- National Treasury legislation including the Public Finance Management Act
- Framework for Infrastructure Procurement and Delivery Management (FIPDM)
- Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000)
- Department of Water and Sanitation Planning Guidelines
- National Norms and standards for Domestic Water and Sanitation Services
- Division of Revenue Act, which is enacted annually and associated grant conditions for projects implemented using conditional grants.
 - Department of Corporate Governance and Traditional Affairs Municipal Infrastructure Grant
 - Regional Bulk Infrastructure Grant Project (RBIG) Planning Guideline
 - Department of Education Schools Grant
- National Environmental Management Act (107 of 1998)
- Occupational Safety and Health Act (85 of 1993)
- SANS 241 – Standards for Potable Water in South Africa
- SANS 10299 – Development, maintenance and management of groundwater resources
- Any other legislation, guideline, norms, and standards that may be enacted during the period of this bid.

C3.3 DESCRIPTION OF SERVICES REQUIRED

The following services will be required to be undertaken under the panel and split as follows:

- Planning, Studies, Investigations and Assessments
- Normal Services
- Additional Services
- Specialist Services

The Planning, Studies, Investigations and Assessments can be summarised as follows:

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000), as amended or amplified upon in the Request for Quotation documentation to be issued to successful bidders.

Depending on the funding source, work to be carried out in terms of planning may be carried out in accordance with the

The Normal Services can be summarised as follows:

STAGE 1: Inception Services	
Typical Activities	Typical Deliverables
Assist in developing a clear project brief. Attend project initiation meetings. Advise on procurement policy for the project. Advise on the rights, constraints, consents, and approval. Define the scope of services and scope of work required. Conclude the terms of the agreement with the client. Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services. Determine the extent of information, data, drawings, and plans relating to the project available at commencement. Provide necessary information within the agreed scope of the project to other PSPs and professionals involved if any.	Project brief Agreed scope of work Agreed services. Project procurement policy Signed agreements. Integrated schedule of consents and approvals Project initiation programme Record of all meetings Client approval to proceed to Stage 2
STAGE 2: Concept and Viability Services	
Typical Activities	Typical Deliverables
Assist the client in the procurement of the other PSP. Advise the client on the requirements to appoint health and safety PSP. Communicate the project brief to the other PSPs and monitor the development of the concept and viability. Agree the format and procedures for cost control and reporting by the other PSPs. Prepare a documentation and indicative construction programme. Co-ordinate the concept and viability documentation for presentation to the client for approval. Facilitate the approval of the concept and viability by the client. Facilitate the approval of the concept and viability by statutory authorities.	Signed Client Agreements Client approval to proceed to Stage 3.
STAGE 3: Design Development Services	
Typical Activities	Typical Deliverables
Agree and implement communication processes and procedures for the design development of the project.	Additional signed client/PSP agreements

<p>Assist the client in the procurement of the necessary other PSPs including the clear definition of their roles and responsibilities.</p> <p>Prepare, co-ordinate, agree and monitor a detailed design and documentation programme.</p> <p>Conduct and record PSPs' and management meetings.</p> <p>Facilitate inputs required by the health and safety consultant. Facilitate design reviews for compliance and cost control.</p> <p>Facilitate timeous technical co-ordination.</p> <p>Facilitate client approval of all Stage 3 documentation.</p>	<p>Detailed design and documentation programme</p> <p>Record of all meetings</p> <p>Approval by client to proceed to Stage 4</p>
STAGE 4: Documentation and Construction Procurement Services	
Typical Activities	Typical Deliverables
<p>Recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and other PSP.</p> <p>Prepare and agree the project procurement programme.</p> <p>Advise the client, in conjunction with the other consultants on the appropriate insurances.</p> <p>Co-ordinate and monitor the preparation of the procurement documentation by the PSPs in accordance with the project procurement programme.</p> <p>Manage the procurement process and recommended contractors for approval by the client.</p> <p>Agree the format and procedures for monitoring and control by the cost PSPs of the cost of the works.</p> <p>Co-ordinate and assemble contract documentation for signature.</p>	<p>The procurement strategy</p> <p>Procurement programme</p> <p>Tender/contract conditions</p> <p>Record of all meetings</p> <p>Obtain approval by client of tender recommendation(s)</p> <p>Contract documentation ready for signature</p>
STAGE 5: Contract Administration and Inspection Services	
Typical Activities	Typical Deliverables
<p>Arrange the site handover to the contractor.</p> <p>Establish the construction documentation issue process.</p> <p>Agree and monitor the issue and distribution of construction documentation.</p> <p>Instruct the contractor on behalf of the client to appoint subcontractors.</p> <p>Conduct and record regular site meetings.</p> <p>Monitor, review and approve the preparation of the construction programme by the contractor.</p> <p>Regularly monitor the performance of the contractor against the construction programme.</p> <p>Adjudicate entitlements that arise from changes required to the construction programme.</p> <p>Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor(s).</p> <p>Agree the quality assurance procedures and monitor the implementation thereof by the other PSPs and contractors.</p> <p>Monitor the preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.</p> <p>Monitor the preparation of the environmental management. plan by the environment consultant.</p> <p>Establish procedures for monitoring scope and cost variations.</p> <p>Monitor, review, approve and issue certificates.</p> <p>Receive, review, and adjudicate any contractual claims.</p>	<p>Signed contracts.</p> <p>Approved construction programme</p> <p>Approved contractual claims.</p> <p>Construction documentation schedule</p> <p>Payment certificates</p> <p>Progress reports</p> <p>Record of meetings</p> <p>Certificate(s) of practical completion</p>

Monitor the preparation of financial control reports by other PSPs. Prepare and submit progress reports. Facilitate and expedite occupation certificates. Coordinate, monitor and issue the practical completion lists and the certificate of practical completion.	
STAGE 6: Close out Services	
Typical Activities	Typical Deliverables
Co-ordinate and monitor the rectification of defects. Manage the conclusion and procurement of operations and maintenance contracts, manuals, guarantees and warranties. Manage the preparation as-built drawings, documentation, training of staff. Manage the procurement of outstanding statutory certificates. Monitor, review and issue payment certificates. Issue the completion certificates. Manage the agreement of the final accounts. Prepare and present the project closeout report. Unbundling of assets from the project scope	Completion certificates Record of necessary meetings Infrastructure bar coded and captured on AW Asset Register Infrastructure captured on AW's planned maintenance and GIS system. Trained AW staff to maintain new infrastructure. Project closeout report Unbundling of assets and assets register book register.

The provision of all project management services to be in accordance with Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified in the Request for Quotation documentation to be issued to successful bidders.

The Additional Services can be summarised as follows:

The provision of additional services pertaining to all services described in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000), as amended or amplified upon in the Request for Quotation documentation to be issued to successful bidders.

The provision of construction monitoring described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000), as amended or amplified upon in the Request for Quotation documentation to be issued to successful bidders.

The provision of all health and safety related services to be in accordance with Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary services) as described in the Guideline Scope of

Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, 2000 (Act 48 of 2000), as amended or amplified in the Request for Quotation documentation to be issued to successful bidders.

Procurement of all service providers required to carry out additional services must be done in accordance with AW Supply Chain Management requirements and bidders will be required to receive written approval from AW before appointing such service providers.

The Specialist Services can be summarised as follows:

Where the Employer requires specialist services from the successful bidders to comply to the Scope of Works as described in the RFQs, such services shall be provided by the service provider and shall be concluded on a Time and Cost basis.

C3.4 FORMAT OF COMMUNICATION

All requests for formal approval from the Employer or any other body shall be submitted in writing in hard copy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice and project progress reports as proof of work done to substantiate claim. Ad-hoc communication between the Employer and the successful bidder may be conducted via electronic format (email). Electronic copies shall also be submitted for the record. WhatsApp, text messaging and other forms of social media communication tools are not a valid and approved communication channel for this panel and any approvals that may be required or issued via these channels are not valid unless confirmed in writing via email or hard copy.

C3.5 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

Any intellectual property (including but not limited to source documents, designs, maps, drawings, reports, statistics, recordings, photography, computer software, electronic documents, etc.) that may result from the project will be the sole property of AW. In alignment with the above, any information arising from or within a project will be treated as confidential and no information is to be divulged, provided to or mentioned to persons or parties not involved in the project except where permission is granted in writing for the specific purpose.

PART C4: SITE INFORMATION

Tender Reference: AW2023/24/13 - PANEL OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE HYDROGEOLOGICAL SERVICES FOR THE SITING, DRILLING, AND TESTING OF BOREHOLES WITHIN THE EASTERN CAPE PROVINCE ON AN ADHOC BASIS FOR A PERIOD OF THREE (3) YEARS

C4.1 LOCATION OF THE WORKS

The boreholes are located at various schools throughout the Eastern Cape.

Successful bidders can expect to work in all districts, towns, townships, and rural areas of the Eastern Cape where ECDoE requires borehole services. Access to these areas ranges from open tarred roads to undulating terrain using gravel roads.