



AMATOLA WATER

Reference: **AW2019/20/20**

Tender Document for:

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

Client	Amatola Water
Reference Number	AW2019/19/20
Closing date and Time	29 November 2019 at 11h00
Tender Name	APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

The general conditions of contract

NEC 3 (2013): Professional Services Contract (PSC) option C: Target Contract (Activity schedule)

Employer: AMATOLA WATER

6 Lancaster Road

Amatola Water House

VINCENT, EAST LONDON 5217

TEL: 043 707 3700

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Amatola Water

The Tender

Reference No.: **AW2019/20/20**

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS.

Tender Procedure: Open procedure

Based on

AW Supply Chain Management Policy of April 2019

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; Dated: 20 Jan 2017 Issued According to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 1: Price and Preference (SANS 10845-1)



AMATOLA WATER

Reference No.: **AW2019/20/20**

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

T1: Tendering procedure

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Amatola Water (AW) is hereby, inviting suitably qualified service providers to tender for Appointment of Professional Service Provider/s for the design, review, implementation, and construction monitoring and closeout report for James Kleynhans Bulk Water Supply Treatment Works.

TENDER REFERENCE NUMBER	PROJECT NAME	COMPULSORY BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME AND VENUE.
AW2019/20/20	APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS.	A compulsory pre-tender clarification meeting will be held at 14h00 on the 19th November 2019 . Prospective tenderers are to meet Amatola Water Representatives at Makana Municipality, Makhanda (formerly Grahamstown) City Hall, High Street, Local Municipality Council Chamber.	29th November 2019 @ 11h00 In the Tender Box, Amatola Water Head Office Reception. East London

A **compulsory** briefing session will take place at the place and on the date and time shown above unless otherwise amended later. Representative(s) from AW will meet the prospective Tenderer to provide details of the Contract.

The Tender Document will be available from the Amatola Water website – go to the Tenders Page. The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data) only tenderers who satisfy the eligible criteria as established for the tender (Ref: T 1.2 Tender Data) to submit tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers have to submit its tenders using only the tender documentation issued.

The preferred Professional Service Provider for appointment will be subjected to vetting and AW reserves the right to cancel the appointment if the results of the vetting are unfavourable.

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

Issued by:

Mrs. VUYO ZITUMANE
Chief Executive
Amatola Water



AMATOLA WATER

Reference No.: AW2019/20/20

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Amatola Water
3.2	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	<p>The employer's representative is:</p> <p>Name: Mr Clayton Bhana</p> <p>Address/ Contact: 6 Lancaster Road, Amatola Water, VINCENT, EAST LONDON 5217 Private Bag X 105, VINCENT 5217</p> <p>Telephone: 043 707 3700</p> <p>Email: cbhana@amatolawater.co.za</p>
3.4	The language for all communications is English

CLAUSE NUMBER	TENDER DATA
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of Joint Venture/Consortium, Joint Venture agreement signed by all parties must be submitted. 2. is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. In case of subsidiary arrangement, there must be a proof that the subsidiary is part of the Holdings Company. Letter by the Holdings Company should be submitted. 4. Attend the compulsory briefing session and sign the attendance register. 5. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 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. 6. Only EME and/or QSE compliant tenderers are eligible to bid.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). No Tender will be considered unless the Tenderer or its authorised representative(s) attends the compulsory briefing session.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Amatola Water</p> <p>Physical Address: 6 Lancaster Road, Amatola Water, Ground Floor, VINCENT, EAST LONDON 5217</p> <p>Telephone: 043 707 3700</p>
4.13.4	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted.

CLAUSE NUMBER	TENDER DATA
	<ol style="list-style-type: none"> 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them for correction. 4. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 5. For Foreign Qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copy
4.13.5	Tender offer shall be submitted as an original, plus one CD/DVD or Flash Drive copy of original completed tender document (scanned).
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 1 (Financial offer and Preference)</p> <p>The PPPFA 2017 Regulations will be applied</p> <p>The 80/20 point scoring will be applied.</p>
CLAUSE NUMBER	TENDER DATA
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 3. The tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

CLAUSE NUMBER	TENDER DATA
F 5.17	The number of paper copies of the signed contract to be provided by the employer is one.



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**APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES
KLEYNHANS FOR THE BULK WATER SUPPLY AND
REFURBISHMENT WATER TREATMENT PLANTS**

T2 Returnable documents

T2.1 List of returnable documents

A. Documentation to demonstrate eligibility to have tenders evaluated

The mandatory documents as listed in **Clause 4.1 of T 1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tenderer's proposal being deemed non-responsive.

B. Returnable Schedules required for tender evaluation purposes (refer Eligibility Criteria in clause 4.1 of Tender Data)

Evaluation Schedules

C. Other documents required for tender evaluation purposes except for the returnable schedules documents listed in B, in the preceding section.

1. Record of Addenda to Tender Documents
2. Proposed amendments and qualifications
3. Compulsory Enterprise Questionnaire
4. Evaluation Schedule 1: Compliance Criteria
5. SBD 4
6. SBD 6.1
7. SBD 8
8. SBD 9

9. CVs of key personnel (Project Manager/Leader - (x1), Professional Engineer/Technologist with experience in water (x2), and junior engineer (x1) who is a South African Citizen).
10. Certified copies of Professional Registration Certificates (ECSA) for following key personnel Civil, Mechanical and Electrical Engineering - (Pr Engineer or Pr Technologist.) (x3, one on each of the disciplines), and a junior engineer (x1) in any of the engineering disciplines.
11. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 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.

T2.2 Returnable schedules

1. 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

2. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Enterprise Questionnaire

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																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 40%;">Name*</th> <th style="width: 30%;">Identity number*</th> <th colspan="2" style="width: 30%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-top: 5px;">* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>				Name*	Identity number*	Personal income tax number*															
Name*	Identity number*	Personal income tax number*																			
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:																					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> 1. a member of any municipal council 2. a member of any provincial legislature 3. a member of the National Assembly or the National Council of Province 5. a member of the board of directors of any municipal entity 7. an official of any Municipality or municipal entity </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> 4. 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) 6. a member of an accounting authority of any national or provincial public entity 8. an employee of Parliament or a provincial legislature </td> </tr> </table>				<ul style="list-style-type: none"> 1. a member of any municipal council 2. a member of any provincial legislature 3. a member of the National Assembly or the National Council of Province 5. a member of the board of directors of any municipal entity 7. an official of any Municipality or municipal entity 	<ul style="list-style-type: none"> 4. 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) 6. a member of an accounting authority of any national or provincial public entity 8. an employee of Parliament or a provincial legislature 																
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If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2" style="width: 40%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 30%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				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												
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		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:

- | | |
|--|---|
| 1. a member of any municipal council | 4. 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) |
| 2. a member of any provincial legislature | |
| 3. a member of the National Assembly or the National Council of Province | 6. a member of an accounting authority of any national or provincial public entity |
| 5. a member of the board of directors of any municipal entity | |
| 7. an official of any Municipality or municipal entity | 8. 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:

9. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
10. 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;
11. 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;
12. 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;
13. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

Signed Date

Name Position

Tenderer

4. Evaluation Schedule 1: Compliance Criteria

Bids will be evaluated in terms of the following compliance criteria:

Criteria	Description of requirements	Indicate Yes	Indicate No
Relevant Experience,	Number of contracts of a similar nature completed by technical person in the past 5 Years. Minimum qualifying requirements = 2 projects completed on water treatment works, pump station designs and piping systems.		
Skills and Capacity	Team composition – Three (3) registered professional engineers or technologists (1 Mechanical, 1 Civil and 1 Electrical). Provide ECSA registration certificates and qualifications.		

The bidders need to have 100% full compliance with the compliance in order to be considered to the next evaluation stage.

The project engineers should be based within the Eastern Cape during the duration of the project and should be available and responsible for the construction monitoring.

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

5. SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, shareholder etc):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any Municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....
.....

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

6. SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the**80/20**..... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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 bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:
.....

8.2 VAT registration number:
.....

8.3 Company registration number:
.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:
.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:

ADDRESS

7. SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

8. SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
 - a) Includes price quotations, advertised competitive bids, limited bids and proposals.
 - b) Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

a) 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Amatola Water

The Contract

Reference No.: AW2019/20/20

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

Based on

NEC 3 (2013): Professional Services Contract (PSC)
Option C: Target Contract (*Activity schedule*)

C 1 Agreements and contract data

C1.1 Form of offer and acceptance

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions 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 VAT AND EXPENSES,
calculated in accordance with the *conditions of contract as detailed hereunder:*

Total Amount: R _____ (in figure), (Rand _____
_____) (in word)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature

Date:

.....
Name

.....
Capacity

.....
**For the
tenderer:**

.....
*(Insert name and address of
organisation)*

Name &
signature
of witness

.....
Date

.....
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 Consultant 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 Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Other 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 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 of 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 tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working 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

Date: _____

Name(s)

Vuyo Zitumane

Capacity

Chief Executive Officer

For the

Amatola Water

Employer

Schedule of Deviations

1 Subject

 Details

.....

.....

2 Subject

 Details

.....

.....

3 Subject

 Details

.....

.....

.....

4 Subject

 Details

.....

.....

.....

5 Subject

 Details

.....

.....

.....

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.

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 the draft contract, 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.



AMATOLA WATER

Reference No.: AW2019/20/20

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

C1.2 Contract data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for main Options C of the NEC 3 Professional Services Contract (PSC)

10.1	<i>The Employer is</i> Amatola Water Physical Address: Amatola Water 6 Lancaster Road, VINCENT, EAST LONDON 5217 Postal Address: Private Bag X3, VINCENT 5217 Telephone: 043 707 3700
------	--

11.2(11)	The <i>Scope</i> is as given in section C3: Scope of works of tender documents
----------	--

12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
------	---

13.1	The <i>language of this contract</i> is English
------	---

13.3	The <i>period of reply</i> is 2 (two) weeks
------	---

2 The Parties' main responsibility

24.4	The Sub-contracting will be allowed.
------	--------------------------------------

3	Time						
31.1	The <i>Consultant</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation.						
4	Quality						
41.1	The <i>defects date</i> is 4 weeks after completion of the whole of the <i>services</i> ; <i>date of completion</i> exclusive of the period.						
5	Payment						
50.1	The <i>assessment interval</i> is monthly on or before the 20th day of each successive month.						
51.1	The period within which the payments are made is thirty days from the date of receipt (exclusive) of the invoice.						
51.2	The <i>currency of this contract</i> is the South African Rand.						
51.4	The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.						
6	Compensation events						
	No data required for this section of the <i>conditions of contract</i> .						
7	Rights to material						
	No data required for this section of the <i>conditions of contract</i> .						
8	Indemnity, insurance and liabilities						
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are						
	<table border="1"> <thead> <tr> <th>Event</th> <th>Cover</th> <th>Period following Completion of the whole of the services or earlier termination</th> </tr> </thead> <tbody> <tr> <td>Failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i></td> <td>R 5 million in respect of each claim, without limit to the number of claims</td> <td>Till the end of the <i>defects date</i>.</td> </tr> </tbody> </table>	Event	Cover	Period following Completion of the whole of the services or earlier termination	Failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 5 million in respect of each claim, without limit to the number of claims	Till the end of the <i>defects date</i> .
Event	Cover	Period following Completion of the whole of the services or earlier termination					
Failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 5 million in respect of each claim, without limit to the number of claims	Till the end of the <i>defects date</i> .					
81.1	The <i>Employer</i> provides no insurance cover.						
81.2	The <i>Consultant</i> provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.						
9	Termination and dispute resolution						
10	Data for main Option clause						
C	Target Contract						
11.2	(16) The <i>Services</i> the price for services provided to date is the time charge for the work which has been completed.						
11	Data for Option W1						

W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineering and the South African Institution of Mechanical engineering
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Mechanical Engineering.
W1.4((2)	The <i>tribunal</i> refers to a South African Court of Law
12	Data for secondary Option clause(s)
X1	Price adjustment for inflation
X1.1	(L-B) The price will be adjusted according to the CPI
X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	The consultant pays delay damages per given milestone at the rate of R500.00 for each day from the document submission dates until Completion
X10	Employer's Agent
X10.1	The <i>Employer's Agent</i> is Mr Mlamli Mabulu Physical Address: Amatola Water 6 Lancaster Road, VINCENT, EAST LONDON 5217 Postal Address: Private Bag X3, VINCENT 5217 Telephone: 043 707 3700
X12	Partnering
X12.1	<i>Partners means the members of the project team from both the Municipality, AW and the Consultant.</i>
X12.2	<i>The "own contract" will mean the teaming agreement.</i>
Z	Additional conditions of contract
	The <i>additional conditions of contract</i> are
Z1	Tax invoices The Consultant's invoice. Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include the details stated in the <i>Scope / Price List</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Consultant's</i> invoice showing the details, which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z2	Selection and appointment of the Adjudicator Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and Mechanical Engineers, whose availability to act as the

Adjudicator the notifying Party has confirmed. The other Party selects one of the three persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3

Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 *The Consultant's key persons are:*

1 Name: _____

 Position in the Project Team: _____

 Responsibilities:

 Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use separate pages referring to this clause for detailing these information for all key *Consultant's* key persons)



Amatola Water

REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

C2.1 Pricing Assumptions

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

1. The short descriptions given in the 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 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. 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

20. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.

21. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.

22. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).

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

24. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

25. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out **forward cover**. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.

C2.2 Activity Schedule

Pricing Schedule

Fee Calculation based on Contract Value: fee based on 10% per ECSA guidelines, for project evaluation and monitoring.

Estimated Contract Value of Project per year	R 60 million
Estimated Fee	R_6 million_____
Offered Discount (-) or Addition (+) _____%	R_____
Total Fee	R_____

Note: Indicate minus (-) sign for % discount and positive sign for % addition
Total fees excludes disbursements

a. Engineers (All Disciplines)

Service Stages	% Fee	Amount (Calculated on Discounted Fee)
Stage 1: Project Supervision: <ul style="list-style-type: none"> • Design, reviews and recommendation of the engineering works implementation. • Project engineering: Monitoring compliance, Quality and performance, Administration and Ensuring continuous improvement • Review tender document and technical specification, attend site inspections and meetings weekly. • Cater for the Engineering project needs: Water Works, which will include effectively leading the proposed design, planning, co-ordination and evaluation of all projects and contracts. • Performs feasibility studies, refurbishments of water and wastewater treatment plant, Liaises with other disciplines to ensure interface assumption • Give engineering support to sites during construction and commissioning • Present progress report presentations to the management and other discipline divisions, monthly. • Brief and manage contractors and ensure statutory compliance with all relevant legislation 	90	
Stage 2: Completion of all consulting engineering services Provide close out report	10	
Total	100	

The typical factor with which the fees are multiplied for the relevant portion of work will be applied in terms of the **Guideline Scope of Services** and **Tariff of Fees**.

This is a rate based tender. The final contract price will be dependant on the final construction cost.

1.2 : Provision for Time-Based Engineering Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.2	Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work: - Project Leader - Design Engineer - Resident Engineer - Clerk of Works	Hr Hr Hr hr	800 800 1200 1800			
TOTAL OF ITEM No. 1.2 TO SUMMARY						

1.3 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3.1	Additional Services pertaining to all stages of the Project.	Provisional Sum	1	3 000 000	3 000 000	00
1.3.2	Applying for wayleave conditions and approvals from all services authorities	Sum	1			
1.3.3	Services related to preferential procurement and targeted participation	Sum	1			
1.3.4	Act as leader of the professional team	Sum	1			
1.3.5	Provide additional reliability monitoring system in machinery of mechanical and electrical equipment such as water metering, valves, pumps and pipes.	Provisional Sum	Prov. Sum	500 000	500 000	00
1.3.6	AW/Municipal young graduates training over contract periods of 12 months.	Sum	1			
1.3.7	Community graduate trainee (s) provision allowance	Sum	Prov. Sum	450 000	450 000	00
TOTAL OF ITEM No. 1.3 TO SUMMARY						

AMATOLA WATER

CONTRACT NO. AW2019/20/20

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1.1 R

B: TOTAL OF ITEM No. 1.2 R

C: TOTAL OF ITEM No. 1.3 R

D: SUB-TOTAL (A TO C) R

E: DISBURSEMENTS

Allow the sum of 10% (ten percent) of the above Sub-total for Disbursements R

F: SUB-TOTAL (D + E) R

G: CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required R

H: TOTAL INCLUDING CONTINGENCIES R

I: VALUE ADDED TAX
ADD: VAT at the rate of 15% of H above R

J: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (H+K) 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. **APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS** 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: [.....]



Amatola Water

REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF ENGINEERING CONSULTANT AT JAMES KLEYNHANS FOR THE BULK WATER SUPPLY AND REFURBISHMENT WATER TREATMENT PLANTS

C 3 SCOPE OF WORK

C 3.1 BACKGROUND

Abbreviations

DPW Department of Public Works
DEAT Department of Environmental Affairs and Tourism

BACKGROUND

The consultant team is expected to take over the project identified and or developed by the client.

SCOPE OF WORKS

The scope involves the design, review, implementation, and construction monitoring and closeout report for Bulk Water Supply and the Water treatment works which includes components of: water pumps, piping and bulk supply, generators, electrical control and instrumentation.

The key deliverables for the implementation stage include:

- a) Feasibility Studies
- b) Preliminary design report
- c) Final design report
- d) Tender documentation
- e) Working drawings
- f) Construction supervision
- g) The upgrade and extension of the James Klaynhans Water Treatment Works
- h) Operational and maintenance manuals
- i) Close out report

All reports must be in hard copy and electronic format. The report is to include relevant maps, graphs, minutes of meetings, tables and appropriate design drawings. The electronic format required is a Microsoft Office Word document. Maps and drawings are to be in PDF format.

Five copies of each report are required in hard copy format and five CD's are required of the report in electronic format.

General

The Professional Service Provider will execute the required services in a professional manner, complying with the appropriate designs and specifications. They will comply with all relevant legislation pertaining to the build environment in general.

Service	Scope of work
	<p>Implementation Phase During this phase the following normal service stages as per the abovementioned government gazette will be undertaken:</p> <ul style="list-style-type: none">a) Feasibility Studiesb) Preliminary designc) Detail design and tender (civil, structural, mechanical and electrical engineering disciplines)d) Working drawingse) Construction (one contract)f) Targeted Procurement (utilising the Amatola Water procurement policy and procedure) <p>Additional services required as per the abovementioned government gazette will include the following:</p> <ul style="list-style-type: none">a) Level 3 Construction monitoring (18 months)b) 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 Regulationsc) Environmental Impact Assessment for the proposed new and upgraded existing infrastructure where relevant following on the scoping report.d) Servitude registration for any new bulk pipelinese) Pipeline route and site surveys if required for reservoirs and pump stations
Engineers	<p>The Engineering services shall satisfy the stated objectives of the Employer in relation to the engineering works identified in the description of the services. The consultancy shall, as a minimum, in order to satisfy these objectives provide the standard services as set out in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, Act 46 of 2000, published in terms of Board Notice 19 of 2016</p>

- *Where partial services are required, replace “standard services” with “partial services” and indicate the stages which are required in the description of the services*

SCOPE OF PROFESSIONAL SERVICES REQUIRED

1. ENDORSEMENTS AND REGISTRATION

Engineers to be registered with the Engineering Council of South Africa

2. PROFESSIONAL FEES

Disbursements to be settled as per periodic National DPW “reimbursable rates” document. The base office will be in the Municipal region.

3. DUTIES

3.1 GENERAL

- 1) Ensure all activities are to comply with all relevant government Acts and Norms
- 2) Act as the project manager coordinating the design system and design management processes to an optimum
- 3) Timeous and proper reporting to the project manager of Amatola Water.
- 4) Coordination with the local authorities according to the relevant local bylaws throughout the entire project stages
- 5) Ascertain full involvement of local stakeholders (communities, organizations etc.) at all times
- 6) Seek the necessary ratifications at all times to all stakeholders
- 7) Ensure quality control of physical elements and intangible processes

The consultant should also take cognizance of the skill shortage in the Department and province in the context of professional staff. In that light, the Professional Service Provider is expected to play a role in contributing to skill development and training during execution of his duties and the duration of the contract.