

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN, WATER AND SANITATION**, invites tenders for Tender No. **34Q/2024/25: Term Tender for drilling and testing of boreholes in primary aquifers in Cape Town.**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Tenderers must have a CIDB contractor grading designation of: 2CE or 2ME or higher for Section 1

3CE or 3ME or higher for Section 2

4CE or 4ME or higher for Section 3

5CE or 5ME or higher for Section 4

6CE or 6ME or higher for Section 5

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **26 July 2024**.

A non-refundable tender fee of R300.00 payable by EFT or cash.

Queries relating to any issues in these documents may be addressed Mr M Woodman,
e-mail SCM.WaterandSanitation@capetown.gov.za by 16:00 on Tuesday the 27th August 2024.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held virtually via Skype (no in-person meeting) on **16 August 2024** starting at 10:00. Please send an email to Marcel.Woodman@capetown.gov.za for the link to the virtual meeting prior to the meeting time and date.

The closing time for receipt of tenders is **10:00 on 2 September 2024**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Rates, in the same format (that is, layout, scheduled items, units and quantities, if applicable) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor any amounts 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 framework agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

in Volumes 3 and 5, together with any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract,.

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
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Data provided by the Contractor

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CONTENTS	PAGES
DRILLING AND TESTING OF BOREHOLES	46 - 78
DECLARATION	79

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

SCHEDULES OF RATES

SECTION 1: R600 001 to R1 200 000

CONTENTS

SCHEDULE A: GENERAL OBLIGATIONS
SCHEDULE B: ROTARY MUD BOREHOLE DRILLING
SCHEDULE C: PERCUSSION BOREHOLE DRILLING
SCHEDULE D: CORE BOREHOLE DRILLING
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SCHEDULE I: ENVIRONMENTAL MANAGEMENT
SCHEDULE J: GEOPHYSICAL TESTING

CONTINGENCIES

Tender

Part T1: Tendering

Tender Notice and Invitation to Tender

Reference No. 34Q/2024/25

45R procedures

T1.1

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CONTENTS	PAGES
DRILLING AND TESTING OF BOREHOLES	87 - 119
DECLARATION	120

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

SCHEDULES OF RATES

SECTION 2: R1 200 001 to R3 600 000

CONTENTS

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CONTENTS	PAGES
DRILLING AND TESTING OF BOREHOLES	128 - 160
DECLARATION	161

CITY OF CAPE TOWN

WATER AND SANITATION

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TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

SCHEDULES OF RATES

SECTION 3: R3 600 001 to R7 200 000

CONTENTS

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CONTENTS	PAGES
DRILLING AND TESTING OF BOREHOLES	169 - 201
DECLARATION	202

CITY OF CAPE TOWN

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SCHEDULES OF RATES

SECTION 4: R7 200 001 to R12 000 000

CONTENTS

SCHEDULE A: GENERAL OBLIGATIONS
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The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

2 Subject
Details

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3 Subject
Details

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4 Subject
Details

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

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

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical :

Address

Postal :

Address

.....

.....

.....

.....

Telephone : Fax:

email :

CONTRACTOR’S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor’s annual holiday period	Start date		End date
Year 2 contractor’s annual holiday period	Start date		End date
Year 3 contractor’s annual holiday period	Start date		End date

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

C2.2 Schedules of Rates

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CONTENTS	PAGES
DRILLING AND TESTING OF BOREHOLES	210 - 242
DECLARATION	243

CITY OF CAPE TOWN

WATER AND SANITATION

CONTRACT NO. 34Q/2024/25

TERM TENDER FOR DRILLING AND TESTING OF BOREHOLES IN PRIMARY AQUIFERS IN CAPE TOWN

SCHEDULES OF RATES

SECTION 5: R12 000 001 to R24 000 000

CONTENTS

SCHEDULE A: GENERAL OBLIGATIONS
SCHEDULE B: ROTARY MUD BOREHOLE DRILLING
SCHEDULE C: PERCUSSION BOREHOLE DRILLING
SCHEDULE D: CORE BOREHOLE DRILLING
SCHEDULE E: SONIC & AUGER BOREHOLE DRILLING
SCHEDULE F: MECHANICAL BOREHOLE REFURBISHMENT
SCHEDULE G: TEST-PUMPING
SCHEDULE H: INJECTION TESTING
SCHEDULE I: ENVIRONMENTAL MANAGEMENT
SCHEDULE J: GEOPHYSICAL TESTING

CONTINGENCIES