



REQUEST FOR QUOTATION (RFQ)

RFQ NO – 130-25/26

BID DESCRIPTION

REVIEW AND UPDATING OF WATER SAFETY PLANS.

CLOSING DATE

FRIDAY, 06 MARCH 2026 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: +27 707 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 – 130-25/26	CLOSING DATE:	06 MARCH 2026	CLOSING TIME:	11:00am
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DESCRIPTION	REVIEW AND UPDATING OF WATER SAFETY PLANS.
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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	Thembani Mampe	CONTACT PERSON	Bulelwa Leni
TELEPHONE NUMBER	043 707 3700	TELEPHONE NUMBER	043 707 3700
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	tmampe@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. BID PRICE:

ITEM	REQUIRED GOODS & SERVICES	TOTAL AMOUNT (Amount in figures) R	TOTAL AMOUNT (Amount in words) R
	REVIEW AND UPDATING OF WATER SAFETY PLANS.	(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 **27 February 2026** 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 Two (2) phases:

Phase One: Mandatory requirements

Phase Two: 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 / submit letter of authority to sign.
- 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 has 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 Requirements & Compliance Assessment

No	Criteria	Compliant/ non-compliant	Attached
1.	<p>Company experience: -</p> <p>Demonstrate experience with developing water safety and quality management plans. Demonstrate proven knowledge of Knowledge of relevant standards such as SANS 241:2015 and water safety regulations and DWS Blue Drop Certification program.</p> <ul style="list-style-type: none"> The service provider must provide Amatola Water with two (2) successfully completed projects undertaking the completion of Water Safety Plans for a Water Service Authority (WSA) or a Water Service Provider (WSP). Attached FORM B.1 and B.2: CONFIRMATION OF REFERENCE TO AMATOLA WATER - for similar projects previously completed by the bidding company. Forms must be completed and stamped. No letters will be accepted only attached forms considered. 		<p>Forms B.1 and B.2</p>
2.	<p>Personnel: -</p> <ul style="list-style-type: none"> Project Leader (ECSA Pr. Eng or Pr. Tech Eng or Pr. Sci. Nat) with 5 years of experience in water quality management. Include Engineers or Technologists registered with ECSA as a Pr. Eng or Pr. Tech Eng, with minimum 5 years of experience in civil, mechanical and electrical engineering related to water treatment and supply systems. (at least one engineer or technologist per discipline – i.e. Civil (including Structures) (x1), Mechanical (x1) and Electrical (x1)) Registered Professional Scientist (SACNASP) with a BSc or higher in Natural or Earth Sciences and at least 5 years of relevant experience in the field of water quality management. Registered Risk Assessor (Professional Registration with relevant body) - Include a Risk Assessment Specialist with 5 years' experience in the development and implementation of risk assessments, compliance monitoring programs, incident management protocols and stakeholder engagement strategies in the water sector. 		<p>CV and certificates</p>

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).

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

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

All Bids must remain valid for a period of 120 (one hundred and twenty) 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

Additional Bid/RFQ Condition

It is the responsibility of the bidder to ensure that they keep copies of their bid submission prior depositing to the tender box.

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).
- VII. Amatola Water reserves the right to increase or decrease the contract period or any part thereof if the project work on the contract is cancelled or work has come to an end. This will be communicated to the contractor in advance when and for how long the contract will be stopped/cancelled/ ceases.

8. SPECIFIC REQUIREMENTS:

- I. Service Provider must be in position to issue report at inception.
- II. Service Provider must be in position to issue report on completion.
- III. Health and Safety File.
- IV. Service Provider to show proof of experience of the company tendering and proposed personnel in line with the scope of the project and Department of Water and Sanitation Blue Drop Certification Programme.

BID SPECIFICATION

Amatola Water invites quotations from suitably qualified and experienced service providers for the **REVIEW AND UPDATING OF WATER SAFETY PLANS.**

BACKGROUND AND SCOPE OF WORK

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.

Amatola Water is a state-owned entity and seeks to appoint the services of a Professional Service Provider to conduct Plant Process Audits and the review and updating of Water Safety Plans (in accordance with the World Health Organisation standards) for AW owned plants. AW seeks to ensure that there is proactive management of AW owned plants which includes preparing for future events, both foreseen and unforeseen, including climate variability and change, natural disasters, conflict, epidemics and pandemics.

This is being carried out for AW to ensure that the operations of AW plants are done in a safe, reliable and sustainable manner that meets and exceeds standards set nationally and internationally and in accordance with the National Blue Drop Programme, No-Drop Programme. Water Safety Planning standards (including World Health Organization) and drinking water quality standards, SANS 241:2015 (inclusive of the latest SANS 241 standard 2024).

From a business continuity perspective, water safety planning is key to AW to ensure that AW has in place appropriate emergency management and response planning (including effective internal and external communication with stakeholders) and contingency plans in cases of outbreaks or any force majeure events that has implications on the entire water supply value chain.

Overall, the objective of this project is to ensure that AW all owned plants are operated optimally, efficiently, cost effectively and all threats to the safe management of the water supply at each stage (i.e. source, treatment, distribution and storage, user) are known and mitigated accordingly including mitigation of future challenges that may affect the water supply system such as climate change, water security, urbanization and environmental deterioration.

The scope of works requires the Professional Service Provider to conduct the review and updating of Water Safety Plans to the current water supply schemes operated by Amatola Water as listed on Table 2 below. In addition, the table presents the Amatola Water operational area, with its water supply systems respective to Buffalo City Metropolitan Municipality (BCMM) and Amathole District Municipality (ADM).

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 brief description of the services and scope required is as follows:

The first master water safety plan for the Amatola Water supply areas was developed by AW in 2009, in compliance with the Department of Water Affairs' Blue Drop Programme water quality regulation initiative. This master water safety plan was further developed in 2010. With the establishment of a formal Water Safety Plan Implementation Team the AW water safety plan was developed for each water supply system under the operation of Amatola Water which was combined into four volumes for each of Amatola Water's bulk consumers/end users which mainly consist of four municipalities who are also water service providers.

The current version of the Water Safety Plans AW was drafted in 2011 by then SSI Engineers and Environmental Consultants. The Amatola Water (AW) water safety plan consists of four volumes which cover all areas that Amatola Water supplies with drinking water. The volumes are for Amathole District Municipality, Buffalo City, Joe Gqabi and Ndlambe Municipality. It is noted that both Joe Gqabi area and Ndlambe area are no longer under AW's bulk supply areas.

The AW Water Safety Plan provides the primary tool for drinking water quality management and is incorporated as part of the Amatola Water operational management system. It is intended to be simple and practical in nature and can be applied and maintained using the guideline below. All incidents and preventive and risk mitigation actions identified whilst using the water safety plan are communicated to senior management for inclusion in the relevant infrastructure master planning as well as operational and capital expenditure budgets.

The Employer envisages that the service provider appointed when reviewing and updating the Water Safety Plan, they will complete the following work in accordance with National and International Standards including the Department of Water and Sanitation National Blue Drop Programme and the World Health Organization's standards latest guidelines including guidelines associated with Climate Change.

- Assemble the WSP team
- Water safety planning workshop
- Risk identification, prioritisation and control measures before commencement of the project
- Site visits (photos)
- Describe the water supply system
- Identify hazard and hazardous events and assess the risks
- Determine and validate control measures, reassess and validate control measures
- Determine and validate corrective actions for all identified risks especially for high and medium hazards
- Develop the improvement plan including action plan
- Define and document monitoring of control measures to be implemented
- Verify effectiveness of the WSP
- Prepare management and support procedures
- Develop Operational Monitoring Plan and supporting programmes for the AW WSP team

The entire water supply chain from source (catchment) to treatment to distribution to user level (public tap stand and or user premises) per supply area needs to be assessed and factored into the WSP for each plant and each area of supply.

The expected outcomes will be:

- System Description
- System Hazard identification and risk assessment
- Monitoring programme
- Incident Management Plans/Protocols
- Action Plan, time bound and costed implementation plan
- Any other outcome not listed above, however required in terms of the National Blue Drop Programme, World Health Organization Standard and Guideline for Water Safety Planning Manuals, 2022 and drinking water quality standard SANS241: 2015 inclusive of latest revision, 2024.

The project deliverables shall adhere to 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
Reviewed and Updated Water Safety Plans	<p>As detailed in the Scope of Works Section of this tender document signed off by a Professionally Registered Engineer or Technologist or Scientist.</p> <p>The deliverable will only be approved when it is confirmed to be in compliance with the norms and standards including World Health Organization's Manual and Guidelines, the DWS Blue Drop Standard and other relevant legislation.</p>	Acceptance by AW
Workshop and Training	Training of the Water Safety Planning team including AW Management Committee (Manco)	Acceptance by AW
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

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).

Amatola Water has a fleet of water treatment plants and bulk conveyance systems that supply the two of the three WSAs listed above and Ndlambe Local Municipality, a standalone WSA with Port Alfred as its seat of government. The schematic of AW Operational Area and the various water supply schemes is shown below.

The figure below shows the location of each scheme geographically and relative to each WSA.

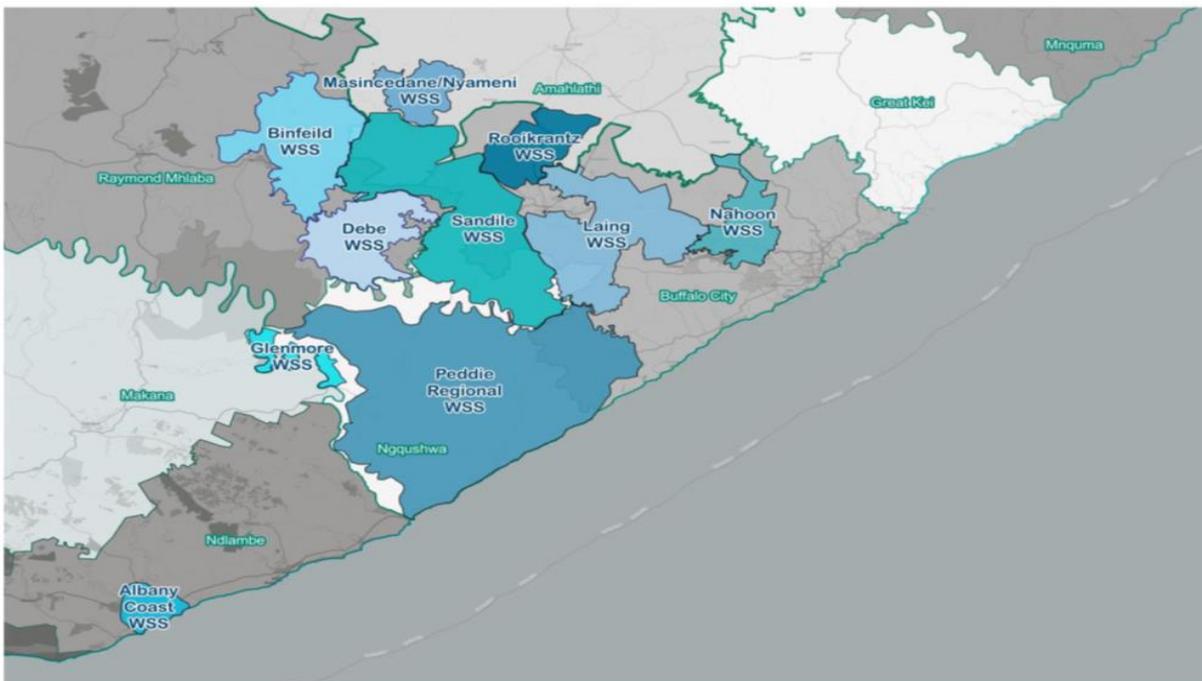


Table 2: AW Water Supply Schemes forming part of the review and updating of the Water Safety Plans

Name of Scheme	WSA Supplied	Raw Water Source	Operational Area (in Km ²)	Population Served (Number)	Capacity in Mega liters / day	Pipeline Length (km)	Number of Reservoirs	Number of Pump Stations
Nahoon WSS	BCMM	Nahoon Dam	253.14	189 239	33.7	5.8	2	4
Laing WSS	BCMM & ADM	Laing Dam	760.53	127 097	33	163	49	5
Sandile WSS	BCMM & ADM	Sandile Dam	1167.51	82 704	18	233	54	3
Binfield Park WSS	ADM	Binfield Park Dam	594.91	33 975	4.8	29	6	2
Peddie WSS	ADM & BCMM	Sandile Dam	2337.37	55 372	6.5	144	30	2

		(Craighead weir)						
Masinedane /Mnyameni WSS	ADM	Mnyameni Dam	197.0	16 879	6	52	11	2
Debe WSS	ADM	Debe Dam	420.80	13 559	5	73	20	4
Glenmore WSS	ADM	Boyd Dam	99.63	5 249	0.5	5	2	2
Rooikrantz WSS	BCMM & ADM	Rooikrantz Dam	TBC	TBC	1.8	73	11	5

The population figures highlighted above are an estimate and it will be required that the service provider appointed confirms the current population served by each of the schemes during the process of compiling the Process Audits and Water Safety Plans.

A copy of the Water Safety Plans that need to be reviewed and updated are available from AW offices at 6 Lancaster, Vincent Park. The contact details for the person for technical queries can be used to arrange collection of the copy of the Water Safety Plans.

Pricing Guidelines and Assumptions:

Tenderers are to price each of the attached schedules. Of the price schedules to be submitted by the tenderer, the time-based fees (hourly rates) will be used in the event of changes to the contract price or period of performance (contract term) of the tenderer.

The bidding team should have a list of all professional services as a company or consortium. The hourly rates shall be as per DPSA Guidelines for hourly rates for consultants.

Guideline Scope of Services and Professional Fees are not applicable. The method for determining fees shall be time-based fees using the applicable norms and standards applicable in the industry for the services requested.

The prices and rates to be inserted in the RFQ Schedule are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

All prices or rates inserted in the RFP Schedule/ Bill of Quantities shall be Excluding VAT; provision has been made on the bottom of the pricing schedule for VAT to be included.

Offer to be valid for hundred and twenty (120) days from the closing date of bid.

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

For more information contact person:

Bulelwa Leni @ 043 707 3700

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: DECLARATION OF INTEREST

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

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

FORM B.1 CONFIRMATION OF REFERENCES TO AMATOLA WATER

FORM B.2 CONFIRMATION OF REFERENCES TO AMATOLA WATER

B-BBEE VERIFICATION CERTIFICATE

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 thereby providing details of at **least two (2) comparable contracts** within the last five (5) years relating to the **REVIEW AND UPDATING OF THE WATER SAFETY PLANS**. Please note that Form B.1 and B.2 must be completed and stamped 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 provided may be verified.

Previous Comparable Contracts of the bidding entity within the last 5 years	Short Description	Contract Value (incl. VAT)	Dates (Commencement; Completion)	Client and contactable reference (include phone no.& email addresses)

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 PREVIOUSLY 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.

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
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. Hand-written imprints on the stamp area will not be accepted. 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.

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
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. Hand-written imprints on the stamp area will not be accepted. 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 institution	State

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 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, 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:

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

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:

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

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)	4	
Black youth (51% or more youth ownership)	4	
People with disability (20% or more disabled people ownership)	4	

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.....RFQ – 130-25/26

Closing Time ...11:00am Closing date: ...06 March 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF THE BID.

PRICING SCHEDULE

Item No.	Deliverable	Unit	Qty	Rate	Amount
WATER SAFETY PLANS AND REPORTING					
1.	Review and Updating of Water Safety Plan for Amathole District Municipality (Laing, Sandile, Peddie, Debe Nek, Binfield Park, Mnyameni/Masinedane – Mnyameni Dam – Keiskamma, Glenmore, Rooikrantz)	No	1		
2.	Review and Updating of Water Safety Plan for Buffalo City Metropolitan Municipality (Nahoon, Laing, Sandile, Rooikrantz)	No	1		
PROJECT AND CONTRACT MANAGEMENT					
1.	Compilation of monthly progress reports and attendance of Monthly progress meetings with AW WSP Teams and other AW structures (including pre-meeting preparation, meeting attendance duration of 4 hours maximum per meeting and post-meeting work including drafting & circulation of meeting minutes and meeting resolutions)	No of meetings	6		
2.	Providing accredited workshops and training for AW officials and invited stakeholders on Water Safety Plans.	No	1		
3.	Project Inception meeting and submission of Project Inception Report	No	1		
4.	Project Close Out Report	No	1		
5.	Travel and Disbursements allowance	Prov.Sum	1	R 75 000.00	R 75 000.00
6.	Establishment of AW WSP Teams including the preparation and establishment of Terms of Reference (ToRs) including defining and documenting the roles and responsibilities for each WSP Team for the various AW Management Structures and Stakeholders	Per Team	4		
PROVISION FOR HOURLY RATES – AS & WHEN REQUIRED					
	Project Leader	Hourly rate	80		

	Engineers (Civil - including structural, Mechanical & Electrical)	Hourly rate	80		
	Registered Professional Scientist (SACNASP)	Hourly rate	80		
	Registered Risk Assessor	Hourly rate	80		
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

1. 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 e.g. 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.

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

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

2. 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

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 - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **(AMATOLA WATER) REVIEW AND UPDATE WATER SAFETY PLANS** in accordance with the requirements and specifications stipulated in **RFQ NO – 130-25/26** 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. 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);
 - Technical Specification(s);
 - 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)
4. 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 goods and/or works 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.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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: Panel for Professional Services providers to render professional services associated with the review and updating of the AW Water Safety Plans.
1	The Period of Performance is Eight (8) months .
1	The Start Date is the date when the Service Provider receives his formal copy of the signed Contract and the Purchase Order from the Employer.
3.5	The location for the performance of the Project is within the area of jurisdiction of the Employer, and locations of the specific allocated/issued project(s) shall be as per the issued Work Order.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.15.1	The programme shall be submitted within fourteen (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.
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. 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 return 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
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>Faxsimile:</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		
	Engineers (Civil – including Structural, Mechanical & Electrical)		
	Registered Professional Scientist (SACNASP)		
	Registered Risk Assessor		