



YOU ARE HEREBY INVITED TO QUOTE

COMPULSORY BRIEFING SESSION DATE: N/A

RFQ NO : 41925

CLOSING DATE: 14th JUNE 2023

CLOSING TIME: 14H00

NAME OF SERVICE PROVIDER:

.....

QUOTATIONS MUST BE HAND DELIVERED AT NO 01 LANDROS MARE STREET IN POLOKWANE.

(LEPELLE NORTHERN WATER) or emailed to Mr Nkululeko Sithole 015 295 1800

FOR TECHNICAL RELATED QUERIES CONTACT: Mr S Ratshibvumo or Mr G Motsoare on 015 295 1800 or
emailed to gundom@lepelle.co.za or shudur@lepelle.co.za

1. BACKGROUND AND INFORMATION

The Phalaborwa Water Treatment scheme provides portable water through various pipelines. One of the pipelines which is a 560mm line has been decommissioned due to the frequent bursts that are occurring along the pipeline, due to the condition of this 560mm pipeline, the scheme is operating without any redundancy, failure to the currently operating piping system will lead to long downtimes. The condition assessment to determine the possible causes of the bursts as well as the structural integrity of the line is required, and this condition assessment shall inform the nature of repairs required on the pipeline.

2. SUBMISSION OF QUOTATION

QUOTATIONS MUST BE HAND DELIVERED AT NO 01 LANDROS MARE STREET IN POLOKWANE.

(LEPELLE NORTHERN WATER) or emailed nkululekos@lepelle.co.za - Mr Nkululeko Sithole 015 295 1800

3. SCOPE OF WORKS FOR THE PROJECT

The scope of works covers the items listed below:

REQUEST FOR QUOTATION FOR CONDITION ASSESSMENT ON 9.5KM PIPELINE AT PHALABORWA WTW

Scope of work

- a) Compliance with the OHS specific to the project.
- b) Submission of a baseline program of works.
- c) Site assessment before work is done
- d) Submission of project work methodology and types of systems to be used for condition assessment.
- e) Planning and coordination of pipeline shutdown with LNW.
- f) Performing CCTV Inspection along the 550mm diameter, 9.5km pipeline.
- g) Performing Leak Detection on the 550mm diameter, 9.5km pipeline.
- h) Performing a Metal Loss Assessment on the 550mm diameter, 9.5km pipeline.
- i) Excavations along pipeline necessary to conduct condition assessment along the 550mm diameter, 9.5km pipeline.
- j) Cutting and repairs of pipeline or removal of pipe flanges and dismantling couplings as well as reassembling them in the manholes of pipeline where applicable for ease of access to perform condition assessment on the entire 9.5km.
- k) Compiling of detailed report for overall condition assessment, which is to be presented to the client, Lepelle Northern Water.
- l) Site de-establishment upon completion.

Site locations

Phalaborwa WTW
-24.06585, 31.14139

4. PROJECT PRICING SCHEDULE

See attached BOQ

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5. PROJECT DURATION

A time estimate required for the completion of the works is **4 weeks** from appointment date.

6. MANDATORY REQUIREMENTS (PRE-QUALIFICATION)

- a) Valid Professional registration with ECSA (as Pr Tech/Pr Eng) of one of the key personnel
- b) Valid NACE (National Association of Corrosion Engineers) certification of one of the key personnel

Note : CV's of key personnel to be provided as part of the returnable.

7. SCORING BASED ON PRICE AND PREFERENTIAL POINTS SYSTEM

NB: NO BIDDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE .

Specific Goals	Means of verification	80/20 Points	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	5	2,5
Black women (100% Black women ownership in the company)	CSD Report	5	2,5
Black ownership (100% black ownership in the company)	CSD Report	5	2,5
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2,5
Total points		20	10

The 80/20 or 90/10 Preferential Point System will be used to evaluate the bid.

Financial offer and Preferential Point System:

- a) Score tender evaluation points for financial offer.
- b) Confirm that tenderers are eligible for the Preference points claimed, and if so, score tender evaluation points.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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GENERAL CONDITIONS

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).

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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.

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.

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DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

8. ADMINISTRATIVE COMPLIANCE

- a) Completed and submitted BOQ.
- b) Registration with the CSD.
- c) Original and valid TAX clearance certificate issued by SARS.
- d) Company registration documents.
- e) Certified ID copies of the company shareholders.
- f) Contract award will be based on scoring on points on price and preferential point system as indicated on the CSD report.
- g) Minimum 1 Page Technical Methodology for pipeline condition assessment and repair work on the pipe including quality assurance and quality inspections on repairs done.
- h) Similar project experience and certified personnel to conduct the condition assessment.
- i) Municipal current rates account not more than three months old should be submitted (Proof of address of the company or shareholders) / Lease agreement with municipality account of the lessee (property owner) / Conformation letter endorsed by commission of Oath, note that before appointment this will be verified / Confirmation from the Tribal Authority address acceptable as proof of office address.

9. CONTRACTUAL NOTES:

- a) All the above documents will become mandatory within twenty-four (24) hours to the recommended bidder and failure to submit will lead to automatic disqualification.
- b) LNW reserves the right to appoint more than one bidder for this project and/ or to reduce the scope by more than 50%.
- c) If required, the service provider appointed will be expected to hire local general labourers within the location of the plant. The labourers' rates will be determined with the local employment officials from the Municipality.
- d) The service provider will be required to make a detailed report upon completion, to be submitted for review by both LNW Engineering services. The Tax Invoice shall be submitted after the review of the report.
- e) The service provider will be expected to act diligently and use such skills in the execution of the project.

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Signed :

LNW GM : Engineering Services :

Date :

10. TERMS OF BUSINESS

1.0 DEFINITIONS

1.1 The following defined words have the following meanings in this Agreement:

“Offer” means the letter of offer and any appendices and/or attachments thereto issued to the Client.

“Agreement” means the service provider’s letter of offer enclosing these Terms of Business, the Appendix to the offer, and any subsequently agreed variations to the “Agreement”.

“The Client” means Lepelle Northern Water.

“Service provider” means the one who will implement the works in this case.

“Contractor” means TBA.

“Services” means the services to be provided for the service provider.

“In writing” means any communication sent by mail or by facsimile transmission.

“Force majeure” means any circumstance or condition out with the reasonable control or influence of the service provider and includes any deferral in the requirement for the Services by the service provider.

1.2 The headings in this Agreement do not affect its construction.

2.0 VARIATIONS

2.1 No variation of any kind to this Agreement may be made without the agreement in writing of the Service provider.

3.0 PERFORMANCE

3.1 The Client agrees to supply to the service provider without charge all the matters and things necessary for the performance of the Services by the service provider, and where necessary, to provide facilities and approvals to the service provider.

3.2 The service provider shall subject to the Agreement carry out the Services in the Offer and any variation to the Services.

3.3 The LNW shall make the necessary arrangements for payment directly to the service provider.

3.4 Unless otherwise agreed in advance, approvals from the Client shall be deemed to have been given unless the service provider is notified to the contrary within ten working days of such approval having been requested.

3.5 The services rendered by the service provider shall be without prejudice to any party involved. LNW shall make the final decision on works done by the service provider.

4.0 INTELLECTUAL PROPERTY & CONFIDENTIALITY

4.1 The copyright and all other intellectual property rights in all work prepared or compiled by the service provider in the performance of this Agreement remains vested in the service provider but conditional upon payment of all fees and disbursements properly due to the service provider, the service provider hereby issues a free license to the Client to use such work as is supplied under this Agreement, for the purposes for which the work was prepared or compiled, always providing that such license shall be limited strictly to the works carried out under this Agreement.

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- 4.2 The Client agrees that any know-how, techniques, or processes carried out in the course of the Services are confidential information. The client shall not without the prior written consent of the service provider divulge to any party details of any confidential information disclosed by the service provider in the performance of the Services.

5.0 LIABILITY

- 5.1 The service provider undertakes to exercise reasonable skill care and diligence in performing the Services and shall be liable only for negligent failure in performing the Services.
- 5.2 In respect of any matter of force majeure the service provider and the client shall have no liability for his failure or delay in the performance of the Services or any part of them.
- 5.3 The Client agree that any damage that may occur to the permanent installations of LNW and its clients as a result of the service provider carrying out works under this agreement shall be to the account of the service provider.
- 5.4 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

6.0 SUSPENSION AND TERMINATION

- 6.1 The Client and service provider agree that without prejudice to any other rights and remedies which the service provider may possess if the Client shall fail to pay the service provider in full any amount properly due and payable under this Agreement by the final date for payment as defined in 7.2 the service provider may after giving the Client seven (7) days' notice in writing of the same suspend its performance and obligations under this Agreement until payment in full occurs.
- 6.2 Any period during which the service provider exercises its right to suspend its performance pursuant to 6.1 shall be disregarded in computing for the purposes of any contractual time limit the time taken by the service provider, or any of the service provider's sub-contractors, to complete any Services directly or indirectly affected by the exercise of such right.
- 6.3 The Client and the service provider agree that either may give to the other written notice of termination in the following circumstances: -
- i) if fourteen days after having received written notice of a breach of the Agreement, no attempt to rectify that breach has been made; or
- ii) the Agreement has been affected by force majeure for at least 60 days.

7.0 PAYMENT

- 7.1 Payment for all services rendered under this agreement shall be done in a single invoice, no interim payments shall be applicable, this invoice shall only be submitted upon approval of the report by the client, the invoice shall be due thirty (30) days from the date that the invoice has been issued to the Project manager.
- 7.2 The Client agrees to issue any notice to withhold payment no later than date of invoice plus 35 days.

8.0 DISPUTES

- 8.1 Any dispute which cannot be settled amicably shall, in the first instance, be referred to the respective Chief Executive of the Client and the service provider who shall attempt, in good faith, to resolve the matter.

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8.2 In the event of the dispute not being resolved under 8.1 above the matter shall be referred to adjudication in accordance with the Construction Industry Council Model Adjudication Procedure current at the time of referral.

8.3 In the event of either the Client agreeing with the Decision of an Adjudicator under 8.2 above, the dispute shall be referred to arbitration in accordance with The Institution of Civil Engineers` Arbitration Procedure.

9.0 APPLICABLE LAW

9.1 The Client and the service provider agree that the services, validity and performance of the Agreement shall be governed by and construed under South African Law, and for all matters arising under, out of, or in connection with the Agreement, they shall submit themselves to the exclusive jurisdiction of the South African Court.

Proposed deviation Schedule:

Signed : :.....

Name of Service Provider :.....

Authorized Signatory : :.....

Date : :.....

LEPELLE NORTHERN WATER
PHALABORWA PIPELINE CONDITION ASSESSMENT

ITEM	REFERENCE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		PHALABORWA WATER TREATMENT WORKS				
		RFQ For Phalaborwa WTW pipeline condition assessment which includes CCTV Inspection, NoniDestructive Evaluation for Thickness test/measurement, identification of defects along pipeline and Analysis of data which is to be interpreted in a report				
		Service provider will perform the pipeline condition assessment on a portable water line which is below ground and having the following parameters; a) Pipe is NB 550mm, 6mm wall thickness steel pipeline, 9,5 km. b) Bituminous lining. C) Pipeline is 50+ years old				
2.1		EQUIPMENT TO PERFORM CONDION ASSESSMENT				
		Service Provided to provided or hire out equipment to perform required condion assessment equipment for a duration of at least 15 days				
2.1.1		CCTV Inspection	Day	7		
2.1.2		Electromagnetic Locator	Day	7		
2.1.3		Correlator	Day	7		
2.1.4		Ground Microphone	Day	7		
2.1.5		Pipe wall thickness gauge	Day	7		
2.1.6		Data Interpretation Software	Day	7		
2.2		PIPELINE CONDITION ASSESSMENT				
		The following works are to be performed in order to determine the status and condition of the 550mm pipeline which is 9,5km long				
2.2.1		CCTV Inspection				
2.2.1.1		Run CCTV Inspection each 1km section of the pipeline	m	9500		
2.2.1.2		Compile CCTV findings and report	Sum	1		
2.2.2		Leak Detection				
2.2.2.1		Performing leak detection each 1km Section of the pipeline to identify possible leak points along the pipeline.	m	9500		
2.2.2.2		Compiling of leak detection report	Sum	1		
2.2.3		Metal loss Assessment/Wall Thickness Testing				
2.2.3.1		Pipeline excavation,Backfilling and compacting to perform Phase array	m	9500		
2.2.3.2		Coating removal and repair for phase array	m	9500		
2.2.3.3		Phase array Testing	m	9500		
2.2.3.4		Corrosion Mapping along pipeline	m	9500		
2.2.3.5		Compile report	Sum	1		
2.2.4		Allowance for cutting, repair and making good of pipe in areas where there is limited access to insert conditon assessment equipment where necessary.	Sum	1		
2.2.5		Quality Inspector and assurance for repair work done on pipeline	Sum	1		
2.2.6		Reconciliation of overall Detailed Pipeline Condition Assessment Report which is to be Presented to Lepelle Northern Water	Sum	1		
2.2.7		Safety Plan (OHS Compliance), Travelling mileage, Accommodation and subsistence.	Prov Sum	1	R 50 000,00	
		SUBTOTAL 1				
		Contigencies @ 5%				
		SUBTOTAL 2 : After Contigencies				
		VAT at 15%				
TOTAL incl VAT						