

MHLATHUZE WATER
CONTRACT NO MW/67/2/2022/2023
BID DOCUMENT:
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
NSEZI POLIT PLANT



MHLATHUZE WATER
CONTRACT NO. MW/67/2/2022/2023

BID DOCUMENT:
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
NSEZI PILOT PLANT

PROPOSAL SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Contact No. _____

Email: _____

CLOSING DATE: 25 May 2023 at 12h00

Enquiries: For technical enquiries Mr. Sithelo Ngubane on Tel: 035 902 1185 or e-mail tenders@mhlathuze.co.za and for other enquiries contact Mr. Sihle Mndaweni on Tel: 035 902 1037 or e-mail simndaweni@mhlathuze.co.za

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PART 1

BIDDING PROCEDURES

T1.1 Bid Notice and Invitation to Bid

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER			
BID NUMBER:	MW/67/2/2022/2023	CLOSING: 25 MAY 2023	CLOSING TIME: 12:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE NSEZI PILOT PLANT		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT			

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

MHLATHUZE WATER				
SECOND SECURITY GATE (TENDER BOX)				
CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL				
ALTON, RICHARDS BAY, 3900				
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

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AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	MHLATHUZE WATER	CONTACT PERSON	Sithelo Ngubane
CONTACT PERSON	Sihle Mndaweni	TELEPHONE NUMBER	035 902 1185
TELEPHONE NUMBER	035 902 1037	FACSIMILE NUMBER	
E-MAIL ADDRESS: simndaweni@mhlathuze.co.za	N/A		
E-MAIL ADDRESS	tenders@mhlathuze.co.za	sngubane@mhlathuze.co.za	

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p style="margin-left: 40px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</p> <p style="margin-left: 40px;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

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3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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BID NOTICE AND INVITATION TO TENDER

1. BID ADVERT

Responses to this bid advert [hereinafter referred to as a Bid or a Proposal] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an entity, Respondent, Tenderer or Bidder] for the provision of: **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE NSEZI PILOT PLANT**

The bid advert can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: www.etenders.gov.za (free of charge) from **Thursday, 11 May 2023** until **24 May 2023**.

Any additional information or clarification will be emailed to all Respondents, if necessary.

2. FORMAL BRIEFING

A compulsory tender briefing will be conducted at **Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900** on the **Tuesday, 16 May 2023 starting at 12h00** for a period of \pm 1 hours and proceed to compulsory site. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance in the form set out in returnable schedule T2.2.3 must be completed and submitted with your Proposal as proof of attendance of the compulsory RFP briefing meeting.
- b) Respondents failing to attend the compulsory bid advert briefing meeting will be disqualified.
- c) The briefing session will start punctually at **10h00** and information will not be repeated for the benefit of Respondents arriving late.
- d) Only two persons per company will be allowed access to the meeting and site.
- e) The relevant persons attending the meeting must ensure that their identity documents are on their person for inspection at the access control gates.
- f) Mhlathuze Water will not be held responsible if any Bidder who did not attend the compulsory session subsequently feels disadvantaged as a result thereof.

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3. BID ADVERT SUBMISSION

Only those tenderers who satisfy the following criteria are **eligible** to submit tenders:

1. In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
2. Attend Compulsory briefing
3. Submit copy of valid Professional Indemnity **and** Public Liability or letter of intent from a credible financial institution registered with Financial Sector Conduct Authority (FSCA) will be considered for both PI and PL to the minimum values of R10 000 000.00 **respectively**.

Proposals **in duplicate [1 original] plus a memory stick** must reach the Mhlathuze Water Supply Chain Department before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Description: **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE NSEZI PILOT PLANT**

Closing date and time: **25 May 2023 at 12h00**

Closing address *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR BID ADVERT

- a) Delivery by hand

If delivered by hand, the envelope is to be deposited in the Mhlathuze Water tender box which is located at the main entrance and should be addressed as follows:

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

The measurements of the "tender slot" are 440mm wide x 90mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 90mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 and 4 above.

- b) It should also be noted that the above tender box is located at the ground level inside the main office entrance and is accessible to the public from 7h30 till 16h00, Monday to Friday.

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- c) Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the following address

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

- d) Please note that this bid advert closes punctually at **12h00 on 25 May 2023**.
- e) If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- f) No email or facsimile responses will be considered, unless otherwise stated herein.
- g) The responses to this bid advert will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- h) Mhlathuze Water shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- i) Envelopes must not contain documents relating to any bid advert other than that shown on the envelope.

**5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC
OBLIGATIONS**

As explained in more detail in the B-BBEE Preference Points Claim Form in Schedule 9 and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Mhlathuze Water will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

Respondents are required to complete Schedule 9 [the B-BBEE Preference Point Claim Form] and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

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5.2 B-BBEE Joint Ventures, Consortiums and/or Sub Consultants

In addition to the above, Respondents who would wish to enter into a Joint Venture [**JV**] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their bid advert the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or sub consultant(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the Bid advert to enable Mhlathuze Water to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as tender **Returnable Schedule 9.**

5.3 JVs or Consortiums

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Mhlathuze Water through this bid advert process.

This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Mhlathuze Water.

a) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

b) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group

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structure and such scorecard must have been prepared for this bid advert in particular.

5.5 B-BBEE Registration

In addition to the Verification Certificate, Mhlathuze Water recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Mhlathuze Water with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Mhlathuze Water would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

6. COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Mhlathuze Water in respect of this bid advert between the closing date and the date of the award of the business.

- a) For specific queries relating to this bid advert, a bid advert Clarification Request Form should be submitted before **12h00 on the 25 May 2023**, substantially in the form set out in tender returnable schedule 17. In the interest of fairness and transparency Mhlathuze Water's response to such a query will then be made available to the other Respondents who have collected bid advert documents.
- b) After the closing date of the bid advert, a Respondent may only communicate with the Contract Specialist of the **Sihle Mndaweni**, emails tenders@mhlathuze.co.za or phone number **035 902 1037** on any matter relating to its bid advert.

Respondent found to be in collusion with one another will be automatically disqualified and restricted from doing business with Mhlathuze Water in the future.

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7. INSTRUCTIONS FOR COMPLETING THE BID ADVERT

- a) Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal. Memory stick of the full tender document must also be submitted with the required hard copies.
- b) Both sets of documents are to be submitted to the address specified in paragraph 4 above.

8. COMPLIANCE

The successful Respondent [hereinafter referred to as the *Constructor*] shall be in full and complete compliance with any and all applicable laws and regulations.

9. ADDITIONAL NOTES

- a) Changes by the Respondent to its submission will not be considered after the closing date.
- b) The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer tender **Returnable Schedule 2**]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- c) Mhlathuze Water will not do business with companies involved in B-BBEE fronting practices.
- d) Mhlathuze Water may wish to visit the Respondent's place of manufacture and/or workshop and/or office premises during this bid advert process.
- e) Mhlathuze Water reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Mhlathuze Water's option, any evaluation criteria listed in this bid advert document.
- f) Unless otherwise expressly stated, all Proposals furnished pursuant to this bid advert shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT
IN BID BEING REJECTED**

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10. DISCLAIMERS

Respondents are hereby advised that Mhlathuze Water is not committed to any course of action as a result of its issuance of this bid advert and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

- a) Modify the bid advert's Works and request Respondents to re-bid on any such changes;
- b) Reject any bid which does not conform to instructions and specifications which are detailed herein;
- c) Disqualify Proposals submitted after the stated submission deadline [closing date];
- d) Not necessarily accept the lowest priced Proposal;
- e) Reject all Proposals, in accordance with the PPPFA;
- f) Withdraw the BID on good cause shown;
- g) Award a contract in connection with this Proposal at any time after the bid advert's closing date;
- h) Make no award of a contract;
- i) Award of this bid advert will be subject to approval of funds by the delegated authority;
- j) Mhlathuze Water reserves the right to split the award of the business by awarding to two or more bidders.

In addition, Mhlathuze Water reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998.

Respondents are required to indicate in tender **Returnable Schedule 14** [*Supplier Integrity Pact - Breach of Law- Annexure A*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Mhlathuze Water reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that Mhlathuze Water will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Bid, whether or not the Respondent is awarded a contract.

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11. LEGAL REVIEW

A Bid submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Mhlathuze Water's Legal Counsel, prior to consideration for an award of business.

Mhlathuze Water urges its clients, *Consultants* and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 204 310

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PART T1

BIDDING PROCEDURES

T1.2 Bid Data

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BID DATA

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Professional Services Contract.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Addition or Variations Standard Conditions of Tender
F.1.1	The Employer is Mhlathuze Water
F.1.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
	Contract Period: 15 Months (Proceeding to project stages 3-6 of the project is subject to project viability and budget availability to be confirmed by Mhlathuze Water)
F.1.4	The Employer's Representative's details are as follows: Name : Sihle Mndaweni Address : Cnr Battery Bank and South Central Arterial Alton Richards Bay 3900 P.O. Box 1264 Richards Bay 3900 Tel. No. : +27 (0) 35 902 1037 Fax No. : +27 (0) 35 902 1111 E-Mail : tenders@mhlathuze.co.za

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F.2.1	<p>ELIGIBILITY</p> <p>The following information/certificates must be submitted with tender offers, tenderers must accept that failure to submit certificates stated in the Tender Data and failure to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further for functionality paying special attention to the following:</p> <ul style="list-style-type: none"> a) In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture. b) Attend Compulsory briefing c) Submit copy of valid Professional Indemnity and Public Liability or letter of intent from a credible financial institution registered with Financial Sector Conduct Authority (FSCA) will be considered for both PI and PL to the minimum values of R10 000 000.00 respectively. <p>Tax Compliance: No tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Mhlathuze Water will verify with SARS whether the tax affairs of bidders are in order before making an award.</p>
F.2.4	All work produced, including records, documents pertaining to this bid shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.7	<p>Site Meeting / Briefing Session</p> <p>A compulsory tender Briefing Session will be held at Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900 on the 16 May 2023 at 12h00.</p>
F.2.8	Accept that failure to request clarification on bid documents, in at least 7 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 7 working days prior to the closing date.
F.2.9	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.12	<p>Criteria for alternative bid offers</p> <p>No alternative bid offers will be accepted.</p>
F.2.13.3	Two copies of bid offers are required.

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F.2.13.4	<p>Add the following after the first sentence of Clause F.2.13.4:</p> <p>The bid shall be signed by a person duly authorised to do so.</p>
F.2.13.5	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows:</p> <p>Location of Tender Box : Mhlathuze Second Security Gate Entrance</p> <p>Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900</p> <p>Identification Details : MW/67/2/2022/2023</p> <p>BID DOCUMENT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE NSEZI PILOT PLANT</p>
F.2.13.6	<p>A two-envelope procedure will NOT be followed.</p> <p>Evaluation Process</p> <p>1. Eligibility – First Stage of Evaluation Accept that bids will go through the first stage of evaluation (eligibility – F2.1). Bidders who passed the first stage will be further evaluated for preference point system (second stage).</p> <p>2. Functionality/Capability/Quality – Second Stage of Evaluation Accept that failure to score the minimum points set out for functionality/capability/quality as stipulated in the Tender Data Clause F.3.11.9 of this Tender shall warrant disqualification from further evaluation process.</p> <p>3. Preference Point System – Second Stage of Evaluation All bidders that would have qualified in the second stage of evaluation will be further evaluated for Price and Historically disadvantaged individuals and according to the type of company/business, for this project 80/20 will be applicable.</p> <p><i>Mhlathuze Water reserves the right to conduct due diligence on bidder(s) during evaluation. Mhlathuze Water is not bound to appoint the lowest bidder.</i></p>
F.2.15.1	<p>The closing time for submission of bid offers is @ 12h00 on Thursday, 25 May 2023</p> <p>Telephonic, telegraphic, telex, or facsimile or e-mailed and late bid offers will not be accepted.</p>
F.2.16.1	<p>The bid offer validity period is 180 days from the bid closing date.</p>

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F.2.16.1	If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.
F.2.23	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined. 3. 50% or above of member firms must be a Professional Firm above EME or QSE
F.3.3 F.3.4	<p>Bids will be opened in public.</p> <p>Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate Entrance before 12h00 on Thursday, 25 May 2023</p> <p>Submission must be in an envelope that is clearly marked CONTRACT NO. MW/67/2/2022/2023</p> <p style="text-align: center;">BID DOCUMENT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE NSEZI PILOT PLANT</p> <p>and addressed to Mhlathuze Water–Supply Chain Management.</p>
F.3.5	A two-envelope procedure will not be followed.
F.3.7	<p><i>Add the following to the end of Clause F.3.7:</i></p> <p>Accept that failure to submit certificates stated in the Bid Data and failure to complete in full the bid document shall result in bid being regarded as non-responsive.</p>
F.3.11	The responsibility rests with the prospective bidders to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.3	Method 2: Financial offer and Preference
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 80$

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.3.11.9	<p>Maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes.</p> <p>Total maximum evaluation points for the items: 50</p> <p>The minimum number of evaluation points for functionality shall be 40, failing which the tender shall be regarded as being nonresponsive.</p> <p>Tenderers who will pass functionality, will then be evaluated on price per segment. Tenderers are encouraged to carefully read the Pricing Instructions on Section C2.</p> <p>The Functionality criteria and maximum score in respect of each of the criteria are as follows:</p>
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Functionality Sub criteria Maximum of Points Criteria	SUB CRITERIA	Maximum No
Company Experience in the industry	a) Experience of the company in design of Water or Wastewater Treatment Works either Pilot Plant / Package Plant/ Conventional Plant projects in the last 10 years. Only completed projects will be considered.	
	3 Projects and more	10
	• 2 Projects	6
	• 1 Projects	2
	• 0 Projects	0
	b) Construction Contract Value for each project completed of Water or Wastewater Treatment Works either Pilot Plant / Package Plant/ Conventional Plant in the last 10 years	
	• R10 million and above	10
	• From R7 million < 10 million	8
	• From R5 million < R7 million	6
	• From R2 million < R5 million	4
• Below R2 million	2	
It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed		

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	<p>Certificate of Completion of Works by all parties with corresponding appointment letter or Purchase Orders.</p> <p>Alternatively, completed T2.2.11 per project with clear project scope in order to claim points for projects listed in T2.2.4</p> <p>Or complete T2.2.4 and attached supporting positive reference letters confirming successful completion of the previous project, project value and period of performance. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed T2.2.11. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.</p>	
	MAXIMUM SCORE	20

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Key Personnel Qualifications and Experience	<p>a) The Project Leader - Have a BSc/BEng/BTech in Chemical Engineering and experience in designing of Water or Wastewater Treatment Works either Pilot Plant / Package Plant/ Conventional Plant and be registered as Professional Engineer (Pr. Eng.) / Professional Engineering Technologist (Pr. Tech. Eng.) with Engineering Council of South Africa (ECSA) and Active registration status.</p> <ul style="list-style-type: none"> • Greater than 10 years' post qualification experience 10 • From 7 < 10 years' post qualification experience 7 • From 5 < 7 years' post qualification experience 4 • Less than 5 years' post qualification experience 2 <p>b) Electrical Engineer – Must have a BSc/BEng/BTech in Electrical Engineering as a minimum qualification as well as relevant applicable experience:</p> <ul style="list-style-type: none"> • Greater than 10 years' post qualification experience 5 • From 7 < 10 years' post qualification experience 4 • From 5 < 7 years' post qualification experience 3 • Less than 5 years' post qualification experience 2 <p>c) Mechanical Engineer – Must have BSc/BEng/BTech in Mechanical Engineering as a minimum qualification as well as relevant applicable experience.</p> <ul style="list-style-type: none"> • Greater than 10 years' post qualification experience 5 • From 7 < 10 years' post qualification experience 4 • From 5 < 7 years' post qualification experience 3 • Less than 5 years' post qualification experience 2 <p>CVs with certified proof of qualification and certificates must be submitted to claim points. Certified copies must not be older than 3 months</p>	
	MAXIMUM SCORE	20
Company ISO 9001:2015 Certification or latest	<p>i. Proof of Certification: 10</p> <p>ii. Company Quality Management Plan: 5</p>	
	MAXIMUM SCORE	10
TOTAL POINTS		50

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TENDERING PROCEDURES

PART T1

BIDDING PROCEDURES

T1.3 Standard Conditions of Tender

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STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result. 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- (a) **conflict of interest** means any situation in which:
 - (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - (ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and CIDB Standard Conditions of Tender 30 January 2009.
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of CIDB evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

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F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

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F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least seven working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

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F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

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F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- (a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- (b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- (c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- (a) complies with the requirements of these Conditions of Tender,
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- (a) the gross misplacement of the decimal point in any unit rate;
- (b) omissions made in completing the pricing schedule or bills of quantities; or
- (c) arithmetic errors in:

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- (i) line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices;
- (ii) the summation of the prices.

F.3.9.2

The employer must correct the arithmetical errors in the following manner:

- (a) where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- (b) if bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10

Clarification of a tender offer

Obtain clarification from a tender on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11

Evaluation of tender offers

F.3.11.1

General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2

Method 1: Financial offer

In the case of a financial offer:

- (a) Rank tender offers from the most favorable to the least favorable comparative offer.
- (b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- (a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- (b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (d) Recommend the 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.
- (e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- (a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- (b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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- (c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- (d) 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.
- (e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

	Formula	Comparison aimed at achieving	Option 1³	Option 2³
1		Highest price or discount	$A = \left(1 + \frac{(P \cdot Pm)}{Pm} \right)$	$A = P \div Pm$
2		Lowest price or percentage commission/fee	$A = \left(1 \cdot \frac{(P \cdot Pm)}{Pm} \right)$	$A = Pm \div P$
3		<p>Pm is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>		

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F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: *SO* is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission;
and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- (a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- (b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- (c) has the legal capacity to enter into the contract,
- (d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- (e) complies with the legal requirements, if any, stated in the tender data, and
- (f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- (a) addenda issued during the tender period,
- (b) inclusion of some of the returnable documents, and
- (c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

- END OF SECTION -

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PART T2

RETURNABLE DOCUMENTS

List of Returnable Documents

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T2.1 LIST OF RETURNABLE DOCUMENTS

Bidders are required to submit the following with their bids:

No.	Description	Submitted YES / NO
T2.1.1	Proof of Company Registration	
T2.1.2	In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.	
T2.1.3	Proof of Registration with National Treasury Central Supplier Database (CSD)	
T2.1.4	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status) / Tax Clearance Certificate	
T2.1.5	Certified copies of Identity Documents of Shareholders / Members / Directors of the business (not applicable if a company is a 100 % subsidiary)	
T2.1.6	Certified and valid copy of BBBEE Certificate or a Sworn affidavit	
T2.1.7	Copy of valid Professional Indemnity and Public Liability or letter of intent from a credible financial institution registered with Financial Sector Conduct Authority (FSCA) will be considered for both PI and PL to the minimum values of R10 000 000 respectively .	
T2.1.8	ISO 9001 Certification or Quality Management Plan	
T2.1.9	Organogram of the Proposed Personnel to Undertake the Project	
T2.1.10	Curriculum Vitae (CV) of the proposed Key Personnel, including certified copies of Qualifications, Professional Registrations, etc.	
T2.1.11	Proposed Programme of Works	
T2.1.12	Proposed Methodology	
T2.1.13	Have COID's Letter of Good Standing	

Failure to provide T2.1.2, where applicable, T2.1.4 and T2.1.7 Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification. However other documents will not lead to disqualification but will score zero to technicality evaluation. For none scoring documents, the successful bidder will have the opportunity to submit when requested.

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T2.1.1: PROOF OF COMPANY REGISTRATION

[Insert here]

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**T2.1.2: A SIGNED COPY OF PARTNERSHIP AGREEMENT (IF THE BID IS
A PARTNERSHIP OR JV)**

[Insert here]

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**T2.1.3: PROOF OF REGISTRATION WITH NATIONAL TREASURY
CENTRAL SUPPLIER DATABASE (CSD)**

[Insert here]

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**T2.1.4: PROOF OF REGISTRATION WITH SARS, (VALID PIN FROM SARS
CONFIRMING COMPLIANCE STATUS)**

[Insert here]

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**T2.1.5: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF
SHAREHOLDERS / MEMBERS / DIRECTORS OF THE BUSINESS**

[Attach here]

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**T2.1.6: PROOF CERTIFIED AND VALID COPY OF BBBEE CERTIFICATE
OR A SWORN AFFIDAVIT**

[Attach here]

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**T2.1.7: PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY
OR LETTERS OF INTENT**

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T2.1.8: ISO 9001 CERTIFICATION OR QUALITY MANAGEMENT PLAN

The Bidder to provide a copy of ISO 9001 Certification OR a detailed Quality Management Plan for the duration of this contract.

[Attach here]

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T2.1.9: ORGANOGRAM OF THE STRUCTURE TO UNDERTAKE THE PROJECT

The bid offer shall include an organogram clearly showing the Project Leader and key personnel the Bidder proposes to assign to the Contract and how responsibilities for the various and components of the Works will be assigned.

- The name, roles and responsibilities of each person and the name of their employer must be clearly set out, and corresponding job descriptions must be provided.
- The CVs (to be attached on the next page) must specifically include the qualifications, professional accreditation, years of experience and roles and responsibilities in projects of a similar nature.
- In the case of a Joint Venture, the organogram must show how respective responsibilities are to be allocated.

[Attach here]

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T2.1.10: CURRICULUM VITAE (CV) OF THE PROPOSED KEY PERSONNEL WITH CERTIFIED QUALIFICATIONS, PROFESSIONAL REGISTRATION, etc.

The CVs must specifically include the qualifications, professional accreditation, and relevant years of experience and roles and responsibilities.

CV to definitively outline the following:

- **Qualifications**
- **Professional Registration/s**
- **Years of Experience, including:**
 - Description of Projects,
 - Roles / Positions,
 - Nature of Work Performed (relevant experience),
 - Value of the Project, and
 - Duration

[Attach here]

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T2.1.11: PROPOSED PROGRAMME OF WORKS

The Bidder shall provide a preliminary programme showing how the requirements of C1.2: Contract Data and Part C3: Scope of Work will be met; and outlining the key activities and milestones and Critical Path for the Works and the sequencing thereof.

In addition, a preliminary cash flow forecast, matching the proposed programme must be submitted. The project duration cannot be longer than the duration specified on the Contract Data.

[Attach here]

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T2.1.12: PROPOSED METHODOLOGY

The proposed methodology and approach should clearly demonstrate thorough understanding of the Employer's objectives, the required deliverables, timelines, resources as outlines in Part C3 including stakeholder engagement, environmental concerns, and health and safety aspects of the scope of work.

The Bidder shall attach the proposed methodology that reflects the sequence and tempo of execution of the various activities as well as the illustration of how project management principles and quality management are going to be applied for the duration of this contract.

[Attach here]

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T2.1.13 COID'S LETTER OF GOOD STANDING

[Attach here]

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T2.2 RETURNABLE SCHEDULES
(TOGETHER WITH LIST OF RETURNABLE DOCUMENTS)

No.	Description	Page No.
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T2.2.2	Authority of Signatory	58 – 59
T2.2.3	Compulsory clarification/site briefing certificate	60 – 60
T2.2.4	Schedule of Work Experience	61 – 61
T2.2.5	Tenderer Bank Details	62– 62
T2.2.6	Addenda/Notice(s) issued to Tenderers (IF ANY)	63 – 63
T2.2.7	Alterations/Amendments by Tenderer (IF ANY)	64 – 64
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T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: CSD number

Section 5: Particulars of sole proprietors and partners in a partnership

Name	Identity Number	Personal Income Tax Number*

* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those

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responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed on behalf of Bidder: _____ **Date:** _____

Name: _____ **Position:** _____

Enterprise Name: _____

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T2.2.2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

- 1 The full First Names and Surnames of their partners and/or directors:

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

- 2 The names and addresses of the local agents, firms, or representatives who are involved in any manner whatsoever in the Tender

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

- 3 In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership; assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*)

Mr/Ms (*Print Name*).....

has been duly authorized to sign all documents in connection with this tender / contract on

behalf of :

(*Print Company Name*)

.....
.....

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Signed on behalf of Company:

In his/her capacity as:

Date:

SIGNED ON BEHALF OF BIDDER:

SIGNATURE OF SIGNATORY:

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Compulsory Returnable

T2.2.3: CERTIFICATE OF ATTENDANCE AT SITE MEETING (where applicable)

This is to certify that (bidder) _____
of (address) _____
_____ was represented by the person
named below at the compulsory meeting held for all tenderers at (location) _____
_____ on (date) _____ starting at (time) _____

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the bid documents in order for me to take account of everything necessary when compiling our rates and prices included in the bid.

Particulars of person attending the meeting:

Name: _____ Signature: _____

Capacity: _____

NOTE! Attendance Certificate to be signed by at least two representatives of Mhlathuze Water and to be stamped with Mhlathuze Water Supply Chain Management stamp.

The above person meeting attendance is confirmed by the Employer's representative, namely:

1. Name: _____ Capacity: _____

Signature: _____ Date: _____

2. Name: _____ Capacity: _____

Signature: _____ Date: _____

SCM STAMP:

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T2.2.4: SCHEDULE OF WORK EXPERIENCE

Company (Client) Name and Contact Details	Experience of the Company in design of water or wastewater treatment package plant, conventional plant or Pilot Plant Projects in the past 10 years.	Contract Value	Contract Duration Start and End Dates

NB: Failure by the tenderer to complete this form in full shall lead to tender offer being regarded as non-responsive and the tenderer shall be disqualified.

The Tenderer must specify the number of sheets appended to this Schedule _____ (if none, enter NONE)

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T2.2.5: BIDDER BANK DETAILS

The Bidder shall append hereto his/her banking details accompanied by a BANK CANCELLED CHEQUE or a SIGNED LETTER FROM THE BANK ON THE BANK'S LETTERHEAD.

The letter should also reflect bank rating.

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T2.2.6: ADDENDA / NOTICE(S) ISSUED TO BIDDERS

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this bid offer and has been taken into consideration in this bid:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Site Clarification Meeting.)

Note that if there are addendum sent out to bidders, acknowledgement of all addendum and submission with bid document is compulsory, failure to do so will lead to disqualification

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

NB: Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

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T2.2.7: ALTERATIONS / AMENDMENTS BY BIDDER

The Bidder shall record and attach to this page any deviation or alteration he/she may wish to make to the bid document. The Bidder shall pay attention to Clause F.3.8 of the CIDB Standard Conditions of Tender with regards to how the deviations shall be dealt with by the Employer.

Page No.	Clause / Description

Specify the number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

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T2.2.8: PROPOSED SUBCONSULTANTS

I/We hereby notify you that it is my/our intention to employ the following sub consultant(s) for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed sub consultant(s) in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

I/We confirm that all sub consultant(s) who are proposed to be contracted to consult are registered with relevant professional body e.g. ECSA.

NAMES AND ADDRESSES OF PROPOSED SUBCONSULTANTS	COMPANY REGISTRATION No AND ECSA NUMBER	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONSULTANT

NOTE: It is a requirement of this contract that the names of proposed sub consultant(s) for the work listed above must be provided with the Tender.

SIGNATURE: _____

DATE: _____

(on behalf of the Tenderer)

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T2.2.9: 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

- 3.1 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

- 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**

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.

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2.2.1 If so, furnish particulars:

.....
.....

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

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.

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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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

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SCHEDULE 9: PREFERENCE POINTS CLAIM FORM
SBD 6.1

Essential Returnable

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)

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) 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.

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

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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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.1.1. POINTS AWARDED FOR PRICE

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

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80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.

(80/20 preference point system is applicable, corresponding points must also be indicated as

		80/20
--	--	--------------

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MW Specific Goals	MW Specific Narrative	R1m up to R50m incl VAT
Race (HDP)	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	4
Gender (HDP)	Female Equity Ownership (51%)	4
Disability (HDP)	In respect of a person, a permanent impairment of a physical, intellectual or sensory function.	3
Black Youth	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	5
Black People Living in Rural Areas	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2
Black Military Veterans	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2
Total number of preferential procurement points		20

A bidder will not be disqualified from the bidding process if the bidder does not submit evidence of the specific goals applied for, such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively.

The BBBEE Certificate will continue to be the primary means of verification where applicable. Other supplementary means of verification will be as follows:

MW Specific Goals	Means of Verification
Race HDP (Black Equity Ownership HDP)	CIPC Registration Certificate/ CSD Printout
Gender HDP (HDP Women Equity Ownership)	% of ownership (CIPC Registration Certificate/ CSD Printout)
Black Owned	B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1)
Disability (Disability Equity Ownership)	Medical Certificate
Black People Living in Rural Areas(Equity Ownership)	Utility bill, lease agreement, letter from a councillor or traditional authority
Military Veterans (Equity Ownership)	Letter of confirmation from Department of Military Veterans

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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.

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.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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T2.2.11: SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION

TENDERER to complete A, B & E before sending to referee:

A: DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE

Full tenderer's name as it will appear on the Form of Offer

B: CONTACT DETAILS OF ORGANISATION / PERSON WHO IS PROVIDING THE REFERENCE (REFEREE)

Full details of the organisation / person providing the reference

C: DETAILS OF THE TENDER WHICH IS CURRENTLY BEING PREPARED:

Contract Number: MW/67/02/2022/2023

Description: Appointment of a Professional Service Provider for the Nsezi Pilot Plant

Estimated Performance Period 15 Months

E: DETAILS OF THE CONTRACT WHICH WAS COMPLETED FOR THE ORGANISATION PROVIDING THE REFERENCE

Description : _____

Date Started : _____ Date completed : _____ / Value on completion : R _____ Incl. VAT _____

F: Ratings on aspects below on the performance of the tenderer (A above) on the contract / project (E above)

**UNACCEPT-
ABLE**

ACCEPTABLE

Tenderer completed the work successfully and timeously

SIGNATURE: _____

DATE: _____

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H :DETAILS OF SIGNATORY ABOVE

Full Names : _____

Capacity : _____

Landline : _____ **Cell phone :** _____

Email : _____

COMPANY STAMP: REFEREE

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PART C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

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FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO: MW/67/02/2022/2023

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
NSEZI PILOT PLANT

The tenderer, identified in the Offer signature block below, has examined the TOR document and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... (in words); R..... (in figures) and

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

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Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

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ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the, conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- | | |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Pricing Data |
| Part C3 | Scope of Work |
| Part C4 | Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts. <i>(delete if not applicable)</i> |

Deviations from and amendments to the TOR document and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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Signatures _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

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SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

.....

2. Subject:

Details:

.....

3. Subject:

Details:

.....

4. Subject:

Details:

.....

5. Subject:

Details:

.....

6. Subject:

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Details:

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the TOR document and addenda thereto as listed in the Returnable Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

For the Tenderer _____

_____ (Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

Name(s) _____

Date _____

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FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

_____ (Name and address of organisation)

Name & signature of witness

Signature _____

Name _____

Date _____

- END OF SECTION -

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PART C1

AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

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CONTRACT DATA

The Conditions of Contract are the *Standard Professional Services Contract, Third Edition (July 2009)* published by the Construction Industry Development Board. The Contract Data consist of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Service Provider. The following Contract Data applies to this Contract:

Part 1: Data provided by the Employer

Clause	
3.4 and 4.3.2	<p>The Employer is Mhlathuze Water</p> <p>The authorised and designated representative of the Employer is</p> <p>Name: Sihle Mndaweni</p> <p>Address for receipt of communication is:</p> <p>Telephone: 035 902 1079</p> <p>E-Mail: tenders@mhlathuze.co.za</p> <p>Address: Private Bay X1047 RICHARDS BAY 3900</p>
1	The Project is Appointment of a Professional Service Provider for the Nsezi Pilot Plant
1	<p>The Period of Performance is 15 Months</p> <p>NOTE: (Proceeding to stage 3-6 will be dependent in project viability and budget availability to be confirmed by Mhlathuze Water)</p>
1	The Start Date is
3.4.1	Communications by facsimile is not permitted.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.1	Clause 3.9.1d) to 3.9.1e) is not applicable in this Contract.
3.15.1	The initial programme shall be submitted with the TOR. A revised programme shall be submitted within 14 Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks (monthly basis).
3.16	The time-based fees shall not be adjusted for inflation.

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4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
4.4	<p>Replace Clause 4.4 with the following:</p> <ol style="list-style-type: none"> The Service Provider shall engage services of others as required for the execution of work which is necessary for the completion of the project as contained in the Scope of Work. Prime Cost sums included for other services as per the pricing data shall be: <ol style="list-style-type: none"> The Service Provider (SP) shall develop Request for Quotation (RFQ) and obtain three market related quotes, excluding the permitted mark-up % of the SP as per stipulated in the pricing data. RFQ received shall be evaluated jointly by the Employer and Service Provider. Service Provider shall submit all invoices and supporting information from sub-consultants appointed in connection with PC sums when payment is required. Notwithstanding the above, the Employer may engage services of others as required for the execution of work which is necessary for the completion of the project as contained in the scope of work. <p>Irrespective of which party engages the services of others, such sub-consultants shall be managed as per Clause 11.</p>
5.4.1	The Service Provider must provide a valid copy of Professional Indemnity and Public Liability to the minimum value of R10,000,000.00 respectively from a credible financial institution registered with Financial Sector Conduct Authority (FSCA).
	The Service Provider is required to provide the following insurances:
	<ol style="list-style-type: none"> Professional Indemnity Name of the Insurer:..... Cover Value:..... Public Liability Name of the Insurer:..... Cover Value:.....
5.4.3 (new)	If the Service Provider fails to take out and maintain in force the required insurances, the Employer shall be entitled to effect such insurance and recover such amounts from the Service Provider.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> Deviate from or change the Scope of Services; Changes in personnel who are proposed in the bid response. Only staff of similar qualifications and experience as proposed at tender stage will be acceptable.

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	3. Making statements to the media regarding the project
5.5(a)	Clause 5.5a) is not applicable in this Contract.
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 14 Days of date that the Contract becomes effective.
8.4.3(a)	Replace 45 days with 30 days.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed the duration of the project.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11	The subcontracting shall be done in consultation with the Employer.
11.1	A Service Provider may not subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by Mediation.
12.2.1	In the event the parties fail to agree on a mediator, the mediator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE).
12.2/12.3	Final settlement is by Arbitration.
12.4.1	In the event that the parties fail to agree on an Arbitrator, the Arbitrator will be nominated by the Association of Arbitrators (SA).
13.1.3	All persons in joint venture or consortium shall carry a minimum Professional Indemnity insurance of R5,000,000.00.
13.6	The provisions of 13.6 do not apply to the Contract.
15	The interest rates will be as per Clause 14.2.

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Part 2: Data provided by the Service Provider

**Claus
e**

1	The Service Provider is												
	Address: Telephone: Email:												
5.3	The authorised and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Facsimile: E-mail: Address:												
1	The Period of Performance is 15 months .												
5.5 & 7.1.2	The Key Persons and their jobs / functions in relation to the services are:												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name</th> <th>Role + Years of Relevant Experience</th> </tr> </thead> <tbody> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> </tbody> </table>	Name	Role + Years of Relevant Experience										
Name	Role + Years of Relevant Experience												

- END OF SECTION -

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PART C2

PRICING DATA

C2.1 Pricing Data - Pricing Instructions

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PRICING INSTRUCTIONS

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

Pricing Instruction at Tender Stage

1. The bid must be priced as set out in Board Notice 138 of 2015, Engineering Council of South Africa: Guidelines for Services and Processes for Estimating Fees for Persons Registered in Terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) hereinafter referred to as **[ECSA 2016]**.
2. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in Part C3 of this document and the relevant statutory body.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

WORD	MEANING
Unit	The unit of measurement for each item of work
Quantity	The number of units of work for each item
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units
Prime Cost Sum	Is a sum to cover the costs of items and/or services provided predetermined by the Employer to be rendered by an outside service provider (herein referred to as sub-consultant)
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work, and may where required be expressed as a percentage of the estimated construction contract value or part thereof.

4. The Professional Fees must be calculated based on Project Type "Water and Wastewater Treatment works" and Category "F", refer to Table 4-1 of ECSA 2016. For the purpose of calculating the Professional Fees, the PSP is required to calculate estimated Cost of Works and use that as a basis the estimated Cost of Works is **R 10 000 000.00**. It should be noted that the Professional Fees will be adjusted (upward or downward) on appointment of the Contractor. The Bidder shall price stage 5 and 6 described under Part C3 as one i.e. the combined amount shall be put on Stage 5 of the Pricing Schedule.
5. The rates, sums, professional fee and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and

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expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates or price shall be deemed to be inclusive of overtime costs in respect of services provided outside of normal working hours.

6. **Professional Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. Bidders are to attach a breakdown of the total proposed fees per deliverable to that page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated cost / duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in Part C3 of this document.
7. The total amount herein is for tendering purposes only and will be amended according to the application of the value fee scale vis-à-vis the actual cost of construction (if basis of remuneration has been set at "value based") or the actual number of hours for each level (if basis of remuneration has been set at "time based").
8. **Limitation to Hourly Rates and/or Professional Fees:** The hourly rates of experts that are used by the Bidder to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. Breakdown of hours will be required from the PSP. A standard practice for a person working full time on a project, weekly hours shall not exceed 40hrs and monthly hours shall not exceed 160hours for each person. Schedule of Rates for the project must be completed.
9. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.
10. Items for printing/copying of documents, reports, manuals and drawings, general correspondence, progress reports, etc. shall be deemed to be included in the service provider's rates.
11. Travel and Disbursements: the Bidder to provide a breakdown of reimbursable expenses for each stage on Annexure A. Operational Expenses such as printing, copying, binding, etc., shall be deemed to be included in the rates of completing each deliverable. Where the Service Provider is claiming traveling against the sum, the Service Provider will be required to do the following:
 - Owned vehicle use – submit a log sheet indicating starting point, destination, reason for travel, km travelled, engine capacity, applicable rate and total amount due.

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- Hired car – submit invoice(s), toll gate receipts and other invoices associated with the hired car.

13. Fixed Price Contract: This assignment will be based on a (fixed price) contract in ZAR Rands.

[illegible]

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PART C2

PRICING DATA

C2.2 Pricing Schedule

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PRICING SCHEDULE 1 OF 1

ECSA 2016 Clause No	Description	Unit	Amount
	Estimated Construction Value (excl. VAT)		R 10 000 000.00
3.2	NORMAL SERVICES		
3.2.1	Stage 1 – Inception [5% of Total Professional Fees (B)]	Sum	
3.2.2	Stage 2 – Concept and Viability (termed Preliminary Design) [25% of Total Professional Fees (B)]	Sum	
	Proceeding to stage 3 to 6 is subject to project viability and budget availability to be confirmed by Mhlathuze Water		
3.2.3	Stage 3 – Design Development (also termed Detail Design) [25% of Total Professional Fees (B)]	Sum	
3.2.4	Stage 4 – Documentation and Procurement [10% of Total Professional Fees (B)]	Sum	
3.2.5	Stage 5 – Contract Administration and Inspection [25% of Total Professional Fees (B)]	Sum	
3.2.6	Stage 6 – Close Out [5% of Total Professional Fees (B)]	Sum	
3.3 / 4.4	ADDITIONAL SERVICES		
3.3.2	Level 2: Part-time Construction Monitoring	Sum	
4.6	EXPENSES AND COSTS		
4.6(1)(a)	Disbursements	Prov Sum	R50 000.00
4.6 (2)	Additional Services		
4.6(2)(b)	Geotechnical Investigations	PC Sum	50,000.00
4.6(2)(c)	Topographical Survey	PC Sum	50,000.00
4.6(2) (d)	Institutional and Social Development (ISD)	PC Sum	300,000.00
	Mark-up for 4.6(2) (.....%)	Sum	
		Sub-Total	
		VAT @15%	
		TOTAL CARRIED TO FORM OF OFFER	

NOTES:

- The Bidder may add other services that are deemed necessary for the successful completion of the project.
- Bidders are required to complete the Pricing Schedule in full and no other forms of the Pricing Schedule will be accepted.

SIGNATURE: _____
 (On behalf of the Bidder)

DATE: _____

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PART C3

SCOPE OF WORK

C3.1 Description of Works

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C.3.1 DESCRIPTION OF WORKS

C3.1.1 MHLATHUZE WATER OVERVIEW

The Mhlathuze Water (MW) catchment covers some 37 000 km² (Figure 1) and within which it has developed and operates Inter-basin Transfers, major Water Treatment Plants, two Offshore Effluent Disposal Pipelines and operates several other water and sewerage plants on an agency basis for Water Services Authorities, namely Zululand District Municipality, uMkhanyakude District Municipality and King Cetshwayo District Municipality.



FIGURE 1 MHLATHUZE WATER SERVICE AREA

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C3.1.2 BACKGROUND AND OBJECTIVE OF THE PROJECT

The Nsezi Water Treatment Plant (WTP) has a capacity of 205Mℓ/d and currently being augmented to 260Mℓ/d. MW identified the need for a Pilot Plant at Nsezi WTP. The Pilot Plant will be used for process optimisation, to conduct plant trials with new or different treatment chemicals to determine the best suitable chemicals as well as to evaluate new technologies.

The Pilot Plant will offer MW the benefit to conduct assessments without compromising performance of the main Nsezi Water Treatment Plant (WTP). The results obtained from the Pilot Plant will be applicable to the main WTP as the Pilot Plant will be an exact replica.

Although this project would not increase production capacity, however, it would enable the organisation to investigate suitable water treatment chemicals in response to the ever-changing raw water quality and the required unit process configuration. In addition to this evaluate new technologies in the market as well as to develop and grow the institutional knowledge. It would also contribute towards sustainable long term operation of Nsezi WTP and increase operational competence through training that would be offered to MW's Operations and Maintenance personnel.

It should be noted that MW has established a Research, Development and Innovation (RDI) unit under Scientific Services. It is envisaged that this new unit would use the Pilot Plant in its future work during evaluation of new technologies.

The Pilot Plant would also use some of the common services such as process water for chemical makeup, high pressure water for cleaning, pressurised instrument air for all pneumatic valves, water treatment residue disposal system and scour pipes as well as supply of raw water, electricity, etc. The operation of the Pilot Plant will be fully automated with online process monitoring, Programmable Logic Controller (PLC) as well as Supervisory Control and Data Acquisition (SCADA).

The overall project scope of the project entails the following, however, the scope for this contract will be to provide the professional services which includes the construction monitoring a Contractor that will be appointed at a later stage:

- Investigate;
- Design;
- Manufacture;
- Supply;
- Delivery;
- Installation and Construction;
- Testing;
- Commissioning;
- Training the Employer's staff in Operation and Maintenance
- Trial Operation; and
- Upholding during the Defects Liability Period.

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PART C3

SCOPE OF WORK

C3.2 Technical Data

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C.3.2 TECHNICAL DATA

C3.2.1 PROPOSED LOCATION

The location of the Pilot Plant will be confirmed on site; however, **FIGURE 2** illustrates the possible location of the Pilot Plant subject to geotechnical and environmental considerations.



Source: Google Earth

FIGURE 2 PROPOSED LOCATION

C3.2.2 SCOPE OF WORKS

The Pilot Plant should have a capacity of 15m³/h with a design safety factor of 20% and would be exact mimic of the existing Nsezi WTP. Below is the scope work for the project:

A. Raw Water Supply

The Pilot Plant would be supplied with raw water from both the Mhlathuze River (Weir) and Lake Nsezi. Therefore provision should be made for a raw water take-off on the two respective rising mains prior to the dosage on pre-chlorination. This is to ensure that any other treatment chemical can be added at the Pilot Plant without affecting the operation of the main WTP, for example when powder activated carbon is to be dosed, pre-chlorination would need to be stopped. Therefore, this will allows both of the main WTP and Pilot Plant to operate independently of each other.

In addition, flow meters should be installed on the two raw water supply lines. The raw water supply lines to the Pilot Plant should be able to withstand two raising mains from the Weir and Lake Nsezi. Raw water should be monitored for pH, conductivity, turbidity.

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Provision should be made for future sampling point where additional online monitoring can be installed such (total organic carbon, colour, etc.).

B. Primary Coagulation

The following items are recommended for the coagulation process:

- a) The main WTP uses the hydraulic jump for flash mixing. Consideration should be made to implement a similar flash mixing chamber. Thus the design should review the minimum flow at which the hydraulic jump can be operated at optimally. Comparison may be done with an option of a mechanical mixer.
- b) Consideration should be made on the sequencing of the all chemicals to be dosed this would include pre-chlorine (sodium hypochlorite), powder activated carbon, potassium permanganate, inorganic coagulant(s) and polymeric coagulant(s).
- c) All liquid chemicals to be used should have a bulk storage tank with a capacity of 2500ℓ and should be equipped with ultrasonic level sensors. Also a graduated sight glass should be provided. Provision should be made to able to transfer liquid chemicals from the plant and to the Pilot Plant.
- d) A 250ℓ make up tanks should be provided for all the liquid chemicals and these should be equipped with a graduated dropdown cylinder for chemical dosage verification as well as level sensors.
- e) Sodium hypochlorite will be used for prechlorination, intermediate chlorination and post chlorination. The use of sodium hypochlorite is to minimize the risk associated with the use of chlorine gas.
- f) All the dosing pumps should have a duty and standby as well as pulsation dampeners. In addition to this all dosing pumps should be compatible with the automation of the Pilot Plant. The dosing pumps should have feedback on flow, volume of chemical used.
- g) Provisions for a streaming current detector should be made, this would be used to auto-control the primary coagulants dosages.
- h) Provision for safety shower, eyewash and high pressure water for cleaning the chemical storage area should be made.
- i) Provision should be made for the area where the chemical would be stored and around dosing pumps to be coated with a material that will prevent corrosion of the floor and the walls as well to minimise slippery condition(s).
- j) All tanks should have a drainage or scour valve.
- k) Material of construction of the chemical tanks and the associated pipework should be compatible with the respective chemicals as indicated on the individual material safety data sheet.
- l) Provision should be made to control the primary coagulants dosing through streaming current detector or through the PLC.

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C. Clarification

The Pilot Plant should have at least a minimum of two clariflocculators which should be similar to that of the Nsezi WTP. The following should be include on the clariflocculators:

- a) The design flow rate should be the same as that of the main WTP and from this other dimensions can be determined.
- b) The flocculators should be on a variable drive speed (VSD).
- c) The sludge bridge should have a torque limit switch and the process value should be displayed on SCADA.
- d) The desludging valves should be automated, the desludging frequency and span should be displayed on SCADA with access to change this within predetermined range.
- e) The coagulated water from the coagulation process to the clariflocculator should be supplied by gravity.
- f) The interconnecting pipelines between coagulation and clariflocculation should be flanged such that there is a flexibility to add or by pass a process unit should there be a need for this in future.
- g) Provision should be made for a place where a solid or sludge level analyser(s) can be mounted. *These meters would be procured by the end-user department separate from this project*
- h) Clarified water should be monitored for turbidity, pH and residual chlorine.
- i) Provision should be made able to direct the clarified water directly to the filters or to be to run this in parallel with the portion of the stream going through secondary coagulation, reflocculation and dissolved air floatation. Provision should be made to have flow meter on the stream supplying the clarified water to the secondary coagulation process.
- j) Provision for the sludge disposal line should be made, sludge should be gravitated or pumped to the main plant holding tank from where it is pumped to the buoyant effluent collecting chamber

D. Secondary Coagulation and Flocculation

Flash mixing for the secondary coagulation would be achieved through a mechanical mixer(s). The configuration of the mixing chamber should be similar to that of the main plant which would be constructed during the Nsezi WTP augmentation project. The following is recommended for the secondary coagulation and flocculation.

- a) The option to use one or two common flocculation channel(s) should be reviewed as there would be no operational benefit to the Pilot Plant to have a specific or individual flocculation tank dedicated to the dissolved air flotation tank. The flocculated water should be combined then equally shared to all available flotation tanks.
- b) Provision for a streaming current detector should be made to auto-control the secondary coagulant dosage.

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- c) The speed of both the coagulation and flocculation mixers should be on vsd and these should be adjustable on SCADA within a predetermined range.
- d) Similarly for secondary coagulation the dosing pumps should have duty and standby. Also the pumps should be compatible with the intended automation.
- e) The dosing tank (250ℓ) should have a graduated dropdown cylinder which would be used to verify the actual pump dosage and a level sensor.
- f) Provisions should be made for controlling the secondary coagulant dosing through the streaming current detector or the PLC.
- g) Provision for 2500ℓ storage tank should be made as well as transfer of the secondary chemical from the main plant to the Pilot Plant. This storage tank should have level sensors, sight glass and scour valve.

E. Dissolved Air Floatation (DAF)

The Pilot Plant should have at least a minimum of two floatation tanks. The hydraulic loading should be the same as the main WTP. The following is recommend for the dissolved air floatation:

- a) All the zones (contact, reaction and flotation) should be proportional to that of the main WTP.
- b) The nozzle density per square meter at the contact zone should be the same as the main WTP.
- c) Provision should be made for the Pilot Plant DAF system to have its own saturation system. Therefore, pressurised plant air would be drawn from the main WTP and be supplied to a dedicated air receiver from which it would be supplied to the Pilot Plant saturator(s).
- d) The saturation system should be fully automate, thus depending on the water level in the saturator(s) the PLC should be able to make the necessary adjustments on the air or water supply to the saturator(s).
- e) A flow meter should be installed on the recycle water stream. This would be used to optimise the process and to ensure that the recycle rate is within the recommended range.
- f) The operating pressure for the saturation system should be 350 - 650 kPa and the saturator vessel(s) should be designed to able to withstand the maximum working pressure. The saturator(s) should be equipped with magnetic level indicator, three double acting level sensors, local pressure gauges, pressure relief valve and pressure switch.
- g) The sludge scrapper mechanism and the flush water system should be automated. The sludge from the DAF should be combined with the sludge from the clariflocculators.
- h) The clarified water from the DAF should be analysed for turbidity and pH, this should be displayed and trended on SCADA.

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F. Filtration

The Pilot Plant should have an even number of filters. The design should take into account the required filtration rate with two filters offline (one for maintenance purposes and second one for backwashing). The following is recommended for filters:

- a) The design filtration rate should be 5 m/h.
- b) The backwash rate with air and water should be 7 m/h and during the rinsing stage it should be 15 - 25 m/h.
- c) The air scour rate should be 40 - 60 m/h
- d) The filter media depth should be 1.0 m
- e) The filter media effective size should be 0.7mm. Please note that mined silica quartz filter media should be supplied at commissioning stage. The end user may change the type filter media used in future depending on the requirement of the assessment conducted at that stage.
- f) The Nozzle density should be 42 nozzles/m².
- g) Spent backwash water should be collected and recycled back to the head of works. An option to discard this stream to the sludge holding tank should be provided.
- h) All filters should be monitored for head loss and filtered water turbidity. This should be displayed and trended on SCADA together with the actual filter run hours.
- i) Each filter should have the filtered water valve, backwash inlet valve, backwash outlet valve, air bleed valve, backwash outlet valve and filter inlet valve.
- j) The backwash water should be collected into a tank from which backwash pumps will draw water from.

G. Filtration Post Disinfection and pH Adjustment

- a) Provision should be for post disinfection and pH adjustment. As mentioned earlier sodium hypochlorite would be used for disinfection, this would be dosed upstream of the contact tank.
- b) The chlorine contact tank should have a hydraulic retention time of at least 25 min. Final water from the contact tank should be analysed for pH, residual chlorine and turbidity.
- c) The final water should be sent to the main plant backwash recovery tank, provision should be made for this stream to be sent to a an advance water treatment Pilot Plant (for future use)
- d) pH adjustment would be done through dosing sodium hydroxide. Provision should be made to be able to dose sodium hydroxide at primary coagulation or before the chlorine contact tank. Two dosing pumps should be provided with one duty and second one on standby.
- e) Similarly storage tanks for both sodium hypochlorite and sodium hydroxide should have level sensors, graduated sight glass, scour valves, inspection/ access manhole at the top.

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H. General

- a) The Pilot Plant should be designed such that water would flow by gravity from the primary coagulation chamber through each process units till to the chlorine contact tank.
- b) All tanks and open channels should have a minimum free board height of 300mm.
- c) Consideration of the weather conditions at Richards Bay should be made. Therefore, material of construction should be able to withstand the atmospheric conditions. Furthermore, all equipment that will be in contact with water should be able to withstand a residual chlorine of 3.0 mg/l.
- d) The interconnecting pipelines from one process unit to the other should be easy to disconnect and/or redirect to bypass any process unit should there be a need depending on the evaluation conducted.
- e) Staircase should be provided as opposed to cat ladders.
- f) Provision for a lockable shelter where potable working equipment would be kept should be provided. The shelter should have space for the SCADA, 2No of working stations, space to conduct operational monitoring tests, storage space for equipment, space to keep the onsite laboratory equipment and glassware.
- g) Provision for a shelter or covered area where the motor control centre (MCC) and other associated electrical equipment would be housed.
- h) Provision for water sampling points should be made after each process unit.
- i) Provision should be made for design review, HAZOP (Hazard and Operability Analysis), risk assessment, inspections during fabrication, Factory Acceptance Testing (FAT) and commissioning.
- j) The O&M document should be provided at completion of the construction. The operation component should include description of each process unit, design specification, start-up procedure, shutdown procedure and troubleshooting.
- k) The tag and equipment numbering used should be the same on both the P&ID drawings and the functional design specification and be included in the O&M Manual.

The general layout and the location of the Pilot Plant should consider the following:

- a) As the Pilot Plant should share common services with the main WTP, its location should preferably be as close as practically possible to these services. These include electricity, process water, plant air, instrument air, treatment chemicals, high pressure water, sludge disposal. In addition to this the location selected should preferable have less or no existing services that may need to be rerouted.
- b) Ergonomics during normal operation and maintenance.
- c) Accessibility during operation or maintenance.
- d) Safety, provision for safety shower(s), eyewash station(s), safety signs, tap for drinking water, etc.
- e) Lighting around the Pilot Plant

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I. Assumptions

The following general assumptions are made, these need to be tested and qualified:

- a) Raw water quality data available is accurate and sufficient to reach any process decision.
- b) Metrological data for Richards Bay area is available. This is important as the Pilot Plant material of construction should be able to withstand the climate conditions at Richards Bay.
- c) There is land available within Nsezi WTP perimeter where the Pilot Plant can be located. During the design process a suitable location needs to be identified.
- d) The topographical survey and the geotechnical investigation done for the Nsezi WTP augmentation project maybe applicable depending on the location of the Pilot Plant. The provision made on the Pricing Schedule will be for new or additional works that may be required.

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C3.2.3 DELIVERABLES

The Service Provider shall render the following Services as defined in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000):

REF 3.2 NORMAL SERVICES STAGES

Stage 1: Inception Report – Assessment, Studies and Comprehensive Investigations

The Initiation Report defines project objectives, needs, acceptance criteria, organisation's priorities and aspirations, assumptions, constraints, strategies as well as establishment of Employer requirements and preferences, refine user needs and options, appointment of necessary consultants and which sets out the basis for the development of the Concept Report. The report also outlines the approach and methodology to be used, project schedule with expected deliverables, cashflows projections, and key project team as well as stakeholder engagement and communication coordination approach.

The Service Provider is required to inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.

The Inception Report is the first deliverable to be completed by the Service Provider. The Report must be submitted not later than four (4) weeks after the project commences. The Service Provider is encouraged to use this opportunity to present innovative approaches or other special features of the PSPs response to the ToR. The Report serves three roles,

- the first role is to document the key need and motivation of the proposed need or project;
- the second role is to refine and confirm the scope of work for the project detailing all aspects of the work to be undertaken; and
- third role is to define the project execution plan

The inception stage will generally involve refinement of the scope of work to allow for a common understanding of the project requirements. Typical deliverables are listed below:

- Comprehensive study of the project area for concept development.
- Assessments of the existing infrastructure with a view to integrate new works with the existing as well as developing operations and maintenance options/strategies.
- Locating existing services and develop a method statement on how to deal with these services (water and sewer, electricity, roads and storm water drainage). Required wayleave application approvals must be obtained.
- Inspect the site and determine regulatory and statutory requirements, including environmental screening and the need for surveys, geotechnical investigations, tests or other investigations, as well as approvals, where such information is required for Stage 2.
- Consultation with the Employer as well as other relevant stakeholders.

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- Develop a programme of works from Inception Stage to Close Out / revise the programme submitted at tender stage.
- Inception Report with the proposed programme as well as presentation of the report.

Gate 1: All the deliverables for this stage must be submitted to and approved by the Employer before proceeding to Stage 2.

Stage 2: Concept and Viability (also known as Preliminary Design)

The Concept Stage represents an opportunity for the development of different design concepts to satisfy the project requirements, as developed during Stage 1. It also presents, through the testing of alternative approaches, an opportunity to select a particular conceptual approach. The ultimate objective of this stage is to determine whether the project is viable to proceed, with respect to available budget, technical solutions, time-frame and other information that may be required. The Concept Report should as a minimum, provide the following information:

- a) Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.
- b) Establish the detailed brief, scope, scale, form and cost plan for the project, including, where necessary, the obtaining of site studies and construction and specialist advice. Undertake required surveys, geotechnical investigations, tests and other investigations and related reports required to inform the design.
- c) Provide an indicative schedule for documentation and construction or maintenance services, associated with the project.
- d) Include a site development plan, or other suitable schematic layouts of the works.
- e) Describe the statutory permissions, funding approvals and utility approvals required to proceed with the works associated with the project.
- f) Include regulatory due diligence, an environmental screening and baseline risk assessment for the project, and a health and safety plan, which is a requirement of the Construction Regulations, issued in terms of the Occupational Health and Safety Act. It should be noted that MW has an environmental authorization for work undertaken with Nsezi WTW boundaries, however, the service provider shall liaise with MW Specialist to confirm works covered by the EA.
- g) Contain a risk report linked to the need for further surveys, tests, other investigations and consents and approvals, if any, during subsequent stages and identified health, safety and environmental risk.
- h) Contain an Operations and Maintenance (O&M) Plan which establishes the organisational structure required for the operation and maintenance of the works resulting from the project over its service life and staff training requirements.
- i) Viability evaluation covering a financial analysis and an economic analysis.
- j) Develop project implementation schedule including procurement strategies and plan.

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Typical deliverables will include:

- Concept design
- Undertake required surveys, tests and other investigations and related reports
- Preliminary design
- Estimated Project Cost
- Concept and Viability Report

Gate 2: All the deliverables for this stage must be submitted to and approved by the Employer before proceeding to Stage 3.

The focus of such a review shall be, in the first instance, on the quality of the documentation, and thereafter on:

- a) Deliverability: the extent to which a project is deemed likely to deliver;
- b) The expected benefits within the declared cost, time and performance envelope;
- c) Affordability: the extent to which the level of expenditure and financial risk involved in a project can be taken up, given the organization's overall financial position, both singly and in the light of its other current and projected commitments; and
- d) Value for money: The optimum combination of whole life costs and quality (or fitness of purpose) to meet the user's requirements.

NOTE: At completion of stage 2 MW will apply for funding to implement stage 3 to 6 of the project.

Stage 3: Design Development (also known as detailed design)

The objective of the Design Development stage is to develop, in detail, the approved concept to finalise the design and definition criteria, to set out the integrated developed design, the cost plan, financial viability and the schedule for the project and ultimately to obtain approval of the Design Development Report.

The Service Provider shall describe how infrastructure or elements or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned as well as the confirmation that the project scope can be completed within the budget or propose a revision to the budget.

The Issue and Risk Register developed in the stages above shall be updated and maintained throughout the project lifecycle. Perform a Hazard and Operability (HAZOP) Analysis (Study) as a final process check; inclusive of a risk assessments for personnel and equipment and operability problems.

Typical deliverables are listed below:

- Design development drawings
- Outline specifications
- Detailed estimates of construction costs
- Detailed Design Report

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Gate 3: All the deliverables for this stage must be submitted to and approved by the Employer before proceeding to Stage 4.

Stage 4: Documentation and Procurement

The objective of Stage 4 is to provide the detailing, performance definition, specification, sizing and positioning of all systems and components that would enable construction, except, in certain instances, the Manufacture, Fabrication and Construction information for specific components of the work that the contractor might only need to provide once construction has begun.

The Service Provider shall prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. The table below indicates the roles and responsibilities between MW and the PSP.

Table 1: Stage 4 Role and Responsibilities

SERVICE PROVIDER	EMPLOYER
<ul style="list-style-type: none">• Prepare tender document with tender drawings and site information to appoint a Contractor• Present the tender document to MW Project Team	<ul style="list-style-type: none">• Present the tender document to BID committees• Advertise the tender
<ul style="list-style-type: none">• Attend compulsory tender briefing• Attend to tender queries	<ul style="list-style-type: none">• Attend compulsory tender briefing
<ul style="list-style-type: none">• Prepare briefing minutes and addenda	<ul style="list-style-type: none">• Issue the minutes with attendance and addenda to Bidders
<ul style="list-style-type: none">• Attend to queries during tender evaluation	<ul style="list-style-type: none">• Tender Evaluation and recommend to BAC• Appoint a Contractor

Typical deliverables will include:

- Estimated construction cost
- Tender documentation in CIDB format
- BEC Tender evaluation report
- BAC Tender recommendations
- Appointment Letter
- Signed Contract Document

Gate 4: All the deliverables for this stage must be submitted to and approved by the Employer before proceeding to Stage 5.

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Stage 5: Contract Administration and Inspection

The Service Provider shall manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

Typical deliverables required for completion of the Works Stage, are:

- Completed Works are certified in accordance with the provisions of the contract;
- Certificate of Practical Completion
- Capitalization of Assets at Practical Completion as well as compilation of GRAP compliant asset register.
- Compliance Certificates;

Gate 5: All the deliverables for this stage must be submitted to and approved by the Employer before proceeding to Stage 6.

Stage 6: Hand-Over

The Handover Stage commences with the issuing of the contract-specific Completion Certificate and it's accompanied by a list of defects and is concluded once the works included on the list has been completed and the works have been handed-over. The following activities and deliverables should be included in the handover stage:

6.1. Record Information

Preparation of the Record Information and issuing this to the Employer, owner and end-user, including those responsible for operation and maintenance. This Record Information shall:

- a) Accurately document the condition of the completed works associated with a project. This shall include pre-commissioning and commissioning documents.
- b) Accurately document the works as constructed or completed, including all relevant As-Built or Record Drawings. As-Built drawings to be in DWG or DXF, pdf as well as shape files compatible with ESRI ArcGIS.
- c) Contain final O&M Plans / Maintenance Plan and O&M Manuals (where applicable), including:
 - i. Information on the care and servicing requirements for the works, or a portion thereof.
 - ii. Information or instructions on the use of plant and equipment.
- d) Confirm the performance requirements of the Design Development Report and production information.
- e) Contain certificates confirming compliance with legislation, statutory permissions, etc.
- f) Contain guarantees that extend beyond the defects liability period provided for in the project.

Gate 6: All the deliverables for this stage must be submitted to and approved by the Employer.

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Stage 7: Close-Out

The Close-Out Stage commences when the Employer accepts liability for the works. It is complete when:

- Record information is archived;
- Defects certificates and certificates of final approval certificate are issued in terms of the contract;
- Close-Out Report is prepared including all relevant As-Built or Record Drawings and other supporting documentation. As-Built drawings to be in DWG or DXF, pdf as well as shape files compatible with ESRI ArcGIS and approved by the Employer.
- Two hard copies of the approved Close-Out report and two full set of As-Built drawings hard copies shall be submitted to the Employer.
- Final amount due to the contractor is certified, in terms of the contract;

Gate 7: All the deliverables for this stage must be submitted to and approved by the Employer.

REF 3.3 ADDITIONAL SERVICES PERTAINING TO ALL STAGES OF THE PROJECT

Construction Inspection/Monitoring

The construction monitoring services will be provided in accordance with the ECSA Guideline Scope of Services. Provision of part-time staff seconded to the contract for construction monitoring for the duration of the works and paid for by the Employer.

Specialist Services

All additional services will be appointed by the Service Provider in consultation with Mhlathuze Water. Clause 4.4 of the Contract Data shall apply when procuring the Services of Others.

- a) Geotechnical Investigations, including soil testing, drilling, etc. to ascertain engineering characteristics of the in-situ material for design purposes by a professionally registered person(s). This includes the sampling and laboratory testing.
- b) Topographical Survey of the study area for design purposes by a professionally registered person(s).
- c) Environmental Services during design and construction stages – environmental screening, ensure compliance with the requirements of the National Environmental Management Act, 1998 (Act No. 107 of 1998) in terms of required applications and approvals such as Basic Assessment or full Environmental Impact Assessment (EIA), Record of Decision (RoD), etc.
- d) Institutional and Social Development (ISD) – the ISD to be involved in the project as early as possible

The Service Provider to liaise with MW Environmental Specialist and Health and Safety Specialist with regards to Environmental aspects as well as Health and Safety aspects.

The Service Provider to liaise with MW Environmental Specialist and Health and Safety Specialist with regards to Environmental aspects as well as Health and Safety aspects.

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C3.2.4 PROJECT ADMINISTRATION

a) Project Coordination

It is anticipated that two (2) meetings will be held a month i.e. one virtual and one face-to-face as well as ad-hoc meetings. It is foreseen that most meetings will take place in Richards Bay and some virtual. The Bidder must develop a meeting schedule and set up these meetings.

The appointed PSP must set up structures/committees especially for coordination that will address specific issues.

b) Project Technical Committee (PTC)

The Project Technical Committee shall be formed soon after commencement of the project for the overall project lifecycle. The formation of this committee shall be discussed at Inception stage; members of this committee shall be subject matter experts. They will be responsible for guiding the project through review of technical content of reports. Ensuring that all reports are produced in the format required and that they contain all information required to take the project to the implementation stage to close-out.

The Project Leader, employed by the Professional Service Provider, shall be responsible for the day-to-day execution of the project including reporting of progress, organising meetings and taking of minutes, and other technical and administrative tasks.

The Employer retains the authority to convene ad-hoc meetings as the need may arise, for which the PSP will still be responsible for taking of minutes. The frequency of meetings is anticipated to be on every submission of progress report, sub-reports, and main reports but not less than once a month.

The PTC shall be responsible for:

- Assessing the scope of work and objectives of the project
- Controlling the project budget
- Monitoring project progress
- Evaluating all reports, including the format and scope of reports as agreed at inception stage
- Keeping good records of decisions and the decision-making process followed
- Giving recommendations on various aspects of the study
- Ensuring that project objectives are attained, and
- Update and maintain Issue and Risk Register
- Setting up a stakeholders committee, if necessary, with full representation of all major stakeholder groups.

c) Stakeholders Committee (SC)

The need for and composition of a Stakeholders Committee, shall be determined at the Inception Stage. All relevant stakeholders will be consulted and invited to the SC. The SC shall be a vehicle for effective public involvement to solicit the views of stakeholders and provide feedback to the Project Technical Team.

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C3.2.5 PROJECT OUTPUT

All submitted documents must be thoroughly edited for errors. Work of a good enough standard to enable any competent person to read and follow arguments without undue strain will be required.

a) Inception Report

The Inception Report must be submitted not later than four (4) weeks after the commencement of the project.

b) Progress Reports

A progress report must be submitted a week before each meeting. The report summarises progress achieved thus far and any challenges faced together with recommendations on how to address the problems.

Summaries of appropriate progress reports shall be presented to members of the SC before their next meeting, should the committee be set up.

c) Main Reports

A concise Executive Summary should be provided at the beginning of each of the report. The programme is to provide adequate time to allow for review and comments which should then be incorporated in each of the reports.

Refer to the deliverables for the main reports required per Stage.

- END OF SECTION -

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PART C4

SITE INFORMATION

C4.1 Locality Plan/Layout

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C.4.1 Locality Plan/Layout

Locality Map as shown on Figure 2.

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PART C4

SITE INFORMATION

C4.2 Reports

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C.4.2 Reports

Not applicable

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Special Conditions of Contract

SPECIAL CONDITIONS CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

1.1 Breach

Means an act of breaking the terms set out in a contract. If the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing.

1.2 Information

Means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

1.3 Intellectual Property Rights

Includes any patents or patent applications, trade and services marks whether registered or unregistered, registered design, design rights, copyright, rights in databases, domain names, trade or business names and any other similar protected rights in any country (together with the right to apply for any of the above, if applicable).

1.4 Start date

The date on which the successful bidder signs the Letter of Appointment.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes :

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- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in the body of the Contract;
- 2.3 In this Contract a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.4 2.2.3 Any reference in this Contract to:
- 2.5 "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 2.6 "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 2.7 "reasonable" means reasonable care, cause, just, rational, appropriate, ordinary, or usual in the circumstances depending on the action and/or omission of one of the parties or contractors.
- 2.8 "writing" means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No 25 of 2002.
- 2.9 Unless otherwise provided, defined terms appearing in this Contract in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 2.10 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Commencement Date and as amended or substituted from time to time;
- 2.11 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day;
- 2.12 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 2.13 The rule of construction that this Contract shall be interpreted against the Party responsible for the drafting of this Contract, shall not apply;
- 2.14 No provision of this Contract shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Contract.

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- 2.15 If there is any conflict between the provisions of this the Terms of Contract in the Standard Professional Services Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall prevail.
- 2.16 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. DURATION

This contract shall commence on the date the successful bidder signs the letter of appointment and shall continue for a period of 15 months, unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.

4. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

- 4.1 Mhlathuze shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the appointment letter.
- 4.2 The price is fixed and not subject to change unless agreed on by the parties.
- 4.3 Amounts due to the Service Provider shall be paid by Mhlathuze within **thirty (30) days** of receipt by it of the relevant invoices into the bank account nominated by the Service Provider.
- 4.4 If any item or part of an item in an invoice submitted by the Service Provider is disputed by Mhlathuze, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. The dispute resolution mechanisms shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 4.5 All charges in this contract are inclusive of Value Added Tax.

5. CORRUPT PRACTICES

- 5.1 Any- (a) official from the employer or service provider who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) Person who, directly or indirectly, gives or agrees or offers to give any gratification to a person, whether for the benefit of that person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-
- (i) That amounts to the- (aa) illegal, dishonest, unauthorized, incomplete, or biased; or

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(bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;

(ii) That amounts to- (aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) Designed to achieve an unjustified result; or

(iv) That amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corrupt activities.

5.2 Without derogating from the generality of 5.1, "to act" in 5.1 includes-

(a) Voting at any meeting;

(b) Performing or not adequately performing any project functions;

(c) Expediting, delaying, hindering or preventing the performance of an official act;

(d) Aiding, assisting or favoring any particular person in the transaction of any business;

(e) Aiding or assisting in procuring or preventing the passing of any vote or the granting of any contract or advantage in favor of any person in relation to the transaction of any business;

(f) Showing any favor or disfavor to any person in performing a function of the project;

(g) diverting, for purposes unrelated to those for which they were intended, any property belonging to the state which such officer received by virtue of his or her position for purposes of administration, custody or for any other reason, to another person; or

(h) Exerting any improper influence over the decision making of any person performing functions in the project.

6. HEALTH AND SAFETY

6.1 The Service Provider shall have no claim against the Employer or any of its employees in the event of any loss, accident or injury whether fatal or otherwise, occurring to the Service Provider, its designated employees on the premises or whilst providing the services to the Employer, whether such loss, damage, accident or injury occurs from any cause whatsoever, nothing at all excepted.

6.2 The Service Provider warrants that as an employer it is fully compliant with the relevant sections of the Occupational Health And Safety Act, Act 85 of 1993 ("the OHAS act") as

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amended and the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ("the COIDA") as amended.

- 6.3 The Service Provider indemnifies and holds the Employer harmless for the injury, damage or loss suffered by any person in its employ as a result of the services provided howsoever arising and undertakes to compensate the Employer fully for any loss sustained by the Employer through and arising as a result of the provision of the services.
- 6.4 The services shall be conducted in a safe and responsible manner and to this end the Service Provider certifies that it is fully conversant with the provisions of the OHAS act and that the service provider and its designated employees will adhere to the same.
- 6.5 The service provider shall bear full responsibility for ensuring that the provisions of the OHAS act and its regulations are properly implemented in the premises designated for the services in respect of all aspects of the services to be undertaken and that all other laws that pertain to the services will also be complied with.

7. GOOD FAITH AND REASONABLENESS

- 7.1 The parties hereby undertake to exercise good faith in all dealings with one another arising out of the conclusion, implementation and termination of this agreement and undertake to take such steps as may be reasonably necessary in order to ensure the successful implementation and fulfillment of this agreement.
- 7.2 The parties shall at all times ensure that they engage with one another based on principle and standards of reasonableness, so as to facilitate the prompt and successful completion of their obligations in terms of this agreement.

8. CONTINUED EFFECT – NO WAIVER

- 8.1 Regardless of any breach of this agreement by any party, and without prejudice to any other rights which the other parties may have in relation to it, the other parties may elect to continue to treat this agreement as being in full force and effect and to enforce its rights under this agreement unless and until it is terminated in accordance with its terms.
- 8.2 The failure of any party to exercise any right under this agreement, including any right to terminate this agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

9. NOTICES

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- 9.1 Any notice, request, consent or other communication made between the parties pursuant to this agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post, email or fax to such party at the address specified in the special terms of agreement.
- 9.2 Electronic communications shall comply with the terms of the electronic media act no. 36 of 2005.
- 9.3 If the sender requires evidence of receipt, the sender shall state such requirements in the communication and, wherever there is a deadline for the receipt of the communication, the sender may demand evidence of receipt of the communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 9.4 A notice shall be deemed to have been received –
- 9.4.1 **14 (fourteen) days** after posting, if posted by registered post to the party's address;
- 9.4.2 on delivery, if delivered to a responsible person during normal business hours at the party's physical address; and
- 9.4.3 On dispatch, if sent to the party's email and confirmed by a responding email.
- 9.5 Either party may change its address stated in 45 for purposes of this clause to another address by giving the other party **30 (thirty) days** advance written notice of such a change. The new address becomes effective on receipt by the addressee of such written notice. A notice shall be necessary in respect of a new or changed facsimile number.

10. INVALIDITY AND SEVERABILITY

Whenever possible, each provision of this agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement, all of which shall remain in full force.

11. WAIVER

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist

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upon strict compliance with or performance of the other party's obligations under this Agreement shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.

13 STIPULATIO ALTERI

No part of this Agreement shall constitute a *stipulatio alteri* in favor of any person who is not a Party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

12. QUARTERLY PERFORMANCE EVALUATIONS

- 12.1 The performance of the Service Provider shall be assessed by the employer on a quarterly basis.
- 12.2 The quarterly performance evaluations shall be done to assess whether the Service Provider is rendering the services as set out in the scope of work and whether the services and/or products are delivered in a manner that is efficient and effective.
- 12.3 The performance assessment shall be done in accordance with the employer's policies and procedures.
- 12.4 The Service Provider shall assist the employer with these assessments in any way reasonably expected and the employer may inform the Service Provider of its results.

13. PAYMENTS DUE TO THE SERVICE PROVIDER SUBJECT TO A FINDING BY THE AUDITOR GENERAL

- 13.1 The Employer is a public entity regulated by the PFMA as set in the Preamble of the contract.
- 13.2 Section 51(b)(ii) of the PFMA obliges the Employer as a public entity, to "prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity;"
- 13.3 Section 51(d)(ii) of the PFMA obliges the Employer as a public entity, to "... comply with any tax, levy, duty, pension and audit commitments..."
- 13.4 In the event that there are adverse audit findings by the Auditor General in respect of this contract and an investigation is undertaken by the Employer pursuant to those audit findings, in respect of which there is real apprehension that the contract between the Employer and the Service Provider may be affected, and the investigation is not yet complete, it would present a legal impossibility for the Employer to perform in so far as paying the Service Provider's submitted invoices is concerned.

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- 13.5 In this event the Service Provider will utilise clause 14 of this agreement to resolve such a dispute and will not institute any formal legal proceedings against the employer.

14. DOMICILIUM

- a) The Employer chooses, as its address for all purposes under this Contract, the following *domicile*:

Physical address:	Cnr of South Central Arterial and Battery Bank Road, Alton, Richards Bay, 3900
Postal address:	P/Bag X1047, Richards Bay, 3900
Telephone no.	035 902 1185
Email address:	smndaweni@mhlathuze.co.za
Contact Person:	Mr Sihle Mndaweni Contract Specialist, SCM

- b) The Service Provider chooses, as its address for all purposes under this Contract, the following *domicile*:

Physical address:	
Tel no.	
Email address:	
Contact Person:	

15. COSTS

Each Party shall bear its own costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Contract.

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