



**MHLATHUZE WATER**

**REQUEST FOR PROPOSAL [RFP]**

**CONTRACT NO.MW/34/1/2022/2023**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
ROTARY SCREEN**

<b>RFP CONTRACT NO:</b>	<b>MW/34/1/2022/2023</b>
<b>ISSUE DATE:</b>	<b>25/01/2023</b>
<b>CLOSING DATE:</b>	<b>16/02/2023</b>
<b>CLOSING TIME:</b>	<b>12:00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 Days from Closing Date</b>

**TENDER SUBMITTED BY:**

---

**Company Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**Postal Address:**

**Telephone No.** \_\_\_\_\_  
\_\_\_\_\_

**Fax No.**

## **T2. List of Returnable Documents**

T2.2-1	Authority to submit a Tender	<b>Essential</b>
T2.2-2	Certificate of attendance at tender clarification meeting	<b>Compulsory</b>
T2.2-3	B-BBEE Preference Points Claim Form	<b>Essential</b>
T2.2-4	Certificate of Acquaintance with Tender Documents	<b>Essential</b>
T2.2-5	Record of addenda to Tender Documents	<b>Essential</b>
T2.2-6	RFP Declaration Form	<b>Essential</b>
T2.2-7	Supplier Integrity Pact	<b>Essential</b>
T2.2-8	Mhlathuze Water Supplier Declaration Form	<b>Essential</b>
T2.2-9	Mutual Non-Disclosure Agreement	<b>Essential</b>
T2.2-10	Tender Clarification Request Form	<b>Essential</b>
T2.2-11	Credit Check	<b>Essential</b>
T2.2-12	Protection of Personal Information (POPI) Act Consent	<b>Essential</b>

### **2. Technical Scoring Returnable Documents**

T2.2-13	Technical Returnable Schedules	<b>Compulsory</b>
T2.2-14	Schedule of Tenderer's Reference checks for Purpose of Tender Evaluation	<b>Compulsory</b>

### **Generic Scope of Work**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER			
BID NUMBER:	MW/34/1/2022/2023	CLOSING: 16 February 2023	CLOSING TIME: 12:00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN AT THE WASTE WATER DISPOSAL SYSTEM		
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)

<b>MHLATHUZE WATER</b>				
<b>SECOND SECURITY GATE (TENDER BOX)</b>				
<b>CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL</b>				
<b>ALTON, RICHARDS BAY, 3900</b>				
<b>SUPPLIER INFORMATION</b>				
<b>NAME OF BIDDER</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>				
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>E-MAIL ADDRESS</b>				
<b>VAT REGISTRATION NUMBER</b>				
	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>	<input type="checkbox"/> Yes		<b>B-BBEE STATUS LEVEL</b>	<input type="checkbox"/> Yes

[TICK APPLICABLE BOX]	<input type="checkbox"/> No	<b>SWORN AFFIDAVIT</b>	<input type="checkbox"/> No
<b>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</b>			
<b>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX</b>	<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:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	MHLATHUZE WATER	CONTACT PERSON	Walters Makhoba
CONTACT PERSON	Sihle Mndaweni	TELEPHONE NUMBER	035 902 1063
TELEPHONE NUMBER	035 902 1037	FACSIMILE NUMBER	
E-MAIL ADDRESS: simndaweni@mhlathuze.co.za	N/A		

E-MAIL ADDRESS

[tenders@mhlathuze.co.za](mailto:tenders@mhlathuze.co.za)

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 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.**
- 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.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE

(CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

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**

## T1.1 Tender Notice and Invitation to Tender

### 1. PROPOSAL REQUEST

Responses to this RFP [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: **CONTRACT NO. MW/34/1/2022/2023 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

The RFP can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: [www.etenders.gov.za](http://www.etenders.gov.za) (free of charge) from **Monday, 31 January 2023**

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

### 2. FORMAL BRIEFING

A compulsory RFP briefing will be conducted at **Mhlathuze Water, Waste Water Disposal Scheme, Meer en See, Alkantstrand Plant**, on the **03 February 2023** for a period of minimum 1 hour. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance in the form set out in returnable schedule **T2.2-2** 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 RFP 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.

### 3. PROPOSAL SUBMISSION

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

- a) Submit all compulsory returnables.



DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

- b) **CIDB 3ME or Higher**
- c) Proposed key persons for the positions listed below must meet the minimum registration requirements.

Proposals **in duplicate [1 original and 1 copy] 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: **CONTRACT NO. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

Closing date and time: **16 February 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 RFP**

- 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.
- 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 RFP closes punctually at **12h00 on Thursday, 16 February 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 RFP 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 RFP 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 T2.2-3 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 T2.2-3 [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.

### **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 RFPs 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 RFP Bid 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 T2.2-3**.

**N.B. Failure to submit a valid and original B-BBEE certificate or a certified copy thereof for a JV or Consortium, at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.**

### **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 RFP 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 structure and such scorecard must have been prepared for this RFP in particular.

### **5.4 Subcontracting**

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended sub consultant is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

### **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 RFP between the closing date and the date of the award of the business.

- a) For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12h00 on Friday 10 February 2023**, substantially in the form set out in tender returnable **T2.2-10**. 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 RFP documents.
- b) After the closing date of the RFP, a Respondent may only communicate with the Contract Specialist of the **Sihle Mndaweni**, emails [tender@mhlathuze.co.za](mailto:tender@mhlathuze.co.za) or phone number **035 902 1037** on any matter relating to its RFP Proposal.

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

## **7. INSTRUCTIONS FOR COMPLETING THE RFP**

- 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 T2.2-1**]. 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 RFP 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 RFP document.
- f) Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP 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 A PROPOSAL BEING REJECTED**

## **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 RFP and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

- a) Modify the RFP's Works and request Respondents to re-bid on any such changes;
- b) Reject any Proposal 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 RFP on good cause shown;
- g) Award a contract in connection with this Proposal at any time after the RFP's closing date;
- h) Make no award of a contract;
- i) Award of this RFP 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 T2.2-10** [*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 Proposal, whether or not the Respondent is awarded a contract.

#### **11. LEGAL REVIEW**

A Proposal 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.

<p><b>Mhlathuze Water urges its clients, <i>Consultants</i> and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 204</b></p>
--

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://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	Data	
F.1.1	The <i>Employer</i> is	Mhlathuze Water
F.1.2	The tender documents issued by the <i>Employer</i> comprise:	
	<b><u>The Tender</u></b>	
	<b>Part T1: Tendering procedures</b>	T1.1 Tender notice and invitation to tender T1.2 Tender data
	<b>Part T2 : Returnable documents</b>	T2.1 List of returnable documents

The *Employer's* agent is: **Mhlathuze Water**

Name: Walters Makhoba

Address: **Mhlathuze Water  
Cnr South Central Arterial & Battery Bank  
Richards Bay  
3900**

E – mail: **wmakhoba@mhlathuze.co.za**

---

**F.2.1** Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Submit all compulsory returnables.  
Submit a tendered price in the form of offer and acceptance.

---

**F.2.7** The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

---

**F.2.12** No alternative tender offers will be considered.

---

**F.2.13.3** All proposals shall be submitted in the following format:

- A completed original with all Returnables
  - 1 (one) copy of the original with all Returnables
  - 1 (one) electronic copy of the completed original with all compulsory Returnables on the memory stick.
- 

**F.2.13.5** The *Employer's* details and address for delivery of tender offers and identification details that are  
**F2.15.1** to be shown on each tender offer package are:

Location of tender box **Office Block Foyer**

---



DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

Physical address: **Mhlathuze Water  
Cnr South Central Arterial & Battery Bank  
Richards Bay  
3900**

---

the address of which is:

**Mhlathuze Water  
Tender Box  
Mhlathuze Water  
Cnr South Central Arterial & Battery Bank  
Richards Bay  
3900**

Tenderers are to ensure that the proposals submitted will fit into the tender box slot (opening) which measures 440mm x 90mm. Prior arrangement on the submittal of large tender documents should be made with the SCM Bid Administrator

---

<b>F.2.13.9</b>	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
-----------------	--

---

<b>F.2.15</b>	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
---------------	--

---

<b>F.2.16</b>	The tender offer validity period is <b>120 working days</b>
---------------	---

---

<b>F.2.18</b>	Provide, on request by the <i>Employer</i> , any other material information 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 <i>Employer</i> 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 <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.
---------------	---

---

<b>F.2.20</b>	Upon request by the <i>Employer</i> , the successful Tenderer shall submit for the <i>Employer's</i> 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.
---------------	--

---

<b>F.2.22</b>	Return all retained tender documents within <b>14</b> days after the expiry of the validity period
---------------	--

---

---

**F.2.23** The Tenderer is required to submit with his tender:

1. An **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A **valid** Letter of good standing with the compensation fund or with a licensed compensation insurer;
3. Tendering Entity's latest **valid** B-BBEE Certificate or Sworn Affidavit applicable as per the latest B-BBEE Legislation must accompany **Returnable Schedule T2.2.6**;
4. Professional Indemnity Insurance provided by the *Consultant* **Returnable Schedule T2.2-18**.
5. Proof of registration on the National Treasury Central Supplier Database. Go to <https://secure.csd.gov.za/Home/> to register.

Note: Refer to Section T2.1 for List of Returnable Documents

---

**F3.4.2** Mhlathuze Water has been exempted from disclosing tender prices after opening of tender submissions.

## **STANDARD CONDITIONS OF TENDER**

### **C.1 General**

#### **C.1.1 Actions**

**C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.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.*

**C.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.

#### **C.1.2 Tender Documents**

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

#### **C.1.3 Interpretation**

**C.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.

**C.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.

**C.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 organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- 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;
- 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.

**C.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.

**C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) There is no material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

**C.1.6.2 Competitive negotiation procedure**

**C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data, shall be invited 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 C.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.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

**C.1.6.3 Proposal procedure using the two stage-system**

**C.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 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.

**C.1.6.3.2 Option 2**

**C.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.

**C.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.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

**C.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.

**C.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.

#### **C.2.2 Cost of tendering**

**C.2.2.1** 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 complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

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

#### **C.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.

#### **C.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.

#### **C.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.

#### **C.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.

---

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.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.

**C.2.10 Pricing the tender offer**

**C.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 fourteen (14) days before the closing time stated in the tender data.

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

**C.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.

**C.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.

**C.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.

**C.2.12 Alternative tender offers**

**C.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.



**C.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.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

---

**C.2.15 Closing time**

**C.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.

**C.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.

**C.2.16 Tender offer validity**

**C.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.

**C.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.

**C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.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 C.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.

**C.2.18 Provide other material**

**C.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), referencing 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.

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

**C.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.

**C.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.

**C.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.

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

**C.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.

### **C.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 (3) working 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 collected tender documents.

### **C.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.

### **C.3.4 Opening of tender submissions**

**C.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.

**C.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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

**C.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.

**C.3.5.2** Evaluate the functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.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.

**C.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.

**C.3.8 Test for responsiveness**

**C.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.

**C.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.

---

**C.3.9 Arithmetic errors, omissions and discrepancies**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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:
  - (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.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices

**C.3.9.4** The employer must correct the arithmetical errors in the following manner:

- a) 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.
- b) 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.

**C.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.

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

**Requirement      Qualitative interpretation of goal**

Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete

- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.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.

#### **C.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.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any 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, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has



his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

#### **C.3.14 Prepare contract documents**

**C.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.

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

#### **C.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.

#### **C.3.16 Notice to unsuccessful tenderers**

An employer must, within twenty-one (21) days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.

#### **C.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.

---

**C.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**

## 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. 3	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. 2	Proof of Registration with National Treasury Central Supplier Database (CSD)	
T2.1. 3	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status) / Tax Clearance Certificate	
T2.1. 4	Certified copies of Identity Documents of Shareholders / Members / Directors of the business (not applicable if a company is a 100 % subsidiary)	
T2.1. 5	Certified and valid copy of BBBEE Certificate or a Sworn affidavit	

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***

**Essential Returnable Documents**

No.	Description	Submitted YES / NO
T2.1.6	Proof of Professional Indemnity to the minimum value of <i>RX,XXX,XXX.00</i>	
T2.1.7	ISO 9001 Certification and Quality Management Plan	

***Failure to provide essential Returnable Documents will result in Mhlathuze Water affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification***

**MANDATORY RETURNABLE DOCUMENTS LIST OF RETURNABLE DOCUMENTS FOR TECHNICAL ASSESSMENT AND COMPLIANCE**

No.	Description	Submitted YES / NO
T2.1.1	Organogram of the Proposed Personnel to Undertake the Project	
T2.1.2	Curriculum Vitae (CV) of the proposed Key Personnel, including certified copies of Qualifications, Professional Registrations, etc.	
T2.1.3	Proposed Programme of Works	
T2.1.4	Proposed Methodology	

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***

**Note: Mhlathuze Water reserves the right to conduct the evaluation process in parallel. The evaluation of Bidders at any given stage must therefore not be interpreted to mean that Bidders have necessarily passed any previous stage(s)”**

**STAGE ONE: TEST FOR ADMINISTRATIVE RESPONSIVENESS**

The test for administrative responsiveness will include the following:

<b>STAGE ONE: Test for Administrative Responsiveness</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"><li>Whether the Bid has been lodged on time</li></ul>	Opening Register
<ul style="list-style-type: none"><li>Whether all Returnable Documents and/or schedules (where applicable) were completed and returned by the closing date and time</li></ul>	All Sections
<ul style="list-style-type: none"><li>Verify the validity of all returnable documents</li></ul>	All Sections

**STAGE TWO: TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP**

The test for substantive responsiveness to this RFP will include the following:

<b>Pre-Qualification Criteria</b>
<ul style="list-style-type: none"><li>Pre-qualification criteria set by Mhlathuze Water, have been met:<ul style="list-style-type: none"><li><b>(a) Proof attendance of the compulsory briefing</b></li><li><b>(b) CIDB Grading 3ME or Higher</b></li><li><b>(c) Professional/Public Indemnity Cover</b></li><li><b>(d) COID – Letter of Good Standing</b></li></ul></li></ul>
<ul style="list-style-type: none"><li>Whether the Bid materially complies with the scope and/or specification given</li></ul>

**Essential Returnable**

**T2.2-1: Authority to submit a Tender**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

**A. Certificate for Company**

I, \_\_\_\_\_ chairperson of the board of directors of \_\_\_\_\_ hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_ hereby \_\_\_\_\_ authorise \_\_\_\_\_ Mr/Ms, \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

## C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract: \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

## D. Certificate for Sole Proprietor

I, \_\_\_\_\_ hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor



## T2.2-2: Certificate of Attendance at Tender Clarification Meeting

**Compulsory Returnable**

This is to certify that

\_\_\_\_\_ (Tenderer)

of

\_\_\_\_\_ (address)

was represented by the person(s) named below at the **compulsory** tender clarification meeting

Held at:	<b>Mhlathuze Water, Waste Water Disposal Scheme, Meer en See, Alkantstrand Plant</b>	
On (date)	<b>03 February 2023</b>	Starting time: <b>10h00</b>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

**Particulars of person(s) attending the meeting: Mhlathuze Water Representative**

Name

Signature

Capacity

Name

Signature

Capacity

## T2.2-3: B-BBEE Preference Points Claim Form

Essential Returnable

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

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

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

---

#### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

Points for this bid shall be awarded for:

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

- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of

DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

forward the matter for criminal prosecution

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....  
.....

**T2.2-4: Certificate of Acquaintance with  
Tender Documents**

**Essential Returnable**

NAME OF ENTITY:

---

1. I/we

---

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by Mhlathuze Water for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Mhlathuze Water shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. 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 consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:



DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

- a) prices;
  - b) geographical area where Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. 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.
9. I/We am/are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

**T2.2-5: Record of Addenda to Tender Documents**

**Essential Returnable**

We confirm that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## **T2.2-6: Supplier Integrity Pact**

**Essential Returnable**

### **PREAMBLE**

Mhlathuze Water values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Mhlathuze Water and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Mhlathuze Water a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Mhlathuze Water vendor.

### **1. Objectives**

Mhlathuze Water and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 1.1 Enable Mhlathuze Water to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 1.2 Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### **2. Commitments of Mhlathuze Water**

Mhlathuze Water commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Mhlathuze Water hereby undertakes that no employee of Mhlathuze Water connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

- 2.2 Mhlathuze Water will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Mhlathuze Water will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Mhlathuze Water further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Mhlathuze Water will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

**3. Obligations of the Bidder / Supplier**

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- 3.1.1 The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Mhlathuze Water or to any of Mhlathuze Water employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process.
- 3.1.2 The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.1.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.1.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or introduce cartels into the bidding process.
- 3.1.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate

DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Mhlathuze Water part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.1.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.1.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Mhlathuze water or other competitors.
- 3.1.8 The Bidder / Supplier shall furnish Mhlathuze Water with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.1.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 Disqualification from Bidding Process**

- 4.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Mhlathuze Water may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 4.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question, Mhlathuze Water may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Mhlathuze Water reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 4.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Mhlathuze Water may at its own discretion revoke the exclusion or suspend the imposed penalty.

#### **5 Grounds for Blacklisting**

- 5.1 A Bidder / Supplier may be blacklisted where it has submitted a bid, or concluded a contract in the capacity of agent or subcontractor or has been associated with such a Bid or contract and the Bidder / Supplier has:
- a) withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

- b) after being notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming a part of the bid documents;
- c) carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) acted in a fraudulent or improper manner or in bad faith towards Mhlathuze Water or any Government Department or towards any public body, enterprise or person;
- f) made any incorrect statement in a certificate or other communication with regard to the Local Content of its Goods or its B-BBEE status and is unable to prove to the satisfaction of Mhlathuze Water that:
  - (i) it made the statement in good faith honestly believing it to be correct; and
  - (ii) Before making such statement it took all reasonable steps to satisfy itself of its correctness.
- g) caused Mhlathuze Water damage, or to incur costs in order to meet the *Consultant's* requirements and such costs could not be recovered from the *Consultant*; and
- h) litigated against Mhlathuze Water in bad faith.

5.2 As soon as Mhlathuze Water detects misconduct by a Bidder / Supplier falling within one of the grounds for blacklisting, the matter must immediately be reported to the Procurement Division. The Procurement Division will review the motivation for blacklisting. If possible grounds for blacklisting exist, a forensic audit may be conducted to establish whether the grounds for blacklisting are valid.

5.3 Should the forensic report establish that possible grounds for blacklisting exist, the matter will be referred to the Mhlathuze Water Legal Department for further action. The Mhlathuze Water Legal Department will inform the Bidder / Supplier, its directors and all associate entities by registered mail of the intention to blacklist. The letter will also indicate whether Mhlathuze Water intends to cancel any existing contracts with the Bidder / Supplier.

5.4 The Bidder / Supplier will be afforded a period of 14 (fourteen) working days within which to make representation as to why they should not be blacklisted or why existing contracts should not be cancelled. After the 14 (fourteen) day period, the Mhlathuze Water Legal Department will consider and deal with the responses (if any) from the Bidder / Supplier.

## **6 Previous Transgressions**

6.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector

undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

- 6.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered.

## **7 Sanctions for Violations**

Mhlathuze Water shall also take all or any one of the following actions, wherever required to:

- 7.1 Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue.
- 7.2 Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier.
- 7.3 Recover all sums already paid by Mhlathuze Water
- 7.4 Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments already made by Mhlathuze Water, along with interest.
- 7.5 Cancel all or any other contracts with the Bidder / Supplier.
- 7.6 Exclude the Bidder / Supplier from entering into any bid with Mhlathuze Water in future.

## **8 Conflicts of Interest**

- 8.1 A conflict of interest includes, inter alia, a situation in which:
- 8.1.1 A Mhlathuze Water employee has a personal financial interest in a bidding / supplying entity;
- 8.1.2 A Mhlathuze Water employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in acting in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism;
- 8.1.3 A Mhlathuze Water employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 8.2 If a Bidder / Supplier has or becomes aware of a conflict of interest, i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a

Mhlathuze Water employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Mhlathuze Water immediately in writing once the circumstances has arisen.

- 8.3 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done. Mhlathuze Water shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

## **9 Examination of Financial Records, Documentation and/or Electronic Data**

10. For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Mhlathuze Water shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## **11 Dispute Resolution**

- 11.1 Mhlathuze Water recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Mhlathuze Water and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Mhlathuze Water will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier makes a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Mhlathuze Water employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

## **12 General**



DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

---

- 12.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 12.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 12.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 12.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Mhlathuze Water employees, Mhlathuze Water expects its Bidders / Suppliers to report this behaviour directly to a senior Mhlathuze Water official / employee or alternatively by using Mhlathuze Water "Tip-Off Anonymous" hotline number **0800 003 056**, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

**SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:**

**MHLATHUZE WATER**

Signed at: \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

Signature: \_\_\_\_\_ (duly authorised)

Full name and surname: \_\_\_\_\_

Position: \_\_\_\_\_

**BIDDER / SUPPLIER**

Signed at: \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

Signature: \_\_\_\_\_ (duly authorised)

Full name and surname: \_\_\_\_\_

Position: \_\_\_\_\_

## **T2.2-8: Mhlathuze Water Supplier Declaration Form**

**Essential Returnable**

The completed Supplier Declaration Form together with the required supporting documents shall be submitted to the Mhlathuze Water Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Mhlathuze**

### **General Terms and Conditions:**

#### **Failure to submit the relevant documentation will delay the vendor creation / change process.**

Where applicable, the respective Mhlathuze Water processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Mhlathuze Water in writing of such change, failing which any payments made by Mhlathuze Water into the nominated account will constitute a full discharge of the indebtedness of Mhlathuze Water to the Supplier in respect of the payment so made. Mhlathuze Water will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Mhlathuze Water harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Mhlathuze Water any costs associated herewith.

Mhlathuze Water expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

**Essential Returnable**

**T2.2-9: Mutual Non-Disclosure Agreement**

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

**Mhlathuze Water** a company incorporated and existing under the laws of South Africa, having its principal place of business at Cnr South Central Arterial & Battery Bank, Alton Richards Bay 3900

and \_\_\_\_\_

(Registration No. \_\_\_\_\_), a private company incorporated and existing under the laws of South Africa having its principal place of business at \_\_\_\_\_

**1. Purpose**

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

(“the Purpose”). Each party (“the receiving party”) shall treat as confidential all information and know-how which it may receive from the other party (“the disclosing party”) in terms of this Agreement (hereinafter referred to as “confidential information”), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the Infrastructure legislation , whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

**2. Definition**

“**Confidential Information**” means any information, technical data, or know-how, including, but not limited to that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

**3. Exclusions**

Confidential Information does not include information, technical data or know-how which:

- a. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;
- b. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

- c. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- d. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- e. is approved for release by the disclosing party in writing.

#### **4. Non-Disclosure of Confidential Information**

- a. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- b. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

#### **5. Promotion of Access to Information Act, No.2 of 2000**

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- b. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- c. Subject to the provisions below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to

institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

- d. The receiving party acknowledges that the above provisions shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

## **6. Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

## **7. Mandatory Disclosure**

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

## **8. Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

## **9. No License Granted**

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

## **10. No Representations**

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

## **11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

## **12. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

### **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

### **14. Disputes**

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

### **15. Remedies**

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein.

Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

---

---

Name

Position

---

---

Tenderer

---

**T2.2-10: Tender Clarification Request Form**

**Essential Returnable**

RFP deadline for questions / RFP Clarifications: **12h00 on Friday 10 JANUARY 2023**

TO: Mhlathuze Water  
ATTENTION: Administrator  
EMAIL: [tender@mhlathuze.co.za](mailto:tender@mhlathuze.co.za)

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR RFP CLARIFICATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### T2.2-13 Technical Returnable Schedules

Functionality Criteria	SUB CRITERIA	Max No. of points
<b>Experience in the industry (based on schedule of work experience)</b>	<b>Tenderer's experience in the supply, installation and commissioning of Rotary screens in Water, Waste Water and industrial effluent treatments or similar projects in the last 10 years.</b>	<b>30</b>
	I. Five (5) projects completed, 4 points each 20	
	II. four (4) projects completed, 4 points each 16	
	III. three (3) projects completed, 4 points each 12	
	IV. two (2) projects completed, 4 points each 8	
	V. one (1) project completed, 4 points each 4	
	<b>Value of contracts for the supply, installation and commissioning of Rotary screens in Water, Waste Water or industrial effluent treatments.</b>	
	I. Projects of R1 million (or more) in contract value 10	
	II. Projects between R500 – R999 thousand in contract value 7	
	III. Projects between R350 – R499 thousand in contract value 5	
	IV. Projects less than R350 thousand in contract value 0	
	<b>Signed completion certificates or a positive written reference from the client for every project or full completed</b>	
<b>Qualifications and Key Personnel</b>	<b>Qualifications of Project Supervisor employed by company responsible for the design, installation, commissioning and hand over of the project:</b>	<b>20</b>
	I. Trade tested Artisan in Mechanical Fitting or Millwright 20	
	<b>CV or Organogram with certified copies of qualifications must be submitted for points to be awarded</b>	
	<b>Total Points</b>	<b>50</b>
F.3.17	The successful tenderer shall receive <b>one</b> copy of the signed contract	

The Tenderer needs to score a minimum of 35 points (70%) to be considered responsive



**T2.2-14 Technical Returnable Schedules**

**Compulsory Returnable**

**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/34/1/2022/2023**

Description : **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

Estimated Performance Period **6 months**

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

Description : **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

Commencement Date:                      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 : \_\_\_\_\_

## **Section – Generic Scope of Works**

### **1. BACKGROUND**

Mhlathuze Water is a Water Board established under Chapter 6 of the Water Service Act and classified as a Schedule 3B Government Business Enterprise in terms of the Public Finance Management Act.

Mhlathuze Water's Waste Water Disposal System (WWDS) is a disposal system for effluent and gypsum produced by the industries around Richards Bay. The pump station uses sea water to dilute the effluent and gypsum before it is disposed to the sea in order to meet the environmental standards. The travelling band screens are used to screen the sea water to avoid foreign objects from entering the pump station

### **2. Scope of Work**

A suitable service provider is required to supply, deliver, install and commission a mechanical Travelling band screen at the Effluent Pump Station sea water intake, at Alkantstrand beach.

The scope also requires removal of the existing screen and installation of the new screen.

#### **Technical specification Centre Flow Screen (CFS)**

##### **Equipment:**

Mechanical band screen (revolving panel curtain travelling band screen), with 12 mm round holes opening perforated plate screen.

Flow pattern out to in

##### **Application:**

Inlet screening at municipal Sea Water Pump Station, Gravity feed. The screen Shall not require any prescreening for protection.

##### **Number of units:**

1

##### **Type:**

Centre Flow Screen (CFS)

##### **Model:**

CFS 2420-250-12

**Capacity:**

Material concentration in incoming water is 40mg SS/l.

Expected peak screening solids load is 3 m<sup>3</sup>/h.

**Material:**

- Certified stainless steel quality 316L for any parts in contact with corrosive media.
- Particularly the drive chain and sprockets will require original mill certificate presentation to confirm steel quality.
- Stainless Steel 316 chain standard FV112 pitch 200-250mm large roller conveyor chain with square riveted square locked pins and bushings
- DIN standard 8165.
- Complete chain including side plates links, solid pins, bushings and rollers shall 316L stainless steel. No plastic parts in the chain will be accepted. Pins and bushings shall be square locked and riveted, no split pins, no circlips will be accepted.
- All structural parts shall be laser cut manufactured to ensure precise fit. And the surface treatment shall be steel mill passivated with spot passivated weldings with additional electro polish.
- Any non stainless steel parts above water level such as motors, gearboxes, bearings, shafts shall be pre-treated and paint coated to minimum class C3 according to ISO 12944.
- Screen bars shall be easily replaceable, stack mounted.
- Chain in frame guides shall be plastic PEHD bushings with sufficient radius for smooth chain guidance.

**Drive system:**

- The screen and brush shall each be driven by an electrical 3-phase motor and bevel gear box with a minimum of 90% efficiency. The transmission shall be through 1 drive shaft, 2 drive sprockets and chain in frame guides on each side of the screen.
- In case of overload the screen shall be protected by an electrical current monitoring relay that continuously monitors the current amplitude of the electric motor. When variable frequency speed drive is used, the frequency converter's integrated current overload monitoring function shall be used. Reaction arm mounted gearboxes for simply mechanical overload sensing is not accepted.

**Function:**

- The screen shall be a mechanically driven revolving panel curtain travelling band screen. Consisting of a linked curtain of screen panels driven by a revolving chain drive on each side that carries a number of screen panels.
- The screen shall have an adjustable rotating brush for precise contact with the screen media to avoid excessive brush and or panel wear.
- The screen shall be level controlled by measuring the upstream water level or the differential level ("head"). Only when a preset level is reached shall the screen make one timed cycle (one self-cleaning cycle).
- All covers shall be hinged for easy inspection without having to screw or lift off heavy hatches and covers.
- Chain guides shall be screw fixed onto the frames and be easy replaceable

**Dimensions:**

- The screen inclination shall be vertical 90 degrees.
- The screen effective panel width shall be min 1000 mm, allow for 0.1mm tolerance.
- The screen frame inlet/outlet width shall be min 600 mm, allow for 0.1mm tolerance.
- Screen media shall be perforated plate with minimum 3 mm thickness with 12 mm holes and 40% open area. Screen panel face shall be flat to ensure brush precision.
- Screen panels shall be reinforced to avoid bending.
- Any gaps shall not exceed half the screen opening size. Screen structure shall allow for screen widths >2m without any deflection affecting the screen function.
- Screen main frame shall be minimum 5mm plate thickness.
- The chain link sides shall have a min thickness of 6mm and a pitch of 200-250mm. And have duplex stainless steel riveted bushings and pins.
- Sprockets shall have a min diameter of 326mm and a min thickness of 25mm.
- Drive shaft shall have a main diameter of min 80mm.
- Brush shaft shall have a main diameter of min 60mm.
- Bearings shall have a main diameter of min 60mm.
- Drive shaft minimum 80 mm
- The spacing distance between rakes shall be 3000mm and variable speed shall allow for 6-24 rakings/min.
- The screen discharge height shall allow for the following screenings handling equipment to be mounted under the screenings discharge point.
- The concrete channel depth is 14000mm.
- The width of the screen shall be 1300mm on each effective side. The through panel and inlet and outlet velocity shall not exceed 0.5m/s. the channel width is 1400mm. To simplify service the screen frame shall not be recessed into the concrete channel walls or bottom.
- The frame of the screen shall be self-supporting and be delivered as screw assembly sections.
- The weight of the screen shall be specified in kilograms.
- The screen shall be supported by adjustable brackets,

**Operational requirements:**

- Flush sea water consumption: Peak 4l/s.

**Other requirements:**

- The supplier must be well represented locally (RSA) for technical support, spare parts & maintenance

- The screen must be capable of handling flow velocity of 0.5m/s with a max allowed required differential level/head of 400-600mm.
- The chain and panels shall be well supported to align correctly with the bars during rake engaging.
- Panels, rake teeth tines and brush shall be easy replaceable.
- Totally enclosed for hygienic operation & personal safety. Easy removable access covers/inspection doors.
- The screen shall as an option be mounted on support legs with hinges so it can be pivoted out from the channel for service. The support legs shall then attach to the screen via a linkage extension connecting attachment on the screen. The linkage shall enable the legs to be placed in various positions.
- Flat screen panels, concave, no radius, will be accepted.
- Screen media shall be replaceable separate from the frame assembly.
- Workmanship and all equipment supplied must be covered by a guarantee of 12 months from handover.

### **3. Health and Safety Requirements:**

The successful bidder shall comply with the following Health and Safety Requirements. Before commencement of the installation the service provider must be inducted by a Mhlathuze Water safety official. Provide a safety file with the below requirements:

- SHE policy statement
- Health and Safety plan
- Contractors organogram
- Proof of Induction
- COID- Letter of good standing
- Public liability
- Emergency contact numbers
- Appointment letters
- Injury Report and Investigation forms
- Methods Statement
- Risk assessment
- Certificates of Competency
- PPE Issue register and condition
- Medical Examination register
- Safety Talk register
- Proof of toolbox talks
- First aid checklist and register
- Tool checklist and register

Mhlathuze Water invites bidders to submit bids for the **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**.

### **4. OBJECTIVE**

The objective is to obtain a **suitable service provider with experience in water and waste water treatment systems to assist Mhlathuze Water with DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN for Effluent Disposal System in Meer en see, Richards Bay.**

## **5. CONTRACT DURATION**

The contract is for the period of 06 months subject to a performance agreement to be entered into between the service provider and the employer.

## **6. LOCATION OF THE WORKS**

**- THE END -**

## **PROOF OF COMPANY REGISTRATION DOCUMENTS**

[Attach copies here]

## **PROOF OF COMPANY PHYSICAL ADDRESS**

[Attach copies here]



**PROOF OF REGISTRATION WITH SARS, (VALID PIN FROM SARS  
CONFIRMING COMPLIANCE STATUS)**

[Attach copies here]

**CERTIFIED COPIES OF ID DOCUMENTS OF SHAREHOLDERS/  
MEMBERS/ DIRECTORS OF THE BUSINESS AND PARTNERS.**

[Attach copies here]

**PROOF OF REGISTRATION WITH NATIONAL TREASURY CENTRAL SUPPLIER  
DATABASE (CSD)**

[Attach copies here]

**A CERTIFIED COPY OF A PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP OR JV). ALL MEMBERS TO BE AN EME OR QSE.**

[Attach copies here]

**CERTIFIED VALID COPY OF BBBEE CERTIFICATE OR A SWORN AFFIDAVIT.**

[Attach copies here]

**PROFESSIONAL INDEMNITY CERTIFICATE (NOT LESS THAN R5M [FIVE MILLION RAND]) FROM AN INSURANCE COMPANY**

[Attach copies here]

## **ISO9001 CERTIFICATION OR QUALITY MANAGEMENT PLAN**

[Attach copies here]

## **REFERENCE LETTERS FROM PREVIOUS EMPLOYERS / CURRENT EMPLOYERS**

[Attach copies here]



**CURRICULAM VITAE: KEY PERSONEL WITH CERTIFIED QUALIFICATIONS AND PROFESSIONAL REGISTRATION CERTIFICATE/S:**

CV to definitively outline the following:

- **Qualifications and Associated Registrations**
- **Years of Experience, including:**
  - **Nature of Work Performed,**
  - **Description of Projects,**
  - **Value and Duration, and**
  - **Roles and Responsibilities**

[Attach copies here]

## **6. PRICING SCHEDULE AND OFFER**

[Attach copies here]

## **FORM OF OFFER AND ACCEPTANCE**

### **OFFER**

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT NO: MW/34/1/2022/2023**

### **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

The bidder, identified in the Offer signature block below, has examined the documents listed in the RFQ Data and addenda thereto as listed in the RFQ 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 Contractor 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

**Main Offer:** .....

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

**This Offer may be accepted by the Purchaser 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 RFQ Data, whereupon the Tenderer becomes the party named as the Supplier in the Conditions of Contract identified in the Contract Data.**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Date** \_\_\_\_\_

**for the Tenderer** \_\_\_\_\_

(Name and address of organisation)

**Names & signatures of witnesses**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Date** \_\_\_\_\_

## 7. PRICING SCHEDULE

### PRICING INSTRUCTIONS

1. The Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
2. The Schedule of Activities comprises items covering the Supplier's profit and costs of general liabilities associated with the execution of the Contract

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule of Activities, he/she should note the fact that the Supplier is entitled, under various circumstances, to payment for additional work carried out and that the Employer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Supplier inserted in the Schedule of Activities.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Supplier submitted on such a basis.
4. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
5. An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

6. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Activities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Activities and the activities certified for payment.
7. For the purposes of this Schedule of Activities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Schedule of Activities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

8. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Activities:

hrs	=	hours
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo-newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-newton
ML	=	mega litres
MN-m	=	mega newton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

DESCRIPTION OF THE WORKS **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ROTARY SCREEN**

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
<b>1. Site Establishment</b>					
1.1.	Health and safety file as per OSH Act No. 85 of 1993	Sum	1	R	R
1.2.	120 tonne crane with its own operator and qualified rigger and assistants for removal of old screen and installation of new screen. This rate shall include transportation of plant and accommodation of labor	Sum	1	R	R
1.3	Supply all required lifting equipment for execution of this work.	Sum	1	R	R
1.4	Tools and equipment to complete this installation	Sum	1	R	R
<b>2. Rotary screens</b>					
2.1	Rigging out of existing Mechanical Rotary Screen	Sum	1	R	R
2.2.	Supply, delivery, installation and commissioning of a new Center Flow Mechanical Band Screen complete with electrical drive units as per specification provided.	No.	1	R	R
2.3.	Supply of all engineering drawings including an electronic copy (DWG).	No.	3	R	R
2.4.	Supply of operation and maintenance manuals in lever type arch files, including an electronic copy.	No.	3	R	R
2.5	Supply and install electrical cabling, control panel and other consumables to power the new rotary screen	Sum	1	R	R
2.6	Issue of electrical certificate of compliance	No.	1	R	R
2.7	Commissioning, adjustment and other consumables required to complete this work.	Sum	1	R	R
	<b>Subtotal A</b>				R
	<b>Contingencies @ 10%</b>				R
	<b>Subtotal B</b>				R
	<b>VAT @ 15%</b>				R
	<b>Total including VAT</b>				R