

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION



MHLATHUZE WATER

CONTRACT NO MW/82/3/2022/2023

DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL
AT NSEZI WATER TREATMENT WORKS - COMPLETION

TENDER SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____ Postal Address: _____

Contact No. _____ Email: _____

TENDER CLOSING DATE: 24 APRIL 2023 at 12h00

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 1 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

TABLE OF CONTENTS

PART NO.	DESCRIPTION	COLOUR	PAGE
Part T1	Tendering Procedure		
	T1.1 Tender Notice and Invitation to Tender	White	4 - 16
	T1.2 Tender Data	Pink	17 - 27
	T1.3 Standard Conditions of Tender	Pink	28 - 46
Part T2	Returnable Documents		
	T2.1 List of Returnable Documents	Yellow	47 - 61
	T2.2 Returnable Schedules	Yellow	62 - 117
Part C1	Agreements and Contract Data		
	C1.1 Form of Offer and Acceptance	Yellow	118 - 126
	C1.2 Contract Data	Yellow	127 - 158
Part C2	Pricing Data		
	C2.1 Pricing Instructions	Yellow	159 - 164
	C2.2 Bill of Quantities	Yellow	165 - 167
Part C3	Scope of Work		
	C3.1 Description of Works	Blue	168 - 171
	C3.2 Employer's Agenting	Blue	172 - 172
	C3.3 Procurement	Blue	173 - 173
	C3.4 Construction	Blue	173 - 179
	C3.5 Management of the Works	Blue	180 - 204
	C3.6 Specifications Data	Blue	205 - 212
Part C4	Site Information		
	C4.1 Locality	White	213 – 214

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 2 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Part C5	Tender Drawings		
	C5.1 List of Tender Drawings	White	215 – 215
Part C6	Tender Annexures		216 - 216
	Annexure A - Electronic Book of Drawings		
	Annexure B – Excel Tender BoQ (for information only)		
Part C7	Special Conditions of Contract		217 - 225

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 3 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

PART T1

TENDERING PROCEDURES

1.1 Tender Notice and Invitation to Tender

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 4 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER					
BID NUMBER:	MW/82/3/2022/2023	CLOSING DATE:	24 April 2023	CLOSING TIME:	12h00
DESCRIPTION	DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS – COMPLETION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

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

MHLATHUZE WATER					
SECOND SECURITY GATE (TENDER BOX)					
CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL					
ALTON, RICHARDS BAY, 3900					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 5 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 6 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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, 2022, 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. 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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 7 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 8 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

BID NOTICE AND INVITATION TO TENDER

1. BID ADVERT

Responses to this bid advert [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent**, **Tenderer** or **Bidder**] for the provision of: **DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION**

The bid advert can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: www.etenders.gov.za (free of charge)

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

2. FORMAL BRIEFING

A compulsory tender briefing will be conducted at **Nsezi Water Treatment Works, Alton** on the **12 April 2023 starting at 13h00** for a period of ± 1 hours and proceed to site. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance in the form set out in returnable schedule 4 must be completed and submitted with your Proposal as proof of attendance of the compulsory RFP briefing meeting.
- b) Respondents failing to attend the compulsory bid advert briefing meeting will be disqualified.
- c) The briefing session will start punctually at **13h00** 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. BID ADVERT SUBMISSION

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 9 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

1. The tenderer completed the Bidder's Declaration of Interest
2. Active Contractor's Certificate of Registration with CIDB Grading (2ME/EP or higher)
3. Have COID's Letter of Good Standing or Similar
4. Attend Compulsory briefing
5. Company registration documents

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: **DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION**

Closing date and time: **24 April 2023 at 12h00**

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

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

4. DELIVERY INSTRUCTIONS FOR BID ADVERT

a) Delivery by hand

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

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

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

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 10 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

- d) Please note that this bid advert closes punctually at **12h00 on Monday, 24 April 2023**
- e) If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- f) No email or facsimile responses will be considered, unless otherwise stated herein.
- g) The responses to this bid advert will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- h) Mhlathuze Water shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- i) Envelopes must not contain documents relating to any bid advert other than that shown on the envelope.

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

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

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 11 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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

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

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 BID, 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 bid advert process.

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

a) Incorporated JVs/Consortiums

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 12 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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 bid advert in particular.

5.5 B-BBEE Registration

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

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

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

6. COMMUNICATION

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

- a) For specific queries relating to this bid advert, a bid advert Clarification Request Form should be submitted before **12h00 on 20 April 2023** substantially in the form set out in tender returnable schedule 17. In the interest of fairness and transparency Mhlathuze Water's response to such a query will then be made available to the other Respondents who have collected bid advert documents.
- b) After the closing date of the bid advert, a Respondent may only communicate with the Contract Specialist of Mhlathuze Water **Sihle Mndaweni**, emails tenders@mhlathuze.co.za or phone number **035 902 1037** on any matter relating to its bid advert.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 13 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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 BID ADVERT

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

8. COMPLIANCE

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

9. ADDITIONAL NOTES

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 14 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT
IN BID 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 bid advert and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

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

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

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

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 15 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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

11. LEGAL REVIEW

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

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 16 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

PART T1
TENDERING PROCEDURES

T 1.2 Tender Data

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 17 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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).

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 Conditions of Tender.

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

Clause Number	Addition or Variation to Standard Conditions of Tender
F.1.1	The Employer is Mhlathuze Water
F.1.2	The tender documents issued by the employer comprise: Part T1 Tender Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2 Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules Part C1 Agreements And Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2 Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 18 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
	Part C3 Scope of work C3.1 Description of work C3.2 Employer's Agenting C3.3 Preferential Procurement Procedures C3.4 Construction C3.5 Management C3.6 Specification Data Part C4 Site Information C4.1 Locality Part C5 Tender Drawings C5.1 List of Tender Drawings Part C6 Tender Annexures Part C7 Special Conditions of Contract Annexure A - Electronic Book of Drawings Annexure B – Excel Tender BoQ (for information only)
F.1.3	Contract Period: 180 days (including special non-working days)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 19 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
F.1.4	The Employer's Agent's details are as follows: Name : Sithelo Ngubane Company : Mhlathuze Water Address : Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900 Tel. No. : +27 (0) 35 902 1185 Fax No. : +27 (0) 35 902 1111 E-Mail : sngubane@mhlathuze.co.za
F.2.1	Eligibility Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: b. Submit all compulsory returnable listed below. 1. The tenderer completed the Bidder's Declaration of Interest 2. Active Contractor's Certificate of Registration with CIDB Grading (2ME/EP or higher) 3. COID's Letter of Good Standing or Similar. 4. Compulsory briefing certificate 5. Company registration documents Failure to submit the above requested information will lead to disqualification.
F.2.4	All work produced, including records, documents pertaining to this tender shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.7	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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 20 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
F.2.8	Accept that failure to request clarification on tender documents, in at least 5 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of tender documents submitted in less than 5 working days prior to the closing date.
F.2.12	Criteria for alternative tender offers No alternative tender offers will be accepted.
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 address for delivery of tender offers and identification details to be shown on each tender offer package are as follows: Location of Tender Box : Security Gate 2 Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900 Identification Details : MW/82/3/2022/2023 DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION 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
F.2.13.6	A two-envelope procedure will NOT be followed.
F.2.15.1	The closing time for submission of tender offers is @ 12h00 on the 24 April 2023

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 21 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.
F.3.7	Accept that failure to submit certificates stated in the Tender Data and failure to complete in full the tender document shall result in tender being regarded as non-responsive.
F.2.16.1	The tender offer validity period is 180 working days from the tender closing date. If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the closure of business on the next working day.
F.2.18	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.
F.2.20	Upon request by the Employer, the successful Tenderer shall submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
F.2.22	Return all retained tender documents within 14 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 9 4. 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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 22 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
	Joint ventures are eligible to submit tenders provided that: 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined.
F.3.3	Site meeting / Briefing session A compulsory briefing session will be held at Mhlathuze Water Head Office, located Cnr of South Central Arterial and Battery Bank, Alton, Richards Bay at Nsezi Water Treatment Works. A site inspection will be done after the meeting.
F.3.4	Tenders will be opened in public. Open tender system will be implemented. Submissions must be placed in the Mhlathuze Water tender box situated at the Security Gate 2 before 12h00 on 24 April 2023 Submission must be in an envelope that is clearly marked - MW/82/3/2022/2023: DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS – COMPLETION, and addressed to Mhlathuze Water–Supply Chain Management.
F.3.11	The responsibility rests with the prospective tenderer to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.4	Method 2: Financial offer and Preference.
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 90$
F.3.11.8	Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. 80/20 • 80 Price • 20 Specific goals

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 23 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender																	
F 3.11.5	Pre-qualification criteria The pre-qualification criteria and maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes: Total maximum points for Functionality Items is 60. The minimum number of points to be obtained for Functionality (based on the Criteria below) shall be 46 points of the maximum points for the tenderer to be evaluated further. The table below lists the breakdown of the scoring criteria and the sub-minimum score per functionality criteria. A sub-minimum score as per the table below must be scored on the Tenderers Experience and Key Personnel functionality criterion. <table><tr><th>Criteria</th><th>Point Allocation</th></tr><tr><td>1. Company Experience</td><td>10</td></tr><tr><td>2. Project value</td><td>10</td></tr><tr><td>3. Experience of Key Personnel</td><td></td></tr><tr><td>3.1. Experience of the Site Agent</td><td>10</td></tr><tr><td>3.2. Experience of the Trade Tested Artisan</td><td>10</td></tr><tr><td>4. Locality</td><td>20</td></tr><tr><td>Total</td><td>60</td></tr></table>	Criteria	Point Allocation	1. Company Experience	10	2. Project value	10	3. Experience of Key Personnel		3.1. Experience of the Site Agent	10	3.2. Experience of the Trade Tested Artisan	10	4. Locality	20	Total	60	
Criteria	Point Allocation																	
1. Company Experience	10																	
2. Project value	10																	
3. Experience of Key Personnel																		
3.1. Experience of the Site Agent	10																	
3.2. Experience of the Trade Tested Artisan	10																	
4. Locality	20																	
Total	60																	
	1. <u>Company Experience</u> <table><tr><td>Relevant experience in Construction Projects in the built environment in the past 10 years</td><td>MAX 10</td><td></td></tr><tr><td>1 Projects</td><td>2</td><td rowspan="5"></td></tr><tr><td>2 Project</td><td>4</td></tr><tr><td>3 Projects</td><td>6</td></tr><tr><td>4 Projects</td><td>8</td></tr><tr><td>5 Projects and more</td><td>10</td></tr><tr><td>TOTAL FOR COMPANY EXPERIENCE</td><td>MAX 10</td><td></td></tr></table>	Relevant experience in Construction Projects in the built environment in the past 10 years	MAX 10		1 Projects	2		2 Project	4	3 Projects	6	4 Projects	8	5 Projects and more	10	TOTAL FOR COMPANY EXPERIENCE	MAX 10	
Relevant experience in Construction Projects in the built environment in the past 10 years	MAX 10																	
1 Projects	2																	
2 Project	4																	
3 Projects	6																	
4 Projects	8																	
5 Projects and more	10																	
TOTAL FOR COMPANY EXPERIENCE	MAX 10																	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 24 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender		
	<u>2. Project Value</u>		
	Bidder's value of any individual project undertaken in the in the last 10 years	MAX 10	
	Between R100 000 – R 200 000	2	
	Between R200 000 – R 250 000	4	
	Between R250 000 – R 300 000	6	
	Between R300 000 – R 400 000	8	
	Greater than R400 000	10	
	TOTAL FOR COMPANY EXPERIENCE	MAX 10	
	It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties or alternatively, completed schedule 10 per project with clear project scope in order to claim points for projects listed in Schedule 3.1. Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project, letter shall include project value and period of performance. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. Only completed projects will be considered Returnable Schedule 3.1, 3.2 & 10 is included in the tender document. <u>3 Experience of Key Personnel</u> Detailed CV, certified copies (not older than 3 months) of qualifications and registration certificates must be attached in order to score points.		
	3.1. Experience of the Site Agent		
	The Site Agent must have a minimum qualification of National Diploma in Mechanical/Electrical Engineering.	MAX 10	
	Name of key personnel to be assessed:		
	2<3 Years relevant post qualification experience.	2	
	3<4 Years relevant post qualification experience	5	
	4<5 Years relevant post qualification experience	7	
Greater than 5 Years relevant post qualification experience	10		
TOTAL FOR KEY PERSONNEL	MAX 10		

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 25 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender		
	3.2. Experience of the Trade Tested Artisan		
	The Artisan must have a minimum NQF Level 4 Qualification in Electrical/Mechanical/Millwright and be trade tested.	MAX 10	
	Name of key personnel to be assessed:		
	2<3 Years relevant post qualification experience.	2	
	3<4 Years relevant post qualification experience	5	
	4<5 Years relevant post qualification experience	7	
	Greater than 5 Years relevant post qualification experience	10	
	TOTAL FOR KEY PERSONNEL	MAX 10	
	4. Locality		
	Note: detailed CV and certified copies of qualifications and certificates must be attached in order to claim points.		
	- Locality		
	-Within City of Mhlathuze	20	
	-Outside City of Mhlathuze but within King Cetshwayo DM	15	
	-Outside King Cetshwayo Boundaries	0	
	TOTAL FOR LOCALITY	MAX 20	
Note: Points for locality will only be scored if the bidder must submit either a valid lease agreement or municipal rates bill not older than 3 months or signed traditional council’s letter or Ward councillor’s signed letter confirming business operating address. An intent to lease an office will not be accepted.			
F3.13	Add the following to the clause: Accept that tender offers will only be accepted if: (a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services. (b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (c) the tenderer has not: (i) abused the Employer’s Supply Chain Management System; or (ii) failed to perform on any previous contract with the Employer and has been given a written notice to this effect.		

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 26 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Clause Number	Addition or Variation to Standard Conditions of Tender
	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION –

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 27 of 226

**MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION**

**PART T1
TENDERING PROCEDURES**

**PART T1
TENDERING PROCEDURES**

T 1.3 Standard Conditions of Tender

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 28 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

STANDARD CONDITIONS OF TENDER

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 29 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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 organisation 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 30 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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 Employer's Agenting 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 31 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 32 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 33 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 34 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 35 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 36 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 37 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

- 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 38 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 39 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 40 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 41 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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;

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 42 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

- 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 43 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 44 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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: ELIGIBILITY

The test for Eligibility the following:

STAGE ONE: Test for Administrative Responsiveness	BID Reference
The tenderer completed the Bidder's Declaration of Interest	
Active Contractor's Certificate of Registration with CIDB Grading (2ME/EP or higher)	
COID's Letter of Good Standing or Similar.	
Compulsory briefing certificate	
Company Registration documents	

The test for Eligibility [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for administrative responsiveness

STAGE TWO: TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

STAGE TWO: Test for Administrative Responsiveness	BID Reference
Whether the Bid has been lodged on time	
Whether all compulsory Returnable Documents and/or schedules (where applicable) were completed and returned by the closing date and time	
Verify the validity of all returnable documents	

The test for administrative responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 45 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

STAGE THREE: TEST FOR SUBSTANTIVE RESPONSIVENESS TO THE BID

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

Pre-Qualification Criteria	BID Reference
pre-qualification criteria set by Mhlathuze Water	
Price and preference	

END OF SECTION –

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 46 of 226

**MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION**

PART T2

RETURNABLE DOCUMENTS

T 2.1 List of Returnable Documents

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 47 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

RETURNABLE DOCUMENTS

Tenderers are required to submit the following with their tenders:

Schedule No.	Description	Submitted YES / NO
A	Proof of Company Registration Documents	
B	Contractor's Certificate of Registration with CIDB Grading (2ME/EP)	
C	COID's Letter of Good Standing or Similar	
D	Certified Copies of Identity Documents of Shareholders/Members/Directors of the Business	
E	A certified copy of Vat Registration Certificate (if vat number not included in the tax clearance certificate)	
F	A signed copy of Partnership / JV Agreement (where applicable)	
G	A certified valid copy Of BBBEE Certificate or a Sworn Affidavit if Company is an EME or QSE	
H	Proof of registration with National Treasury Central Supplier Database (CSD)	
I	Preliminary Programme, Cash Flow and Staff Organogram	
J	Curriculum Vitae With certified copies of Qualifications and certificates of Key Personnel	
K	Quality, Environmental, and H&S Management System / plans	
L	Tax compliance status pin(SARS)	
M	Proof of Business Address	

Note: Failing to submit document A to C will lead to disqualification. However other documents will not lead to disqualification but will score zero to technicality functionality. For none scoring documents, the successful bidder will have the opportunity to submit when requested.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 48 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

A. PROOF OF COMPANY REGISTRATION DOCUMENTS

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 49 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

B. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 50 of 226

**MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION**

C. COID LETTER OF GOOD STANDING OR SIMILAR

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 51 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

**D. CERTIFIED COPIES OF ID DOCUMENTS OF SHAREHOLDERS/ MEMBERS/
DIRECTORS OF THE BUSINESS AND PARTNERS. (NOT APPLICABLE IF A COMPANY
IS A 100 % SUBSIDIARY)**

[Certified Copies of ID documents to be inserted here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 52 of 226

**MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION**

E. A CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE (IF VAT NUMBER NOT INCLUDED IN THE TAX CLEARANCE CERTIFICATE).

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 53 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

F. A SIGNED COPY OF PARTNERSHIP / JV AGREEMENT (WHERE APPLICABLE)

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 54 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

G. A CERTIFIED VALID COPY OF BBBEE CERTIFICATE OR A SWORN AFFIDAVIT IF COMPANY IS AN EME OR QSE

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 55 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

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

[Proof of registration with National Treasury central supplier database (CSD) to be inserted here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 56 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

I. PRELIMINARY PROGRAMME, CASH FLOW AND STAFF ORGANOGRAM

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 57 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

**J. CURRICULUM VITAE WITH CERTIFIED COPIES OF QUALIFICATION AND
CERTIFICATES OF KEY PERSONNEL**

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 58 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

K. QUALITY, ENVIRONMENTAL, AND H&S MANAGEMENT SYSTEM

Tick the following as appropriate:

Quality Management System

- ☐ (1) The tenderer is ISO 9001 certified (attached)
- ☐ (2) The tenderer has its own internal quality management system (attached)
- ☐ (3) The tenderer does not have an internal quality management system

Environmental Management System

- ☐ (1) The tenderer is ISO 14001 certified (attached)
- ☐ (2) The tenderer has its own internal environmental management system (attached)
- ☐ (3) The tenderer does not have an internal environmental management system

Health and Safety Management System

- ☐ (1) The tenderer is ISO 18001/45001 certified (attached)
- ☐ (2) The tenderer has its own internal H&S management system (attached)
- ☐ (3) The tenderer does not have an internal H&S management system

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 59 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

L. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

No contract may be awarded to a person who has failed to submit an original valid Tax Clearance matters or Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Matters or Certificate or Pin must be submitted as valid with the tender before the closing time and date of the tender.**

Each party to a Consortium /Sub-contractors must complete a separate Tax Clearance Certificate.

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Original valid Tax Clearance Certificate obtained from the new TCS system. All Bidders are required to provide the following to Mhlathuze Water in order to enable it to verify their tax compliance status:

Trading Name: _____

Tax reference number: _____

Request reference number: _____ and

PIN: _____.

No tender may be awarded to any tenderer whose tax matters have not been declared to be in order by SARS.

[Tax Clearance information must be provided and attached to this page as requested above as obtained from TCS Systems of SARS]

[Failure to provide an original and valid Tax Clearance Certificate or proof of requested Tax Compliance Status Information (with PIN) will invalidate the tender]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 60 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

M. PROOF OF BUSINESS ADDRESS

Bidder must submit either a valid lease agreement or municipal rates bill not older than 3 months or signed traditional council's letter or Ward councilor's signed letter confirming business operating address. An intent to lease an office will not be accepted.

[Attach copies here]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 61 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

PART T2
RETURNABLE DOCUMENTS

T 2.2 Returnable Schedules

Tenderers are required to submit the following schedules with their tenders:

Schedule No	Description	Submitted (Yes/No)
Schedule 1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
Schedule 2	AUTHORITY OF SIGNATORY	
Schedule 3.1	COMPANY EXPERIENCE IN WATER SUPPLY PROJECTS (BOREHOLES, RETICULATION, OR SIMILAR) IN THE PAST 10 YEARS	
Schedule 3.2	SCHEDULE OF COMPLETION CERTIFICATES AND / OR REFERENCE LETTERS	
Schedule 4	CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING	
Schedule 5	TENDERER BANK DETAILS	
Schedule 6	ADDENDA / NOTICE(S) ISSUED TO TENDERERS	
Schedule 7	ALTERATIONS / AMENDMENTS BY TENDERER	
Schedule 8	DECLARATION OF INTEREST	
Schedule 9	PREFERENCE POINTS CLAIM FORM	
Schedule 10	SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION	
Schedule 11	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
Schedule 12	AUTHORITY TO SUBMIT A TENDER	
Schedule 13	CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS	
Schedule 14	SUPPLIER INTEGRITY PACT	
Schedule 15	MHLATHUZE WATER SUPPLIER DECLARATION FORM	
Schedule 16	MUTUAL NON-DISCLOSURE AGREEMENT	
Schedule 17	TENDER CLARIFICATION REQUEST FORM	
Schedule 18	CREDIT CHECK AND REFERENCE	
Schedule 19	PROTECTION OF PERSONAL INFORMATION ACT CONSENT	

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 62 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Essential Returnable

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number (if any)

Section 3: Particulars of sole proprietors and partners in a partnership

Name	Identity Number	Personal Income Tax Number

NB: Section 3 to be completed only if a tenderer is a sole proprietor or partnership

Section 4: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 5: Records in the service of the State

Indicate by marking the relevant boxes with a cross ☒, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been, within the last 12 months, in service of any of the following:

☐	a member of any municipal council
☐	a member of the National Assembly or the National Council of Province
☐	a member of the board of directors of any municipality
☐	an official of any municipality or municipal entity
☐	an employee of Parliament or a provincial legislature

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 63 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

☐	a member of an accounting authority of any national or provincial public entity
☐	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐	a member of any provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, manager, director, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (i.e. current or within the last 12 months)

NB: Please attach a separate page if necessary.

Section 6: Record of spouses, children, relatives, parents in the service of state

Indicate by marking the relevant boxes with a cross ☒, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been, within the last 12 months, in service of any of the following

☐	a member of any municipal council
☐	a member of the National Assembly or the National Council of Province

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 64 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

	a member of the board of directors of any municipality
	an official of any municipality or municipal entity
	an employee of Parliament or a provincial legislature
	a member of an accounting authority of any national or provincial public entity
	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
	a member of any provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child, relative or parent	Name of institution, public office, board or organ of state and position held	Status of service (i.e. current or within the last 12 months)

NB: Please attach a separate page if necessary.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 65 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Section 7: List of partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI STATUS (YES/NO)	DATE OF OWNERSHIP	% OWNED	VOTING %

NOTE: where owners are themselves a company, close corporation, partnerships etc. identify the ownership of the holding firm.

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

- (i) confirms that neither the name of the enterprise or the name of any partner, manager, director or any other person who partly or wholly exercises or may exercise control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (ii) confirms that no partner, member, director or any other person, who partly or wholly exercise or may exercise control over the enterprise has, within the last five (5) years been convicted of fraud or corruption;
- (iii) confirms that he/she or any of the partners, members, directors or any other person is not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (iv) confirms that the contents of this questionnaire are within his/her personal knowledge and are to the best of his/her belief both true and correct.

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

Name: _____ **Position:** _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 66 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 2: AUTHORITY OF SIGNATORY

Essential Returnable

Tenderers shall submit with their tenders the following information:

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

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

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

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

Mr/Ms (*Print Name*)

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

(*Print Company Name*)

.....
.....

Signed on behalf of Company :

In his/her capacity as :

Date :

SIGNED ON BEHALF OF TENDERER:

SIGNATURE OF SIGNATORY:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 67 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS –
COMPLETION

Essential Returnable

SCHEDULE 3.1: COMPANY EXPERIENCE IN WATER SUPPLY PROJECTS (BOREHOLES, RETICULATION, OR SIMILAR) IN THE PAST 10 YEARS

Company (Client) Name, Company Representative contact details	Project Description	WATER SUPPLY PROJECTS (BOREHOLES, RETICULATION, OR SIMILAR)	Contract Duration (Start and End date)	Contract Value

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 68 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS –
COMPLETION

Company (Client) Name, Company Representative contact details	Project Description	WATER SUPPLY PROJECTS (BOREHOLES, RETICULATION, OR SIMILAR)	Contract Duration (Start and End date)	Contract Value

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 69 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties or alternatively, completed schedule 10 per project with **clear project scope** in order to claim points for projects listed in Schedule 3.1. Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.

Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 70 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Essential Returnable

SCHEDULE 3.2: SCHEDULE OF COMPLETION CERTIFICATES AND / OR REFERENCE LETTERS

It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties or alternatively, completed schedule 10 per project with **clear project scope** in order to claim points for projects listed in Schedule 3.1. Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.

Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.

[Attached completion certificates to this sheet]

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 71 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

**Schedule 4: 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:	Nsezi Water Treatment Works	
On (date)	12 April 2023	Starting time: 13h00

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 72 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 5: TENDERER BANK DETAILS

Essential Returnable

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 73 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 6: ADDENDA / NOTICE(S) ISSUED TO TENDERERS

Essential Returnable

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

(NB: Addendum/Addenda shall only be made available to Tenderers who attended the Site Clarification Meeting.). Bidders must acknowledge that they received addenda notice.

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

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

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

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 74 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 7: ALTERATIONS / AMENDMENTS BY TENDERER

Essential Returnable

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

Page No.	Clause / Description

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

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 75 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 8: DECLARATION OF INTEREST

Essential Returnable

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal, or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 76 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
 presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
 connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
 the appropriate authority to undertake remunerative
 work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
 document?

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 77 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

2.1 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 78 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Number	Income Reference	State Number / Number	Employee / Persal

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 79 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

4 DECLARATION

I, the undersigned (name).....

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me should this declaration prove to be false.

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 80 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

SCHEDULE 9: PREFERENCE POINTS CLAIM FORM

SBD 6.1

Essential Returnable

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 81 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 82 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

3.1.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 83 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The following table is a reflection of the specific goals that were discussed and approved for 80/20 projects for construction; professional services and goods or services:

MW Specific Goals	MW Specific Goals Narrative	80/20
Race (HDP)	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	4
Gender (HDP)	Female Equity Ownership (51%)	4
Disability (HDP)	In respect of a person, a permanent impairment of a physical, intellectual or sensory function.	3
Black Youth	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	5
Black People Living in Rural Areas	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2
Black Military Veterans	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2
Total number of preferential procurement points		20

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 84 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 85 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Essential Returnable

SCHEDULE 10: SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION

TENDERER to complete A, B, D & 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/82/3/2022/2023

Description : _____

Estimated Performance Period 3 Months

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

Description : _____

Date started: / Date completed : / Value on completion : R Incl. VAT

E : 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 : _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 86 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

H :DETAILS OF SIGNATORY ABOVE

Full Names :

Capacity :

Landline : _____ **Cell phone :**

Email :

COMPANY STAMP: REFEREE

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 87 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Essential Returnable

SCHEDULE 11: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SANS 1286:2017 as follows:

$$LC = [1 - x / y] * 100$$

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 88 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SANS 1286:2017 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 89 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SANS 1286:2017) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold	Threshold Offered by the Tenderer
Conveyance Pipes	80% to 100%	%
Electrical Cables	90%	%
Pumps	70%	%
Valves	100%	%
Steel Value Added Products	100%	%
Plastic Pipes	100%	%

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 90 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

4. Does any portion of the services, works or goods offered have any imported content?

(*Tick applicable box*)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(*Tick applicable box*)

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

- 5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 91 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

(c) Telephone and cell number:

(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 92 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SANS 1286:2017)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 93 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS – COMPLETION

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS 1286:2017; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SANS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SANS 1286:2017	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SANS 1286:2017.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SANS 1286:2017, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 94 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS –
COMPLETION

SATS 1286.2011												
Annex C												
Local Content Declaration - Summary Schedule												
(C1) Tender No.												Note: VAT to be excluded from all calculations
(C2) Tender description:												
(C3) Designated product(s)												
(C4) Tender Authority:												
(C5) Tendering Entity name:												
(C6) Tender Exchange Rate:	Pula		EU		GBP							
(C7) Specified local content %												
Calculation of local content Tender summary												
Tender item no's	List of items	Tender price - each (exd VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
								(C20) Total tender value	R 0			
								(C21) Total Exempt imported content	R 0			
								(C22) Total Tender value net of exempt imported content	R 0			
								(C23) Total Imported content	R 0			
								(C24) Total local content	R 0			
								(C25) Average local content % of tender				
Signature of tenderer from Annex B _____ Date: _____												

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	MARCH 2023	Page 95 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Essential Returnable

SCHEDULE 12: 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 _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 96 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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.

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 97 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C. Certificate for Joint Venture (Where applicable)

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 98 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Essential Returnable

SCHEDULE 13 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

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:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 99 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 100 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCHEDULE 14: 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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 101 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 102 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 103 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 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.
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DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 104 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 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:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 105 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 106 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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

- 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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 107 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 108 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 109 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Essential Returnable

SCHEDULE 15: MHLATHUZE WATER SUPPLIER DECLARATION FORM

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	SEPTEMBER 2022	Page 110 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCHEDULE 16: MUTUAL NON-DISCLOSURE AGREEMENT

Essential Returnable

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

DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

(“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, Employer’s Agenting, 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;

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 111 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 112 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 113 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 114 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 115 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCHEDULE 17: TENDER CLARIFICATION REQUEST FORM

Essential Returnable

RFP deadline for questions / RFP Clarifications: **12h00 on Friday 11 November 2022**

TO: Mhlathuze Water

ATTENTION: Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 116 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Essential Returnable

SCHEDULE 18: CREDIT CHECK AND REFERENCE

I consent to you making enquiries about my credit record with credit reference agencies when assessing this tender or quotation or updating my information in future.

Yes		No	
-----	--	----	--

Mhlathuze Water shall ensure that all necessary precautions are taken to ensure that all Information received or collected is:

- i. Properly and accurately recorded, maintained, collated, synthesised and/or processed;
- ii. Protected against loss;
- iii. Protected against unauthorised access, use, modification or disclosure;

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 117 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Essential Returnable

SCHEDULE 19: PROTECTION OF PERSONAL INFORMATION

Act Consent

I, the duly authorised undersigned person of _____ (the bidding entity), hereby grant the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 (Act No. 4 of 2013) to Mhlathuze Water for the use of personal information relating to the company, its owner(s), employees and/or any associated persons (where applicable) for the legitimate purposes relating to this tender submission only and as such this POPI will be strictly enforced for the bidder's protection.

Signed

Date

Name

Position

Tenderer

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 118 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C1

AGREEMENTS AND CONTRACT DATA

C 1.1 Form of Offer and Acceptance

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 119 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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/82/3/2022/2023

DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender 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 Tender Data, whereupon the Tenderer becomes the party named as the Supplier in the Conditions of Contract identified in the Contract Data.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 120 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Signatures

Name(s)

Capacity

Date

for the Tenderer

(Name and address of organisation)

Names & signatures of witnesses

Signatures

Name(s)

Date

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 121 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

ACCEPTANCE

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

The terms of the contract, are contained in

- Part T1 Tendering Procedures
- Part T2 Returnable Documents
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information
- Part C5 Tender Drawings
- Part C6 Tender Annexures
- Part C7 Special Conditions of Contracts

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 122 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Signatures

Name(s)

Date

for the Purchaser

Names & signatures of witnesses

Signatures

Name(s)

Date

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 123 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCHEDULE OF DEVIATIONS

Notes :

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

1. Subject

Details

2. Subject

Details

3. Subject

Details

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 124 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

4. Subject

Details

5. Subject

Details

6. Subject

Details.....

By the duly authorised representatives signing this Schedule of Deviations, the Purchaser and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance.

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 125 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

FOR THE TENDERER:

Signatures

Name(s)

Capacity

Date

for the Tenderer

_____ (Name and address of organisation)

Names & signatures of witnesses

Signatures

Name(s)

Date

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 126 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity.....
.....
.....
.....

for the Purchaser _____ (Name and address of organisation)

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

END OF SECTION -

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 127 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C1
AGREEMENTS AND CONTRACT DATA

C 1.2 Contract Data

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 128 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Employer's Agenting. (Short title: "General Conditions of Contract 2015" or GCC 2015 edition). As amended

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

The General Conditions of Contract are bound into this document, or are available at the Contractor's expense from the Secretary of the South African Institution of Civil Employer's Agenting, Private Bag X200, Halfway House, Midrand, 1685.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

SCC 1.1 Definitions

The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:

SCC 1.1.1.2 "Bill of Quantities"

Add the following:

Also referred to as Bills of Quantities.

SCC 1.1.1.5 "Commencement Date "

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 129 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Add the following:

"or such other date as specified or stated in a written notice to the Contractor."

SCC 4.5.4 Contractor to be compensated

For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of subclause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities.

SCC 5.4.2 Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by MW staff, other contractors and the general public is required.

SCC 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

SCC 5.12.2 Some reasons for extension of time

Add the following to subclause 5.12.2.2 abnormal climatic conditions:

"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme. Extension of time for abnormal rainfall will be considered as set out in the Project Specification.

Replace subclause 5.12.2.4 with the following:

"Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."

SCC 5.12.2.5 "Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering."

SCC 5.12.3 Relevant Adjustments to General Items

Add the following:

"In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 130 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."

SCC 6.5 Dayworks

"Gross remuneration" referred to in subclause 6.5.1.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc.

"Net cost of materials" referred to in subclause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.

SCC 6.8.2 Application of Contract Price Adjustment Factor

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

The proportion not subject to adjustment: $x = 0.15$.

The base month will be the month prior to the month in which tenders close.

The Index shall be based on January 2018 and December 2020 for fuel.

	STATS SA Statistical Release	Table	Description	Coefficient
"L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.25
"P" is the "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.15
"M" is the "Materials Index"	P0151.1	Table 6	Civil Employer's Agenting Material (Total)	c = 0.55
"F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.05

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 131 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCC 6.9.3 Identification of plant and material

Add the following :

"Materials or equipment allowed by the Employer's Agent to be temporarily stored off-site, on the premises of a manufacturer or supplier, must be stored in separate containers or compartments and must be properly and conspicuously marked and identified to the effect that the Employer is the sole owner of the materials or equipment. Proof of payment or advanced payment guarantee, and material cession will be required."

SCC 6.10.1.9 Cession Payments

Cession payments are to be handled in line with National treasure regulations

SCC 6.11.1 Variations Orders

VOs to be handled inline with MW Technical Services SOP and National Treasury Regulations

SCC 7.4.4 Cost of test specimens and tests

Replace the comma after the word "them" in the last line of subclause 7.4.4.1 with a fullstop, and replace the word "and" with the following:

"The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"

SCC 10 Claims and disputes

Add the following additional subclause:

SCC 10.1.1.4 "Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1 "

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 132 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCC 11 New Clauses

SCC 11.1 "As-built" Information

As the work progresses the Contractor shall keep full records of all positions (XYZ co-ordinates) of all structures, pipelines, chambers, standpipes, existing pipelines, sizes and classes, valve positions and associated civil, structural, mechanical, electrical and control infrastructure elements. Handheld GPS co-ordinates of the above-mentioned, drafted on a layout drawing will **NOT** be accepted. An accuracy of 100mm either side of the pipelines is required. Any amendments to and deviations from the drawings issued to the Contractor at the start of the Contract must be kept up to date. The true positions, invert levels, ground levels and degrees of longitude and latitude of all previously constructed and new services shall be indicated on the drawings, for which purpose the Contractor shall be issued a separate set of drawings at no cost, from the Employer's Agent. Further, detailed as-built drawings along the pipeline routes, including air valves, scour valves and isolating valves, and of each of the reservoirs (new and existing), break pressure tanks constructed is to be provided, inclusive of inlet and outlet configurations.

The Contractor is required to submit this information on a monthly basis together with his monthly progress payment certificate. Time related P&G items will only be certified on submission of such information. The completion certificate shall only be issued after the Employer's Agent has received a properly completed set of "As-Built" drawings from the Contractor, both in hard copy format and in electronic format (dwg) and ascii) prepared by an Employer's Agenting surveyor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the Contract Price. The final set of "As-Built" drawings shall be submitted no later than 14 days after the certificate of practical completion for the Works has been issued. A certificate of Completion will be not be issued until this information has been duly submitted to the Employer's Agent.

SCC 11.2 Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

C 1.2.2 CONTRACT DATA

The Contract Data consist of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Service Provider. The following Contract Data applies to this Contract:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 133 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.13	The Defects liability period is Twelve (12) months from the date of the Certificate of Completion
1.1.1.14	The maximum time for achieving Practical Completion of the whole of the Works is 60 days, inclusive of special non-working days.
1.1.1.15	The Employer is: MHLATHUZE WATER The authorized and designated representative of the Employer is: Name : Sithelo Ngubane The address for receipt of communication is: Telephone : 035 902 1185 Fax : 035 902 1111 E-Mail : sngubane@mhlathuze.co.za Address : P.O. Box 1264 RICHARDS BAY, 3900
1.1.1.16	The Employer's Agent will be: Name : Sithelo Ngubane The address for receipt of communication is: Telephone : 035 902 1185 Fax : 035 902 1111 E-Mail : sngubane@mhlathuze.co.za
1.1.1.26	The Pricing Strategy is a re-measurement Contract
1.3.5	Add the following new Clause: The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 134 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	to any person or organization without the prior approval of the Employer to this effect.
3.2.3	The Employer's Agent is, in terms of his appointment by the Employer for the administration of the Works may: 3.2.3.1 Issue an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions. 3.2.3.2 Issue an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3 3.2.3.3 Approve any claim submitted by the Contractor in terms of Clause 10.
4.1.2	Add the following to the clause: The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s) for minimum R500 000.00 4.1.2.3 Design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 Design drawings and workshop details (both signed by the relevant professional Engineer/Specialist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF or DWG electronic format after completion of the Works. The Contractor shall be responsible for the design, construction and commissioning of works.
4.3.1	Add the following to the clause: The Contractor shall comply with the Client OHS specifications, Occupational Health and Safety Act (Act No. 85 of 1993), General regulations , Health regulations , Mechanical regulations, Electrical regulations and Construction

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 135 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	regulations 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor shall comply with all health and safety standards as promulgated in terms of Section 44 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of: • Construction work notice • Approved Health and Safety Plan and approval letter from the clients OHS agent. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days of the Commencement Date.
4.3.3	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer or the Employer's Agent may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.4	Add the following new clause: Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer and the Employer's Agent in writing of all Incidents / Accidents / Section 24 incidents, near misses that could have

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 136 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	resulted in section 24 incidents ,investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Client OHS specifications, Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.5	Add the following new clause: Contractor's Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
4.3.6	Add the following new clause: The Contract shall be construed to be interpreted in English.
4.4	Where Contractors do not comply with Mhlathuze Water's strategic transformation specific goals and are not minimum 51% Black owned and entered into a joint venture or sub-contract with a 100% black owned company in order to qualify for the tender Mhlathuze Water will make payment to the sub-contractor directly.
4.4.5	Delete the contents of the clause and insert the following: Any consent granted in accordance with Clause 4.4 or appointment of a sub-contractor in accordance with Clause 4.4.4 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees. The Employers Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 137 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	to the Contractor by the Employers Agent, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works. The withdrawal by the Employers Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.4 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.
4.10.3	Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	The Contractor shall (subject to the provisions of Clause 4.3.1) commence executing the works within a period of 28 days from the Commencement Date.
5.3.1/5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days The documentation required before commencement with Works execution are: Construction Programme Health and Safety Documentation including: • Health & Safety Plan • Health & Safety File • Letter of Good Standing • Public Liability Insurance • Professional Indemnity Insurance • Signed appointment letters and competencies Quality Management Plan • The Contractor shall deliver his guarantee and insurance within 14 days of the Commencement Date. The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. Add the following to the first paragraph of this clause:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 138 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent. Replace the last paragraph of the clause with the following: The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificate of Completion in respect of the whole of the Permanent Works.
5.5.1	The time for achieving Practical Completion of the whole of the Works is 120 days (including special non-working days)
5.6.2	Add the following to the clause: The Contractor shall deliver his detailed cash flow forecast (which ties to the programme) within 14 days of the Commencement Date.
5.7.1	Add the following to the clause: No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working days are Sundays and the special non-working days are: • And all South African statutory holidays. • The year end break as defined by the South Africa Federation of Civil Employer's Agenting Contractors (SAFCEC). The Contractor may request, in writing, permission to work during this period. Approval of the request is at the sole discretion of Mhlathuze Water and the Employers agent. There will be no special compensation for working during this period.
5.13	5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty/ies for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 139 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	the actual Date of Practical Completion of the Works or of the specific portion. The penalty for failing to complete the Works is: 0.1% of the offered total of prices excluding VAT per calendar day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 Certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 Occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances. 5.13.2.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.2.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor. 5.13.2.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 5.14.5. 5.13.2.6 If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: 5.13.2.7 Fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or 5.13.2.8 Utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 140 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
	5.13.2.9 Utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 0.1% of the total of prices excluding VAT per calendar day. The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
5.16.3	The latent defect period is Ten (10) years
6.1	N/A
6.1.1	N/A
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. Refer to clause SCC 6.8.2.
6.8.3	Price Adjustments for variations in the cost of special materials is NOT allowed.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into Permanent Works is Eighty percent (80%) subject to the approval of the Employer's Agent and subject to conditions of Clause 6.9.3.
6.10.3	The limit of retention money is: 10 % to a maximum of 5% of the offered total of prices excluding VAT. Add the following to the clause: A Retention Money Guarantee is not permitted.
6.10.4	In line 4 delete the word "said" and insert the word "correct".

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 141 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Clause	Contract Data
6.11.1.3	In line 3 of the second paragraph delete "15 per cent" and replace it with "25 per cent".
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
8.6.1.3	The minimum amount of Liability Insurance and Professional Indemnity cover required will be R 500 000,00 per event, the number of events being unlimited.
8.6.6	Add the following to the clause: Proof of insurance shall be submitted to the Employer prior to Commencement of the Works, and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within fourteen (14) days of the Date of Commencement.
10.5.1	Dispute resolution shall be by standing adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is: one.
10.7.1	If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 142 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.8	The name of the Contractor is:
1.2.2	The address of the Contractor is:
6.2.1	The security to be provided by the Contractor shall be one of the following: Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works, to a maximum of 5 % of the value of the Works (Contract Sum). Reduced to 2.5% upon practical completion of the Works and 0% upon final completion of the Works. The liability of the Performance guarantee shall be up to the issue of the Certificate of Completion, when the guarantee shall be returned to the Contractor.
6.8.3	The variation in cost of special materials is NOT allowed

-END OF SECTION-

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 143 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C1
AGREEMENTS AND CONTRACT DATA

Annexure A: Form of Guarantee/Performance Guarantee (For Execution of Contract)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 144 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Mhlathuze Water

Contract No.MW/82/3/2022/2023

DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER
TREATMENT WORKS - COMPLETION

To be supplied on the official letterhead of "The *Bank/Company*")

DEMAND GUARANTEE FOR EXECUTION OF CONTRACT

Whereas **MHLATHUZE WATER**

(hereinafter called "the Employer")

have awarded _____ for the _____

(hereinafter called "the Contract")

to:.....

(hereinafter called "the Contractor")

we, the undersigned

_____ and _____

(Name)

(Name)

acting herein as

_____ and _____

(Position)

(Position)

of _____

(herein after called "the *Bank/Company*")

and being duly authorised to sign and incur obligations in the name of the *Bank/Company*, hereby irrevocably and unconditionally guarantee and undertake on behalf of the *Bank/Company* that:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 145 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 1.0 The *Bank/Company* shall:
- 1.1 pay within 14 (Fourteen) days to the Employer on receipt of its first written demand in respect of any particular amount and without proof of any breach of Contract by the Contractor other than the certificate specified in 1.2 below, amounts in total not exceeding:
- R.....(contract price).....(contract price in words) (Amount to be equal to 10 per cent of the Contract Price at the time that the Agreement comes into effect).*
hereinafter referred to as the "guaranteed amount"
- 1.2 make such payment(s) to the Employer upon receipt by the *Bank/Company* of a certificate signed by the Employer's Agent appointed in terms of the Contract stating that, in his opinion, the Employer is entitled in terms of the Contract to call on the *Bank/Company* to make payment and stating the amount which, in the Employer's Agent's opinion, is a reasonable estimate of the amount which the Employer is entitled to recover from the *Bank/Company* under this Guarantee;
- 1.3 make such payment(s) to the Employer at any address designated by the Employer for this purpose.
- 2.0 The demand for payment together with this Guarantee shall constitute 'prima facie' proof of the *Bank/Company's* indebtedness hereunder for the purpose of any proceedings, including but not limited to, summary judgement or provisional sentence proceedings instituted against the *Bank/Company* in any court of law having jurisdiction.
- 3.0 Neither the failure of the Employer to enforce strict or substantial compliance by the Contractor of its obligations under the Contract, nor any act, conduct or omission by the Employer prejudicial to the interest of the *Bank/Company*, will discharge the *Bank/Company* from liability under this Guarantee.
- 4.0 This Guarantee shall:
- 4.1 remain in full force and effect up to and including the date of issue of the Certificate of Completion for the whole or the final portion of the Works by the Employer's Agent, as provided for in the Conditions of Contract, unless the *Bank/Company* is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this security shall remain in full force and effect until all such claims have been paid or liquidated.
- 4.2 exist independently of the Contract or any amendment, variation or innovation thereof;

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 146 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

not be ceded or assigned by the Employer or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring, encumbering or alienating the Employer's rights hereunder;

- 4.4 be governed by the Law of the Republic of South Africa.
- 5.0 The *Bank/Company* irrevocably states that there are no provisions herein contained which could be construed as being un-businesslike, improper, unconscionable, oppressive, unreasonable, objectionable, onerous and/or '*Contra bono mores*'.
- 6.0 The *Bank/Company* hereby irrevocably consents and submits to the jurisdiction of the High Court of South Africa, Witwatersrand Local Division for all matters relating to this Guarantee.
- 7.0 The *Bank/Company* hereby elects its physical address as set out on the face of this Guarantee for purposes of notices and correspondence to be given in terms hereof and it elects its physical address as its domicilium citandi et executandi. Any notice sent in terms of this agreement will be sent by prepaid registered post under which circumstances the notice will be deemed to have been received by the *Bank/Company* 3 (three) days from the date of such registration, or alternatively by delivery, and will be deemed to have been received by such other party on date of delivery by hand.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 147 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Signed on this _____ day of _____ 2023_____

at _____ (place)

Signature

Signature

As Witnesses:

1. _____

Signature

Name

(Address)

2. _____

Signature

Name

(Address)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 148 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C1
AGREEMENTS AND CONTRACT DATA

Annexure B: Form of Agreement (Contract Agreement)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 149 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Mhlathuze Water

Contract No.MW/82/3/2022/2023

DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

(The Contract)

CONTRACT AGREEMENT

Employer: MHLATHUZE WATER

Contractor: _____

Cnr Battery Bank and South Central

Arterial, Richards Bay, 3900

WHEREAS

1. The Employer is desirous that the Works included in the Contract should be supplied, delivered, constructed, completed and maintained by the Contractor; the Parties and the Contract being as defined above; and
2. The Employer has accepted a tender by the Contractor for such supply, delivery, construction, completion and maintenance of the Works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract that are referred to below.
2. All the documents that are listed in the SCHEDULE OF DOCUMENTS (PART T2) shall be deemed to form and to be read and to be construed as part of this Agreement.
3. In consideration of the payments that will be made by the Employer to the Contractor for completed work as hereinafter mentioned the Contractor covenants with the Employer to supply, deliver, construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 150 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

4. The Employer hereby covenants to pay to the Contractor, in consideration of the supply, delivery, construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties described above have set their hands and seals (if any) in the presence of the subscribing witnesses:

Employer:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 1:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 2:

Name: _____

Capacity: _____

Date: _____ Signature

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 151 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Contractor:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 1:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 2:

Name: _____

Capacity: _____

Date: _____ Signature

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 152 of 226

**MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION**

**PART C1
AGREEMENTS AND CONTRACT DATA**

Annexure C: Health and Safety Agreement

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 153 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

MHLATHUZE WATER

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health
And Safety Act 85 of 1993

entered into and between

MHLATHUZE WATER

(hereinafter referred to as "the Employer")

and

.....
(hereinafter referred to as "the Mandatary")

.....
COID Registration Number

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 154 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Whereas the Employer has entered into a contract and / or Purchase order with the Mandatary, in terms of which the Mandatary is to perform certain work and services for and on behalf of the Employer, subject to terms and conditions as contained in such contract and / or Purchase Order.

The parties have agreed that in respect of performance of the work the Mandatary shall be responsible for compliance with the Occupational Health and Safety Act and its regulations. The Employer and Mandatary accordingly enter in to this Agreement in terms of Section 37(2) of the OHS Act, the terms and conditions of which are set out hereunder.

1. DEFINITIONS

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1. Expressions which denote:
 - 1.1.1. any gender shall include the other genders.
 - 1.1.2. a natural person shall include a juristic person and vice versa.
 - 1.1.3. the singular shall include the plural and vice versa.
- 1.2. **Agreement** shall mean this document containing its terms and conditions as applicable to the parties thereto.
- 1.3. **Employer** shall mean the party as described on the face of this document.
- 1.4. **Employees** shall mean all Employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary.
- 1.5. **Mandatary** shall mean the party as described on the face of this document.
- 1.6. **OHS Act** shall mean the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto.
- 1.7. **Premises** shall mean all such Premises of the Employer, where the Mandatary and Employees perform work or render a service for and on behalf of the Employer.
- 1.8. **Parties** shall mean the Employer and the Mandatary.
- 1.9. **PPE** shall mean the personal protective equipment.

2. WARRANTY OF COMPLIANCE

- 2.1. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary and the Employees are to perform on the Premises shall be the obligation of the Mandatary.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 155 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 2.2. The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and / or activities of the Employees whilst they are on the Premises.
- 2.3. By entering into this agreement the Mandatory warrants that he is familiar with working conditions and agrees to the arrangements and procedures, as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act, for the purpose of compliance with the OHS Act.
- 2.4. The Mandatory shall also ensure that he complies with all relevant Labour Legislations including the Basic conditions of employment Act, the Labour Relations Act and any specific wage determination specific to his business activity.

3. MANDATARY AN EMPLOYER

The Mandatory shall be deemed to be the Employer on his right whilst on Employer's Premises. In terms of Section 16(1) of the OHS Act the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and / or his Chief Executive Officer.

4. LEGAL APPOINTMENTS

- 4.1. The Mandatory undertakes to make all statutory appointments as per the requirements of the OHS Act, in particular, 16(2) assignee and / or Construction Regulation 6(1).
- 4.2. The Mandatory warrants that all appointed persons are trained to understand their roles in terms of the OHS Act. The Mandatory shall further ensure that employees receive basic safety training to understand the hazards and risks associated with their work.
- 4.3. The Mandatory shall ensure that all work performed for and / or on behalf of the employer is performed under general supervision of a competent person who has been appointed in writing. Such appointed person shall be vested with full authority to strictly enforce the law.

5. ACCESS TO THE OHS-ACT

The Mandatory shall ensure that his appointed responsible person has an updated copy of the OHS Act. The copy should be produced to the Employer's Representative at all times if so required.

6. SAFETY FILE

The Mandatory shall ensure that Health and Safety File is opened and kept on the premises, which shall include all documentation required in terms of the provisions of the OHS Act, including but not limited to:

- 1) The COID Certificate or Similar
- 2) Public Liability Cover

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 156 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 3) Health and Safety Plans
- 4) Risk assessments and Safe Work Procedures
- 5) Names of responsible persons and their appointment letters
- 6) List of sub-contractors (if any)

7. MEDICAL EXAMINATIONS

The Mandatary shall ensure that all the Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of the work they are to perform.

8. INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

9. PERSONAL PROTECTIVE EQUIPMENT

The Mandatary shall ensure that his responsible persons and the Employees are provided, free of charge, with adequate personal protective equipment (PPE) for the work they are required to perform. The PPE to be supplied should be in accordance with General Safety Regulation 2(1) of the OHS Act.

The Mandatary shall ensure that his employees wear the PPE supplied to them at all times.

10. INTOXICATION NOT ALLOWED

No intoxicating substance of any form is allowed on the Premises. Any person suspected to be under influence of intoxicating substance shall not be allowed on site. Any person with prescribed medication shall notify the relevant responsible person and also advise him of the potential side effects.

11. FIRST AID AND EMERGENCY EQUIPMENT

- 11.1. The Mandatary shall ensure that, where more than five employees are employed at the Premises, a first aid box is made readily available as per General Safety Regulations 3(2). If the Mandatary employs more than 10 employees the Mandatary shall ensure that a certified first aid provider is available. Provided that the Mandatary may enter into a written arrangement with the Employer for the provision of such first aid facilities.
- 11.2. The Mandatary shall further ensure that there is adequate supply of fire protection and emergency equipments, and employees are made familiar with fire precautions at the Premises, which include fire alarm signals and emergency exits and that such precautions are adhered to.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 157 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

12. PLANT, MACHINERY AND EQUIPMENT

- 12.1. The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Premises is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of the OHS Act.
- 12.2. In accordance with the provision of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises, or manufactured, sold or supplied to or for the Employer, and which the Mandatary uses at work complies with all the prescribed requirements and will be safe and without risk to health when properly used.

13. NO USAGE OF THE EMPLOYER'S EQUIPMENT

The Mandatary hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the employer has been obtained, in which case, the Mandatary shall ensure that only those persons authorized to make use of the same, have access thereto.

14. INDEMNITY BY MANDATARY

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Employer and the Mandatary:

- 14.1. The Employer shall not be responsible for any loss, damage, injury or death, whatsoever caused, to the Mandatary or to the Employees, and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein; provided that such loss, damage, injury or death is not caused by the willful action or omission or gross negligence of the Employer.
- 14.2. The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of the Employees, and the Mandatary hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatary's breach of any of the terms of this Agreement, or by delict.
- 14.3. The Mandatary in pursuance of clause 14, undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 158 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

15. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, it should contact the appropriate and designated representative of the Employer, whose clarification in terms hereof shall be in writing.

16. DURATION OF AGREEMENT

This Agreement shall remain in force for any work performed by the Mandatary and /or any of his Employees at the Employer's premises.

17. HEADINGS

The headings as contained in this Agreement are for reference purposes only, and shall not be construed as having interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name & Surname

Signature: _____
for and on behalf of the **Employer**
he being duly authorised

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name & Surname

Signature: _____
for and on behalf of the **Mandatary**
he being duly authorised

NB: Please ensure that each person signing this Agreement initial all pages.

END OF SECTION -

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 159 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C2

PRICING DATA

C 2.1 Pricing Data – Pricing Instructions

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 160 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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. MONTHLY PAYMENTS

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 161 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

8. PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

9. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 162 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

10. "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

11. PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Occupational Health and Safety Specifications & PAM

Fixed Charge Items: Each item should be priced separately and, subject to the Employer's Agent certifying in terms of Clause 6.7 of the General Conditions of Contract that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than

5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of Clause 5.5 of the General

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 163 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Conditions of Contract. The final monthly increment will only be paid upon the issue of a completion certificate.

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

m² = square metre

m²-pass = square metre-pass

ha = hectare

m³ = cubic metre

m³-km = cubic metre-kilometre

kW = kilowatt

kN = kilo-newton

kg = kilogram

t = ton (1 000 kg)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 164 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

%	=	per cent
MN	=	mega-newton
ML	=	mega litres
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

END OF SECTION

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 165 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C2
PRICING DATA

C 2.2 BILL OF QUANTITIES

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 166 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SCHEDULE 1 OF 1

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 167 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

BILL OF QUANTITIES SUMMARY

Total tender amount to be carried forward to the Form of Offer.

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

- END OF SECTION -

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 168 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C3

SCOPE OF WORKS

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 169 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.1 Description of the Works

C3.1.1 Employer's Objectives

Mhlathuze Water (MW) has a water treatment plant known as Nsezi Water Treatment Works (WTW), located west of Richards Bay of which supplies water to local industries and the municipality. In the WTW there is a storage of Caustic Soda and LP 135, of which doesn't adhere to the minimum requirements such as bunding and spill management.

EPA 080/16 is to be adhere to as it is a guideline that applies to facilities that use or store liquids above ground, and provides information on bunds or spill containment systems to minimize the risk of environmental harm from liquid spills and leaks.

MW plans to have the chemical storage comply with the relevant legislations and policies to meet the requirement of the bunding and spill management and also EPA 080/12 and EPA 080/16 by designing and constructing a new polymer tank bund wall.

C3.1.2 Overview and extent of the Works

C 3.1.2.1 General

At Nsezi WTW, currently the existing bund wall has the caustic soda and LP 135, with the two chemicals stored, its therefore doesn't comply with the minimum requirements of the EPA 080/12 which suggests that the storage capacity should be at least 120% of the largest tank stored. Mhlathuze water is proposing that the two chemicals be separated, each chemical should have its own bund wall.

The purpose of this project is to design and construct the polymer (LP 135) Bund Wall which will meet EPA 080/1T Guidelines or similar approved. This project involves the construction of Bund Wall, the Supply and installation of the polymer tanks, mechanical equipment which involves two pumps, electrical supply, and pipework and drainage management.

All operations necessary for the execution of the works and for the construction of any temporary works shall, as far as compliance with the requirements of the contract permit, be carried on so as to cause minimum interference with the local community and other service delivery initiative in the area.

Note that it is Mhlathuze Water's objective to maximise the use of local sub-contractor and develop them through a structured mentorship programme. MW has set a contract participation goal of 35% of the value of this contract for local sub-contractors. Also, it is intended that use labour intensive methods of construction will be maximised where feasible and possible

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 170 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.1.2.2 Description of Works

Below is the scope of work for the project

Construction Requirements: The construction of the bund wall area should comply with the following

- Preparation of as built drawings
- Relocation of associated equipment, pipework's and associated electrical cables (transfer pumps, level sensors)
- Provision of access to the bund area should be made (Concrete stairway provided without the handrails)
- Provision for a common platform to access top of the bulk tanks should be made.
- SCADA should be updated after the installation of the new tanks, tanks should be properly marked or tag and safety mandatory signs should be displayed closer to the access point to the bund area.
- Provision for lights around the bund area should be made.
- The bund floor should be slightly sloped to allow the spilled liquid or chemical to easily flow to the sump. The floor of the bund should be coated with anti-slippery coating.
- Commissioning of the bund wall, bulk tanks and the associated axillary equipment.
- The existing safety shower will be shared between the sodium hydroxide and the secondary polymeric bund area. Provision should be made to relocate to a central position between the two bund areas
- Material of construction of the tanks, access platform and the associated gradating should be polypropylene or HDPE or reinforced fiber glass.

C 3.1.2.6 Compilation of Construction Dossier

The work to be executed under the Contract has to be supported by an approved Quality Assurance and Control system of the Contractor, resulting in a Construction Dossier to be compiled, containing ALL the quality records for the construction of the Works.

The Quality Control requirements for this Contract is addressed in the Particular Specifications.

The Contractor's attention is drawn to the Quality Assurance procedures required by the Employer. (Refer to the particular specification as attached)

C 3.1.2.7 Interaction with public relations consultants

Interaction and communication on progress with the Works relative to the programme for the construction of the Works will be required with the appointed ISD consultant by the Bidder in order to allow for the required community participation and information sharing.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 171 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C3.1.3 Location of the Works

The site is located at Nsezi Water Treatment Works under the City of Mhlathuze, King Cetshwayo District.

C3.1.4 Temporary Works

The Contractor is responsible for all temporary works on site.

C3.1.5 Nature of ground and sub-soil conditions

A geotechnical investigation has been undertaken for this Contract. It shall be the Contractors responsibility in terms of the Conditions of Contract to have inspected the site and have satisfied himself, by his own independent enquiries and observations, as to the nature of the ground and subsoil conditions.

No claims for additional payment or an extension of time shall be considered on account of the existing site conditions and nature of the ground and subsoil.

Tenderers shall be permitted to make any trial pits or boreholes to carry out any sub-surface investigations of the area they require for the purpose of ascertaining the character and nature of the ground and subsoil, at their own expense and with prior approval of Mhlathuze Water before any such work is undertaken.

The contractor is likely to encounter sandy soil conditions and groundwater. The contractor is deemed to have made adequate provision in his rates for extensive shoring, sloping, and dewatering.

C3.1.6 Disclaimer

This information regarding the sub-surface conditions and material on site is provided in good faith for the Contractor's convenience as an indication of the conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of, the information being representative of the whole area of the Works or of the various materials to be encountered. The Contractor shall be held to have satisfied himself as to the subsurface conditions to be encountered on site and to allow accordingly in his tendered rates.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 172 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.2 Employer's Agenting

C 3.2.1 Employer's Design

The Employer is responsible for the design of the permanent works.

C.3.2.2 Contractor's Design

The Contractor is responsible for the design of all temporary works and all construction methods. This includes all tie ins and interconnecting works, all shoring and lateral support systems required for trenching and protection of the works, as well as protection of existing pipelines in close proximity of construction work. It is the Contractor's responsibility to prepare method statements and to prepare designs for the removal, relocation and /or reconstruction of infrastructure and facilities where applicable, that will be affected by the construction of the Works.

The Contractor is responsible for development of welding procedures and certification of welders against such procedures.

C3.2.3 Drawings

The drawings issued to Tenderers as part of the tender documents must be regarded as provisional and preliminary for the Tender's benefit to generally assess the scope of work and to develop his pricing strategy. These drawings are marked as "Tender Drawings".

The construction of the Works shall be carried out against drawing revisions marked as "for construction purposes". The Contractor has to ensure that he always refers to the latest construction drawing revision issued by the Employer's Agent.

The Employers Agent shall, at commencement of the Contract, deliver to the Contractor, copies of the construction drawings in pdf format together with any associated instructions required for the commencement of the Works.

The Employer's Agent may issue, from time to time, during the construction of the Works, revisions to previously issued drawings as may be required for adequate construction and completion of the Works. Such revisions will be in pdf format. The Contractor shall keep an updated drawing register for use on site.

The drawings issued separately to this document, for tender purposes, are listed herewith:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 173 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.3 Procurement

C 3.3.1 Sub-Contracting

Sub-contractors are to be in consultation with Mhlathuze Water

C3.3.1.3 Subcontracting Procedures

This clause is left blank intentionally.

C3.3.1.4 Attendance to subcontractors

Attendance to subcontractors is to comply with the Conditions of Contract.

C 3.3.2 Preferential Procurement

Preferential procurement is detailed under the tender and contract data. Refer to Schedule 11.

C 3.4 Construction

C 3.4.1 Specifications and Standards

Standard specifications amended standard specifications and particular specifications are addressed under sections C3.5.1 through C3.6 and the annexures attached in part C7.

C3.4.2 Certification of Recognised Bodies

Items and materials for construction of the Works shall comply with the relevant South African Bureau of Standards Specifications and with the British Standards where these are applicable in the absence of local standards. Other international standards are also applicable.

The Contractor shall, when called upon by the Employer's Agent, furnish the required Standard Specification compliance certificates.

Only SANAS accredited laboratories or other institutions may be used for certification purposes. For material testing, concrete durability testing, or other the laboratory shall be approved by the Employer's Agent.

C3.4.3 Site Establishment

C3.4.3.1 Services provided by the Employer

No services or facilities are provided by the Employer.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 174 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C3.4.3.2 Facilities to be provided by the Contractor

The Contractor is responsible for:

- All Camps, Depots and Workshops as well as storage areas.
- The accommodation arrangements for Contractor's employees remain the responsibility of the Contractor in all respects. This includes arrangements for transport. (See Conditions of Contract)
- Additional space requirements which cannot be accommodated on site as made available to the Contractor

C 3.4.3.3 Storage and laboratory facilities

Storage facilities shall be suitable to ensure storage of materials and equipment and Plant on site, allowing for adequate protection.

Plant and equipment shall be stored on suitably prepared hard surfaces with adequate shade cover.

There are no specific laboratory requirements to the contract except for the fact that laboratories used need to be SANAS registered.

C 3.4.3.4 Office Space/Facilities and equipment for the Employer and Employer's Agent

Employer's Agent Office:

An office is required for the use of the Employer's Agent on site. (See SABS 1200 AB and as amended in the project specifications, specifically PSAB 3.2).

It will be a requirement of this contract that all work pertaining to the provision of the office of the Employer's Agent shall be completed in full prior to the Contractor being permitted to commence work on site.

Parking facilities:

The Contractor shall provide 4 dedicated parking areas for the Employer and the Employer's Agent for exclusive use. Parking area to be covered with suitable covering to provide 100% shade.

Ablution facilities:

A male and female ablution facility with wash hand basin shall be made available for exclusive use for the Employer's Agent and Employer.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 175 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.4.3.5 Advertising rights and notice boards

Advertising rights remain with the Employer.

A notice board for the construction activities, should be erected at the construction site. The requirements of PSAB of SABS1200 apply.

C 3.4.3.6 Vehicle for Employers Agent

Not applicable.

C 3.4.4 Site Facilities

C 3.4.4.1 Source of water supply

The Contractor shall make his own arrangements for water supply connections for the camp sites and work fronts and shall be required to bear the cost of all water consumed at campsites, inclusive of the connection fees. Should reticulated water not be available at any of the work locations, the Contractor shall be responsible for sourcing and storing of potable water for consumption and hygiene and water for construction purposes.

The Contractor shall make his own arrangements for water supply connections for construction purposes. The tendered rates under the individual items in the Bill of Quantities which require water for construction purposes, shall be deemed to include all the costs of water supply.

The water quality requirements for reinforced concrete needs to be met.

Water quality requirements for pipeline disinfection shall be met.

The cost of water required to charge the pipeline for hydrostatic testing for the first time shall be borne by the Employer. (See amended standard specifications - Clause PSL 7 SABS 1200). Water for any subsequent charging required, regardless of reason, shall be for the Contractor's account.

Water for any subsequent charging required, regardless of reason, shall be for the Contractor's account.

The cost for all water required for the execution of the construction of the Works shall be borne by the Contractor, excluding the cost for the first charge of the pipeline as noted above.

Water may not be extracted from natural resources for construction purposes.

C 3.4.4.2 Source of power supply

The Contractor shall make his own arrangements for power supply connections for all camp sites and work fronts for construction purposes and he shall bear the cost of all power consumed, including the connection fees. Should it be required, the Contractor shall allow for the costs for the power supply for construction purposes, in the preliminary and general section of the BOQ.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 176 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

The power supply to the proposed pump station is a matter of specification and catered for in the contract documents.

C 3.4.4.3 Location of Camps and Depots

The Contractor shall make all arrangements for camps and depots for which his rates provide shall be inclusive. The Contractor may erect a Site Camp within the existing Nsezi WTW, however the Contractor is to ensure the site camp location is approved by the Employers Agent based on the environmental impact of the site camp erection.

Should information pertaining to camps and depots become available such information shall be presented at the bid clarification meeting.

C 3.4.6 Existing Services

C 3.4.6.1 Location and Protection

SANS 1921-1 Clause 4.17 has relevance and is added to herewith.

All enquiries on the latest situation with services are to be undertaken by the Contractor. The location of the services shown on the drawing by the Employer were effective at the time of design only and may have changed. The time required for this has to be allowed for by the Contractor in his programme for construction.

Attention is drawn to the fact that whilst the position of the existing pipelines in servitudes, as well as other services in the vicinity of servitudes, and all other services are indicated on the drawings, this information may not be completely accurate and it will be necessary for the Contractor to communicate with the service providers and to prove, trace and expose services which the Contractor has been made aware of as a result of his interaction with service providers. The Contractor shall coordinate meetings with all relevant service providers before construction commences and take all the necessary steps to ascertain the location of existing services before commencing work on any section of the Works. The rates tendered for the location of services and proving of same as well as the updating of existing records of services, shall be deemed to include for these meetings.

The Contractor shall establish at the meetings with service providers, the lead times required to update records and he shall include for this activity in his Construction Programme.

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. Before commencing his operations in any particular area, the Contractor shall request the latest available drawings from the relevant local Service Authorities, showing the location of their services already installed. The Contractor shall ensure that adequate time is allowed for making contact with the relevant Service Authorities in order for them to respond meaningfully. The Contractor shall compare the latest service locations obtained from the Service Authorities with the drawings provided for construction and where required, such

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 177 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

construction drawings shall be updated. The Employer's Agent shall be notified of any changes in service locations found on the construction drawings.

The Contractor shall take all necessary steps to protect any existing works or service whatsoever, against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him beforehand.

Wayleave conditions/applications are attached to the annexure.

Work carried out on, over, under or adjacent to Eskom infrastructure, needs to be done in accordance with "ANNEX B" generic condition and E7/2 (JULY 1998)".

The Contractor shall procure the required equipment which will enable him to prove services. The Contractor shall locate existing pipes, optic fibres cables, electric cables and/or any other services by hand excavation without the use of picks, to minimise the risk of damaging existing services. The Contractor shall be held responsible for any damage caused to existing services that can reasonably be traced and located.

It is a requirement of this contract that the Contractor exposes and proves every known service within the advance work front ahead of any work being performed, in order to determine whether its level or location clashes with the designed grading of the pipeline or with the coordinates of the proposed road alignment. All services are to be proved in conjunction with each service provider prior to excavation. Such proving shall be timed to coincide with the requirements of the programme and the limitations on the length of work fronts as specified.

The cost of this advance work is to be included in the tendered rates for trench excavation and all tendered rates shall be deemed to include for the exposing of known services and the proving of its location. No additional payment will be considered for the exposing and proving of services as payment for this shall be deemed to be included in existing payment items as specified in the Bill of Quantities for trench excavation and the Lump Sum provided for this purpose under Preliminary and General. The item for excavation by hand to expose unknown and known services where instructed by the Employer's Agent is for use by the Employer's Agent only on an as and when required basis.

The Contractor shall be required to indicate the X, Y and Z coordinates of all services on a drawing, once located. Claims for delays etc. arising from the non-compliance with this requirement will not be entertained.

In addition to the marking/pin pointing of known services, the Contractor is to screen the line of the proposed excavations by means of appropriate electronic tracing apparatus for other buried services, such as pipes or cables that may not be shown in services records. All services found in this manner shall be classified as known services and shall be proved as set out above.

Service connections to individual erven are to be located and handled in a manner acceptable to the Employer's Agent. Located and proved services are deemed to be known services.

Should any services which are not on the existing services layout drawings be located, the Contractor shall add the new information to the services layout drawings in order for the employer to update his information. All tendered rates for trench excavations and road works shall include for the location of services and the updating of services drawings for the Employer.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 178 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.4.6.2 Relocation of existing services

It is the responsibility of the Contractor to negotiate the relocation of services of service providers, with the relevant service providers.

The Contractor shall ensure that he/she commence with such negotiations well in advance in order to be able to plan and programme such work into the programme for the construction of the Works without causing a delay to the construction of the Works.

The Contractor will be responsible for the payment of initial deposits and relocation costs and will only be reimbursed for such costs from the relevant Provisional Sum item in the Bill of Quantities on a re measurable basis, once proof of relevant payments have been received by the Employer.

C 3.4.7 Construction Equipment

C 3.4.8 Site Usage

There are restrictions on working corridor width for pipe laying and on the utilisation of the site in general. The Contractor is to familiarise himself with all the restrictive measures and ensure that his rates for the execution of the Works take into account these mentioned restrictions.

The environmental requirements are to be met at all times.

C 3.4.9 Permits and Way leaves

The Contractor will be required to obtain the necessary approvals and comply with the relevant authorities'/landowner's requirements at all times.

The Contractor will be required to take cognisance of and comply with the general way leave and 'permission to occupy' requirements of the authorities and landowner's during the construction of the Works.

The Contractor will be required to confirm that he has notified property owners and authorities of his intentions to exercise his right in terms of the relevant way leaves or "permissions to occupy" in good time, before commencement of the required work on the said properties.

C 3.4.10 Practical Completion and Completion

The General Conditions of Contract states the contractual requirements for Practical Completion and Completion as milestones to be achieved during the construction process. The following minimum requirements are to be met for certifications:

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 179 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Practical Completion

The C1 to C6 commissioning procedures have to be completed. This is the overriding requirement for Practical Completion.

All associated pipelines scour, and air valve systems and isolating valve systems have to be tested and certified correct and acceptable, with chambers being secured in terms of the design and construction requirements.

All cathodic protection systems have to be installed and tested and functioning as required.

Completion

All the work should be completed in terms of the requirements of the Contract before Completion will be certified.

C 3.4.11 Agrément Certificates

No alternative tenders and no tenders offering alternative materials to those stated in the Schedule of Quantities and/or Specifications will be accepted for tender purposes.

The use of alternative materials, which may be fit for purpose and are subject to an Agrément certificate, may however be considered following award of the contract providing the following are adhered to:

- A full copy of the Agrément certificate must be provided,
- The certificate must be currently active,
- All work must be done in accordance with the terms of a specific certificate for the product,
- Details of any and all variations approved by Agreement South Africa must be provided,
- Details of who will erect or install the product must be provided,

The decision as to whether alternative materials complying with the above requirements may be used will be at the sole discretion of the Employer's Agent.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 180 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5 Management of the Works

C 3.5.1 Applicable Standards and Specifications

Standard Specifications are listed under section C3.6 – Specification Data.

Amended Specifications are stated under section C3.6 – Specification Data.

Project Particular Specifications are attached under section C7 of this document.

C 3.5.2 Construction Programme

C 3.5.2.1 Time for Completion

The time for completion is stated in the Contract Data.

C 3.5.2.2 Preliminary Programme

The Contractor shall include in his/her tender, a preliminary programme for the construction of the works. This preliminary programme shall clearly indicate how the Contractor plans to perform the Works to completion within the time for completion as stipulated.

The Tenderer shall be deemed to have allowed in his tendered rates and in his preliminary programme for possible delays due to inclement weather as specified in this document.

C 3.5.2.3 Programme for the construction of the Works

The construction programme shall comply with the requirements of the General Conditions of Contract in all respects.

The Contractor's rates for work items in the Bill of Quantities shall be deemed to include for the management of the programme for the construction of the Works.

The following shall be included in the construction programme, in addition to the General Conditions of Contract requirements; as well as in its subsequent updates and adjustments as required:

1. The programme shall be prepared utilising MS Project and revisions of the programme shall be issued to the Employer's Agent in both hard copy format and electronic format.
 - a. The Contractor may utilise an alternative software package for managing the construction of the Works but the programme submitted to the Employer's Agent for approval has to be in MS PROJECT format, the latest version available at the time of commencement of the Contract. The programme submitted to the Employer's Agent for approval shall be seen as the construction programme and shall be used for all time referencing and time deliberations during construction.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 181 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- b. Should the Contractor find that translation of his programme from a particular format into the MS PROJECT format loses essential programme elements and formatting, the Contractor shall be required to repair such discrepancies in the electronic programme version submitted to the Employer's Agent.
2. The programme shall be developed using the Critical Path Method which breaks down the project in the order in which the work components are to be executed and gives the time required to execute each component.
3. Each revision of the programme shall clearly indicate the programme name, revision number, date of issue and special variances.
4. The programme shall show ALL work items required to execute the work where such work items shall be properly grouped by main activity, and be able to be rolled up or down, depending on the detail that needs to be viewed.
5. The programme shall in general, comply with the following:
 - a. The programme work items shall be properly linked to show logic and a single critical path.
 - b. The programme shall be resourced and resources needs to be levelled to reflect reality at all times.
 - c. Critical milestones shall be shown.
 - i. Critical milestones are to be agreed with the Employer's Agent.
 - d. Accurate data shall be presented in so far as key dates and milestones are concerned, including projected completion and phased completion where required.
 - e. Production rates and durations are to be reasonable and practical.
 - f. Relationships between activities need to be logical.
 - g. The programme shall not reflect ownership of float.
 - h. Sub contractor's activities are to be shown and the duration for these are to be reasonable and practical.
 - i. No single activity shall have a duration of longer than 28 days.
6. The correct and applicable programme calendar shall be used at all times.
7. Method Statements shall be prepared and be supported by the construction programme.
 - a. The Method Statements shall support the programme and vice versa.
 - b. The Method Statements shall be cross referenced to the applicable quality control documentation and therefore shall be linked to quality inspections as shown in the programme.
8. The programme shall clearly indicate the obligations of the Employer's Agent and the Employer.
 - a. The Contractor's attention is drawn to the 24hour notification period specified under SANS 1921.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 182 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

9. The Contractor shall include in his programme for the meetings with service providers as required under this contract as required and for meetings with other contractors to coordinate work at battery limits as detailed in this contract.
10. The Contractor shall prepare a programme that conforms to the limitations to the lengths of work fronts as stipulated under the section titled "Work Fronts" where and if applicable.
11. Performance test witnessing for, for example pump sets or valves, at factories and manufacturing plants not in the Richards Bay region, requires a notification period of 7 calendar days in order for the Employer to make arrangements for his presence should he/she wish to attend.
12. Cathodic Protection installations will be done by a selected subcontractor, approved by the Employer, as a specialist in the field of Cathodic Protection.
 - a. The Cathodic Protection installation takes place in conjunction with the installation of the Works and has to be coordinated with the planned scheduling of the Work's construction by the main Contractor.
 - b. The main Contractor, appointed for the construction of the Works under this contract shall ensure that he sets up coordination meetings and discussions with the selected Cathodic Protection subcontractor and ensure that all Cathodic Protection work is included in his programme for the construction of the Works, in such a manner that adequate timeframes are allowed for the said Cathodic Protection work.
 - c. The costs for coordination activities between the main Contractor and the Cathodic Protection subcontractor, the programming of the Cathodic Protection work and the incorporation of this into the main programme shall be deemed to be covered by existing rates as reflected in the Bill of Quantities.
13. Environmental rehabilitation will be done by a selected subcontractor, approved by the Employer, as a specialist in his/her field.
 - a. The environmental rehabilitation has to take place in conjunction with the construction of the Works and has to be coordinated with the planned scheduling of the Work's construction by the main Contractor. Compliance with the EMP and EMPr is required in this regard.
 - b. The main Contractor, appointed for the construction of the Works under this contract shall ensure that he sets up coordination meetings and discussions with the selected Rehabilitation specialist subcontractor and ensure that all rehabilitation work is included in his programme for the construction of the Works, in such a manner that adequate timeframes are allowed for the said work.
 - c. The costs for coordination activities between the main Contractor and the Rehabilitation sub-contractor, the programming of the rehabilitation work and the incorporation of this into the main programme shall be deemed to be covered by existing rates as reflected in the Bill of Quantities.
14. The Contractor shall allow in his programme for all the requirements pertaining to services, service proving and relocation, as stated in this specification.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 183 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

15. Commissioning procedures, including final training and development of the Employer's staff is a prerequisite for Practical Completion. The Contractor shall clearly show on the programme for the construction of the Works the requirements for commissioning of the Works.
16. The construction of the Works includes newly constructed pipework to be tied into existing pipework. This necessitates the shutdown of existing supply systems. The duration of shutdowns is limited and often limited for scheduling to specific days of the week in order to provide the Employer of a fair chance to plan and limit disruptions in water supply. In order to prevent delays to the Contractor, shutdowns are to be planned well in advance in order to ensure that the coordination between the Employer and the Contractor can be such that shutdown supply risks are limited.
 - a. The Contractor is to plan and schedule shutdowns well in advance and indicate this on his programme for the construction of the Works.
 - b. The Contractor shall, well in advance of anticipated shutdowns, test isolating valves for effectiveness, in conjunction with the Employer. This is required to afford the Employer the opportunity to do maintenance on problematic valves where required. This testing of valves shall be programmed in order to mitigate the risk of delay to the construction of the Works.
17. The work pertaining to the modifications at the Mhlathuze Weir pump station could affect the continuation of the raw water supply to existing end users. This work needs to be carefully programmed and shown on the programme in order to ensure that sequencing and disruption of supply is coordinated with the system requirements.
18. The programme shall make provision for the application of the Construction permit, the duration of which shall be included in the contract duration and shall be planned for by the Contractor.

C 3.5.2.4 Working outside normal working hours

Normal working hours are considered to be between 07h00 in the morning and 18h00 in the afternoon, Monday to Friday with full cognisance to be taken of the information in the Tender Data and the description of working days.

All road signs, temporary road works, barricading and/or temporary structures required to make the site safe after normal working hours shall be in place after every work session or by 18h00 of every working day, whichever occurs first. No road signs, temporary road works, barricading and/or temporary structures required to make the site safe after normal working hours shall be removed before 07h00.

Working after normal working hours will not be allowed, unless it is approved by the Employer's Agent as "work required to be executed under extra ordinary circumstances".

No work will be allowed outside of normal working hours as a result of the need of the Contractor to execute work in order to improve upon his programme, as a result of the programme slipping behind schedule.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 184 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.2.5 Progress control and reporting

The construction programme shall be updated at least once every 14 days and shall be tracked at all times. Should shorter intervals for programme updates be driven by the requirements of Clause 5.6 of the General Conditions of Contract, then these shorter intervals shall become relevant.

Delays to the critical path of the construction programme could be claimable in terms of the General Conditions of Contract should the delay be as a result of an Employers Risk. Such claims for delay, which affects the programme, shall be in terms of the General Conditions of Contract. The Contractor may however experience Contractor's Risk events which could cause delays to the critical path of the programme. The Contractor shall, within 7 days of experiencing such a Contractor's Risk event, delaying the critical path of his current programme, report to the Employer's Agent in writing what, in his opinion, caused the delay and which measures the Contractor intends putting in place, to mitigate risks of further delay.

The Contractor shall prepare monthly progress reports, which are to be submitted to the Employer's Agent. These required progress reports shall be submitted 3 days before each site meeting, the dates of which will be determined at the kick off meeting for the Contract. The reporting shall continue until all the work under the Contract has been completed up to the date of issue of a Completion Certificate.

The monthly report shall contain the following but not be limited to:

- A tracked programme with the report stating progress relative to planned progress in terms of the latest approved programme.
- Plant and labour resources on site for the preceding period.
- Safety statistics for the preceding period.
- Environmental matters that require highlighting.
- Public Relations matters that require highlighting.
- Cash flow deviations from cash flow predictions based on the approved programme

NOTE: This report as detailed above is not to be seen as a substitute for the report required to motivate reasons for delay to the critical path of the programme as stated in preceding paragraphs.

C 3.5.2.6 Weather conditions and rain delays

The Contractor shall keep accurate and detailed records of weather conditions which shall be included in his daily diary submitted to the Employer's Agent. Claims for extension of time due to abnormal weather which the Contractor considers to be worse than the expected normal conditions, will only be considered if fully motivated with supporting documentation. Agreement between the Employer's Agent and the Contractor on days affected adversely by rain shall be reached on the day of such adverse effect. Claims for rain delays shall not be agreed retrospectively, after the event, when the site conditions cannot be assessed applicably.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 185 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

The Contractor shall note that his programme shall include for weather conditions that can be expected, based upon historical records. The number of days allowed for adverse weather conditions shall be clearly shown for each month on the construction programme (refer to Contract Data).

C 3.5.2.7 Shutdowns for tie ins

Shutdowns for tie ins of pipework to existing live systems can become complex and cumbersome and work at the Weir could mean disruption of the continuously required supply. These need to be planned well in advance with the relevant authority and adequate time should be allowed to execute this work where time planning should be agreed with the relevant authority. The Contractor shall schedule the required tie in work and work at the weir into his construction programme, well in advance in order to ensure that such tie ins do not delay the progress of the Works or impact negatively on the water distribution efforts of the Employer. (In this case the relevant authority is the Mhlathuze Water)

C 3.5.3 Work Fronts for linear development

C 3.5.2.3.1 Work front definition

For the purpose of this contract, work fronts are defined as fronts where work takes place for pipe laying, that is preparation of the working corridor for pipe laying (clearing and grubbing and fencing of working corridor), excavation for trenches, bedding preparation, pipe laying and backfilling and thereafter rehabilitation of the working corridor. Work fronts pertain to the linear development component of the Contract.

A contained site is defined as the site where construction activities are taking place at a specific location, for an extended period of time for the construction of a reservoir or pump station and where such site is fenced off and protected for the duration of the whole of the contract duration.

Work fronts are divided into 3 categories:

Advance Work Front:

The **advance work front** is where services are being detected and where preparation for construction activities is taking place. The length of this work front is limited to 200m. Timeous detection and proving of services is required within this advance work front and all advance work on private properties, if required, in order to prepare the working corridor for construction, shall take place during this stage.

In general, the **advance work front** for pipe laying activities is the section where clearing and grubbing is taking place and where working corridor fencing is being erected as required and where applicable, where services are proved and relocated.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 186 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Construction Work Front:

The actual **construction work front** is the section where pipe laying activities are taking place. This is excavation, stock piling of excavated material, placing of bedding, pipe laying and pipe being bedded and backfilling to topsoil level if applicable. The length of this work front is limited to 200m.

This work front also includes the construction of manholes and associated work.

Reinstatement Work Front:

The section behind the actual construction work which has to be reinstated after pipe laying has been completed, is defined as the **reinstatement work front**. The length of this work front is limited to 200m. Work taking place in this section should be limited to top soil placement, rehabilitation and road works and chambers where required as well as the removal of working corridor fencing where applicable.

C 3.5.2.3.2 Length of work fronts

The total work front length:

The total work front length shall be limited to 600m. That is the sum of the length of the advance work front, the construction work front and the reinstatement work front. The total work front shall move along any stretch of pipeline route in a train like manner.

The Contractor's attention is drawn to limitations on work front length and working corridor width as a result of Environmental requirements.

The Contractor shall allow in his programme for the construction of the Works, for the work front length limitations as well as the internal lining reinstatement distance limitation.

The internal pipe length rehabilitation work front:

The length of internal work front for the repair to internal lining of a pipe being laid, shall not exceed 6 pipe lengths or joints.

This is an imperative limitation in order to ensure adequate conditions for lining repair, curing and inspection.

C 3.5.2.3.3 Number of work fronts

The pipeline construction work shall be limited to a maximum of 2 work fronts.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 187 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.4 Quality

C 3.5.4.1 Quality Assurance and Quality Control

Quality assurance and control and the deployment of a system to ensure quality is the responsibility of the Contractor.

The Contractor shall, before commencing with construction activities, develop a quality control plan for the construction of the Works and agree the format with the Employer's Agent. The quality control plan shall cover each work item, shall show quality control results and shall be cross referenced with the index of the method statements that are applicable.

The Contractor has to compile a construction dossier comprising the quality documentation for the construction of the Work.

C 3.5.4.2 Method Statements

The Contractor shall furnish the Employer's Representative with a method statement for all construction activities.

Method statements shall be submitted to the Employer's Agent with the programme for construction. Method statements shall be in sufficient detail for the Employer's Agent to determine their practicality and suitability and as a minimum shall include details of construction methods, work methods, plant and equipment particulars including details of critical standby equipment.

Method statements shall refer to Quality Control plans in order to assess suitability of same for the execution of the works in terms of the set Quality Control standards.

Method statements shall be cross referenced to the relevant Quality Control documentation and upon evaluation of the programme for construction, the method statements and quality control documentation shall support the programme in order for the Employer's Agent to realistically evaluate the programme.

The Contractor is to provide MW operations and the Employer's Agent a method statement and risk assessment for every shutdown required. This is to be provided to MW Operations with a minimum 30-day notice period.

C 3.5.5 Dealing with water

Notwithstanding the requirements of SANS1921, the Contractor shall take adequate precautions for the protection of the works from storm water runoff during periods of prolonged heavy rainfall. The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of all dewatering, shall be deemed to be included in the tendered rates. The Contractor shall provide temporary storm water drainage and due cognisance must be taken of the highly erodible nature of the in situ and excavated material.

The Contractor shall be responsible for all repair works necessary to reinstate any damage caused by storm water runoff. As per the Geotechnical investigations a high water table is envisaged

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 188 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

along the pipeline route, the Contractor shall be responsible for dewatering of all pipe trenches and open excavations including well points if required, these are deemed inclusive in the tendered rates.

The Contractor shall be responsible for drawing up a Storm Water Management Plan for the handling of storm water for the duration of construction at all work fronts as well as the local site where work on the pump station is being executed. The tendered rates provided in the BOQ shall be deemed to include for all Storm Water Management issues related to the Contract at all work fronts.

The Storm Water Management Plan shall conform to the requirements of the EMPr.

C 3.5.6 Disposal of spoil and surplus material

Disposal of spoil and surplus material needs to conform with the requirements of the Environmental Management Programme and Plan.

All costs pertaining to removal and dumping of spoil are to be included in the Contractors rates for the construction of the Works.

The Employer will not accept spoiling on a third-party property, regardless of arrangements concluded upon between the Contractor and such third party property owner

C 3.5.7 Testing, Completion, Commissioning and Correction of Defects

C 3.5.7.1 Length of pipeline to be pressure tested

The testing regime for the pipelines constructed under this contract is detailed under the amended specifications, section PSL of SABS1200.

C 3.5.7.2 Commissioning

The Employer shall not take beneficial occupation of the pipeline before commissioning as per the requirements of this specification have not been completed.

The Employer shall take beneficial occupation of the pump station at the Mhlathuze Weir once the work there has been practically completed.

C 3.5.8 Requirements to accommodate traffic

Refer to SANS 1921 – VOL 2.

C 3.5.9 Survey control and setting out of the Works

Survey control and setting out of the Works is dealt with under SANS 1921.

The Contractor shall be responsible for all survey work required to set out the works.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 189 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

All survey data shall be signed off by a professionally registered surveyor and tendered rates in the Bill of Quantities shall be deemed to include for all the costs associated with surveying for the construction of the Works.

C 3.5.9.1 Survey beacons and control points

Survey control points will be handed over to the Contractor in conjunction with the kick off meeting.

The Contractor will be responsible for caretaking of all control points and should such points be damaged they will be re-established at the expense of the Contractor.

C 3.5.9.2 Initial survey

An initial survey of the terrain where construction activities are to take place, shall be executed in a 2m by 2m grid. The survey data so obtained shall form part of the records to be compiled into the Construction Dossier.

C 3.5.9.3 Final survey

A final survey of the terrain where construction activities did take place, shall be executed in a 2m by 2m grid. The survey data so obtained shall form part of the records to be compiled into the Construction Dossier.

C 3.5.9.4 Surveying general

The Contractor shall submit the following "As-built" data to the Employer's Agent to enable him to complete the required Record Drawings before a Certificate of Completion will be issued:

- A tacky survey of the completed works carried out in accordance with TMH11: Standard Survey Methods, issued by the Committee of Land Transport Officials.
- Each point shall be suitably coded and identifiable by the Employer's Agent and shall be supplied on a computer disk in an ASCII file with the following format: Code [SPACE] X Co-ordinate [SPACE] Y Co-ordinate [SPACE] Level [SPACE] Description.
- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person referenced to the nearest construction benchmarks used for the project.
- In addition to the above, all as-built information must be provided on a drawing in DXF and hard (paper) copy formats showing all relevant construction information. All other surveyed information must also be shown on the drawings.
- Information requirements need to be confirmed with the Employer's Agent.

Suitable checks on the accuracy of the information provided may be carried out by the Employer's Agent and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an Employer's Agenting surveyor to re-survey all the works listed above, at the Contractor's expense.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 190 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.9.5 Photographic Record

The Contractor shall prepare and submit a well indexed photographic record of the progress with the construction of the Works. The photo record shall be done in intervals not exceeding 7 calendar days over the full duration for the construction of the Works.

The format of the indexed photographic system shall be agreed with the Employer's Agent at the commencement of the Contract.

An item has been included in the Bill of Quantities in the P&G section, for the costs pertaining to the required record and the rate inserted shall be deemed to cover all costs pertaining to the compilation of the photographic record.

C 3.5.9.6 As built records and record drawings

The Contractor shall mark-up, in RED, all the conflicting information on drawings as far as nonconformance with specifications is concerned, probable different site conditions encountered compared to what has been anticipated, differences in services locations encountered compared to what is indicated on the drawings and/or approved changes in design as instructed by the Employer's Agent.

Any construction and or installation detail differing from that on the provided drawings shall be marked up. The marking up of the Employer's Agent's drawings shall be on an A0 drawing which the Contractor shall provide. The marked up drawing shall reference any relevant site queries and sketches. Upon completion of the works, the updated information must be forwarded to the Employer's Agent for incorporation into the Construction Dossier for which a full set of final Record Drawings will be prepared.

The drawings which the Contractor updates and which are marked up in RED shall be clearly marked in RED, in the top left hand corner, to reflect the words "RECORD DRAWING". Should any specific drawing not require any amendments, it will be marked in RED in the top left hand corner to reflect the words "RECORD DRAWING – NO AMENDMENTS".

The Contractor shall therefore submit to the Employer's Agent, a full set of record drawings in A0 format, marked up in RED. The tendered rates for preparing marked up record drawings shall include for all work required as well as provision of the relevant A0 hard copy. If no specific rate for preparation of marked up record drawings is provided, the cost shall be deemed to have been included in the general rates for the construction of the Works.

All marked up in red drawings shall be submitted as a prerequisite for Completion certification.

C 3.5.10 24 Hour response team

The contractor shall make available, a 24 hour response team for maintenance of the site and Work during construction where public access is possible.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 191 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.11 Management of the Environment

The requirements of the EMPr shall apply.

The EMPr is attached under the annexures of this document.

C 3.5.12 Security

The Contractor is responsible for all security measures required on site and at work fronts of the linear development component of the construction of the Works.

All costs required for security measures taken on site shall be deemed to be covered in the billed rates of the Bill of Quantities.

C 3.5.13 Management Meetings

The Contractor shall attend regular site meetings as and when these are required by the Employer. The objectives of such meetings will be to review progress and ensure compliance with the programme, discuss, and where possible solve any problems that may arise and generally liaise with all parties concerned with the works.

The cost of attending such meetings shall be included in the tendered price and instructions given by the Employer's Agent at such meetings and confirmed in the notes of the meeting shall be considered as a written instruction by the Employer's Agent, as referred to in the General Conditions of Contract. This does not pertain to specific requirements under the General Conditions of Contract in so far as written instruction and response is concerned.

Site Meetings will generally be held every once a month, but special meetings may be convened as and when required.

The requirements of CPG Partners attending site meetings as per the Contract Data shall be adhered to.

C 3.5.14 Daily Records

The Contractor shall keep a daily site diary in which at least the following minimum data will be reflected:

- Work executed.
- Plant and machinery deployed on site.
- Rainfall recorded.
- Agreement to rain delays.
- Manpower deployed to site
- Disruptions for the day.

The daily diary shall be submitted to the Employer's Agent on a daily basis. The previous day's diary shall be with the Employer's Agent by 10h00 on the following working day. The Employer at any given time should have access to the signed site diaries.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 192 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.15 Format of communications

Formal communication under this Contract shall comprise the issue and receipt of the following:

- Official correspondence issued under transmittal slip, which includes claim and dispute documentation as required by the contractual processes.
- Issue of Site Instructions by the Employer's Agent.
- Variation Orders issued by the Employer's Agent.
- Requests for information submitted by the Contractor to the Employer's Agent, in writing in a predetermined format.
- Notes on meeting proceedings, signed off by attending organisations' representatives.

NOTE: random e mail correspondence generated and distributed does not constitute official correspondence and communication under this Contract.

C 3.5.16 Payment certificates

Measurement for payment purposes will take place between the 20th and 25th of each month. The Contractor needs to submit his monthly payment claim to the Employer's Representative by the 26th of each month. These dates can be changed and suitable dates can be agreed with the Employer

Should any of these noted dates fall on a nonworking day or a special nonworking day, the following working day shall be applicable.

The Transfer of Rights declaration (cession document) must be submitted together with any claim made for payment. No payment for Goods or materials will be made without such a declaration. During the kick of meeting, the contractor must indicate if he/she will require the cession payment.

Mhlathuze Water does make electronic payments. The Contractor will be responsible for supplying correct bank details to the Employer for electronic payments and the Employer will not be held responsible for any incorrect bank details supplied by the Contractor.

The Employer does not accept Bonds or Guarantees for retention.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 193 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.17 Employment of local labour and job creation

C 3.5.17.1 Local Labour Statistics

Labour statistics shall be provided to the Employer via the Employer's Representative in a format agreed at commencement of the Contract.

The payment for this shall be included in the Contractor's rates for time related Preliminary and General rates.

The Contractor shall as a minimum provide, on a monthly basis, together with his payment claim, the statistics of all labour employed under the Contract where such statistics shall as a minimum, show for each employee, the name, ID number, address, age, gender, disability level if applicable. A certified copy of employee's ID book cover page may be requested.

C 3.5.17.2 Community Liaison Officer and ISD Consultant

Stakeholder management and facilitation includes the deployment of a Community Liaison Officer and an ISD consultant under this contract. A provisional sum is allowed in the Bill of Quantities for this.

The coordination of the progress with the Works with the community and matters affecting the community in which the Contract is being undertaken shall be coordinated through the appointed ISD with assistance from the CLO.

The Contractor will be required to provide assistance to the ISD consultant as and when required.

C 3.5.18 Training

C 3.5.20 Health and Safety

C3.5.20.1 Health and Safety Requirements and Procedures

This clause shall be read in conjunction with the Health and Safety Specification, included in this document. Anything set out in connection with the Safety Act in this document is supplementary to and in no way replaces, alters or supersedes the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993) and the Constructional Regulations 2014, which shall be complied with at all times.

- A) in terms of the provisions of Section 37(2) of the *Occupational Health and Safety Amendment Act*, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 194 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act acquaint himself with the requirements of the Employer's Health and Safety Specification as laid down in Regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in Regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's Health and Safety Plan and Risk Assessment shall be submitted to the Employer for approval within fourteen (14) days of the Commencement Date and shall be implemented and maintained from the commencement of the works.
- (vii) The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (viii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (ix) The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in Section C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014).

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 195 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- (x) In terms of Construction Regulations 5(1)(q): The Clients OHS Agent , Employer's Agenting consultant, RE or Mhlathuze safety specialist or officer can stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site. The contractor or contractors shall not be compensated for any time lost.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C 3.5.20.1 Employer's Health and Safety Plan

The Employers Health and Safety plan is attached under the Particular Specifications.

C 3.5.20.2 Contractor's Health and Safety Plan

The Contractor's Health and Safety plan shall comply with the requirements of the legislation applicable.

The Contractor, shall, immediately after appointment for the construction of the Works, make contact with the Employer's appointed Health and Safety agent and familiarise himself with the requirements of the Health and Safety plan for the construction of the Works.

The appointed Health and Safety Representative for the Employer (Health and Safety Practitioner) will be introduced at the hand over meeting for the Contract.

The OHS plan shall include but not limited to the following:

- Principal contractor OHS Policy
- **Legal and other requirements:** Principal contractor must specify what legal and other requirements will be applicable to the construction process:
- **Hazard Identification and Risk Assessment:** The principal contractor must in detail demonstrate how, when, where, what type of risk assessments and by who risk assessments will be conducted?
- **Objectives and targets:** Objectives and targets must be set and detailed description to be given how objectives and targets will be reached
- **Resources, Roles and responsibilities:** Appointments, who will be appointed for what.
- **Competency training and awareness.** Detailed description of what training will take place, including induction, job specific training and external training.
- **Communication:** Types of communication that will take place. Meetings and frequency of meetings (OHS committee meetings / site meetings. Monthly reports.
- **Performance monitoring:** What types of monitoring would be done: Inspections/ PTO's etc.
- **Inspections:** Inspections, frequency of inspections a people responsible for inspections.
- **Incident Management and Investigation:** Who, when, why, where and how **incidents** will be managed.
- **Audits:** Types of audits and frequency of audits

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 196 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- **Signage:** Signage that will be used
- **Access control / Security**
- **Public Health and Safety**
- **Traffic Management and accommodation**
- **PPE Management**
- **First Aid arrangements**
- **Emergencies**
- **Management of subcontractors.**
- **Control of Documents**
- **Occupational Health and Safety budget**
- **Operational control:** This refers to the material, equipment and activities that will take place on site based on the scope of works and will be as follows:
 - Signage
 - Permit to work
 - Equipment transport to site. Delivery and offloading.
 - Construction employee facilities
 - Stacking and Storage
 - Housekeeping
 - Waste management
 - Construction vehicles and mobile plant
 - Hand tools
 - Temporary electrical installations
 - Electrical work
 - Use of portable electrical tools
 - Ladders
 - Scaffolding
 - Clearing and grubbing. Vegetation clearance
 - Excavations
 - Bedding and Backfilling
 - Lifting machines and lifting equipment
 - Lifting operations
 - Welding and flame cutting activities
 - Vessels under pressure
 - Grinding / Using circular saws
 - Cathodic protection
 - Soil moisture and density gauges. Soil moisture and density tests
 - Portable x-ray machines. X-ray of joints
 - Steel fixing
 - Form work and support work / Casting concrete
 - Working in a fall risk position.
 - Scaffolding
 - Tie in to existing services
 - Confined spaces
 - Installing negative pressure relief and pressure relief backflow valves.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 197 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- Cleaning and reconnecting of surge tank.
- Electrical and mechanical works.
- Adverse weather conditions
- Use and storage of flammable liquids
- Hazardous chemical substances
- Dangerous animals.
- Working close to water environments
- Lighting
- Ventilation
- Noise
- Covid 19

The Contractor's Health and Safety Plan will be subject to approval by the Employers OHS Agent, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan and construction work permit for the project.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C 3.5.20.3 Cost of statutory compliance

An item has been inserted in the preliminary and general section of the Bill of Quantities for costs pertaining to compliance with the statutory requirements pertaining to Health and Safety. Rates provided under this contract are deemed to cover all costs applicable to Health and Safety compliance.

C 3.5.20.4 Barricading and Lighting

Barricading and lighting are covered under the amended specification section PSD of SABS 1200 and SANS 1921.

The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Constructional Regulations 2014.

The Contractor shall erect and maintain for the duration of the contract adequate barricades in the form of fencing, or other approved methods, to prevent unauthorised access to the Site, and in particular any excavations, by the general public.

Trench excavations for pipelines shall be barricaded on both sides along the entire length of open trench. Where trenches are excavated within road reserves and where it may be reasonably expected that vehicular traffic may be encountered in areas outside of road reserves, the Contractor shall provide, maintain and keep lit between sunset and sunrise, warning lamps placed at regular intervals not exceeding 50m along the length of open trench on the side facing the street or direction from which traffic may reasonably be expected.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 198 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Employer's Agent for the protection of the Works or for the safety or convenience of the public or others.

C 3.5.20.5 Traffic control and management

Refer to SANS 1921.

C 3.5.20.6 Aids Awareness

Refer to SANS 1921 – Vol 6.

C 3.5.20.7 COVID-19

The Contractor is to comply fully with the requirements of the Baseline Risk Assessment, Health and Safety Specification and applicable Government Legislation with respect to working under the conditions necessary to reduce the risk of spreading of the COVID-19 pandemic, and the Contractor shall allow for all time and costs as necessary.

The cost of complying with the requirements of this clause shall be deemed to be included in the rates tendered.

C3.5.20.8 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

The Contractor shall take special precautions to prevent public access to any dangerous areas on the works, e.g. by temporary barricades and / or fencing.

C3.5.20.9 First Aid and Site Safety

The Contractor shall be the responsible party on Site to ensure that the Occupational Health and Safety Act 1993 (Act 85 of 1993) including the Constructional Regulations 2014 and any other statutory obligations on safety are strictly adhered to and administered. The Employer shall not be held liable for safety on Site or anywhere else where the Contractor is active. In addition, the Contractor shall develop a site-specific organogram. Responsible persons shall delegate responsibilities and accountabilities to competent personnel. They shall be appointed in writing. Duties and responsibilities in terms of OHS shall be clearly defined in appointment letters.

C3.5.20.10 Expected Health and Safety Risks

Listed below are, which may not be all, the expected health and safety related risks that may be encountered during the contract duration. The Contractor shall identify and prepare assessments

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 199 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

for all risks he is likely to encounter in the execution of the contract before commencing with any work.

Further assessments shall be prepared as and when required for any other risks identified during the construction phase before work involving such risks is undertaken.

Hazard / Risks	Risk Rating	Significance
Covid 19 Exposure	300	Very high risk
Working inside deep excavations (big possibility that sidewalls can collapse)	300	Very high risk
Working in confined spaces	300	Very high risk
Competency and experience of contractors	300	Very high risk
Not complying with legal and other requirements	300	Very high risk
Unskilled workers	180	High risk
Transportation of employees.	180	High risk
Transportation, delivery and offloading of material and equipment to site.	180	High risk
Lifting machines, lifting equipment and lifting operations	180	High risk
Moving, placing bedding / backfilling material on the edges of excavated areas ((big possibility that sidewalls can collapse)	180	High risk
Temporary works	180	High risk
Working in a fall risk position	180	High risk
Building and working on scaffolding	180	High risk
Electrical and mechanical work	180	High risk
Inadequate access and egress	180	High risk

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 200 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Hazard / Risks	Risk Rating	Significance
Routes to/from site		
Insufficient emergency evacuation and response plans	180	High risk
Clearing and Grubbing: Dangerous snakes.	180	High risk
Insufficient health and safety budget	144	High risk
Welding and flame cutting operations.	144	High risk

C3.5.20.10 Expected Health and Safety Risks

The Works shall be constructed in accordance with the relevant Government Acts and Regulations and in particular "The Occupational and Health and Safety (Act No. 85 of 1993) and the Construction Regulations 2014".

All apparatus and material supplied and all work carried out shall comply in all respects with the Act.

The Contractor must comply with the requirements of the Act and inform his employees and Sub-contractors regarding regulations, safety requirements, inspections, etc.

The specific health and safety conditions imposed by the Employer (refer the OHASA Agreement under "Forms to be completed after award of Tender" in Volume 1 of the Tender Document) also apply and take precedence where in conflict with the Occupational Health and Safety Act. This Agreement must be signed upon award of the Tender.

The Contractor exempts both the Employer and the Employer's Agent for the safety of his work on the Site. The Contractor assumes the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of each written delegation shall immediately be handed to the Employer's Agent.

By accepting the Contract, the Contractor warrants that all his and his Sub-contractor's workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), which cover shall remain in force whilst any workman is present on the Site.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 201 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.21 Contractors Key Personnel for duration of contract

The Contractor is to ensure at minimum the following key staff in terms of supervision is deployed for the entire duration of the contract:

- **Site Agent**

NQF Level 6

This Construction Manager shall be responsible for all aspects of the Works on behalf of the Contractor, including receiving instructions, providing quotations, attending meetings, dealing with contractual correspondence (as delegated by the Contract's Manager), payment certificates, preparation of programs and cash flows, and the like. The Project Manager shall also have the authority to commit the Contractor to all contractual aspects of the Contract. The Project Manager shall be appointed in writing in full accordance with the requirements of clause 4.12.2 of GCC 2015.

- **Trade Tested Artisan**

NQF Level 4 required qualification as an Electrician/Mechanician/Millwright, and must be trade tested with 3+ years of experience.

All key personnel will be required to attend the monthly progress meetings, apart from the Internal Pipeline Corrosion Specialist which will only be required to attend from time to time when applicable work is taking place on site.

Senior personnel such as the Contracts Manager and Electrician shall be always on site to control and supervise the site activities. No work may be undertaken without these senior personnel on the site and the Employer's Agent reserve the right to suspend the works if these personnel are not present. No claim for additional time or cost will be allowed for such site closure due to the senior personnel not being present on site.

The Contractor shall provide the Employer's Agent with the full names, qualifications, experience and contact details of his key personnel within seven (7) days of the commencement date of the contract. The Contractor's Key Personnel shall be the person proposed in this tender. If this is not possible, alternative CV's, of similar qualification and experience, or better, to that submitted for the tender, shall be submitted to the Employer's Agent for consideration. Acceptance and suitability of alternative persons shall be at the sole discretion of the Employer's Agent.

The Contractor shall be required to strictly observe his obligations regarding adequate full time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, positioning of foundation bolts, and / or bolt pockets, placing of concrete, pipe laying etc. as applicable, in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Employer's Agent's Employer's Agenting staff must under no circumstances be expected to act in this capacity on his behalf.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 202 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.5.22 Implementation Methodology

The works shall be carried out without interrupting the water supply

C 3.5.23 Guarantees

The Contractor shall be liable for, and shall guarantee, all work undertaken by him under the terms of the Contract and for the period of Defects Liability.

The Contractor shall accept and have full responsibility for the adequacy and compatibility of all items of plant and equipment required under this contract.

C3.5.24 Environmental Management

C3.5.24.1 Methods and Procedures

The following, together with the Construction Environmental Management Programme, shall be applied with regard to the operation and maintenance of the site:

- Before setting up any construction work camp or stockpile site for equipment, the Contractor (or sub-contractor) must liaise with the Employer's Agent and the relevant landowner and reach agreement regarding the location, layout and demarcation of any camp to be established, including any compensation to be paid to the landowner;
- All equipment and materials, particularly potentially hazardous substances, shall be securely stored in lockable structures and all reasonable steps taken to prevent theft or use by unauthorized personnel;
- The site shall at all times be kept in a neat and tidy condition. Papers and packaging shall be binned and removed from site and waste stockpiles shall be properly demarcated and the waste removed at regular intervals and disposed of at a registered waste disposal site.
- Natural vegetation shall not be damaged unnecessarily and the working areas of the site be kept to the minimum reasonably possible for construction. An environmental awareness training programme for the construction staff should be implemented by the Contractor/sub-contractor(s) and all workers made aware of the recommended mitigation measures to be implemented.
- No wild animals (birds, snakes, lizards, game, etc.), domestic stock or indigenous plants are to be disturbed unnecessarily in any way by the construction activities or by the construction staff.
- All topsoil (containing indigenous plant seeds, rootstock, etc.) removed – that may be required in future rehabilitation – should be carefully stockpiled for later rehabilitation.
- Measures need to be taken to ensure that contamination from the work camp and lay-down site does not pollute adjacent areas. This should include the diversion of natural run-off away from the works and the containment thereof in drainage retention areas, where applicable.
- Water from dewatering operations shall be disposed of so as not to return to the working area nor to cause damage or erosion to surrounding areas.
- Dust from stockpiles and access roads shall be controlled by watering.
- Precautions need to be taken against oil spillage from heavy equipment through the use of sand or sawdust drip trays. All material (including soil) contaminated

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 203 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- with hydrocarbons should be disposed of as hazardous waste at a registered waste disposal site.
- Any object of historical interest that may be uncovered in the course of the works shall immediately be protected and reported to the Employer's Agent for further action. There is a legal requirement to report any archaeological site of cultural significance to the National Monuments Council, according to the National Heritage Act (Act No. 25 of 1999).
 - The Contractor shall check and supervise his own work and the work of his sub-contractors to ensure that all work is carried out in accordance with the EMP.
 - Sources of imported material shall be listed and approved by the ECO and shall be free of weeds, seeds of alien plants, litter and contaminants;
 - No hazardous substances may be disposed of on-site;
 - The storage of flammable liquids and substances should strictly comply with specifications;
 - Adequate fire-fighting equipment must be readily available at the materials storage and dispensing areas;
 - Adequate precautions shall be provided to prevent spillage during the filling of any tank with flammable and hazardous liquids and during the dispensing of the contents;
 - The site shall at all times be kept in a neat and tidy condition – papers and packaging shall be disposed of into scavenger- and weatherproof bins and the waste removed at regular intervals;
 - Wherever possible, materials used or generated by construction shall be recycled;
 - Provision shall be made for employee facilities including shelter, toilets, washing and eating facilities;
 - Sanitation facilities supplied by the Contractor for the workers shall be maintained in a hygienic state and serviced regularly;
 - Contaminated water, run-off and/or effluent should be prevented from discharging into the groundwater, any water course, drain or sea and should be contained and disposed of at a site approved by the Employer's Agent and Local Authority;
 - Water from dewatering operations shall be disposed of so as not to return to the working area nor to cause damage or erosion to surrounding areas;
 - Dust shall be minimized as far as reasonably possible and controlled by watering;
 - Natural vegetation shall not be damaged unnecessarily and the working areas of the site and along the pipelines shall be kept to the minimum reasonable possible for construction;
 - The Contractor should manage and minimize any noise generated on site so as not to disturb nearby residents;
 - Final audit: On completion of the works, but before the construction site is handed back to the Employer, a thorough environmental inspection or audit impacted by the construction activities shall be carried out and any 'problematic' or damaged areas shall be made good or rehabilitated to the satisfaction of all parties.

C3.5.24.2 Fires and Burning of Vegetation

Under no circumstances whatsoever may fires be lit anywhere on the site of the Works.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 204 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C3.5.24.3 Preservation of Flora and Fauna and Soil Conservation

The Contractor shall :

- a. take all precautions to prevent:
 - i) any damage to trees, shrubs and the surrounding natural environment,
 - ii) fires,
 - iii) loss or injury to domestic or wild animals from any lands used or occupied by the Contractor
- b. refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is absolutely necessary for the execution of the contract
- c. ensure that no vegetation, trees or shrubs outside the site boundaries are disturbed, damaged or destroyed. A penalty of R1,000 per incident may be charged to the Contractor,
- d. take care to cause the minimum disturbance to the fauna and flora,
- e. take measures as to ensure that his employees are aware of and abide by all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- f. prohibit all firearms from the site and temporary camps.

C3.5.24.4 Protection of Trees, Shrubs and Surrounding Environment

The Contractor shall ensure that no trees, shrubs or the surrounding natural environment outside the site boundaries are disturbed, damaged or destroyed.

A penalty of R1,000 per tree or shrub damaged or destroyed or for damage to the natural surrounding environment may be charged to the Contractor. The Employer's Agent shall have the right to permanently exclude any person from the site who causes any damage to the natural environment.

C3.5.24.5 Prevention of Poaching

The Contractor shall ensure that none of his employees partake in any poaching activities of any nature during the duration of the contract.

Any person caught poaching shall be banned from the site of the Works and shall be prosecuted under the relevant laws.

The Contractor shall be liable for a fine of R5,000 for the first incidence of poaching committed by any of his employees, whether the employee is prosecuted or not. The fine shall double for each and every incident thereafter up to a maximum of R20,000 per incidence. Repeated incidents may be considered as cause for cancellation of the contract in terms of Clause 9.2.1.3.5 of the GCC 2015

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 205 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C 3.6 Specification Data

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "PS" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, a new clause number is given following the last clause number used in the specification. New clauses are followed by an asterisk (*).

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

Where the context requires, words importing the singular also include the plural and vice versa, and words importing the masculine gender also include the feminine and neuter.

List of applicable Standard Specifications

APPLICABLE SABS STANDARDS

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Employer's Agenting Construction SABS 1200.

Although not bound in, nor issued with this document, the following sections of the Standard Specifications of SABS 1200 shall form part of this Contract:

Specification	Series	Year	Title
SABS 1200	A	1986	General
SABS 1200	AB	1986	Employer's Agent's Office
SABS 1200	C	1980	Site clearance
SABS 1200	D	1988	Earthworks
SABS 1200	DB	1989	Earthworks (pipe trenches)
SABS 1200	G	1982	Structural Concrete
SABS 1200	GE	1984	Pre-Cast concrete
SABS 1200	HA	1990	Structural Steelwork (Sundry Items) including GRP

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 206 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

SABS 1200	L	1983	Medium pressure pipeline
SABS 1200	LB	1983	Bedding (pipes)
SABS 1200	LC	1981	Cable Ducts
SABS 1200	LE	1982	Stormwater Drainage
SABS 1200	MM	1984	Ancillary Works

The variations to and additions to the standard specifications are included under the section called Amended Standard Specifications and are prefixed "P" followed by the standard clause alphabetical reference. Such amendments take precedence over the SABS Standard Specification.

Particular Specifications are included under the section called Particular Specifications.

Where a Particular Specification is in conflict with either the variations or additions to the standardised specifications or the SABS/SANS Standard Specifications, clarification shall be obtained from the Employer's Agent.

APPLICABLE SANS SPECIFICATIONS

The following SANS specifications are also applicable to this document, unless amended in any particular specification or shown as an amended standards specification. The Contractor is advised to obtain these standard specifications from Standards South Africa (a division of SABS) in Pretoria.

Specification	Year	Title	Applicable to:
SANS 62 - 1	2013	Steel Pipes Part 1 – Pipes suitable for threading and of nominal size not exceeding 150mm	
SANS 62 - 2	2009	Steel Pipes Part 2 – Screwed pieces and pipe fittings of nominal size not exceeding 150mm	
SANS 0100 - 2	2014	The Structural use of Concrete - Materials and execution of work	
SANS 0102 - 1	2013	The selection of pipes for buried pipelines - General Provisions	PSLB
SANS 121	2011	Hot dip galvanised coatings on fabricated iron steel articles – Specification and Test Methods	PSL
SANS 135	2011	Metallic coatings – Electrodeposited coatings of nickel plus chromium and of copper plus nickel plus chromium	PSL

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 207 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Specification	Year	Title	Applicable to:
SANS 136	2008	Metallic Coatings – Electrode deposited coatings of nickel	PSL
SANS 227	2007	Burnt Clay Masonry Units	PA_Brickwork
SANS 657	2011	Steel tubes for o-pressure purposes Part 1: Sections for scaffolding, general Employer's Agenting and structural applications	PSMM
SANS 664 - 1	2011	Wedge gate and resilient seal valves for waterworks: Part 1: General	PSL
SANS 664 - 2	2011	Wedge gate and resilient seal valves for waterworks: Part 2 Wedge gate valves	PSL
SANS 664 - 3	2011	Wedge gate and resilient seal valves for waterworks: Part 3 Resilient seal valves	PSL
SANS 665-1	2012	Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 1	PSL
SANS 665-2	2011	Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 2 - Wedge Gate Valves	PSL
SANS 665-3	2011	Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 3 - Resilient Seal Valves	PSL
SANS 719	2008	Electric welded low carbon steel pipes for aqueous fluids (large bore) (200mm nominal bore to 2230mm)	PSL
SANS 830	2009	Performance standards in building - Principles for their preparation and factors to be considered	PSG
SANS 861	2008	Method	PSG
SANS 878	2012	Ready mixed concrete	PSG
SANS 929	2008	Plywood and composite board	PSLE
SANS 974-1		Rubber gaskets	PSLE
SANS 1083	2006	Aggregates from natural resources – Aggregates for concrete	PSG, PSMF
SANS 1085		Concrete testing	PSG
SANS 1090	2009	Aggregates from natural resources - Fine aggregates for plaster and mortar	PA_Brickwork
SANS 1117	2007	Plastic wrappings for the protection of steel pipelines	PSL
SANS 1123	2017	Pipe Flanges	PSL
SANS 1217	2015	Internal and external organic coating protection of buried steel pipelines	PSL
SANS 1491 - 1 Super	2005	Portland cement extenders - Ground granulated blast furnace slag (GGBS)	PSG
SANS 1491 - 2 Super	2005	Portland cement extenders - Pulverised Fly Ash (PFA)	PSG

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 208 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Specification	Year	Title	Applicable to:
SANS 1491 - 3 Super		Portland cement extenders- Condensed Silica Fume (CSF)	PSG
SANS 1529		Mechanical Water meters - potable water	PSL
SANS 1551 - 1	2008	Check valves (flanged and wafer types) : Part 1: PN Series	PSL
SANS 1700-1 - 1	2010	Fasteners Part 1: Terminology and nomenclature Section 1: Bolts, screws, nuts and accessories	PSL, PSH, PSHA
SANS 1700-2 - 1	2003	Fasteners Part 2: Screw threads Section 1: ISO general purposes screw threads - Basic profile - Metric screw threads	PSL, PSH, PSHA
SANS 1700-4 - 1	2003	Fasteners Part 4: Tolerances Section 1: Tolerances for fasteners - Bolts, screws, studs and nuts - Product grades A, B and C	PSL, PSH, PSHA
SANS 1700-5 - 1	2011	Fasteners: Part 5: General requirements and mechanical properties: Section 1: Mechanical properties of fasteners made of carbon steel and alloy steel - Bolts, screws and studs	PSL, PSH, PSHA
SANS 1849	2008	Butterfly valves for general purposes	PSL
SANS 1914	2002	Targeted Construction Procurement. Part 1 – Participation of targeted enterprises	CPG req
SANS 1921- 1 to 6		Construction and Management requirements for works standards and associated specification data	PS
SANS 1921 – 1	2018	Construction and Management Requirements for Works Contracts Part 1: General Employer's Agenting and Construction Works and where accommodation of traffic is involved	PS
SANS 1921 - 2	2018	Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor	PS
SANS 1921 - 3	2018	Construction and Management Requirements for Works Contracts Part 3: Structural Steelwork	PS
SANS 1921 - 4	2018	Construction and Management Requirements for Works Contracts Part 4: Third party management support in works contracts	PS
SANS 1921 - 5	2004	Construction and Management Requirements for Works Contracts Part 3: Earthworks activities which are to be performed by hand	PS
SANS 1921 - 6	2004	Construction and Management Requirements for Works Contracts Part 6: HIV/AIDS Awareness	PS
SANS 6085		Testing of Concrete	PSG

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 209 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Specification	Year	Title	Applicable to:
SANS 5772	2004	Preparation of steel substrates before the application of paints and related products – surface roughness characteristics of blast cleaned steel surfaces – Profile of blast cleaned surfaces determined by a micrometer profile gauge	PSL, PSH, PSHA, PA_Corrosion Protection
SANS 6085	2006	Concrete tests - Initial drying shrinkage and wetting expansion of concrete	PSG
SANS 10064	2011	The preparation of steel surfaces for coating	PA_Corrosion Protection
SANS 10129	2006	Plastic tape wrapping of steel pipelines	PSL
SANS 10164-1	1980	The structural use of masonry Part 1: Unreinforced masonry walling	
SANS 10396	2003	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures	PSL
SANS 50196 - 1&2	1994	Portland cement	PSG
SANS 50196 - 4	1993	Portland cement	PSG
SANS 50196 - 5	1994	Portland cement	PSG
SANS 50196 - 6&7	1989	Portland cement	PSG
SANS 50196 - 1&2	1989	Portland cement	PSG
SANS 50413 - 1&2	1994	Portland cement	PSG
SANS 50196 - 3	1994	Portland cement	PSG
SANS 50197 - 1		Cementitious materials for concrete	PSG
SANS 50934 - 2	2009	Admixtures for concrete, mortar and grout: Part 2: Concrete admixtures, conformity, marking and labelling	PSG
SANS 50934 - 6	2011	Admixtures for concrete, mortar and grout Part 6: Sampling, conformity control and evaluation of conformity	PSG
SANS 51317 - 2	2009	Road restraint systems Part 2: Performance classes, impact test acceptance criteria and test methods for safety barriers.	PSMM, PS
SANS 53263 - 1	2011	Silica fume for concrete Part1: Definitions, requirements and conformity criteria	PSG
SANS 53263 - 2	2011	Silica fume for concrete Part 2: Conformity evaluation	PSG

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 210 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

APPLICABLE INTERNATIONAL AND OTHER STANDARD SPECIFICATIONS

The following additional standard specifications are relevant to in this contract and the Contractor is advised to obtain these from the relevant authorities:

Specification	Year	Title	Applicable to:
ANSI/API 5L: 44th edition		Specification for Line Pipe.	
API 1104: 20th edition		Welding of Pipelines and Related Facilities.	PSL
ASTM A234/A234M-11a		Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service	PSL
BS 10		Flange drilling patterns	PSL
BS 1200		Sand for plaster and mortar	PA_Brickwork
BS 1387		Non alloy steel tubes suitable for welding and threading	PSHA
BS 1881:124	2015	Testing concrete: Methods for analysis of hardened concrete	PSG
BS 5135	1984	Specification for Arc welding of carbon and carbon manganese steels	PSG
BS 5155 Super	1984	Specification for butterfly valves	PSL
BS 534	1990	Steel pipes, joints and specials for water and sewage	PSL
BS 537		Specification for low carbon 17/12 chromium-nickel-molybdenum corrosion-resisting steel sheet and strip (500Mpa)	PSL
BS 4504		Flange drilling patterns	PSL
BS EN 593	2017	Industrial valves. Metallic butterfly valves for general purposes	PSL

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 211 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Specification	Year	Title	Applicable to:
BS EN 1092-1	2018	Flanges and their Joints – Circular flanges for pipes, valves, fittings and accessories, PN designated steel flanges	PSL
BS EN 10240	1998	Internal and or external protective coatings for steel tubes. Specification for hot dipped galvanized coatings applied in automatic plants	PSL, PA_Corrosion Protection
BS EN 10311	2005	Joints for the connection of steel tubes and fittings for the conveyance of water and other aqueous liquids	PSL
ISO 1456	2009	Metallic and other inorganic coatings - Electrodeposited coatings of nickel, nickel plus chromium, copper plus nickel and copper plus nickel plus chromium	PSL, PSH, PSHA
ISO 1458	2002	Metallic coatings: Electrodeposited	PSL, PSH, PSHA
ISO 1461	1999	Specifying hot dipped galvanising	PSL, PSH, PSHA
ISO 4074	2014	Natural rubber latex male condoms	SANS 1921, PS
ISO 4998	1996	Continuous hot dip zinc coated carbon steel sheet of structural quality	PSL, PSH, PSHA
ISO 8501-1	2007	Preparation of steel substrates before application of paints and related products - Visual assessment of surface cleanliness - Part1: Rust grades and preparation grades of uncoated steel substrates and of steel substrates after overall removal of previous coatings	PSL, PSH, PSHA
ISO 8503-1	2012	Preparation of steel substrates before application of paints and related products - Surface preparation methods - Part1: General principles	PSL, PSH, PSHA
ISO 8504-1	2019	Preparation of steel substrates before application of paints and related products - Surface roughness characteristics of blast cleaned steel substrates - Part1: Specification and definitions for ISO surface	PSL, PSH, PSHA

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 212 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

Specification	Year	Title	Applicable to:
		profile comparators for the assessment of abrasive blast cleaned surfaces	
ISO 3575	2016	Continuous hot dip zinc coated carbon steel of commercial, lock forming and drawing grades	PSH, PSHA
ISO 14713-1	2017	Zinc coatings - guidelines and recommendations for the protection against corrosion of iron and steel in structures - Part1: General principles of design and corrosion resistance	PSH, PSHA
SIS 05 59 00	1967	Pictorial surface preparation standards for painting steel surfaces	PSHA

The variations to and additions to the standard specifications are included under the section named Amended Specifications and in some cases in the Particular Specifications. Such amendments take precedence over the Standard Specification as noted above.

Particular Specifications are included under section named Particular Specifications. Where a Particular Specification is in conflict with either the variations or additions to the standardised specifications or the Standardised Specifications listed, clarification shall be obtained from the Employer's Agent.

List of applicable Particular Specifications

SPEC PDA	QUALITY CONTROL AND ASSURANCE SYSTEMS
SPEC SDPDA	QUALITY CONTROL AND ASSURANCE SYSTEMS
SPEC PAM	HEALTH AND SAFETY SPECIFICATION
SPEC PEM	ENVIRONMENTAL MANAGEMENT
SPEC CVD	COVID 19 HEALTH & SAFETY SPECIFICATION

Works shall comply to SABS 1200

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 213 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C4

SITE INFORMATION

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 214 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

C.4.1 LOCALITY

PROPOSED LOCATION

The project is located at Mhlathuze Water Head Office in Alton, Richards Bay



Source: Google Earth

FIGURE 1 PROPOSED LOCATION

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 215 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C5

TENDER DRAWINGS

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 216 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C6

TENDER ANNEXURES

Annexure A - Electronic Book of Drawings

Annexure B – Excel Tender BoQ (for information only)

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 217 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

PART C7 Special Conditions of Contract

SPECIAL CONDITIONS CONTRACT

1. DEFINITIONS

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

1.1 Breach

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

1.2 Information

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

1.3 Intellectual Property Rights

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

1.4 Start date

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 218 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

2. INTERPRETATION

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 219 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 2.12 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 2.13 The rule of construction that this Contract shall be interpreted against the Party responsible for the drafting of this Contract, shall not apply;
- 2.14 No provision of this Contract shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Contract.
- 2.15 If there is any conflict between the provisions of this the Terms of Contract in the Standard Professional Services Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall prevail.
- 2.16 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. DURATION

This contract shall commence on the date the successful bidder signs the letter of appointment and shall continue for a period of 3 months, unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.

4. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 220 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

5. CORRUPT PRACTICES

- 5.1 Any- (a) official from the employer or service provider who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) Person who, directly or indirectly, gives or agrees or offers to give any gratification to a person, whether for the benefit of that person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-
- (i) That amounts to the- (aa) illegal, dishonest, unauthorized, incomplete, or biased; or
- (bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
- (ii) That amounts to- (aa) the abuse of a position of authority;
- (bb) a breach of trust; or
- (cc) the violation of a legal duty or a set of rules;
- (iii) Designed to achieve an unjustified result; or
- (iv) That amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corrupt activities.
- 5.2 Without derogating from the generality of 5.1, "to act" in 5.1 includes-
- (a) Voting at any meeting;
- (b) Performing or not adequately performing any project functions;
- (c) Expediting, delaying, hindering or preventing the performance of an official act;
- (d) Aiding, assisting or favoring any particular person in the transaction of any business;
- (e) Aiding or assisting in procuring or preventing the passing of any vote or the granting of any contract or advantage in favor of any person in relation to the transaction of any business;
- (f) Showing any favor or disfavor to any person in performing a function of the project;
- (g) diverting, for purposes unrelated to those for which they were intended, any property belonging to the state which such officer received by virtue of his or her position for purposes of administration, custody or for any other reason, to another person; or
- (h) Exerting any improper influence over the decision making of any person performing functions in the project.

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 221 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

6. HEALTH AND SAFETY

- 6.1 The Service Provider shall have no claim against the Employer or any of its employees in the event of any loss, accident or injury whether fatal or otherwise, occurring to the Service Provider, its designated employees on the premises or whilst providing the services to the Employer, whether such loss, damage, accident or injury occurs from any cause whatsoever, nothing at all excepted.
- 6.2 The Service Provider warrants that as an employer it is fully compliant with the relevant sections of the Occupational Health And Safety Act, Act 85 of 1993 ("the OHAS act") as amended and the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ("the COIDA") as amended.
- 6.3 The Service Provider indemnifies and holds the Employer harmless for the injury, damage or loss suffered by any person in its employ as a result of the services provided howsoever arising and undertakes to compensate the Employer fully for any loss sustained by the Employer through and arising as a result of the provision of the services.
- 6.4 The services shall be conducted in a safe and responsible manner and to this end the Service Provider certifies that it is fully conversant with the provisions of the OHAS act and that the service provider and its designated employees will adhere to the same.
- 6.5 The service provider shall bear full responsibility for ensuring that the provisions of the OHAS act and its regulations are properly implemented in the premises designated for the services in respect of all aspects of the services to be undertaken and that all other laws that pertain to the services will also be complied with.

7. GOOD FAITH AND REASONABLENESS

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 222 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

8. CONTINUED EFFECT – NO WAIVER

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

9. NOTICES

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 223 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

The new address becomes effective on receipt by the addressee of such written notice. A notice shall be necessary in respect of a new or changed facsimile number.

10. INVALIDITY AND SEVERABILITY

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

11. WAIVER

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.

13 STIPULATIO ALTERI

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

12. QUARTERLY PERFORMANCE EVALUATIONS

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 224 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

- 12.4 The Service Provider shall assist the employer with these assessments in any way reasonably expected and the employer may inform the Service Provider of its results.

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

- 13.1 The Employer is a public entity regulated by the PFMA as set in the Preamble of the contract.
- 13.2 Section 51(b)(ii) of the PFMA obliges the Employer as a public entity, to "prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity;".
- 13.3 Section 51(d)(ii) of the PFMA obliges the Employer as a public entity, to "... comply with any tax, levy, duty, pension and audit commitments...".
- 13.4 In the event that there are adverse audit findings by the Auditor General in respect of this contract and an investigation is undertaken by the Employer pursuant to those audit findings, in respect of which there is real apprehension that the contract between the Employer and the Service Provider may be affected, and the investigation is not yet complete, it would present a legal impossibility for the Employer to perform in so far as paying the Service Provider's submitted invoices is concerned.
- 13.5 In this event the Service Provider will utilise clause 14 of this agreement to resolve such a dispute and will not institute any formal legal proceedings against the employer.

14. DOMICILIUM

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

Physical address:	Cnr of South Central Arterial and Battery Bank Road, Alton, Richards Bay, 3900
Postal address:	P/Bag X1047, Richards Bay, 3900
Telephone no.	035 902 1037
Email address:	simndaweni@mhlathuze.co.za
Contact Person:	Mr Sihle Mndaweni Contract Specialist, SCM

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 225 of 226

MHLATHUZE WATER
CONTRACT NO. MW/82/3/2022/2023
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI
WATER TREATMENT WORKS - COMPLETION

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

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

15. COSTS

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

DESCRIPTION	CONTRACT No.	DATE	PAGE No.
DESIGN AND CONSTRUCTION OF A NEW POLYMER TANK BUND WALL AT NSEZI WATER TREATMENT WORKS - COMPLETION	MW/82/3/2022/2023	March 2023	Page 226 of 226