



Amatola
Water · Amanzi

REQUEST FOR QUOTATION (RFQ)

RFQ NO. 187-23/24

BID DESCRIPTION

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS.

CLOSING DATE

05 APRIL 2024 AT 11H00AM

NO EMAILED SUBMISSION WILL BE ACCEPTED

BIDDER TO COMPLETE

| | |
|---------------------|--|
| COMPANY NAME | |
| CSD NUMBER | |

ISSUED AND PREPARED BY: AMATOLA WATER

PRIVATE BAG X3

VINCENT

5217

Tel: +27 43 707 3700

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SECTION A

TENDERING INVITATION, CONDITIONS OF TENDER AND SPECIFICATION

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMATOLA WATER- AMANZI

| | | | | | |
|-------------|--------------------|---------------|---------------|---------------|---------|
| BID NUMBER: | RFQ NO 187. -23/24 | CLOSING DATE: | 05 APRIL 2024 | CLOSING TIME: | 11:00am |
|-------------|--------------------|---------------|---------------|---------------|---------|

| | |
|-------------|--|
| DESCRIPTION | APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS |
|-------------|--|

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Reception area of Amatola House

6 Lancaster Road

Vincent

East London

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

| | | | |
|------------------|--|------------------|--|
| CONTACT PERSON | Mandisa Matshikwe | CONTACT PERSON | Bulelwa Leni |
| TELEPHONE NUMBER | 043 707 3700 | TELEPHONE NUMBER | 043 707 3730 |
| FACSIMILE NUMBER | n/a | FACSIMILE NUMBER | n/a |
| E-MAIL ADDRESS | mmatshikwe@amatolawater.co.za | E-MAIL ADDRESS | bleni@amatolawater.co.za |

SUPPLIER INFORMATION

| | | | | | |
|--|--|--|---|--|------|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | |
|--|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

3. TOTAL BID PRICE:

| ITEM | REQUIRED GOODS & SERVICES | TOTAL AMOUNT INCL VAT (Amount in figures) | TOTAL AMOUNT INCL. VAT (Amount in words) R |
|------|--|---|--|
| 1 | APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS | R | |
| | | (Carried from SBD3.1) | (Carried from SBD3.1) |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE

TENDER CONDITIONS

1. DEFINITIONS

The word "Bidder/Tenderer" in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

1. BID PUBLICATION

RFQ document will be available from **22 MARCH 2024** at Amatola Water website at www.amatolawater.co.za.

2. BID SUBMISSION

The original completed bid documents must be submitted in a sealed envelope 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 Road, Vincent, East London, not later than the time and date specified on the cover page and SBD 1 of this bid.

3. RFQ Evaluation Criteria

This bid will be evaluated in Three (3) phases:

Phase One: Mandatory requirements

Phase Two: Capability Requirement & Compliance Assessment

Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA and specific goals

Phase One: Mandatory Requirements

- Bidders' proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document, non-erasable ink, no tippex or correctional fluid used in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
- Bids must be submitted in its original format and bids which are late or submitted by facsimile will not be accepted.
- FORM A: AUTHORITY TO SIGN - must be fully completed and signed
- FORM B: SCHEDULE OF PREVIOUS SIMILAR CONTRACTS SATISFACTORILY COMPLETED
- SBD1: INVITATION TO BID – must be completed and signed.
- SBD4: BIDDERS DISCLOSURE - must be completed and signed.
- **SBD4 must be dully completed and signed.** Does the bidder or any of its directors/trustees /shareholders /members/partners must 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, such interest must be disclosed on question 2.3.1 of SBD 4.
- **Bidders must ensure 2.3 of SBD 4 (Bidders Disclosure) is duly completed, in all aspects.**
- **SBD 3.1: PRICING SCHEDULE - Firm Prices – must be completed.**
- **If the Bid Sum (amount in words) as per the SBD.1 differs from the SBD 3.1, it will automatically invalidate the offer submitted.**

Phase Two: Capability Requirement & Compliance Assessment

The minimum compliance requirements applicable to this bid are as follows.

Prospective Tenderers will only be eligible to submit a tender if the Tenderer has the required company experience, suitably qualified and experienced personnel, have the acceptable detailed technical proposal to undertake the work, the quality management system prescribed, and the proof of professional indemnity required.

| Evaluation Criteria | Details | Documentary Proof to be attached in the submission and will be used during the evaluation process |
|----------------------------|---|---|
| Company Experience | <p>Three (3) projects of a similar nature in assessing / process auditing of water treatment works.</p> <p>Tenderer have at least three (3) qualifying projects which meet the requirements in each one of the projects stipulated above.</p> | <p>Company profile reflecting relevant experience.</p> <p>Completed, signed, and stamped reference forms as contained in the tender document 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.</p> |
| Key Personnel | <p>Project Leader:</p> <p>Minimum education and professional registrations required:</p> <p>The minimum education requirements for this role is a BSc in Engineering or BTech qualification.</p> <p>Professional registration as a Pr. Eng, or Pr. Tech Eng.</p> <p>Minimum Experience required: 15 years post minimum required qualification attained.</p> <p>Water Engineer or Water Technologist or Scientist</p> <p>Minimum education, experience and professional registrations required:</p> <p>The minimum education requirements for this role is a Tech of Degree or higher in the field of Natural Sciences / Water Treatment / Civil Engineering.</p> <p>Professionally registered as Pr. Eng,</p> | <p>Detailed CV and certified copy of qualifications.</p> <p>Certified copy of proof of membership</p> <p>Technical Qualifications and Experience (Company Organogram to be attached, clearly showing the role of the nominated official.</p> <p>All professional. registrations are to be fully active throughout the procurement process and panel period.</p> |

| | | |
|-------------------------------------|---|--|
| | <p>or Pr. Tech Eng or Pr.Sci. with the South African Council for Natural Scientific Professions</p> <p>Minimum Experience required: minimum 10 years post registration in the field of water treatment.</p> | |
| Detailed Technical Proposal: | Provide a coherent and complete technical proposal showing the technical understanding of the bidder on his/her understanding of completing Water Treatment Works Process Audit that meet the norms and standards including the Blue Drop Requirements. | Technical Proposal |
| 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. |
| Professional Indemnity | The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R2 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. |

Failure to demonstrate and or provide proof (*Client reference, award and or completion certification*) in fulfilment of these requirements, shall render the bid non-responsive and will not be evaluated further.

Phase Three: EVALUATION ON PPPFA AND SPECIFIC GOALS

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE

| | |
|-------------------------|-------------------|
| POINTS FOR PRICE | 80 POINTS |
| SPECIFIC GOALS | 20 POINTS |
| TOTAL POINTS | 100 POINTS |

OTHER CONDITIONS OF THE BID (Non- eliminating)

- The bidders must be registered on Central Supplier Database (CSD) prior the award.
- Bidders tax matters must be in order prior award.
- SBD 6.1 must be completed and signed in order to claim points for specific goals. Failure will lead in non-awarding of points for specific goals (attach certified ID document)
- CIPC CK document
- JOINT VENTURE AGREEMENT (If Applicable).
- BBBEE Certificate

The lowest or any bid will not necessarily be accepted, and your bid may be accepted in part or as a whole.

- The bid document must be completed in all respects in non-erasable ink.
- Bids must be submitted on original bid documents.
- No tippex or correctional fluid must be used.
- Bid documents must be submitted in a sealed envelope marked “RFQ 187-23/24” – **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS.**
- Failure to submit your bid in a sealed envelope will render your bid non-responsive.

4. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

5. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Amatola Water at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

Form A must be completed. Failure to complete Form A will invalidate your bid.

6. JOINT VENTURE REQUIREMENTS

DEFINITION:- “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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture / consortium agreement the following minimum requirements must be met: -

- a. A properly signed copy of the joint venture/consortium agreement must be attached.
- b. Each member of the joint venture/consortium’s taxes must be in order.
- c. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- d. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING: -

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to

7. SPECIAL CONDITIONS OF TENDER

- I. Submission of this proposal signifies the applicant’s acceptance of the conditions as laid down in this document, unless clearly stated otherwise.

- II. Any expense incurred by the applicant in preparing and submitting this proposal will be for the applicant's account.
- III. Amatola Water reserves the right not to accept any proposal and cancel the bid as and when the need arises.
- IV. Amatola Water reserves the right to negotiate offers/rates to be market related as and when the need arises.
- V. The contractor must provide references on Form B that the company has undertaken projects of a similar nature.
- VI. Alterations or additions to the RQF document are not allowed, except to comply with instructions issued by the employer, or necessary to correct an error/s made by the tenderer. Bidder shall initial or sign in such alterations. (Failure to comply with this requirement will result to submitted proposal being Disqualified)

Additional Bid/RFQ Condition

Bid/ RFQ documents must be submitted intact, and no portion of the document may be detached, loose submissions will be rejected, and the bidder will be disqualified.

BID SPECIFICATION

Amatola Water invites quotations from suitably qualified and experienced service providers for the **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS.**

BACKGROUND

Amatola Water is an Eastern Cape based state-owned water services utility (water board), established in 1997, in terms of the Water Services Act. Its prime function is to provide bulk water and sanitation services to water sector institutions, water service authorities and other customers as provided for in the South African water services legislation. Amatola Water's service area includes Buffalo City, the Amathole District and portions of adjoining districts in the central Eastern Cape.

PART 3: SCOPE OF WORKS

3.1 EMPLOYER'S OBJECTIVE

Amatola Water is a state-owned entity and seeks to appoint the services of a Professional Service Provider to conduct Plant Process Audits Amatola Water Treatment WoRKS as listed below.

- Nahoon Water Treatment Works
- Laing Water Treatment Works
- Sandile Water Treatment Works

At the conclusion of the project, the Employer intends to have reports per plant that outline the effectiveness of the Operation and Maintenance of each treatment works including but not limited to the following areas:

- Determine current plant performance levels versus optimised/regulatory goals.
- Determine if major unit process sizes are limiting performance.
- Do a unit process performance assessment and identify any other aspects of unit process design which limits performance, this should be conducted in relation to each unit process design capacity.
- Do a unit process audit which focuses on size, structure, and mechanical integrity of each unit process.
- Performance assessment to evaluate the plant operational efficiency by comparison of raw and final treated water quantity and quality.

- Determine if operational practices are limiting performance and evaluate Process Controllers' competence and their knowledge. This should include profiling of the current staff and determination of staff requirements (if any), to allow compliance to Regulation 3630.
- Determine if administrative practices are limiting performance. (Evaluation of the operational record keeping/record management system should be included)
- Determine activities to address factors that will improve performance.
- List of recommendations to implement activities that will improve performance. This should include compilation of findings and prioritized recommendations with high-level cost estimates.
- Provide identification and mitigations of all high-risk processes, administration and activities that may impact on non-compliance to Water Act, SANS 241, SHEQ and any other relevant Act underpinning Water Treatment and bulk supply.

The following components of each Water Treatment Works are to be evaluated in detail and reported on:

- Pump Stations
- Raw Water quality analysis
- Final water quality analysis
- Distribution Network
- Work's unit process evaluation
- Work's operational efficiency & competence

The expected outcomes will be:

- Indicate key areas to be attended to ensure operational efficiency of the water treatment works.
- Compile findings and prioritized recommendations with cost estimate.
- Improved water quality compliance.
- Reduced operations cost as reflected in chemical and energy expenditure,
- Reduced environmental impact as reflected in reduced water loss and sludge production.

3.2 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).
- National Norms and standards for Domestic Water and Sanitation Services.
- National Environmental Management Act (107 of 1998).
- Occupational Safety and Health Act (85 of 1993).
- SANS 241 – Standards for Potable Water in South Africa.

- Blue Drop Requirements as published by the Department of Water and Sanitation.
- Any other legislation, guideline, norms, and standards that may be enacted during the period of this bid.

3.3 DESCRIPTION OF SERVICES REQUIRED

The Scope of Works for the project shall be carried out in accordance with the provisions detailed in this document and compensated accordingly in terms of the provisions of this document.

The appointed service provider shall provide the following services:

- Consultation with the Client, and any other authorities relevant to this assignment.
- Searching for, obtaining, investigating, and collating available reports, data, drawings, and plans relating to and relevant for successful undertaking of this project
- Assessment of the relevant infrastructure e.g., verify, confirm, update problem statement.
- Identification and compilation of a schedule of required surveys, tests, analyses, site, and other investigations - which are not covered by the scope of this assignment. This includes appointing directly or assisting the client in sourcing and management of suppliers for the services identified in this schedule.
- Preparation and submission of relevant reports and project deliverables in line with the expected outcomes listed in this document.

Deliverables include but not limited to the following:

- Process audit report detailing the expected outcomes detailed in this report and further complying to the Blue Drop Requirements.
- Monthly progress reporting and attendance at progress meetings
- Close Out report

3.4 DELIVERABLES REQUIREMENTS

The project deliverables shall adhere or exceed the requirements stated in the schedule below. This schedule may from time to time be amended should the need arise, such as changes in legislation, funding application processes, etc. Any change other those shall be treated the same as change of scope thus a variation which must be formalized and approved before it has effect.

| Deliverable | Requirements | Approval / Acceptance |
|------------------------------|---|-----------------------|
| Process audit and reporting. | This report(s) shall as a minimum cover and or include or act as or report on: <ul style="list-style-type: none"> • Indicate key areas to be attended to ensure operational efficiency of the water treatment works. | Acceptance by AW |

| | | |
|---------------------------------------|--|---------------------------|
| | <ul style="list-style-type: none"> • Compile findings and prioritized recommendations with cost estimate. • Improved water quality compliance. • Reduced operations cost as reflected in chemical and energy expenditure, • Reduced environmental impact as reflected in reduced water loss and sludge production. | |
| Weekly and Monthly progress reporting | Provide inputs for AW to submit the Monthly and Weekly Reports to AW internal stakeholders i.e. Operations and Planning & Development Divisions. | Approved by Amatola Water |
| Close Out Report | <p>The closeout report is the last project deliverable and shall include:</p> <ul style="list-style-type: none"> • Basic project information: • Project deliverables: as agreed upon at the start of their agreement, and amendments thereof. • Financial reconciliation • Final project schedule (baseline vs latest delivery dates) • Scope changes: any adjustments to the project's scope. • Schedule and copy of approved submittals for project deliverables including monthly and adhoc reports. <p>Amatola Water sign-off to confirm its completeness and accuracy. Although not a requirement, the consultant is advised to prepare and submit a request for Amatola Water's appraisal and any other documents which in future may require this specific project experience reference or testimony.</p> | Approved by Amatola Water |

3.5 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.

3.6 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.

3.7 ACCESS TO LAND BUILDING OR SITE

The consultant, any subconsultant or supplier of the consultant or any employee of such persons may only come onto the Amatola Water facilities and or undertake assessments of the infrastructure for the purpose of providing the goods, services or works associated with his contract. Should they or their guests, agents, representatives, or invitees wish to come onto the Amatola Water facilities and or undertake assessments of the infrastructure for any other purpose they may only do so with the consent of the Amatola Water designated representative.

No person who is an employee of the consultant or his subconsultants or suppliers and who is required to perform services or delivery goods in terms of a contract within the Amatola Water facilities and infrastructure may do so without being in possession of a visitor's access slip card or access approval.

The consultant shall ensure that his employees and those of his sub-consultants are in possession of a valid consultant name tag or visitors access slip and that they confine themselves to those sections of the Amatola Water facilities and infrastructure where their presence is necessary for the performance of the work and do not wander around.

3.8 APPROVALS

All project deliverables shall be deemed to have been completed once they have been formally submitted and approved by the designated Amatola Water representative or his/her delegate. In cases where the designated Amatola Water representative is not authorized to approve a deliverable, then it shall be Amatola Water's designated representative responsibility to sure the required approval. The approval of funding business plans does not reside with Amatola Water and as an exception, the clients' approval of this deliverable refers to acceptance of the business plan for submission to the relevant funder.

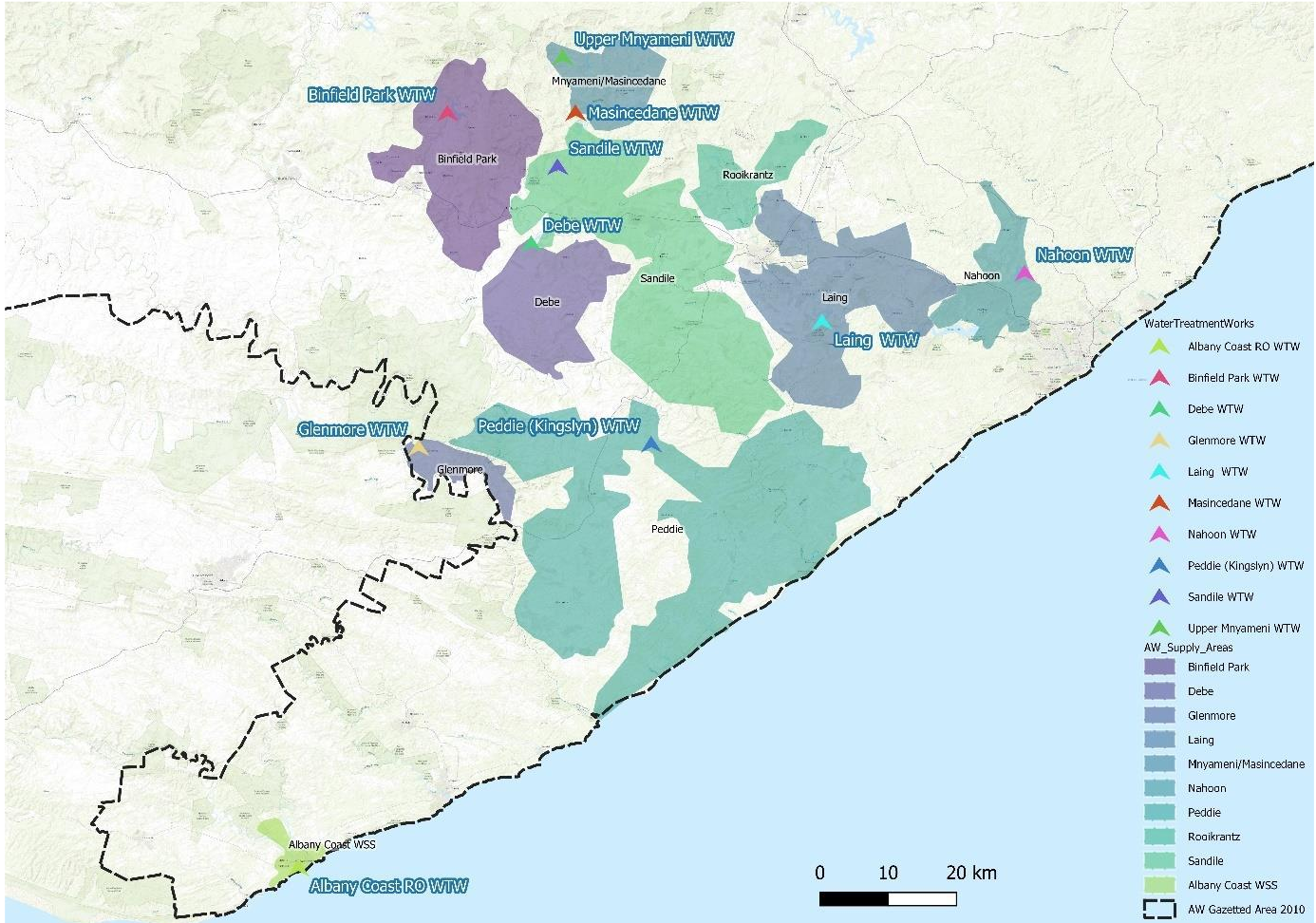
PART 4: SITE INFORMATION

4.1 Location of the Project

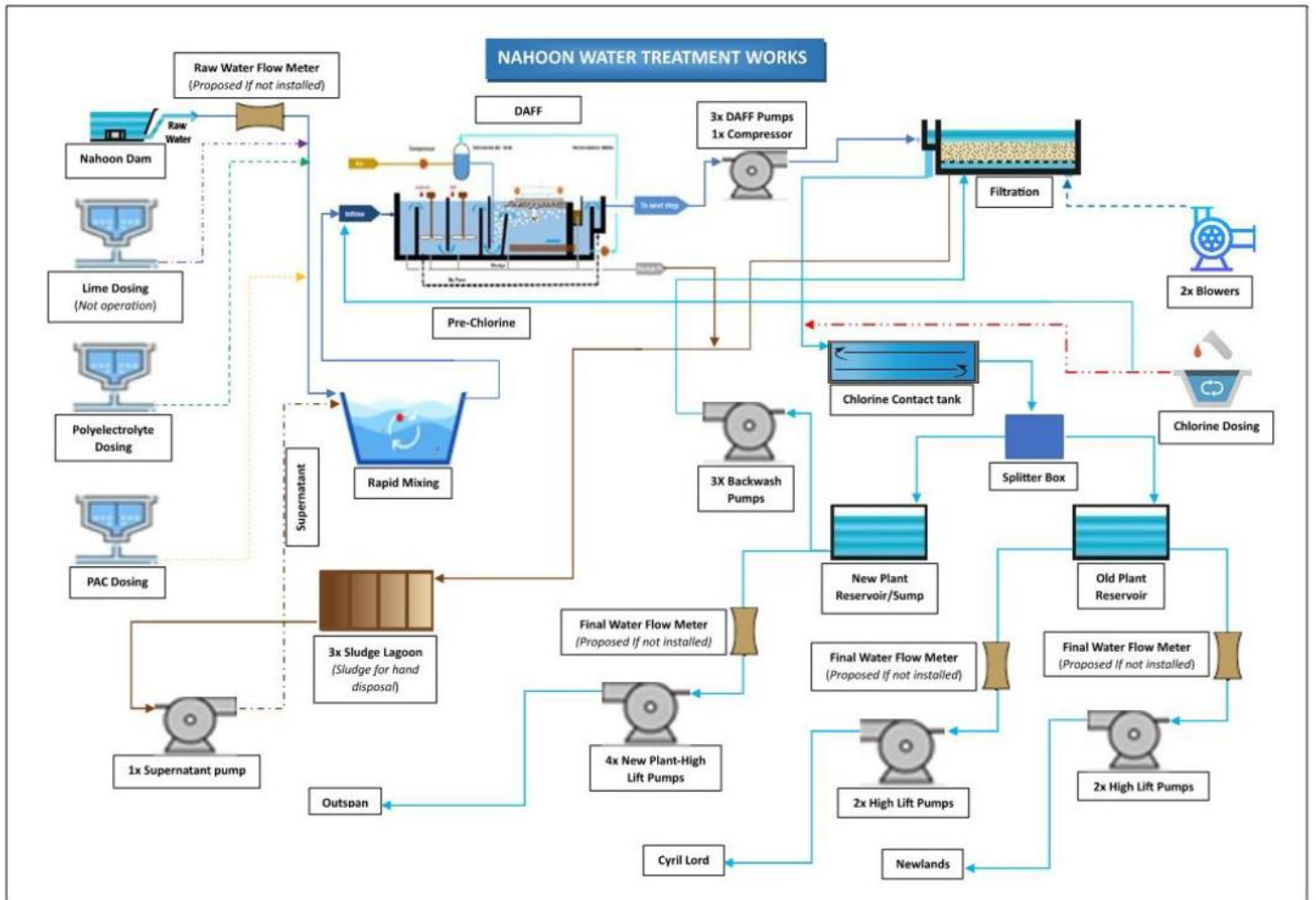
The water supply schemes of Amatola Water provide bulk potable water and raw water to the following Water Services Authorities (WSAs):

- Buffalo City Metropolitan Municipality (BCMM).
- Amathole District Municipality (ADM).
- Ndlambe Local Municipality (NLM)

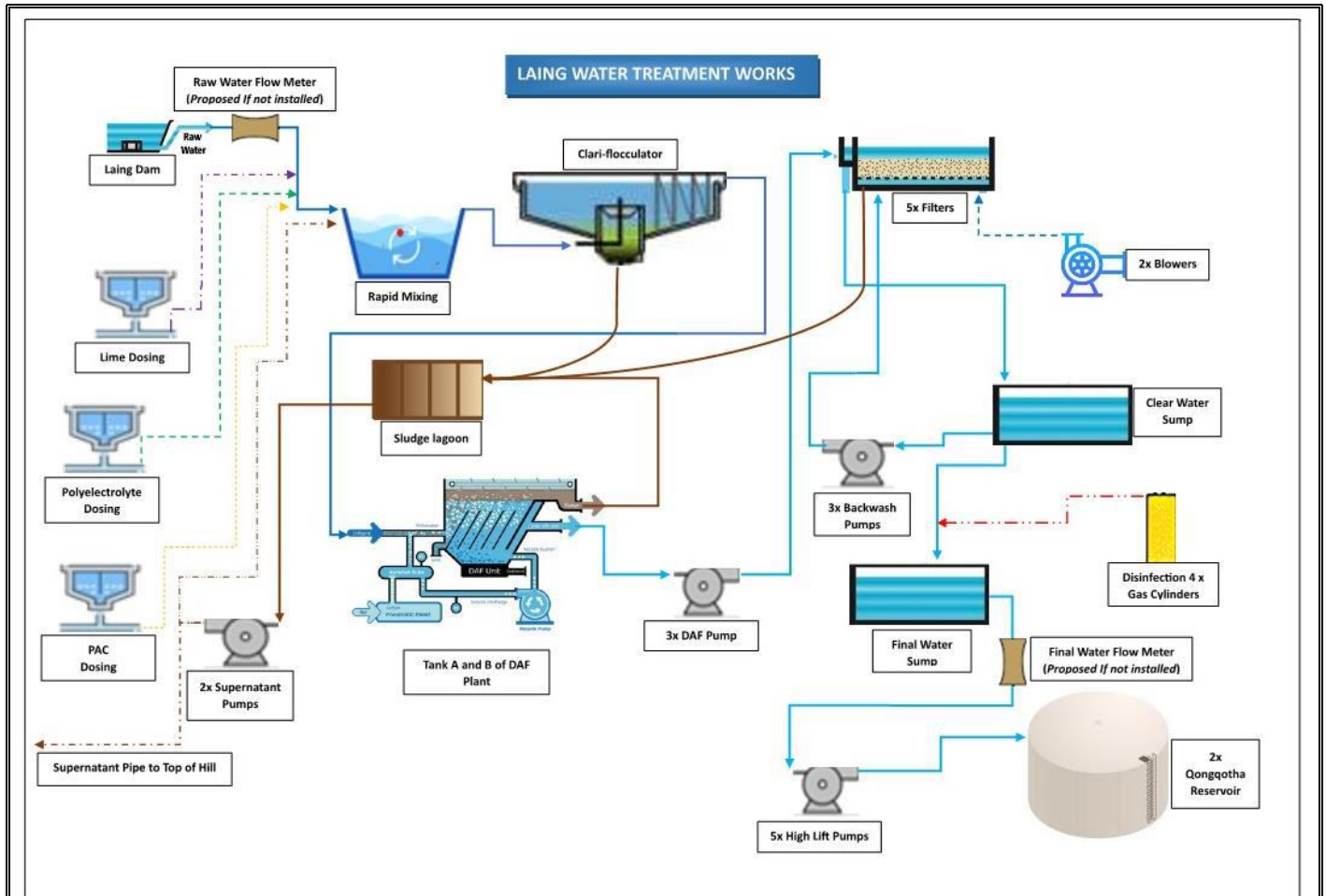
Amatola Water has ten Water Treatment facilities that supply the two WSAs above and Ndlambe Local Municipality, a standalone WSA with Port Alfred as its seat of government. The schematic of AW Operational Area and WTW is shown below.



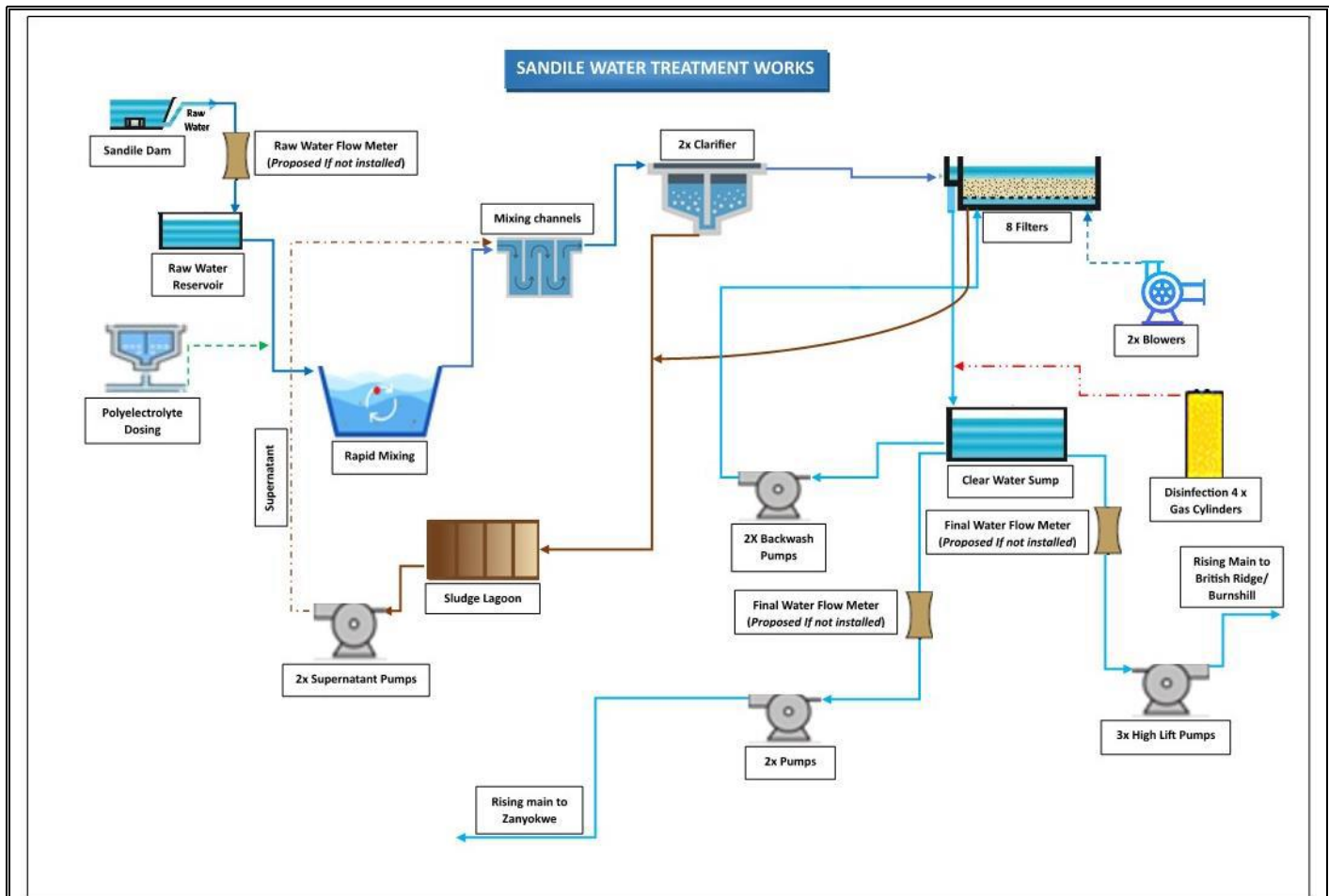
The figures below show the Process Diagrams for the schemes covered under this project.



Nahoon Water Treatment Works Process Diagram



Laing Water Treatment Works Process Diagram



Sandile Water Treatment Works Process Diagram

For more information, please contact: **Bulelwa Leni**

e-mail: bleni@amatolawater.co.za

SECTION B

RETURNABLE DOCUMENTS

THE FOLLOWING DOCUMENTS MUST BE COMPLETED IN FULL AND SUBMITTED WITH THIS BID:

SBD 1: INVITATION TO BID

SBD 4: BIDDERS DISCLOSURE

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

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THIS BID:

FORM A: AUTHORITY TO SIGN

JOINT VENTURE AGREEMENT (IF APPLICABLE)

FORM A: AUTHORITY TO SIGN DOCUMENTS

The person listed below are duly authorised/ delegated to sign all documents in connection with the tender offer and any contract resulting from it on our behalf by virtue of the Articles of Association/Resolution of the Board of Directors. All fields to be completed.

Details of authorised/ delegated person

NAME

SIGNATURE

DATE

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

FORM B: SCHEDULE OF PREVIOUS RELATED CONTRACTS SATISFACTORILY CARRIED OUT BY THE TENDERER

Suppliers should very briefly describe their experience in this regard by completing the schedule below by providing details of at least three (3) comparable contracts within the last 10 years relating to the **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS**. Please note that Form B.1 and B.2 and B.3 must be completed by your previous clients in substantiating the list of references provided below and must be submitted as part of this document, failure to do so will lead to disqualification. Please note that references may be verified.

| Comparable supply contracts of the entity within the last 5 years | Short Description | Contract Value (incl. VAT) | Dates (Commencement; Completion) | Client and contactable reference (include phone no.& email addresses) |
|---|-------------------|----------------------------|----------------------------------|---|
| | | | | |
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SIGNED ON BEHALF OF TENDERER:

FORM B.1: CONFIRMATION OF REFERENCES TO AMATOLA WATER

| | |
|---|--|
| NAME OF BIDDING COMPANY: | |
| PREVIOUS CLIENT/EMPLOYER NAME: | |
| TENDER/BID NUMBER OF COMPLETED CONTRACT/PROJECT | |
| DESCRIPTION OF CONTRACT/ PROJECT COMPLETED | |
| VALUE OF WORK COMPLETED | |
| DURATION AND DATE COMPLETED: | |

The above-mentioned Bidding Company is in the process of submitting a Bid/RFQ to Amatola Water as per detailed Specification to Confirm that the Bidder had completed Similar or Relevant Contract with your Company within the past 5 years. If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid, Amatola Water requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

| | |
|---|--|
| 1. Were the goods/ services supplied according to the required quality as per the description/specification and were delivered on time? | Select applicable rating <input type="checkbox"/> Excellent, <input type="checkbox"/> Good, <input type="checkbox"/> Satisfactory, <input type="checkbox"/> Poor |
| 2. Kindly, indicate their overall performance on the project. | Select applicable rating <input type="checkbox"/> Excellent, <input type="checkbox"/> Good, <input type="checkbox"/> Satisfactory, <input type="checkbox"/> Poor |

Full Name of Authorised Signatory

Contact Number Email address.....

Signature..... Date.....

***CLIENT (EMPLOYER) STAMP HERE**

***Incomplete and/or unsigned form will not be accepted and Amatola Water reserves the right to contact any Client Company listed as a reference. No handwriting is acceptable on the stamp area. No letters will be accepted only this form is considered.**

FORM B.2: CONFIRMATION OF REFERENCES TO AMATOLA WATER

| | |
|---|--|
| NAME OF BIDDING COMPANY: | |
| PREVIOUS CLIENT/EMPLOYER NAME: | |
| TENDER/BID NUMBER OF COMPLETED CONTRACT/PROJECT | |
| DESCRIPTION OF CONTRACT/ PROJECT COMPLETED | |
| VALUE OF WORK COMPLETED | |
| DURATION AND DATE COMPLETED: | |

The above-mentioned Bidding Company is in the process of submitting a Bid/RFQ to Amatola Water as per detailed Specification to Confirm that the Bidder had completed Similar or Relevant Contract with your Company within the past 5 years. If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid, Amatola Water requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

| | |
|--|---|
| <p>3. Were the goods/ services supplied according to the required quality as per the description/specification and were delivered on time?</p> | <p>Select applicable rating</p> <p><input type="checkbox"/> Excellent,</p> <p><input type="checkbox"/> Good,</p> <p><input type="checkbox"/> Satisfactory,</p> <p><input type="checkbox"/> Poor</p> |
| <p>4. Kindly, indicate their overall performance on the project.</p> | <p>Select applicable rating</p> <p><input type="checkbox"/> Excellent,</p> <p><input type="checkbox"/> Good,</p> <p><input type="checkbox"/> Satisfactory,</p> <p><input type="checkbox"/> Poor</p> |

Full Name of Authorised Signatory

Contact Number Email address.....

Signature..... Date.....

***CLIENT (EMPLOYER) STAMP HERE**

***Incomplete and/or unsigned form will not be accepted and Amatola Water reserves the right to contact any Client Company listed as a reference. No handwriting is acceptable on the stamp area. No letters will be accepted only this form is considered.**



FORM B.3: CONFIRMATION OF REFERENCES TO AMATOLA WATER

| | |
|---|--|
| NAME OF BIDDING COMPANY: | |
| PREVIOUS CLIENT/EMPLOYER NAME: | |
| TENDER/BID NUMBER OF COMPLETED CONTRACT/PROJECT | |
| DESCRIPTION OF CONTRACT/ PROJECT COMPLETED | |
| VALUE OF WORK COMPLETED | |
| DURATION AND DATE COMPLETED: | |

The above-mentioned Bidding Company is in the process of submitting a Bid/RFQ to Amatola Water as per detailed Specification to Confirm that the Bidder had completed Similar or Relevant Contract with your Company within the past 5 years. If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid, Amatola Water requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

| | |
|---|--|
| 5. Were the goods/ services supplied according to the required quality as per the description/specification and were delivered on time? | Select applicable rating <input type="checkbox"/> Excellent, <input type="checkbox"/> Good, <input type="checkbox"/> Satisfactory, <input type="checkbox"/> Poor |
| 6. Kindly, indicate their overall performance on the project. | Select applicable rating <input type="checkbox"/> Excellent, <input type="checkbox"/> Good, <input type="checkbox"/> Satisfactory, <input type="checkbox"/> Poor |

Full Name of Authorised Signatory

Contact Number Email address.....

Signature..... Date.....

***CLIENT (EMPLOYER) STAMP HERE**

***Incomplete and/or unsigned form will not be accepted and Amatola Water reserves the right to contact any Client Company listed as a reference. No handwriting is acceptable on the stamp area. No letters will be accepted only this form is considered.**

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 |
|-----------|-----------------|---------------------------|
| | | |
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| | | |
| | | |

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.

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.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \underline{Ps = 80 \left(1 - \frac{Pt - P_{min}}{p_{min}} \right)} & \mathbf{or} & \underline{Ps = 90 \left(1 - \frac{Pt - P_{min}}{p_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \underline{Ps = 80 \left(1 + \frac{Pt - P_{max}}{p_{max}} \right)} & \mathbf{or} & \underline{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| HDI (51% or more black ownership) | 8 | |
| Black women (51% or more women ownership) | 6 | |
| Black youth (51% or more youth ownership) | 4 | |
| People with disability (20% or more disabled people ownership) | 2 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Partnership/Joint Venture / Consortium

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.’

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

SECTION C:

PRICING INSTRUCTIONS, PRICING SCHEDULE AND CONTRACT

PRICE INSTRUCTIONS AND ESCALATION

The following pricing schedules must be completed in full:

SBD 3.1: Pricing Schedule: Firm prices

SBD 3.2: Pricing Schedule: Non- firm prices (NOT APPLICABLE)

NB: If there are any unconditional discount offers, kindly attach a schedule that will indicate where those discounts are applied from.

Failure to fully complete the pricing instructions will invalidate your bid. All line items should be completed.

No claim in respect of any price escalation will be considered by the Amatola Water unless it is specifically stated in the Pricing Schedule that the Bid is subject to price escalation.

When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable.

All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Amatola Water of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims.

VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price but must be shown separately.

Non-VAT vendors must not include VAT in their bid price.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number...**187-23/24**.

Closing Time ...**11:00am** Closing date: ...**05 APRIL 2024**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

| Deliverable | Unit | Qty | Rate | Amount |
|---|-------------|------------|-------------|---------------|
| Process Audit and Reporting for Nahoon WTWs. The work components to be covered: <ul style="list-style-type: none"> • Pump Stations • Raw Water quality analysis • Final water quality analysis • Distribution Network • Work's unit process evaluation • Work's operational efficiency & competence | No | 1 | | |
| Process Audit and Reporting for Laing WTWs. <ul style="list-style-type: none"> • Pump Stations • Raw Water quality analysis • Final water quality analysis • Distribution Network • Work's unit process evaluation • Work's operational efficiency & competence | No | 1 | | |
| Process Audit and Reporting for Sandile WTWs. <ul style="list-style-type: none"> • Pump Stations • Raw Water quality analysis • Final water quality analysis • Distribution Network • Work's unit process evaluation | No | 1 | | |

| | | | | |
|--|----------|---|--------------|--------------|
| • Work's operational efficiency & competence | | | | |
| Compilation and attendance of Monthly progress reports and meeting with AW | No | 4 | | |
| Close Out Report | No | 1 | | |
| Travel and Disbursements allowance | Prov.Sum | 1 | R 100 000,00 | R 100 000,00 |
| Sub Total 1 | | | | |
| Contingencies (10%) | | | | |
| Sub Total 2 | | | | |
| Value Added Tax (15%) | | | | |
| Total Brought Forward to Form of Offer and Acceptance | | | | |

Total must be transferred to SBD 1, failure to do so will lead to the bid/RFQ being disqualified.

Required by:

- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery:

Amatola Water

.....
N/A.....
N/A.....
 *YES/NO

 *Firm/not firm

PRICE ADJUSTMENTS (NOT APPLICABLE)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

A NON-FIRM PRICES SUBJECT TO ESCALATION

- IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

- FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. e.g. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|---|-------------------------|
| | |
| | |
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| | |
| | |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **(AMATOLA WATER) APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS** in accordance with the requirements and task directives / proposals specifications stipulated in **RFQ NO. 187-23/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|------------------|----------------|
| WITNESSES | |
| 1 | |
| 2 | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY AMATOLA WATER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|--|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE WATER TREATMENT WORKS | | | | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

....

2

GENERAL CONDITIONS OF CONTRACT

The Standard Professional Services Contract, July 2009, Third Edition of CIDB document 1014, 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: Bulelwa Leni The address for receipt of communications is: 6 Lancaster Place Vincent Park East London Telephone is: 043 707 3730. Email address is: bleni@amatolawater.co.za |
| 1 | The project is: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT PLANT PROCESS AUDITS FOR NAHOON, LAING AND SANDILE. |
| 1 | The Period of Performance (i.e. work allocation) is only for Four (4) months, 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 as detailed in this document. |
| 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 (14) 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 under this contract. |
| 5.4.1 | The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: 1. Professional Indemnity Cover is: Three times the value of fees payable per work allocation. Period of cover: Duration of Project including defects liability period 2. Public Liability Insurance Cover is: R10 million per claim. |

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| | Period of cover: Duration of Project including defects liability period |
| 5.5 | The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 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 |
| 7.2 | The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule. |
| 8.1 | The Service Provider is to commence the performance of the Services within fourteen (14) days of date that the Contract becomes effective and receipt of a Purchase Order |
| 8.2.1 | 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. |
| 8.4.1 (c) | If as a result of a budget adjustment process, it becomes necessary to change the funding allocation for the contract. |
| 8.4.3 (c) | The period of suspension under clause 8.5 is not to exceed three months. |
| 9.1 | Copyright of documents prepared for the Project shall be vested with the Amatola Water. |
| 11.1 | 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 written approval by Amatola Water may result in the contract being terminated. |
| 12.1 | 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. |
| 12.2 and 12.3 | Final settlement is by arbitration. |
| 12.2.1 | 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. |
| 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 |

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| 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 | <p>The Service Provider is:</p> <p>The Service Provider's representative is:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p> | | |
| 5.5 7.1.2 | The Key Persons and their jobs / functions in relation to the services are: | | |
| | ROLE | NAME OF RESOURCE | SPECIFIC DUTIES |
| | Project Leader | | |
| | Engineer / Technologist / Natural Scientist | | |
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