



MHLATHUZE WATER

CONTRACT NO. MW/28/11/2022/2023

**PRE-FEASIBILITY STUDY:
DESALINATION OF SEAWATER**

TENDER SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Contact No. _____

Email: _____

TENDER CLOSING DATE: 18 January 2023 at 12h00

Enquiries: For technical enquiries Ms Sekela Ndlamla on Tel: 035 902 1017 or e-mail tenders@mhlathuze.co.za and for other enquiries contact Mr Sihle Mndaweni on Tel: 035 902 1037 or e-mail simndaweni@mhlathuze.co.za

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PART 1

Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER					
BID NUMBER:	MW28/11/2022/2023	CLOSING DATE:	30January 2023	CLOSING TIME:	12h00
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

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

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

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AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY	MHLATHUZE WATER	CONTACT PERSON
CONTACT PERSON	SIHLE MNDAWENI	SEKELA NDLAMLA
TELEPHONE NUMBER	035 902 1037	TELEPHONE NUMBER
FACSIMILE NUMBER	N/A	035 902 1017
E-MAIL ADDRESS	tenders@mhlathuze.co.za	FACSIMILE NUMBER
		N/A
		E-MAIL ADDRESS

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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TENDER NOTICE AND INVITATION TO TENDER

Mhlathuze Water (MW) is a water board, established in terms of the Water Services Act, 1997 (Act No. 108 of 1997). Its core operations concern the supply of bulk water and the disposal of bulk wastewater. It is a State-Owned Entity listed in Schedule 3B of the Public Finance Management Act, 1999 (PFMA) (Act No. 1 of 1999).

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent, Tenderer** or **Bidder**] for the provision of: **PRE-FEASIBILITY STUDY: DESALINATION OF SEAWATER**

Mhlathuze Water hereby invites offers from competent and experienced Professional Service Providers (PSP) to conduct a:

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Evaluation method:

80/20, Preference Point Scoring System in terms of PPPFA using method 2 Price, Preference with the minimum qualifying Functionality Evaluation score shall be 23 points.

A compulsory clarification meeting, will be held at **Mhlathuze Water Head Offices, Ulwazi / Training Meeting Room** on **Day, 13 December 2022** starting at **10h00**.

Tenderers are required to confirm their attendance at the clarification meeting before 3 days of the meeting taking place so that necessary arrangements can be made. This notification must be sent to e-mail tenders@mhlathuze.co.za

Tenderers are also encouraged to check on the e-tenders portal for any addendums that may arise.

The RFP can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: www.tenders.gov.za (free of charge) from **Day, 30 November 2022** until **Day, 17 January 2023**

Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate before **12h00** noon, on **18 January 2023**. Submission must be in a sealed envelope that is clearly marked – **MW 28/11/2022/2023: PRE-FEASIBILITY STUDY: DESALINATION OF SEAWATER** and addressed to Mhlathuze Water–Supply Chain Management.

BIDDERS ARE ENCOURAGED TO REGISTER ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE.

Mhlathuze Water is not bound to accept the lowest bid or furnish any reason for the acceptance or part rejection of any bid and reserves the right to accept any bid or part thereof. Mhlathuze Water reserves the right to award in full or partly award this bid.

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PART T1

TENDERING PROCEDURES

T1.2 Tender Data

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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 Professional Services Contract.

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

Clause Number	Addition or Variations Standard Conditions of Tender
C.1.1	The Employer is Mhlathuze Water
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Part T1 Tender Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 Preferential Procurement Regulations T1.4 Standard Conditions of Tender</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part C1 Agreements and Contract Data</p> <p>C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Instructions C2.2 Pricing Schedule</p> <p>Part C3 Scope of Work</p> <p>C3.1 Description of Works C3.2 Technical Data</p> <p>Part C4 Site Information</p> <p>C4.1 Site Information</p>
C.1.3	Contract Period: 06 Months

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C.1.4	<p>The Employer's Agent details are as follows:</p> <p>Name : Sihle Mndaweni</p> <p>Address : Cnr Battery Bank and South Central Arterial Alton Richards Bay 3900</p> <p>P.O. Box 1264 Richards Bay 3900</p> <p>Tel. No. : +27 (0) 35 902 1037 Fax No. : +27 (0) 35 902 1111 E-Mail : tenders@mhlathuze.co.za</p>
C.2.1	<p>Eligibility</p> <p>The following information/certificates must be submitted with tender offers. Tenderers must accept that failure to submit certificates stated in the Tender Data and failure to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further for functionality paying special attention to the following:</p> <p>Study Leader must</p> <p>Be registered as a Professional Engineer (Pr. Eng.) / Professional Technologist (Pr. Tech. Eng.) with Engineering Council of South Africa (ECSA) with an Active status.</p>
C.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.
C.2.7	<p>Compulsory Site Meeting / Briefing Session</p> <p>A compulsory tender Briefing Session will be held at Mhlathuze Water Training Room on day, 13 December 2022 at 10h00.</p>
C.2.8	Accept that failure to request clarification on tender documents, in at least 10 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 7 working days prior to the closing date.
C.2.9	The Employer does not provide insurance. The Service Provider is responsible for providing full insurance cover for the contract.
C.2.12	<p>Criteria for alternative tender offers</p> <p>No alternative tender offers will be accepted.</p>
C.2.13.3	No copies of tender offer are required

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C.2.13.4	<p>Add the following after the first sentence of Clause C.2.13.4:</p> <p>The tender shall be signed by a person duly authorised to do so.</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box : Mhlathuze Second Security Gate Entrance</p> <p>Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900</p> <p>Identification Details : MW28/11/2022/2023</p> <p>PRE-FEASIBILITY STUDY: DESALINATION OF SEAWATER</p>
C.2.13.6	<p>A two-envelope procedure will NOT be followed.</p> <p>Evaluation Process</p> <p>1. Eligibility – First Stage of Evaluation Accept that tenders will go through the first stage of evaluation (Eligibility – C2.1). Bidders who passed the first stage will be further evaluated for functionality/capability/quality (second stage).</p> <p>2. Functionality/Capability/Quality – Second Stage of Evaluation Accept that failure to score the minimum points set out for functionality/capability/quality as stipulated in the Tender Data Clause F.3.11.9 of this Tender shall warrant disqualification from further evaluation process.</p> <p>3. Preference Point System – Third Stage of Evaluation All bidders that would have qualified in the second stage of evaluation will be further evaluated for Price and Historically disadvantaged individuals and according to the type of company/business, for this project 80/20 will be applicable.</p> <p><i>Mhlathuze Water reserves the right to conduct due diligence on bidder(s) before the award.</i></p>
C.2.15.1	<p>The closing time for submission of tender offers is @ 12h00 on 30 January 2022</p> <p>Telephonic, telegraphic, telex, or facsimile or e-mailed and late tender offers will not be accepted.</p>
C.2.16.1	The tender offer validity period is 90 (ninety) days from the tender closing date.
C.2.16.1	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.

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C.2.23	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined.
C.3.3 C.3.4	<p>Tenders will be opened in public. Open tender system will be implemented.</p> <p>Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate Entrance before 12h00 on day, 30 January 2023.</p> <p>Submission must be in an envelope that is clearly marked – MW 28/11/2022/2023: PRE-FEASIBILITY STUDY: DESALINATION OF SEAWATER and addressed to Mhlathuze Water–Supply Chain Management.</p>
C.3.5	A two-envelope procedure will not be followed.
C.3.7	<p><i>Add the following to the end of Clause C.3.7:</i></p> <p>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.</p>
C.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.3.11.3	Method 2: Financial offer and Preference (Financial offer discount on is not applicable)
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 80$
F.3.11.9	<p>Maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes.</p> <p>Total maximum evaluation points for the items: 44</p> <p>The minimum number of evaluation points for functionality shall be 35 (80%), failing which the tender shall be regarded as being nonresponsive.</p> <p>Tenderers who will pass functionality, will then be evaluated on price per segment. Tenderers are encouraged to carefully read the Pricing Instructions on Section C2.</p> <p>The Functionality criteria and maximum score in respect of each of the criteria are as follows:</p>

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Functionality Sub criteria Maximum of Points Criteria	SUB CRITERIA	Maximum Points
Company Experience in the industry	<p>a) Experience of the company in conducting pre-feasibility/feasibility studies for desalination plants. Only completed projects (studies only) will be considered.</p> <ul style="list-style-type: none"> • 4 Projects and more 8 • 3 Projects 6 • 2 Projects 4 • 1 Project 2 <p>b) Contract Value for each project (studies only) completed for Desalination Plants. Only completed projects (studies only) will be considered.</p> <ul style="list-style-type: none"> • At least one project of R6 000 000.00 and above 10 • At least one project of R5 000 000.00 up to R5 999 999.00 8 • At least one project of R4 000 000.00 up to R4 999 999.00 6 • At least one project of R2 000 000.00 up to R3 999 999.00 4 • At least one project of R500 000.00 to R2 000 000.00 2 <p>Tenderers must complete Returnable T2.2.11 in full detail, including the above information. Tenderers are to ensure that the referee stamps Returnable T2.2.11, or else the Company experience points will not be allocated.</p> <p>Alternately, Positive written reference letters by authorized signatory confirming successful performance on previous projects on Desalination Plants must be submitted in order for points to be claimed. Failure to attach positive reference letters will result in points not being allocated. The reference letters must include the period, the value of the contract and a statement that indicate that the project was completed successfully.</p>	
	MAXIMUM POINTS	18
Key Personnel Qualifications and Experience	<p>a) The Study Leader – must have BSc/BEng/BTech in Civil/Chemical Engineering as a minimum qualification and experience in projects lifecycle involvement (preliminary studies or pre-feasibility / feasibility studies or sustainability studies or viability studies) for desalination plants including interfacing with other discipline/s in the built environment. Must be registered as a Professional Engineer (Pr. Eng.) / Professional Technologist (Pr. Tech. Eng.) with Engineering Council of South Africa (ECSA) and Active registration status.</p> <ul style="list-style-type: none"> • Greater than 15 years relevant experience 10 • Greater than 10 to 15 years relevant experience 7 • Greater than 5 to 10 years relevant experience 5 • From 3 to 5 years relevant experience 3 <p>NB: The Service Provider can propose to use one resource as Study Leader and Civil / Chemical Engineer for this Contract.</p>	

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	<p>b) Civil Engineer – must have BSc/BEng/BTech in Civil Engineering as a minimum qualification as well as relevant applicable experience. Must be registered as Pr. Eng. or Pr. Tech. Eng. with ECSA and Active registration status.</p> <ul style="list-style-type: none"> • Greater than 7 years relevant experience 3 • Greater than 5 to 7 years relevant experience 2 • Greater than 3 to 5 years relevant experience 1 • From 1 to 3 years relevant experience 0 <p>c) Chemical Engineer/Process Engineer – must have a minimum BSc/BEng/BTech in Chemical Engineering as a minimum qualification as well as relevant applicable experience. Must be registered as Pr. Eng. or Pr. Tech. Eng. with ECSA and Active registration status.</p> <ul style="list-style-type: none"> • Greater than 7 years relevant experience 3 • Greater than 5 to 7 years relevant experience 2 • Greater than 3 to 5 years relevant experience 1 • From 1 to 3 years relevant experience 0 <p>d) Environmental Specialist – must have a minimum BSc/BEng/BTech in Environmental Science / Environmental Studies / Natural Science as well as relevant applicable experience. Must be professionally registered with South African Council for Natural Scientific Professions (SACNASP).</p> <ul style="list-style-type: none"> • Greater than 7 years relevant experience 10 • Greater than 5 to 7 years relevant experience 7 • Greater than 3 to 5 years relevant experience 5 • From 1 to 3 years relevant experience 3 <p>The Service Provider can propose to use one resource as Study Leader and Civil / Chemical Engineer for this Contract.</p> <p>CVs showing relevant experience with contactable references must be submitted with certified copies of proof of qualification and must indicate who will be fulfilling these roles. Verification of personnel experience reflected in the CV and qualifications will be conducted prior to appointment.</p>	
	MAXIMUM POINTS	26
	TOTAL POINTS	44

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C.3.17	<p>Add the following to the clause:</p> <p>Accept that tender offers will only be accepted if:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. <p>The successful tenderer shall receive one copy of the signed contract.</p>
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TENDERING PROCEDURES

T1.3 Preferential Procurement Regulations

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PART T1

TENDERING PROCEDURES

T1.4 Standard Conditions of Tender

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STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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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 utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

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C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data, shall be invited to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

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C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

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C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C2.10.2 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.

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- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

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

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

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C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

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C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetic errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices;
 - (ii) the summation of the prices.

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

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

- a) if bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross

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misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

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- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

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C.3.15 Complete adjudicator's contract

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

C.3.16 Notice to unsuccessful tenderers

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

- END OF SECTION -

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PART T2

RETURNABLE DOCUMENTS

List of Returnable Documents

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T2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers are required to submit the following with their tenders:

No.	Description	Submitted YES / NO
T2.1.1	Proof of Company Registration	
T2.1.2	In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.	
T2.1.3	Proof of Registration with National Treasury Central Supplier Database (CSD)	
T2.1.4	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status) / Tax Clearance Certificate	
T2.1.5	Certified copies of Identity Documents of Shareholders / Members / Directors of the business (not applicable if a company is a 100 % subsidiary)	
T2.1.6	Certified and valid copy of BBBEE Certificate or a Sworn affidavit	

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

Essential Returnable Documents

No.	Description	Submitted YES / NO
T2.1.7	Proof of Professional Indemnity to the minimum value of R5,000,000.00	
T2.1.8	ISO 9001 Certification and Quality Management Plan	

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

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T2.1 LIST OF RETURNABLE COMPULSORY DOCUMENTS FOR TECHNICAL ASSESSMENT AND COMPLIANCE

No.	Description	Submitted YES / NO
T2.1.9	Company Experience in the industry	
T2.1.10	Curriculum Vitae (CV) of the proposed Key Personnel, including certified copies of Qualifications, Professional Registrations, etc.	
T2.1.11	Proposed Programme of Works	
T2.1.12	Proposed Methodology	

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

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T2.1.1: PROOF OF COMPANY REGISTRATION

[Insert here]

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

[Insert here]

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

[Insert here]

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

[Insert here]

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**T2.1.5: PROOF CERTIFIED AND VALID COPY OF BBBEE CERTIFICATE
OR A SWORN AFFIDAVIT**

[Attach here]

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**T2.1.6: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF
SHAREHOLDERS / MEMBERS / DIRECTORS OF THE BUSINESS**

[Attach here]

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T2.1.7: PROOF OF PROFESSIONAL INDEMNITY

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T2.1.8: ISO 9001 CERTIFICATION AND QUALITY MANAGEMENT PLAN

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

[Attach here]

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T2.1.19: CURRICULUM VITAE (CV) OF THE PROPOSED KEY PERSONNEL WITH CERTIFIED QUALIFICATIONS, PROFESSIONAL REGISTRATION, etc.

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

CV to definitively outline the following:

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

[Attach here]

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

Schedule No.	Description	Page No
T2.2.1	Compulsory Enterprise Questionnaire	60 – 61
T2.2.2	Authority of Signatory	62 – 63
T2.2.3	Compulsory clarification/site briefing certificate	64 – 64
T2.2.4	Schedule of Work Experience	65 – 65
T2.2.5	Tenderer Bank Details	66 – 66
T2.2.6	Addenda/Notice(s) issued to Tenderers (IF ANY)	67 – 67
T2.2.7	Alterations/Amendments by Tenderer (IF ANY)	68 – 68
T2.2.8	Proposed Sub-consultants	69 – 69
T2.2.9	Bidder's Disclosure	70 – 72
T2.2.10	Preferential Points Claim Form	73 – 77
T2.2.11	Schedule of Tenderer's Reference Checks	78 – 79

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T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

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

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

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

Name: _____ **Position:** _____

Enterprise Name: _____

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T2.2.2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

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

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

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

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

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

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

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

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

behalf of :

(*Print Company Name*)

.....
.....

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Signed on behalf of Company:

In his/her capacity as:

Date:

SIGNED ON BEHALF OF TENDERER:

SIGNATURE OF SIGNATORY:

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T2.2.3: CERTIFICATE OF ATTENDANCE AT SITE MEETING

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

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

Particulars of person attending the meeting:

Name: _____ Signature: _____

Capacity: _____

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

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

1. Name: _____ Capacity: _____

Signature: _____ Date: _____

2. Name: _____ Capacity: _____

Signature: _____ Date: _____

SCM STAMP:

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T2.2.4: SCHEDULE OF WORK EXPERIENCE

Company (Client) Name and Contact Details	Experience of the Company in the pre-feasibility / feasibility study: Desalination of Seawater Plant/s	Contract Value	Contract Duration Start and End Dates

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

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

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T2.2.5: TENDERER BANK DETAILS

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.

The letter should also reflect bank rating.

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

I/We confirm that the following communications / 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.)

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

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

Attached additional pages if more space is required. Specify number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Tenderer)

DATE: _____

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T2.2.7: ALTERATIONS / AMENDMENTS BY TENDERER

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 C.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

Attached additional pages if more space is required. Specify the number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Tenderer)

DATE: _____

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T2.2.8: PROPOSED SUBCONSULTANTS

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

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

I/We confirm that all sub consultant(s) who are contracted to consults are registered with ECSA.

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

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

SIGNATURE: _____
(On behalf of the Tenderer)

DATE: _____

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T2.2.9: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

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T2.2.10: PREFERENCE POINTS CLAIM FORM

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- The value of this bid is estimated to *not exceed* R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms

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of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1** B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1** If yes, indicate:

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

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE ADDRESS

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

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

<u>A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE</u>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Full tenderer's name as it will appear on the Form of Offer</div>
<u>B : CONTACT DETAILS OF ORGANISATION / PERSON WHO IS PROVIDING THE REFERENCE (REFEREE)</u>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Full details of the organisation / person providing the reference</div>

<u>C : DETAILS OF THE TENDER WHICH IS CURRENTLY BEING PREPARED:</u>
Contract Number: _____
Description: <u>Pre-feasibility: Desalination of Seawater</u>
Estimated Performance Period <u>06 months</u>
<u>E : DETAILS OF THE CONTRACT WHICH WAS COMPLETED FOR THE ORGANISATION PROVIDING THE REFERENCE</u>
Description : _____ _____
Date Started : _____ Date completed : _____ / Value on completion : R Incl. VAT

F : Ratings on aspects below on the performance of the tenderer (A above) on the contract / project (E above)	UNACCEPT- ABLE	ACCEPTABLE
Tenderer completed the work successfully and timeously		

SIGNATURE: _____

DATE: _____

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H :DETAILS OF SIGNATORY ABOVE

Full Names : _____

Capacity : _____

Landline : _____ **Cell phone :** _____

Email : _____

COMPANY STAMP: REFEREE

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PART C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

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FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT NO: MW/28/11/2022/2023

PRE-FEASIBILITY STUDY: DESALINATION OF SEAWATER

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

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

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

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

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

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Signatures _____

Name(s) _____

Capacity _____

for the Tenderer _____
(Name and address of organisation)

Date _____

Name & Signature of witness

Signature _____

Name _____

Date _____

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ACCEPTANCE

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

The terms of the contract, are contained in

Part 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 and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts (where applicable).

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

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

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

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Signatures _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Date _____

Name & signature of witness

Signature _____

Name _____

Date _____

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SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

.....

2. Subject:

Details:

.....

3. Subject:

Details:

.....

4. Subject:

Details:

.....

5. Subject:

Details:

.....

6. Subject:

Details:

.....

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

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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

For the Tenderer _____

_____ (Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

Name(s) _____

Date _____

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FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

_____ (Name and address of organisation)

Name & signature of witness

Signature _____

Name _____

Date _____

- END OF SECTION -

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PART C1

AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

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CONTRACT DATA

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

Part 1: Data Provided by the Employer

Clause

3.4 and 4.3.2	The Employer is Mhlathuze Water The authorised and designated representative of the Employer is Name: Sihle Mndaweni Address for receipt of communication is: Telephone: 035 902 1079 E-Mail: tenders@mhlathuze.co.za Address: Private Bay X1047 RICHARDS BAY 3900
1	The Project is Pre-Feasibility Study: Desalination of Seawater
1	The Period of Performance is 06 Months
1	The Start Date is
3.4.1	Communications by facsimile is not permitted.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.1	Clause 3.9.1c) to 3.9.1e) is not applicable in this Contract.
3.15.1	The initial programme shall be submitted with the TOR. A revised programme shall be submitted within 14 Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks (monthly basis).
3.16	The time-based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.

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4.4 Replace Clause 4.4 with the following:

1. The Service Provider shall engage services of others as required for the execution of work which is necessary for the completion of the project as contained in the Scope of Work.
2. Prime Cost sums included for other services as per the pricing data shall be:
 - a) The Service Provider (SP) shall develop Request for Quotation (RFQ) and obtain three market related quotes, excluding the permitted mark-up % of the SP as per stipulated in the pricing data.
 - b) RFQ received shall be evaluated jointly by the Employer and Service Provider.
 - c) Service Provider shall submit all invoices and supporting information from sub-consultants appointed in connection with PC sums when payment is required.
3. Notwithstanding the above, the Employer may engage services of others as required for the execution of work which is necessary for the completion of the project as contained in the scope of work.
4. Irrespective of which party engages the services of others, such sub-consultants shall be managed as per Clause 11.

5.4.1 The Service Provider must provide a confirmation of current valid certified copy of Professional Indemnity to the minimum value of R5,000,000.00 in respect of claim without limit to the number of claims from a credible financial institution registered with Financial Sector Conduct Authority (FSCA).

The Service Provider is required to provide the following insurances:

1. Professional Indemnity

Name of the Insurer:.....

Cover Value:.....

Period of Cover: Contract Period

2. Public Liability

Name of the Insurer:.....

Cover Value:.....

Period of Cover: Contract Period

5.4.3 (new) If the Service Provider fails to take out and maintain in force the required insurances, the Employer shall be entitled to effect such insurance and recover such amounts from the Service Provider.

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Deviate from or change the Scope of Services;
2. Changes in personnel who are proposed in the bid response. Only staff of similar qualifications and experience as proposed at tender stage will be acceptable.
3. Making statements to the media regarding the project

5.5(a) Clause 5.5a) is not applicable in this Contract.

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- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
- 8.4.3(a) Replace 45 days with 30 days.
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed the duration of the project.
- 9.1 Copyright of documents prepared for the Project shall be vested with the Employer.
- 11 The subcontracting shall be done in consultation with the Employer.
- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by Mediation.
- 12.2.1 In the event the parties fail to agree on a mediator, the mediator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE).
- 12.2/12.3 Final settlement is by Arbitration.
- 12.4.1 In the event that the parties fail to agree on an Arbitrator, the Arbitrator will be nominated by the Association of Arbitrators (SA).
- 13.1.3 All persons in joint venture or consortium shall carry a minimum Professional Indemnity insurance of R5,000,000.00.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rates will be as per Clause 14.2.

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Part 2: Data provided by the Service Provider

Clause

1 The Service Provider is

Address:

Telephone:

Email:

5.3 The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Address:

1 The Period of Performance is **06 months**.

5.5 & The Key Persons and their jobs / functions in relation to the services are:

7.1.2

Name	Role + Years of Relevant Experience

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PERSONNEL SCHEDULE

NAME & SURNAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (months)

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PART C2

PRICING DATA

C2.1 Pricing Data - Pricing Instructions

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PRICING INSTRUCTIONS

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

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

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

4. The rates, sums, fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
5. The rates or price shall be deemed to be inclusive of overtime costs in respect of services provided outside of normal working hours.
6. **Professional Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. Bidders are to attach a breakdown of the total proposed fees per deliverable, an Example is provided as **Annexure A**. The breakdown is to clearly indicate the scope of work or key deliverables, the

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elements of the scope of work, the resources applied, the estimated cost / duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in Part C3 of this document.

7. **Limitation to Hourly Rates and/or Professional Fees:** The hourly rates and fees of experts that are used by the Bidder to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. Breakdown of hours for Services is required from the PSP. Schedule of Rates for the study team to be completed.
8. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.
9. **Deliverables and Invoicing:** The compensation of the Service Provider shall be Deliverable base (refer to Part C3 of this document) for work reviewed and approved by the Employer. **The Service Provider is required to submit and present each deliverable inline with the approved programme and only proceed with invoicing once the Employer has approved the deliverable.**
10. Items for printing/copying of documents, reports, manuals and drawings, general correspondence, progress reports, etc. shall be deemed to be included in the service provider's rates.
11. The prices provided on the Pricing Schedule shall be deemed to be all inclusive (i.e. includes additional services and any other services that may be required to complete the study successfully)
12. The Mark-up for additional services shall not exceed 10%.
13. Travel and Disbursements: the Bidder to provide a breakdown of reimbursable expenses for each stage on Annexure A. Operational Expenses such as printing, copying, binding, etc., shall be deemed to be included in the rates of completing each deliverable. Where the Service Provider is claiming traveling against the sum, the Service Provider will be required to do the following:
 - Owned vehicle use – submit a log sheet indicating starting point, destination, reason for travel, km travelled, engine capacity, applicable rate and total amount due.
 - Hired car – submit invoice(s), toll gate receipts and other invoices associated with the hired car.
14. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in ZAR Rands.

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SCHEDULE OF RATES

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PART C2

PRICING DATA

C2.2 Pricing Schedule

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Item No	Description	Unit	Quantity	Amount
1	Inception Report			
1.1	Compilation, submission, review and approval of the Inception Report	Sum	1.00	
1.2	Site Assessment, Inspections and Status Quo Assessment Report	Sum	1.00	
2	Pre-Feasibility Report			
2.1	Options Analysis Report	Sum	1.00	
2.2	Draft Pre-Feasibility Report	Sum	1.00	
2.3	Final Pre-Feasibility Report	Sum	1.00	
3	Project Administration / Coordination			
3.1	Project Administration / Coordination required for successful completion of the study	Sum	1.00	
ECSA CLAUSE 4.6	Expenses and Costs			
4.6(2)	Recoverable expenses include:			
4.6(2)(a)	Travelling expenses by means of private motor transport, including parking charges, toll fees; airline or hired car	Sum	1.00	
4.6(2)(c)	Accommodation and subsistence expenses	Sum	1.00	
4.6(3)	Additional Services			
4.6 (3)(f)	Specialist Sub-Consultants	PC Sum	1.00	R 250 000.00
4.6(3)(g)	Environmental screening, investigations and scoping report	PC Sum	1.00	R 150 000.00
4.6(3)(h)	Land acquisitions, servitudes and obtain wayleaves	PC Sum	1.00	R 100 000.00
4.6	Mark-up for 4.6(3) (.....%)	Sum	1.00	
Sub-Total				
VAT @15%				
TOTAL including VAT (TO BE CARRIED TO THE FORM OF OFFER)				

PRICING SCHEDULE 1 OF 1

NOTES:

1. The Mark-up for additional services shall not exceed 10%.
2. The Pricing Schedule must be accompanied by Annexure A.
3. Bidders are required to complete the Pricing Schedule in full and no other forms of the Pricing Schedule will be accepted.

SIGNATURE: _____
 (On behalf of the Bidder)

DATE: _____

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PART C3

SCOPE OF WORK

C3.1 Description of Works

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C.3.1 DESCRIPTION OF WORKS

C3.1.1 MHLATHUZE WATER OVERVIEW

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

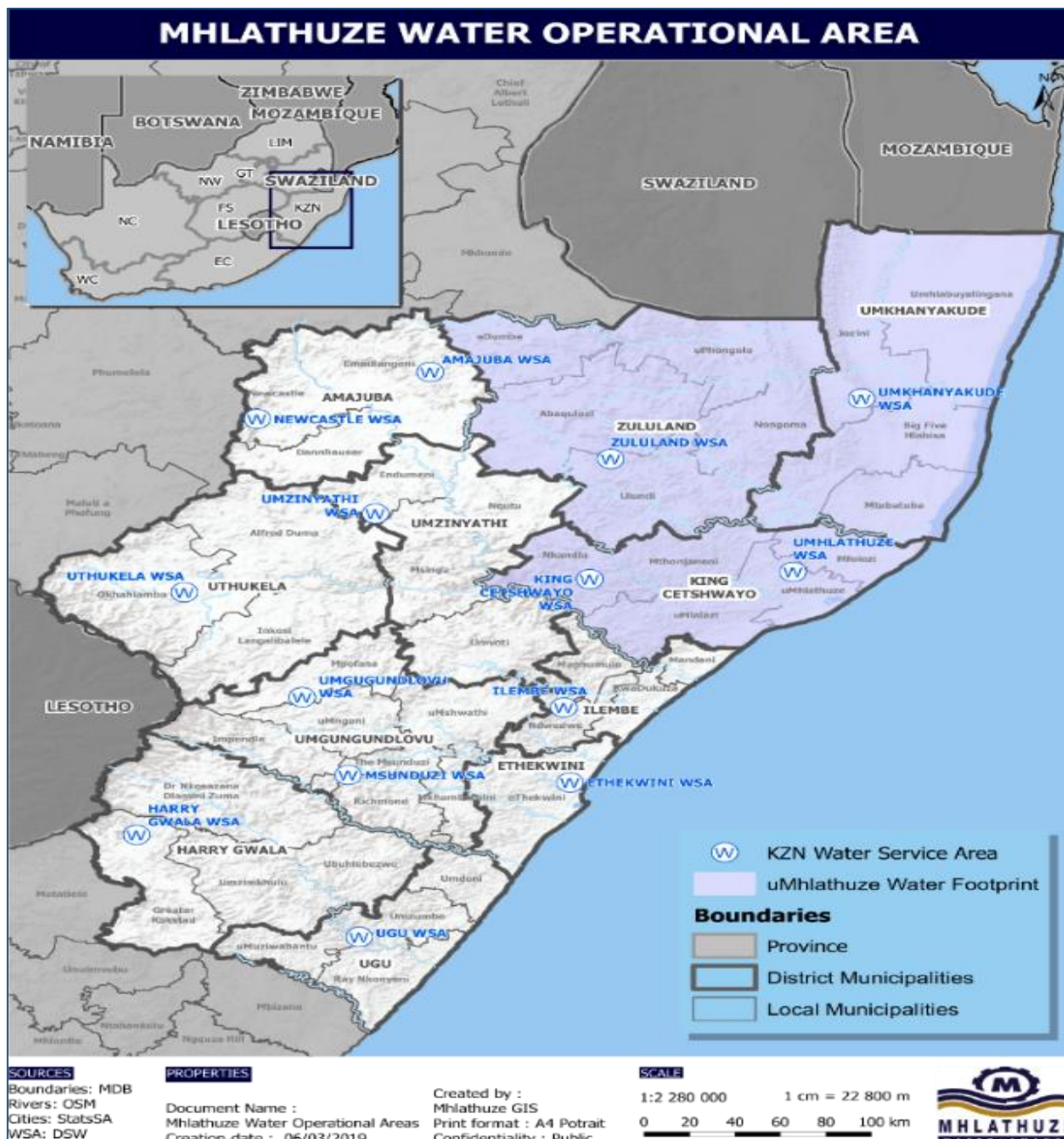


FIGURE 1 MHLATHUZE WATER SERVICE AREA

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C3.1.2 BACKGROUND AND OBJECTIVE OF THE PROJECT

A study was commissioned by the Department of Water and Sanitation's (DWS) Directorate of National Water Resource Planning; the end result was a report titled "Water Reconciliation Strategy for Richards Bay and surrounding towns, December 2015". The objective of the Richards Bay Reconciliation Strategy Study was to develop a strategy to ensure adequate and sustainable reconciliation of future water requirements within the City of uMhlathuze with potential supply up to 2040, especially that of Richards Bay and Empangeni, their significant industries, as well as the smaller towns and potential external users that may be supplied with water from the system in future.

The study recommended several interventions to be investigated further and/or implemented. One of the interventions was Desalination of Seawater. It is envisaged that this would make large quantities of water available to meet Richards Bay and surrounding areas future water requirements.

- END OF SECTION -

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PART C3

SCOPE OF WORK

C3.2 Technical Data

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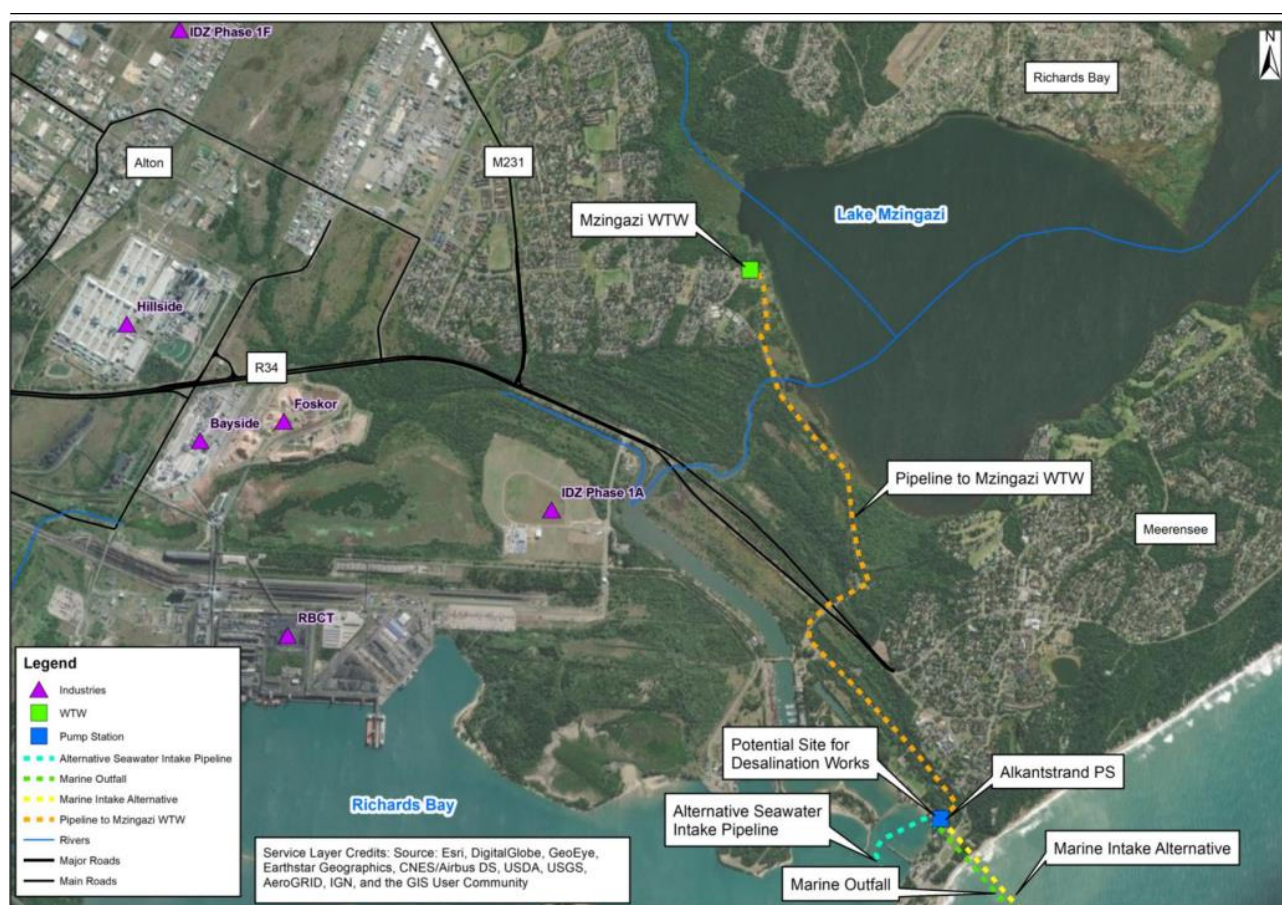
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C.3.2 TECHNICAL DATA

C3.2.1 PROPOSED LOCATION

The identification of available and appropriate land is essential to the planning of a desalination plant. The size of the site will depend on the capacity of the desalination plant and the method of desalination to be implemented. The Recon Strategy has identified a site close to the existing Alkantstrand Pump Station in the harbour area for the Desalination Plant with the location and layout shown on **FIGURE 2.**

The Service Provider is required to identify other potential sites, screen and conduct due diligence of all (including Fig 2) sites; the screening shall include sensitive areas, existing and planned built up land use areas. Opportunities to utilize existing brown field sites situated within the existing or planned development areas should also be considered.



Source: Richards Bay Reconciliation Strategy Maintenance, June 2021

FIGURE 2 PROPOSED LOCATION AND LAYOUT OF DESALINATION

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C3.2.2 SCOPE OF WORKS

The purpose of the Desalination Plant is to support the current water resources in use that plays a vital role in supplying water to Richards Bay and the surrounding areas. Seawater will be fed by an intake in the Richards Bay harbour or a marine intake to a site close to the Alkantstrand pump station, where the Desalination Plant will be situated. Potable water will be pumped to the Mzingazi WTW for blending and distribution. The criteria for potable water in South Africa are defined in South African National Standards (SANS 241) as amended: Drinking Water.

Mhlathuze Water intends to appoint a suitably qualified and experienced Service Provider to conduct a Pre-Feasibility Study for the Desalination of Seawater. Below is the proposed scope of work for the project:

- i. Revisit the site location recommended on the Recon Strategy, 2015 and identify a preferred desalination site in close cooperation with key stakeholders.
- ii. Take into account potential synergy with the existing sea outfall pipelines and potential effluent reuse at the Arboretum macerator site.
- iii. Confirm the components and layout of the preferred desalination scheme, and potential phasing.
- iv. Evaluate intake/outfall requirements, storage, pre/post treatment, desalination plant and associated bulk water infrastructure components, pipelines and off-takes, the location and duties of pump stations, along with other considerations such as environmental and social impacts, and cost the scheme. The evaluation shall also include land acquisition, extending the power supply lines and constructing access roads.
- v. Carefully consider the operational integration of the scheme within the existing Richards Bay water supply scheme and future operating approach.
- vi. Consider the institutional requirements and implications regarding the operation and maintenance of specialist desalination plant equipment.
- vii. Proposed funding models for the scheme.
- viii. Implementation of seawater quality monitoring for at least 6 months to provide baseline data for plant process design.
 - a. Agree on the parameters to be measured (water currents, organic content, temperature, turbidity, dissolved oxygen, pH, conductivity and salinity etc.) and an implementer.
 - b. Install an appropriate monitoring instrument such as a buoy or probe.

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C3.2.3 SCOPE OF SERVICES: PRE-FEASIBILITY (PHASE1)

C3.2.3.1 Inception Report

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

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

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

The Inception Report shall be submitted, presented and discussed with the Employer and all aspects and uncertainties shall be clarified. The PSP will be required to compile an Inception Report that will consist of the following information (but not limited to):

a) Scope of Work

The Scope of Work must reveal the PSP's understanding of the Study. The proposed approach and methodology to be used during the Study should be outlined. A summary of the expected deliverables must be provided.

The PSP is encouraged to use this section to present innovative approaches or other special features of the PSPs response to the ToR. The cost for execution of such unforeseen tasks shall be deemed to be included in the cost estimate for this study.

b) Work Programme

A detailed Work Programme, broken down to specific tasks and time allocated for each task must be submitted. The critical path shall be indicated. The Work Programme must indicate all study landmarks and target dates for deliverables.

c) Study Leader

The PSP shall nominate a Study Leader representing the PSP in execution of the study. The PSP must also nominate an alternate Study Leader, who will take over from the primary nominee in the event of that person being temporarily unavailable, or not being able to take the study to its completion. The alternative candidate shall have similar credentials to the primary nominee. The requirements of the Study Leader are provided in the functionality.

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d) Project Team

It is the intention of Mhlathuze Water to appoint an experienced PSP to undertake this Study. The PSP must provide a project team organogram clearly indicating the key personnel, roles and responsibilities in the study.

The Inception Report shall include an Organogram with a Study Leader overseeing the project team responsible for their respective functions. The organogram must clearly show the key personnel the PSP proposes to assign to this Contract and how the responsibilities for the various disciplines or components of work will be assigned. The name, roles and responsibilities of each person must be clearly set out, and corresponding job descriptions must be provided.

This Contract will be awarded on the basis of the key personnel being available at all times. It is therefore important that no changes to the team can be made without obtaining a written approval from the Employer.

e) Study Budget and Cashflow Projections

The Inception Report shall indicate the expected cost estimate as well as the anticipated monthly cash flows over the contract period. These will be used for budgeting purposes by MW. The cashflow projections must be tied to the proposed Work Programme.

f) Issue and Risk Management

Project Risk Management includes the processes of conducting risk management planning, identification, analysis, response planning, response implementation and monitoring risk on a project.

Successful project implementation is dependent on the successful mitigation of the project risks identified. It is further vital that the role-players with the best chance of mitigating a risk is made responsible for doing so.

The PSP will be required to manage issues and risk throughout the Contract Period.

The Inception Report shall be finalised (co-signed by the Employer and PSP) within four (4) weeks from the commencement of the study.

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C3.2.3.2 Pre-Feasibility Study

A Pre-Feasibility Study Report is a document that challenges the viability of the project. It is the intention of Mhlathuze Water to appoint a suitable and qualified PSP to undertake a Pre-Feasibility Study for scope of work described in Section C3.2.2 of this document and will determine whether or not to proceed to the Feasibility Stage. Sufficient information must be provided and presented to enable a final decision to be made regarding the implementation of the project. The PSP is required to submit a skeleton Pre-Feasibility Study Report.

In compiling the Prefeasibility Report, it will be required from the appointed PSP to do thorough research of previous studies and available information from DWS and other institutions. The PSP will be required to liaise with all relevant organisations and role-players to source information. The report shall address the following aspects (but not limited to):

- Executive Summary
- Project Identification
 - Project name
 - Project description
- Project Type
 - Service type(s)
 - Infrastructure type(s) (regional bulk, internal bulk, etc.)
 - Intervention type(s) (refurbishment, upgrade, replacement, new)
- Project Location
 - Province(s)
 - District Municipalities (DMs) and Local Municipalities (LMs)
 - Map Attached (polygon showing extent of project)
- Motivation and Need for Study
 - Definition of Problem
 - Intention of Study
 - The Main Driver for the Study
 - Project Identification (Did it originate from the Master Plan, etc.?)
- Review Strategic and Planning Issues
 - Strategic importance, delivery targets
- Overview of Area and Demographics
 - Population and profile as well as customers to be served
 - Historical and expected population growth rate
 - Current and Future Demand Analysis and Projections
 - Overview of Existing Water Infrastructure (abstraction works, water treatment works, water pump stations, water pipelines, water reservoirs, etc.)
 - Overview of Water Resources
- Review all available information and infrastructure
 - It is required to identify all available information that may have an impact on the proposed project and determine and reference the information that will influence the project. The following type of available information / reports should be identified and reviewed:
 - Identify and review all existing reports

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- Identify and review all relevant strategies
 - Strategic goals alignment
- Identify and review all relevant planning studies
 - All Town Reconciliation Studies
 - Resource/Alignment Planning
- Programme Funding alignment
- Some of the topics and information that should be identified from other studies are as follows:
 - Verify the key drivers and parameters for need
 - Demographic information
 - Information on demand and population growth rates
 - Review current capacity of existing infrastructure
 - Identify any other existing study or proposed project that could have any impact on project
 - Establish the planning requirements of key stakeholders and water services institutions, and
 - Establish whether there are any other adjacent projects or needs that can be combined with the proposed project.
- Review the scope of the study

It is required to identify the scope and nature of the proposed study. The following aspects should be addressed in this regard:

 - Revise the proposed methodology and scope of work for the further phases of the studies.
 - Incorporate input from all the relevant stakeholders and authorities on the proposed methodology of the study.
- Scope and project alternatives
 - The type of project should be identified according to the various RBIG project classifications. If the proposed project scope or proposed options are known they should be identified, listed and briefly described.
 - Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on whether or not to proceed to feasibility and the selection of the most desirable project option.
 - Inspect the site and advise the Employer on regulatory and statutory requirements, including environmental screening and the need for surveys, analyses, tests and other investigations, where such information will be required at Feasibility stage, as well as approvals. In cases where such are required for the completion of this report, the PSP will be required to develop Terms of Reference for the appointment of the specialist Service Providers. The Service Providers on the MW PSP Panel will be given first preference. The cost of developing the Terms of Reference, managing those service providers shall be deemed to be included on the Pricing Schedule.
- To gain consensus from key stakeholders on the need for the project
 - It is important that the PSP illustrates the consensus of the proposed study of all key role players.
 - If there is a water board supplying services in the area, they should be consulted with regards to their potential role to assist in resolving the problem.

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- To determine the broad funding requirements
 - Estimated Project Cost
 - It is important to determine a rough estimate of the cost of the proposed project. If the nature of the proposed project is not known, assumptions must be made in order to get some order of magnitude on the type of cost that can be expected.
 - Financial and economic analysis (Unit Reference Value / Cost Benefit Analysis)
 - Programme Funding alignment
 - Also of key importance is the determination of the social / economic component of the project.
 - Cashflow projections

The Employer will review the Pre-Feasibility report and the following decisions will be determined:

- Whether the study / project is still required.
- Finalization of the scope of work and budget for phases of the study.
- Provide way forward

Depending on the outcome of the review develop project implementation schedule including procurement strategies and plan for Phase 2 (i.e. the remaining stages of the project) of this project.

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C3.2.4 PROJECT ADMINISTRATION

a) Project Coordination

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

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

b) Project Technical Committee (PTC)

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

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

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

The PTC shall be responsible for:

- Assessing the scope of work and objectives of the project
- Controlling the project budget
- Monitoring project progress
- Evaluating all reports, including the format and scope of reports as agreed at Inception Stage
- Keeping good records of decisions and the decision-making process followed
- Giving recommendations on various aspects of the project
- Ensuring that project objectives are attained, and
- Update and maintain Issue and Risk Register

c) Stakeholders Committee (SC)

The need for and composition of a stakeholders committee, shall be determined at the Inception stage. All relevant stakeholders will be consulted and invited to the SC. The SC shall be a vehicle for effective public involvement to solicit the views of stakeholders and provide feedback to the project management team.

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C3.2.5 PROJECT OUTPUT

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

a) Inception Report

The Inception Report must be submitted not later than four (4) weeks after the study commences. The Inception Report serves two roles, the first role is to document the key need and motivation of the proposed need or project and the second role is to refine and confirm the scope of work for the project detailing all aspects of the work to be undertaken.

b) Progress Reports

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

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

c) Main Reports

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

The following reports are required for each project stage:

- Inception Report
- Pre-Feasibility Report*

* The Service Provider may be required to submit sub-reports inline with the approved Inception Report, Pricing Schedule and Programme.

C3.2.6 SKILLS TRANSFER

Opportunities for skills transfer from the PSP to the Employer's staff will be identified during the study.

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PART C4

SITE INFORMATION

C4.1 Site Information

C.4.1 SITE INFORMATION

Not available.

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ANNEXURES

Annexure A

EXAMPLE - PERSONNEL SCHEDULE AND COST BREAKDOWN

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