



TENDER NO: 2026/023

Professional Service Provider for the Ixopo Wastewater Works Detailed Feasibility Study

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
 310 Burger Street
 Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
 Telephone: 033 341 1062

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at uMngeni-uThukela Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za</p> <p><i>Stop theft / fraud / dishonesty / bribery / blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar days of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p>

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Tender Number: (2026/023) |

Tender Title: Professional Service Provider for the Ixopo Wastewater Works Detailed Feasibility Study)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

uMngeni-uThukela Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of uMngeni-uThukela Water is to supply treated water in bulk to its municipal customers.

Competent and experienced Service Providers are invited to Tender for the following:

Conduct a detailed feasibility study (DFS) for the upgrade of the Ixopo Wastewater Works (WWW) to meet future demands. |

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum of: Black Women participation 4%, Black youth owned – 4%, Military veteran owned 3% and Black people living with disability owned – 2%. Lastly 12% will be allocated to any other Black owned designated group another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.

Price & Preference Goals using the 80/20 Preference Point Scoring System in terms of PPPFA Price and Preference goals

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 or 90/10 preference point system is applicable: points for this bid shall be awarded for:
 - a) Price and (80 or 90) and
 - b) Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.

Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20	Evidence to be provided
HDI	51% owned by black people	10	BBEE certificate/ affidavit/ CSD report
HDI	An entity which is at least 51% owned by black women	10	BBEE certificate/ affidavit/ CSD report
Total points for preferential goals		20	

4. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference

points for specific goals are not claimed by the bidder.

The physical address for submission of Tenders is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

Documents will be issued via e-mails during working hours from 09h00 to 15h00 from [04 February 2026] to [17 February 2026]

A [non- compulsory] clarification meeting with representatives of uMngeni-uThukela Water will take place at Via Microsoft – Teams [17 February 2026 | 11:00]

Only Tenderers who have purchased the Tender documents may attend this compulsory meeting.

Tenderers must ensure that they bring their documents to the clarification meeting for signing purposes. No concessions will be made for tenderers who do not have their tender documents in their possession.

The closing time for submission of Tenders is **12h00 on | 12 March 2026**

Tenders are to be deposited in the Tender Box located outside the main entrance at **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar days of the date of the intention to award advertisement appearing in the relevant print media.

*The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,
Attention: Supply Chain Management
Email: appeals@umgeni.co.za*

Note that appeals not addressed to the abovementioned email will not be considered.

For any other Tender adverts, please visit this website.

uMngeni-uThukela Water Reserves the Right to Award the Contract In Whole or In Part.

T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

uMngeni-uThukela Water Standard Contract for Services (document number: SCM0027, a copy of which may be obtained from uMngeni-uThukela Water Supply Chain Management office or can be downloaded from the following web site:

<https://www.umngeni-uthukela.co.za/supplier-documentation/>

For purposes of this Contract the following Special Condition of Tender shall apply:

F.3.8 Test for responsiveness

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) Meets the minimum Functionality requirement stated in the Tender Data.”

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

Each member of the Employer's tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

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

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

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is uMngeni-Ukuthela Water
	F.1.2 Tender Documents
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>VOLUME 1 – Tendering Procedures and Returnable Documents</p> <p>Part T1: Tendering procedures</p> <p>Part T2: Returnable documents</p> <p>VOLUME 2 – Offer, Contract, Price and Scope of Work</p> <p>Part C1: Agreements and Contract data</p> <p>Part C2: Pricing data</p> <p>Part C3: Scope of work</p> <p>Part C4: Site information</p> <p>Part C5: Annexures</p>
	F.1.4 Communication and Employer's agent
F.1.4	<p>The Employer's Buyer is :</p> <p>Tender Queries</p>

	<p>Name: [Nosipho Mkhize] Address: [310 Burger Street , Pietermaritzburg ,3200] Tel: [033 341 1062] E-mail: [nosipho.mkhize @uuw.co.za]</p>
	F.2.1 Eligibility
F.2.1	<p>uMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria:</p> <ul style="list-style-type: none"> a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum of: Black Women participation 4%, Black youth owned – 4%, Military veteran owned 3% and Black people living with disability owned – 2%. Lastly 12% will be allocated to any other Black owned designated group another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)
	F.2.7 Clarification meeting
F.2.7	<p>There shall be a non-compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p> <p>Attendance register will be based on the attendees at the online meeting. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers shall be considered.
	F.2.13 Submitting a tender offer
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original .
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Identification details The identification details which must be stated in the tender offer outer package are:</p> <p>Tender Number Tender Title Closing Date Closing Time Tenderer's Name Tenderer's Address</p>
	<p>Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued.</p> <p>The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.</p>

F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender .
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 calender days from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	N/A
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 3) Central Supplier Database (CSD) Report 4) Proof of good standing in terms of the COID Act 5) Company Registration Certificate 6) Registration Certificates of Professional bodies
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender .
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be (70) (seventy) points
	F.3.11 Evaluation of tender offers
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)
F.3.11.3 (4c)	The following preference point systems are applicable to all Tenders:
(5c)	<ol style="list-style-type: none"> 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and 2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received
F.3.11.7	Scoring Price

F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p>														
	<table border="1"> <thead> <tr> <th data-bbox="600 368 874 399">Returnable Schedule</th><th data-bbox="1203 368 1367 399">Weighting %</th></tr> </thead> <tbody> <tr> <td data-bbox="450 428 552 460">T2.2.08</td><td data-bbox="600 428 874 460">Tenderers Experience</td><td data-bbox="1287 428 1319 460">20</td></tr> <tr> <td data-bbox="450 462 552 494">T2.2.09</td><td data-bbox="600 462 946 494">Experience of Key Personal</td><td data-bbox="1287 462 1319 494">50</td></tr> <tr> <td data-bbox="450 496 552 527">T2.2.12</td><td data-bbox="600 496 827 527">Method Statement</td><td data-bbox="1287 496 1319 527">25</td></tr> <tr> <td data-bbox="450 530 552 561">T2.2.13</td><td data-bbox="600 530 894 561">Preliminary Programme</td><td data-bbox="1287 530 1303 561">5</td></tr> </tbody> </table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p>	Returnable Schedule	Weighting %	T2.2.08	Tenderers Experience	20	T2.2.09	Experience of Key Personal	50	T2.2.12	Method Statement	25	T2.2.13	Preliminary Programme	5
Returnable Schedule	Weighting %														
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T2.2.09	Experience of Key Personal	50													
T2.2.12	Method Statement	25													
T2.2.13	Preliminary Programme	5													
<p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>															
<p>F.3.17 Provide copies of the contracts</p>															
F.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one(1).</p>														
<p>F.3.18 Provide written reasons for actions taken</p>															
F3.19	<p>Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calender days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>uMngeni-uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on uMngeni-uThukela Water's website https://www.umgeni.co.za/supplier-documentation/</p> <p>uMngeni-uThukela Water reserves the right to award the Contract in whole or in part.</p>														

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory	[T2.10]
T2.2.2 Bidders Disclosure	[T2.17]
T2.2.3 Tax Compliance Status Letter Requirements	[T2.19]
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting	[T2.21]
T2.2.5 Contract Participation Goals (CPG)	[T2.22]
T2.2.6 Tenderer's Experience	[T2.28]
T2.2.7 Key Personnel Assigned to the Work	[T2.31]
T2.2.8 Experience of Key Personnel	[T2.32]
T2.2.9 Proposed Organization and Staffing	[T2.37]
T2.2.10 Method Statement	[T2.36]
T2.2.11 Preliminary Programme	[T2.39]
T2.2.12 Registration Certificate / Agreement / ID Document	[T2.41]
T2.2.13 Amendments, Qualifications and Alternatives	[T2.42]
T2.2.14 Record of Addenda to Tender Documents	[T2.44]
T2.2.15 VAT Registration Certificate	[T2.45]
T2.2.16 Schedule of Proposed Sub-Consultants	[T2.46]
T2.2.17 Proof of Purchase of Tender Document	[T2.47]
T2.2.18 Letter of Good Standing in terms of COID Act	[T2.48]
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2022	[T2.49]
T2.2.20 Tenderer's Financial Standing	[T2.53]
T2.2.21 Tenderer's Health and Safety Declaration	[T2.54]
T2.2.22 Pro forma OHS Notification	[T2.55]
T2.2.23 Letter of Intent to provide Professional Indemnity	[T2.57]
T2.2.24 Registration Certificates	[T2.58]
T2.2.25 Central Supplier Database (CSD) Report	[T2.59]

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

SIGNATURE

DATE

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C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....
.....
.....
.....

We, the partners in the business trading as

hereby authorize
to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

..... Signature Signature Signature
..... Date Date Date

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D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms , whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)
.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

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F. JOINT VENTURES

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on 20

Mr/Mrs , Mr/Mrs

Mr/Mrs and Mr/Mrs
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on 20

Mr/Mrs ,
(whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium)

In his/her capacity as:

Signature Date:

**NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE
MAY RESULT IN THE TENDERER RENDERED INCOMPLETE AND MAY BE DISQUALIFIED/
ALTERNATIVELY THE TENDERER MAY ATTACH A SIGNED RESOLUTION ON THE
ENTITY'S LETTERHEAD**

T2.2.2 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

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:

.....

.....

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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process 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

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.

Position

Name of bidder

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

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T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

[Tax Compliance Status (TCS) Letter obtained from SARS to be inserted here]

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T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE VISIT

CERTIFICATE OF ATTENDANCE

TENDER No. [

This is to certify that

(Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at (location).....

..... on (date)

starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity: **100**

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS

1. CONTRACT PARTICIPATION GOALS

Contract Participation Goals for targeted enterprises will be included in all tenders Five Million (R5 000 000.00) and above excluding VAT, Contingencies and Contract Price Adjustments (CPA). Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% of the project value shall be made available to qualifying enterprises in the project footprint. At least 25% of the project value shall be made available to qualifying enterprises within the uMngeni-uThukela Water area of operation. 12.1 Implementation/Application of CPG Policy

2.

At least 35% of work or services shall be subcontracted to enterprises from designated groups:

- 2.1 At least 10% of the project value shall be made available to qualifying enterprises in the project footprint. (The defining of the project footprint for different projects types will be covered in the Standard Operating Procedure (SOP)).
- 2.2 At least 25% of the project value shall be made available to qualifying enterprises within the uMngeni-uThukela Water area of operation.
- 2.3 At tender stage uMngeni-uThukela Water will identify potential scope to be performed by designated group enterprises.
- 2.4 uMngeni-uThukela Water and the PSP will identify scope to be performed by the designated group enterprises and by local suppliers in the project footprint. The identified scope will be discussed and refined with the main contractor.
- 2.5 Once the work to be allocated to potential CPGs is identified, it will be ring fenced and presented as a “provisional sum”
- 2.6 uMngeni-uThukela Water will identify CPG subcontractors using UUW's managed database.
- 2.7 The project Preliminary and General (P&Gs) shall be shared with CPGs.
- 2.8 Prior to project implementation, uMngeni-uThukela Water will use the PSPs (including the Social Facilitation PSP) to advise on which of the Targeted Group, enterprises are available in that particular area or project footprint. This will assist in the allocation of work to the available Targeted Groups in that area.
- 2.9 With regards to clause 2.2 above, the designated groups allocation shall be split as follows: 2.10 Black women owned – 4%, Black youth owned – 4%, Military veterans owned – 3% and Black people living with disabilities owned – 2% . Lastly the remaining 12% will be allocated to any other Black owned designated group enterprises (owned by black people, black people living in rural areas or underdeveloped areas or townships).
- 2.11 The Standard Operating Procedure (SOP) will address how the primary contractor may tender (if applicable) and award work to CPG subcontractors.
- 2.12 uMngeni-uThukela Water shall always reserve the right to approve or reject the CPG subcontractors.

This will require tenderers to commit as part of their scope of work, a certain value of supplies; services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

Objective of CPG Programme

The objective of uMngeni - uThukela Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- a) Meaningful Economic Participation;
- b) Local Economic Development;
- c) Transfer of Technical, Management and Entrepreneurial Skills; and
- d) Creation of sustainable Black Enterprises

2.1. Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT,
- CPA and
- Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Service provider/s selected from uMngeni-uThukela Water's Supply Chain Management (SCM) Enterprise Development Database. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for uMngeni-uThukela Water's consideration.

Tenderers (the main Service Provider irrespective of BBBEE classification) who are on uMngeni-uThukela Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum of: Black Women participation 4%, Black youth owned – 4%, Military veteran owned 3% and Black people living with disability owned – 2%. Lastly 12% will be allocated to any other Black owned designated group another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:

- Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
- Re-measureable Items (including CPA, and provisional sums) – Each re-measureable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.
- Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

2.2. **Applicability**

The CPG target is applicable to all contracts to be adjudicated through the uMngeni-uThukela Water procurement process and shall be achieved through the following mechanisms:-

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
 The CPG Partner/s shall be selected according to the following criteria:
 - (i) CPG Partner/s are to be obtained from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes.
 - (ii) In the event of services where uMngeni-uThukela Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by uMngeni-uThukela Water.
- Main service provider may propose a suitable CPG Partner/s, but uMngeni-uThukela Water reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to uMngeni-uThukela Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
 - Value of the work to be sub contracted shall be at least **35% (25% of the project value shall be made available to qualifying enterprises within the uMngeni-uThukela Water area of operation. 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main Service Provider **shall not** substitute any CPG Partner/s without the written approval of uMngeni-uThukela Water.
- The working capital arrangements between the main Service Provider and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

2.3. **Invoicing and Payment**

The monthly measurement and payment will be according to the following guideline:

- a) Submission of payment certificate by the Service Provider – by 25th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- b) Payment to the Service Provider – on the last day of the following month;

- c) The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by uMngeni-uThukela Water; and
- d) The submission from the Service Provider must include a schedule that clearly shows the following:
 - (i) Total Contract Sum
 - (ii) Total amount payable to CPG Partner/s excluding current month
 - (iii) Amount payable to CPG Partner for current month
 - (iv) % split of Total amount payable to Main Service Provider and CPG Partner/s

2.4. Monitoring and Reporting on CPG

- a) uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- b) The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, uMngeni-uThukela Water reserves the right to intervene to resolve the disagreement.
- c) CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

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DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMNGENI-UTHUKELA WATER

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Uthukela Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (uMngeni-uThukela Water and the Bidder); and uMngeni-uThukela Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.6 TENDERER'S EXPERIENCE [20]

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work. Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed on and submit only projects relevant to the functionality score for assessment.

Tenderers should briefly summarize their company's experience (and that of any specialist sub-consultants, joint venture partners or consortium members) relevant to the scope of work.

Tenderer's Experience in undertaking Water and Wastewater Treatment Plant Detailed Feasibility Studies for Works greater and equal to 3 Ml/day. **If the following tables are not completed, no points will be considered for award.**

Note: Projects included in the table must have accompanying project sheets so that the detail of the project can be evaluated. For example, the design of one component of a Wastewater Works e.g. PSTs, is not the same as the design of the entire plant and therefore is inadmissible. **Do not include projects that do not represent the full design.**

This functionality will be evaluated by UW based on the Tenders experience in conducting **Detailed Feasibility Studies (DFS)** for the design of Water and / or Wastewater Works. Scoring will be dependent on the Project meeting the requirements of a DFS. The design of the Works (Water / Wastewater) is only one component. The project sheets provided must systematically set out the components of a DFS that were undertaken. For example, below are activities that would be anticipated in a DFS.

- Situational assessment and review of existing data / reports
- Demand assessment. Population projection or land use based evaluation (SAP)
- Site selection evaluation.
- Environmental Impact Assessment
- Engineering and economic analysis to determine preferred option.
- Assessment of technology options
- Assessment of Utilities availability and required capacity
- Mechanical, Process and Electrical Design of the Works
- Financial analysis

Do not include Projects where the Tenderer was only responsible for the Design of the Works, such as on an existing site (brown field site) i.e. an upgrade. Projects that involve the Design of a Wastewater Works on an existing site (upgrade) can be included under the Experience of Key Personnel category.

Scoring of the Tenderer's Company experience will be as follows: | 25 |

DESCRIPTION	MAX POSSIBLE SCORE
<p>Tender's experience in undertaking Water and Wastewater Treatment Plant Detailed Feasibility Studies (DFS) for Works greater and equal to 3 Ml/day (submit proof of project experience in a form of reference letters from client).</p> <ul style="list-style-type: none"> • 0 project – 0 points • 1 project – 30 points • 2 projects – 40 points • 3 projects – 60 points • 4 projects – 80 points • 5 projects – 100 points 	100

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant

Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.10 are to be listed in the table below. Tenderers may list additional Key Personnel in the additional rows provided but these will not be scored for functionality.

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Study Leader	
2.	Chemical Engineer	

T2.2.8 EXPERIENCE OF KEY PERSONNEL | 50 |

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.7.

For the purpose of functionality evaluation, the Employer regards the experience of the following Key Personnel as critical to project success and these personnel will be scored for functionality. The scoring criteria are outlined in the table below.

- A. Study Leader
- B. Chemical Engineer |

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc which is directly linked to the scope of work.

A CV (**not more than 3 pages**) in the required format below, shall be provided for each key person should be attached to this schedule. Note that Copies of Qualification and Professional Registration Certificates should be attached separately to Section T2.2.23

Each CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith

Qualifications – **The Study Leader and Process Engineer must be registered with ECSA as a PrEng or PrTechEng.**

2. Name of current employer and position in Company
3. Overview last 10 years of experience (year, organization, position and projects)
4. Outline of recent assignments / experience that have a bearing on the scope of work for this tender **and the scoring criteria below.** The outline shall include start and finish dates of the assignments

This functionality is the same as the previous one (Tenderers Experience), but now it applies specifically to the Study Leader. The Study Leader must demonstrate that the requirements of a DFS have been met in their project experience. UUW is looking for the Study Leader to have experience in undertaking DFS and the planning experience that is required to conduct these studies effectively. Project sheets detailing the associated DFS activities must be provided in addition to the table below. Do not include DFS for any other form of Planning e.g. roads, housing, pipelines, these project will score zero.

Note: The same DFS Project can be including in both the Tenderers Experience and the Study Leaders Experience if the Project in question was managed by the Study Leader. Obviously if the Study Leader has experience in conducting DFS at a previous company these can be included.

Note: Do not rely on your CV project list for scoring. The UUW evaluation team will only score projects that are included in a separate table (below) that are relevant. You need only to include 5 qualifying projects to score a maximum. Do not forget the accompanying project sheets, the table below is insufficient to evaluate and score accurately.

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Size/Capacity (of Infrastructure to be Designed)	Client/Employer	Client reference Contact Details

The scoring of the experience of Key Personnel shall be as follows: [50]

The proposed study team for the study including CV's showing experience in projects of a similar nature. This must include details of the Study Leader; back-up Study Leader and support team proposed for project and must demonstrate the overall multi-disciplinary capability of the team and internal support structures.

100

Experience of Study Leader

Undertaking **DFS** that includes the design of Water and Wastewater Treatment Plants (≥ 3 Ml/day)

- 0 project – 0 points
- 1 project – 30 points
- 2 projects – 40 points
- 3 projects – 60 points
- 4 projects – 80 points
- 5 projects - 100 points

100

Experience of Chemical / Process Engineer

Undertaking the **design** of **Wastewater** Treatment Plants (≥ 3 Ml/day)

- 0 project – 0 points
- 1 project – 30 points
- 2 projects – 40 points

<ul style="list-style-type: none"> • 3 projects – 60 points • 4 projects – 80 points • 5 projects - 100 points 	
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Everything that was stated above for the Study Leader holds true for the Experience of the Chemical Engineer. The difference is that the experience required is specific to the Design of **Wastewater Works**. As stated previously projects submitted will only be scored if the **entirety** of the Wastewater Works was design by the Professional Chemical Engineer. This means from the Head of Works (HoW) to the Chlorine Contact Tanks and including Sludge Dewatering and everything in between. For example, the design of a **pond system** would score zero, even if it met the ≥ 3 Ml/day criteria.

Wastewater Works design that would be applicable would include any BNR, extended aeration, SBR, MBR, MBBR etc. Essentially any Bardenpho, UCT and JHB process will suffice.

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Size/Capacity (of Infrastructure to be Designed)	Client/Employer	Client reference Contact Details

UW Project Life Cycle Process (PLP) which defines the stages in Engineering Studies will be made available to Tenderers. The PLP also stipulates the requirements for successfully completing the Gate Review at the end of the DFS (GR4), prior to Detailed Design.

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

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T2.2.10 METHOD STATEMENT [25]

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

UUW will evaluate the methodology based on the scoring system presented in the table below. The attached ToR should provide guidance as to all the factors that need to be considered in the proposal presented. Additionally, note that the ToR does not include all the detail that is provided for in the PLP. A Methodology that regurgitates the ToR will likely to score Poor or Satisfactory, depending on understanding of the brief and explanations given. A good score will recognize added detail and incites that the PSP has provided. This may include the application of value added experiences obtained on other projects or particular incites into the use of appropriate technologies. A maximum score would require that the PSP is providing a Methodology that would encourage innovation, efficiency (potential cost savings), operability, understanding of local conditions (power outages), excessive peak flows etc.

Recent HAZOP 2 studies have shown numerous design issues that are not always catered for by the PSP. For example, the correct sizing of the storm water dam is a fundamental imperative, but what can be overlooked is its management. The development of anaerobic conditions or settling can cause operational and odour problems (prevention methods). The evaluation does not expect a resolution of issues to be provided in the proposal. However, by showing the level of knowledge and potential innovation in addressing this and many other related issues, enables UUW to score the proposal higher. Operational issues are just as important and need to be addressed in the design at the start not at the end i.e. front loading is required.

Set out the proposal in a such a way that the standard deliverables are addressed with enough detail. Then highlight those areas where your company will add value, innovation, expertise, cost saving, quality etc. The evaluating committee will specifically look for these factors and any others you may want to add.

The scoring of the approach paper will be as follows: 25

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.

Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.
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T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

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T2.2.11 PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The programme is to include the main / sub-components with associated key milestones and interdependencies. The table below may be used for this purpose but is insufficiently detailed to ensure a good functionality score. Alternatively a separate programme may be attached. It is preferred that a separate programme, prepared using project scheduling software is attached.

The contract should note that the contract is required to be completed, commissioned and handed over to the Employer by the date specified in the contract data.

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

Scoring of the preliminary programme will be as follows: 5

Suitability of programme	
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and sub subcomponents and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

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T2.2.12 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here.

INSERT HERE

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T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. uMngeni-uThukela Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes: (1) *Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;*
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.*

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) *Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.*
 (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.*
 (3) *Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]*

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature Date

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T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from uMngeni-uThukela Water or his representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

Signature _____ Date _____
(of person authorized to sign on behalf of the Tenderer)

Signature _____ Date _____

(of person authorized to sign on behalf of the Tenderer)

Date

T2.2.15 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

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T2.2.16 SCHEDULE OF PROPOSED SUB- CONSULTANTS

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

We notify you that it is our intention to employ the following Sub-Consultants for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Consultants in accordance with requirements in 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.

	Name and address of proposed Sub-Consultant	Nature and extent of work	Previous experience with Sub-Consultant
1.			
2.			
3.			
4.			
5.			

Signature Date

Name Position

Tenderer.....

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT []

INSERT HERE

FOR INFORMATION USE ONLY

**T2.2.18 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.19 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender [select where applicable to this bid]	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI - 51% owned by black people	10	
RDP - The promotion of South African owned enterprises	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:

T2.2.20 TENDERER'S FINANCIAL STANDING

In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act (OHSA) 85 of 1993 and specifically the Government Notice No.R84 of 7 February 2014 by Department of Labour comprising the Construction Regulations 2014 (hereafter referred to as "the Regulations"), the Professional Services Provider appointed in terms of this tender assumes the role of the "Designer" as defined by the Regulations.

The Regulations impose duties on the Designer with regard to the design of both permanent and temporary works contemplated in terms of the Scope of Work outlined in C3. To that effect a person duly authorized by the Tenderer shall complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the Construction Regulations, 2014 contained in Government Notice No. R 84.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to carry out the design work contemplated under this contract with due regard to the "Duties of Designer" outlined in Regulation 6 and to achieve compliance with the Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to comply with the requirements of the Regulations as they apply to the Designer and also as they apply to any other duties that, by agreement, may be delegated to me by the Employer. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to comply with these requirements.
4. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Pricing Schedule (C2) to cover the cost of all resources, actions, training and all health and safety measures envisaged for the designer in the Regulations.
5. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the Contract Data (C1.2 Clause 3.12) for failure on my part to comply with the provisions of the Act and the Regulations.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Regulations, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

NAME (Print)
(of person authorized to sign on behalf of the Tenderer)

T2.2.22 PRO FORMA OHS NOTIFICATION

NOT APPLICABLE TO THIS TENDER

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Supplier:

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

(b) Name of Supplier's contact person:

Telephone number:

.....

2. Supplier's compensation registration number:.....

3. (a) Name and postal address of Purchaser:.....

(b) Name of Purchaser's contact person or agent:.....

Telephone
number:.....

4. (a) Name and postal address of designer(s) for the project:

.....

(b) Name of designer's contact person:.....
Telephone
number:.....

5. Name of Supplier's construction supervisor on site appointed in terms of Regulation 6(1):
Telephone number:.....

6. Name/s of Supplier's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:.....

9. Expected commencement date:.....

10. Expected completion date:.....

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of Sub-contractors on the construction site accountable to Supplier:

.....

13. Name(s) of Sub-contractors already chosen:

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

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.2.23 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE

Requirements in respect of Public Liability and Professional Indemnity Insurance are stated in Contract Data Clause 5.4.1 on Page **C1.9** of Volume 2 of the tender document.

INSERT HERE

FOR INFORMATION USE ONLY

T2.2.24 REGISTRATION CERTIFICATES

|Insert required registration Certificates such as CIDB, ECSA, PSIRA, and the like here |

FOR INFORMATION USE ONLY

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION USE ONLY



TENDER NO: 2026- 023 |

TENDER TITLE:

Professional Service Provider for the Ixopo Wastewater Works Detailed Feasibility Study

VOLUME 2 – Offer, Contract, Pricing, Scope of Work and Site Information

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize |
Telephone: 033 264 9612 |

Name of Tenderer: _____

National Treasury CSD Number: _____

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

FOR INFORMATION USE ONLY

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **Professional Service Provider for the Ixopo WWW Detailed Feasibility Study**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

The Tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the Tenderer, deemed to be duly authorized, 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 VAT IS:

(in words)

..... Rand;

(in figures) R

The Tenderer confirms that he has read the Standard Professional Services Contract referred to in C1.2 Contract Data.

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 Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) (*of persons authorized to sign the acceptance*)

Name(s)

Capacity

For the Tenderer:

(*Insert name and address of organization*)

Name & Signature of Witness

Date

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor 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:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures |

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. 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 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.

Signature: (of person authorized to sign the acceptance)

Name: (of signatory in capitals)

Capacity: (of Signatory)

Name of Employer: (organization) uMngeni-uThukela Water

Address 310 Burger Street, Pietermaritzburg

Telephone number: 033 341 1111 **Fax number:**

AS WITNESS

Signature:..... **Name:** (in capitals)

Date:

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by uMngeni-uThukela Water prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily 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.

Any other matters 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.

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:
.....
7. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, uMngeni-uThukela Water and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and uMngeni-uThukela Water 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:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR UMNGENI UTHUKELA WATER

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

FOR INFORMATION USE ONLY

C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

This services contract is based upon the Standard Professional Services Contract (July 2009) (third Edition of CIDB document 1014), published by the Construction Industry Development Board (see www.cidb.org.za).

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

The successful Tenderer is required to provide proof of registration with the National Treasury Central Supplier Database (CSD) prior to the award of contract.

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

3. Progress Measurement and Payments

Progress measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a 'non-working' day, it shall take place on the last working day prior to the 20th.

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25th of the month for payment not later than the last day of the month following the month in which same were submitted.

FOR INFORMATION USE ONLY

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is uMngeni-uThukela Water
3.4 and 4.3.2	<p>The authorized and designated representative of the Employer is: Name: Graham Metcalf</p> <p>The address for receipt of communications is: Telephone: 0832537991 Facsimile: 0333411218 E-mail: graham.metcalf@uuw.co.za Address: 321 Prince Alfred Street, uMngeni-uThukela Water, PMB.</p>
1	The Project is Professional Service Provider for the Ixopo WWW Detailed Feasibility Study
1	The Period of Performance is 12 Months from the Commencement Date.
3.5	The location for the performance of the Project is Ixopo.
3.12	The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R 1000.00
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	<p>The Service Provider is required to provide the following minimum insurances:</p> <p>1. Public Liability Insurance Minimum Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance</p> <p>2. Professional Indemnity Insurance Minimum Cover is: R5 000 000 (Five million rand) Period of cover: For period of performance</p>
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 (c)	The period of suspension under Clause 8.5 is not to exceed 6 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.

11.1	A Service Provider may subcontract any work for which he hasn't the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.
12.2 / 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
	The additional conditions of contract are:
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" "and substitute the words "Contract Data" with "Form of Offer and Acceptance".

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data
1	<p>The Service Provider is.</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>
5.3	<p>The authorized and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>

5.5
7.1.2

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

Name	Specific duties

FOR INFORMATION USE ONLY

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Activity Charge plus Disbursements

- 1.1. **Definition of resources** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources and level of expertise required.
- 1.2. **Definition of time charge rates** – the Tenderer is required to review the scope of work defined within C3 and to determine the time charge rates for each resource function required to achieve the activities within the scope of work.
- 1.3. **Pricing Schedule** – the Tenderer is required to fill in the schedule and complete the pricing calculations set down in C2 Pricing Schedule, and carry forward the tender amount from the C2 Pricing Schedule to the Offer C1.1.
- 1.4. **Payment** – the Tenderer will be paid the amounts approved for the resources provided on a monthly basis together with payment for the approved disbursements. Disbursements will be paid in terms of the standard rates approved by UUW for disbursements.

FOR INFORMATION USE ONLY

C2.2 PRICING SCHEDULE

SECTION A

IXOPO WWW DETAILED FEASIBILITY STUDY

Item	Description	Unit of Measure	Quantity	Rate	Total
1.	Review of existing reports and data e.g Process Audits, Operational Data	Sum	1		R
2.	Undertake initial site visits	Sum	1		R
3.	Inception Report	Sum	1		R
4.	30-year demand assessment and establishing future required WWW capacity.	Sum	1		R
5	Topographical / Land Survey	Prov Sum	1	R300,000	R
5.1	Mark-up on Item 5 above	%	R300,000		R
6	Geotechnical Investigations (Detailed)	Prov Sum	1	R550,000	R
6.1	Mark-up on Item 6 above	%	R550,000		R
7	Design of Wastewater Works (Civil, Mechanical & Electrical)	Sum	1		R
8	Environmental Input (Liaise and support EAP and UUW environmental PM)	Sum	1		R
8.1	Participate in public environmental meetings	No	4		R
9.	Other technical input to complete DFS study to ensure progression to detailed design.	Sum	1		
10	Economic Analysis – Prepare realistic capital and operating cost estimates for the various treatment options and carry out an economic analysis to determine the most cost effective option (calculation of CBA, NPV and IRR)	Sum	1		R
11	BoQ and rates for determination of capital estimate and financial analysis to support feasibility recommendations	Sum	1		R
12	Risk Analysis	Sum	1		R
13	Health & Safety & HAZOP 2	Sum	1		R
14	Manage external consultants	Sum	1		R
15	Provide progress reports (4 No.)	No	4		R
16	PSC Meetings (2 No)	No	2		R
17	Progress / Technical Meetings (6 No)	No	6		R

18	Gate Review No. 4	No	1		R
19	Write and provide draft and final reports (1 No. copies of each report)	Sum	1		R
TOTAL SECTION A CARRIED TO SUMMARY					

2. SECTION B: Disbursement Schedule (Tender to develop disbursement schedule)

Number	Disbursement	Unit of Measure	Quantity	Rate	Total (excl VAT)
1.					R
2.					R
3.					R
4.					R
5.					R
6.					R
7.					R
8.					R
9.					R
10.					R
TOTAL SECTION B CARRIED TO SUMMARY					R

SUMMARY

A - Total for all Items excluding VAT	R
B - Disbursements	R
Sub - Total (A + B)	R
C - 3% Training for CPGs	R
Sub - Total (A + B +C)	R
Contingencies (Add 10%)	R
Subtotal	R
VAT @ 15%	R
Total including VAT carried forward to C1.1 (Offer).	R

PART C3: SCOPE OF WORK

1. Employer's objectives

The Employers objective for the Ixopo Wastewater Works (WWW) DFS is to investigate the upgrade the Works to a capacity sufficient to meet future wastewater demand and to ensure the effluent quality is compliant with the regulated discharge standards.

2. Description of the services

The required services span the engineering disciplines of Chemical / Process, Civil, Mechanical, Electrical and Instrumentation. A multi-disciplinary engineering team comprising key personnel with such competences is therefore required.

The services required are defined by UUWs Engineering Procurement Construction Management (EPCM) process.

3. Extent of the services

Background

The Ixopo WWW treats wastewater from the town of Ixopo and surrounds. The works has a design capacity of 1.0 Ml/day and a optimum operating capacity of 0.8 Ml/day. The capacity of the aeration basin is 0.6 Ml/day, which is a limiting factor and a bottleneck in the current process. A number of operational issues have also been identified at the works, resulting in OUR effluent water quality on occasion. Demand has also been growing steadily over the last few years and the municipality has a number of future development plans. uMngeni-uThukela Water has therefore identified the need for the treatment capacity available to be increased to meet the current and future demands of Ixopo.

Extent of the Project

The location of the existing facility may not have sufficient space to adequately cater for the capacity of the upgraded wastewater works. Greenfield sites will therefore potentially have to be located and investigated. If a new site is proposed, for the upgraded wastewater works, this will entail development of new infrastructure e.g. bulk interceptors, sewer outfalls and pump-stations. The relocation or realignment of existing delivery infrastructure must be catered for in the overall project design and cost estimate.

The study comprises the following main physical components:

- Wastewater works (upgraded or new)
- Maturation ponds
- Sludge disposal mechanisms.

In addition to the services required in respect of the physical components above, the Service Provider shall also:

- Liaise with government and parastatal agencies for all necessary services, applications, approvals, permits, licenses and way leaves that may be required for construction of the project.
- Identify property and servitude requirements and locations.
- Co-operate with other service providers as outlined in C3, Clause 5.

If the upgrade of the works on the existing site is feasible, due consideration must be given to the impact construction will have on the operation of the works, given the space constraints.

4. Use of reasonable skill and care

All services shall be provided using skill and care commensurate with the professional and ethical standards required by ECSA

5. Co-operation with other services providers

All design and engineering for this project will be carried out under this contract, however, the service provider is nonetheless required to co-operate with other service providers that may provide services to the Project on behalf of the Employer. Such service providers may include:

- UUWs own staff in various departments that assist with project delivery.
- Environmental consultants conducting environmental impact assessments in accordance with prevailing legislation and regulations.
- Other service providers that may be appointed by the UUW Project Manager to assist with project delivery.

6. Brief

Work Components and Major Activities

A description with detail of the individual work components is presented in the ToR in Annexure 1 with a brief summary of the scope of work applicable to each.

Deliverables

Deliverables shall be as per (but not limited to) the ToR (Annexure 1). Where necessary for proper definition of the work and alignment with standard UW practices, deliverables shall be provided to the standard specified by UUW. Where necessary, standard forms, document templates and practice guidelines will be issued to assist the PSP.

The Key Deliverables listed below shall be approved by Employer sign-off to be regarded as complete. The approval will form part of the Gate Review process.

(i) Detailed Feasibility Study (Gate Review 4)

- Detailed Feasibility Study as defined in the ToR document in Annexures.
- Prepare preliminary designs, conceptual drawings and process flow diagrams.
- Preliminary Design Report (all disciplines, including preliminary drawings, process design, cost estimates and activity plan for the following stages)

Time Frames

The contract period is 12 months from date of award.

Reporting Requirements and Meetings

In addition to the deliverables listed in the ToR, the successful tenderer is required to adhere to the following reporting requirements:

- Prepare Project Progress Reports at regular intervals in advance of payment claims, which shall include:
 - Summary of progress since previous report
 - Revised programme, monitored against an approved baseline
 - Notification of issues that could affect cost and schedule
- Attend Project Progress Meetings in Pietermaritzburg, KZN and present the Progress Reports
 - Attendance of team leader (compulsory)
 - Attendance of additional team members as required
 - Applicable to the entire contract.
- Arrange and facilitate review and approval of the following Key Deliverables, with the Employer, as follows:
 - Detailed Feasibility Study
 - HAZOP 2 Study
- Arrange and attend one (1) Gate Review Meeting. Gate Reviews form an essential part of the UUWs Project Lifecycle Process (PLP). UUWs PLP Gate Review includes specific checklists or criteria to be satisfied per project categorisation, which set out the expected standards for **deliverables** (quality and level of maturity) at the completion of each PLP stage. They are intended to be applied at the **commencement** of a stage to help **plan** the work and at the **end** of the stage to **assess** whether sufficient work has been done to support the required quality of the stage deliverables. The assessment is also intended to assist in the making of an informed business decision on whether to proceed to the next project development stage or not and for this reason they are known as **gates** or gate

reviews. In addition, they are intended to be used at regular intervals during each stage on larger projects to assess progress against the defined gate criteria for that stage and to verify that the project is still on course to achieve a successful outcome.

The **deliverables** must be approved by Employer sign-off to be regarded as complete and for permission to be given to proceed to the next phase of work. It is advisable to set aside at least two days for presentation and review of deliverables per Gate Review.

It should be noted that UUW reserves the right to terminate the contract if the PSP fails to meet the requirements of a Gate Review (Refer to C.1.2 – 4 Special Conditions of Contract)

- Arrange and attend 6 (six) Progress / Technical Meetings for liaison with the Employer's project management team as required throughout the contract.

7. Reference data

1. Ixopo WWW Process Audit 2025
2. Ixopo WWW Operating Manual 2025
3. Estimation of current and projected sewage flows into Ixopo WWW 2023
4. Ixopo Aeration System Sizing 2020

8. Applicable national and international standards

The CIDB Standard Professional Services Contract 3rd Edition, July 2009 is applicable to this tender.

9. Approvals

UUW, specifically the Project Manager and Planning Services department, should be consulted at all stages for reviewing.

10. Procurement

[UUW's supply chain processes are to be followed. For the appointment of the listed Provisional Sum service providers, UUW must be consulted prior to any appointments and the selection process of other service providers must be in consultation with the relevant UUW staff.]

11. Access to land / buildings / sites

The scope of work will require occasional site visits for measurement and confirmation of design details. The PSP shall liaise with the Employer's representative 2 weeks prior to the date of any intended site visit so that access arrangements can be concluded with Operations. The PSP must comply with all OHS requirements when accessing the site. This may include obtaining Medical Certificates for staff working on the site.

Access will not be unreasonable withheld.

12. Planning and programming

Provision and updating of Programme

Notwithstanding the provisional programme provided at Tender Stage in Returnable Schedule T2.2.13, the appointed Service provider shall, within the time set out in the contract data, submit to the Employer a detailed programme for the performance of the services, which shall, inter alia, include:

- The order and timing of operations by the Service Provider and any actions required of the Employer and others.
- The dates by which the Service Provider plans to complete services needed to allow the Employer and others to undertake work required of them.
- The information as required in terms of the scope of work or contract data.
- The critical path and any important interdependencies between tasks shall be clearly highlighted.

The PSP shall update the programme monthly to reflect actual progress to date and expected future progress. Along with the update the PSP shall also update the contractual cashflow projection and CPG cashflow projections monthly on forms to be provided by the Employer's Project Manager.

13. Software application for programming

Electronic documents submitted to UW in the execution of this project shall be compatible with Umgeni Water's software applications as listed below. Where tasks require the use of specialised software not listed below, the contractor shall obtain permission from the Employer's representative for the use of such software.

Umgeni Water uses the following software programs:

- General office usage:
 - Microsoft Office 2010 Suite
 - Adobe Acrobat
- CAD and Design
 - ArcGIS
 - AutoCAD 2012 (with correct .ctb files forwarded)
 - Adobe Acrobat
 - AutoCAD P&ID 2012 (for P&IDs)

14. Quality management

Tenders shall provide details of the quality management system that they propose to operate during this contract in the Returnable Schedule T2.2.12.

15. Format of communications

On commencement of the contract, the Service Provider will be supplied with samples or approved formats for the following types of documentation to be used during the contract.

- Minutes of meetings
- Attendance registers
- Drawing layouts
- UW standard drawings and technical specifications
- Site instructions
- Design reports
- Other reports
- Use of UW branding
- Payment certificates
- Other formats as required

All final deliverable documents issued in terms of this contract shall be issued in hardcopy and electronic format (flash drive) to Employer's Project Manager.

The PSP shall retain electronic copies of all documentation generated by this contract for a period of at least 5 years after contract completion.

16. Key personnel

With reference the Key Persons as specified in T2.2.28. Depending on the specific project requirements one individual may occupy more than one position. Any Key Personnel replaced shall be done so with equivalently qualified person and approve by the Umgeni Water Project Manager.

17. Progress meetings

Progress / Management Meetings shall be attended by the PSP's team leader and other team members as nominated by him / her in accordance with project requirements. The venue for these meetings will normally be UUW Prince Alfred Street in Pietermaritzburg KZN and normally, these meetings are scheduled during the 2nd and 3rd week of each month.

A schedule for these meetings will be agreed at the Contract handover meeting.

18. Electronic payments

[The service provider will be paid electronically through the normal UUW procedures

19. Daily records

[Daily records shall be kept in respect of all contract related activities that will result in claims for fees and expenses. These include but are not limited to:

- Time sheets reflecting the hours worked in respect of time based fees and travel
- Project related telephone conversations (if these are charged separately)
- Distances travelled
- Disbursements

20. Professional indemnity insurances

[Insurance requirements are stipulated in the Contract Data Clause 5.4.1 and letter of intent or copies of the original policies must be included in the returnable schedule.

21. Payment certificates

[Claims must be submitted by the 25th day of each month to the Employer's Representative. Once the claim is approved an invoice, payment certificate and statement must be submitted to same before the last working day of each month to ensure the Service Provider is paid before the end of the next month]

[]

22. Use of documents by the Employer

[UUW will be using all documents provided in this project for the construction of the Ixopo Wastewater Works

23. Proof of compliance with the law

Proof of Professional Registration is required for Key personnel as applicable

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PART C5: ANNEXURE 1

C.5.1 Terms of Reference

1. PURPOSE OF TERMS OF REFERENCE

The purpose of this Terms of Reference (TOR) is to set out uMngeni-uThukela Water's (UUW) requirements for the execution of a Detailed Feasibility Study (DFS) of the Ixopo Wastewater Works upgrade.

2. BACKGROUND

Ixopo WWW serves the town of Ixopo in the Harry Gwala District Municipality and is a Class D accredited WWW. It is located next to the R612 regional road and downstream of the Home Farm Dam, which supplies the raw water to uMngeni-uThukela Water's Ixopo WTP.

The Ixopo WWW process train follows a typical extended aeration process consisting of an inlet works, one reactor with three aerators on timers and two clarifiers, five drying beds and chlorine contact channels. Sludge is dried on beds and disposed of on a local farm owned by Harry Gwala District Municipality.

3. SCOPE OF THIS APPOINTMENT

The study aims at undertaking all of the professional services needed to implement the project. The infrastructure is likely to be categorised as a category A project in terms of the UUW's Project Lifestyle Process. This will be confirmed after the Detail Feasibility is completed.

This appointment is for a Service Provider to undertake a:

- Detailed Feasibility Study to identify, at a high level of detail.

4. DETAILED SCOPE OF WORKS

DETAILED FEASIBILITY STUDIES (GATE 4 OF PLP)

The detail feasibility stage will require various activities to ensure that this study delivers all the information required to enable rapid progression to detailed design and implementation. The scope of work envisaged will, inter-alia, include the following tasks:-

- Prepare an inception report outlining the PSP's understanding of the scope and describing details of the project roll out plan. The inception report that should include the following:
 - A detailed project programme;
 - A quality plan on how the project will be managed to ensure a product that is technically acceptable to UUW.
 - An engineering management plan - include manpower estimate (including name and man-hours of key personnel), work plan, frequency of progress meetings, sequence of activities, method of review and sign-off of work etc.
 - Include gantt chart of activities in the inception report.
- Collaboration and consultation with internal and external stakeholders.
- An Environmental Assessment Practitioner (EAP) will be appointed by Umgeni Water to complete the environmental impact assessment and obtain authorisation for the project. The objective of the EIA shall be to identify all natural and social impacts of the project and recommend mitigation and environmental management measurements. The PSP shall, as part of their proposal, ensure that the following is accommodated:
 - Ongoing consultation takes place with the appointed (EAP);
 - Briefing the EAP on all project proposals as they are developed;
 - Attendance and input at Public Participation Meetings;
 - Assisting in mitigating environmental risks by investigating alternative options;
 - Providing technical input into the Background Information Document (BID), Basic Assessment Report (BAR) and EIA Report;
 - Providing input into the Environmental Management Plan (EMP);

- Assessing and accommodating any changes required to ensure environmental compliance where feasible;
- Devising appropriate mitigation measures, of an engineering nature, to ensure that environmental risks are managed appropriately;
- Determining flood lines (EAP appointed) and other technical input to support a water license application;
- Ensuring compatibility of engineering solutions with the recommendations of the environmental investigations; and
- Incorporating a summary of the findings and recommendations emanating out of the EIA into the feasibility study reports.

• Affected Landowners

It is unlikely that external landowners will be affected if the existing site has sufficient space for the upgrade. However, if a new site needs to be chosen then external landowner details and consultation will be primarily part of the environmental process. The PSP shall, however, be required to determine the initial landowner details and interactions for on-site work such as geotechnical investigations, land survey and reconnaissance site visits. A database of the affected landowners (name, contact details and lot numbers) must be maintained. The land availability based on interaction with the owners must be documented in the database.

Approval in principle is required from the affected landowner with respect to a new WWW location. This is pivotal to the study and needs to be finalised before the detail feasibility study can proceed. UUW's institutional and social development unit will work with the PSP's ISD personnel in the interactions with the landowners.

• Options Analysis

- The PSP must critically evaluate the options identified. This task must be fully documented in the reports. The analysis of options should consider, but not limited to, amongst others, economic and financial analyses, environmental aspects, technical and constructability factors.
- The engineering of the preferred option must be at a high level of detail to allow the project to move into preliminary design and support a contingency allowance of 20%.

• Pump Station Requirements (for a new WWW inflow):

- Establish suitable location
- Determine suitable pump size and number for operational efficiency;
- Determine power requirements and engage with Eskom / Municipality regarding planning for power infrastructure requirements;
- Prepare preliminary drawing of Pump Station structure;
- Determine preliminary pipe fittings schedule.
- Interim progress reports must be produced to substantiate interim fee claims.
- The sequential outcomes of the study will be reviewed at the PMC meetings. During the roll out of the study, designs and proposals will be reviewed by Umgeni Water.
- Consideration must be given and reported regarding energy optimisation, reducing carbon footprint, waste minimisation and "green buildings" for the infrastructure. This should form part of the options selection matrix.
- Where buildings and large platforms are required, due consideration must be given to earthworks and stormwater drainage. This must be quantified and fed into the capital cost estimates.
- Access roads and paved areas will require preliminary elevation design (horizontal and vertical alignment), preliminary pavement design and stormwater management. This information will feed into the Capital cost estimates and support the motivation for a lower contingency allowance.
- Where structures are required (reservoirs, buildings, etc), preliminary structural designs are required. For the purposes of estimates, items such as finishes, telemetry, computer networking must be considered and factored into the cost of the structure.
- Where a new electrical supply is required,

- the power requirements must be determined
- Consultation with Eskom to include these requirements in their implementation programme
- Apply for connections
- Prepare schematic diagram for HV lines
- Prepare a major electrical equipment list

• **Process Engineering**

Conduct detailed investigations of the proposed WWW including the following:-

- Identify a suitable site is the existing site does not have sufficient space. The WWW design must determine earthworks volumes, consider storm water drainage requirements access requirements;
- Preliminary treatment process design and consideration of use of alternative technologies. UUWs **Process Services** will review all process design proposals put forward during this study.
- Optimum sizing of WWW, including phasing modules and timing based on the demands;
- Consideration of sludge disposal facilities and requirements;
- Consideration of electricity requirements at the WWW site.
- Basic inputs that define the requirements for the process plant design.
- Process materials defined based on representative samples, variability defined based on variability samples, process requirements defined, battery limits defined.
- Capacity Analysis - Operating factor = availability + utilisation + effectiveness. Design factors = catch-up + operating envelope. Based on an analysis of plant data from similar operations for each process stage.
- Unit process defined and equipment sizing criteria.
- Block Flow Diagram - Primary process steps and utility plants shown for the selected process option
- Process flow diagram - All equipment and streams shown for process plant. All equipment and streams shown for utility plants and services.
- Technology selection - All equipment and streams shown for process plant. All equipment and streams shown for utility plants and services.
- Process optimisation - Aim: To reduce capital and operating costs by reduction of process steps and process complexity. A disciplined analytical facilitated session should have taken place in prior stages to examine the project's overall processes and facilities to identify non-value adding processes or process
- Piping and instrument diagram - Lines specified and sized (>80mm). Manual and control valves, instruments, basic control loops, most minor lines and isolations shown.
- Identification of disposal sites of waste generated during construction and, if applicable, sludge from waste water treatment works.
- Conduct a HAZOP 2 study.
- Assessment of site establishment and site access requirements (e.g. construction of temporary and permanent access roads), location of potential site camps, borrow areas; spoil areas and materials holding yards.

The PSP must produce an itemised schedule of the survey activities that is anticipated. This will be used as a basis for claims with respect to land survey requirements. The survey should be at an extent that it would be adequate for use in detail designs.

- **Geotechnical Investigation** - This task must include sufficient detail to establish foundation conditions at proposed building sites, excavation categorization and sources of bedding and backfill material so that they may be utilised in the detailed design. The geotechnical investigation must include the following elements:-
- Prior to onsite activities, the PSP must produce a Health and Safety Management Plan an approved environmental management plan.
- All laboratory analysis of field soil samples;

- Identify areas where adverse soil conditions and/or the presence of groundwater may impact negatively on construction works. This must include an assessment of saturated and/ or unstable soils with regards trench sidewall stability;
- Dynamic Cone Penetrometer (DCP) tests to 3m or refusal.
- A seismic survey of areas where hard material is likely to be encountered. In areas where there is shallow refusal of the DCP, a seismic survey should provide the means for interpreting whether the refusal is related to boulders or rock;
- A sufficient number of trial pits, as determined by the geotechnical engineer, is required at major structures, to provide input for foundation designs of these structures;
- An approximate volume of the different classes of excavation as specified in SANS 1200 DB for an average trench depth of 3.0 m and 3.0 m width, including an assessment of the approximate volume of the total blasting that will be required;
- An estimated volume of bedding/selected backfill available from trench excavation or other identified sources and the specifications for such material;
- Soil types identified and typical load bearing strength assessed. Slope stability assessed. Geotechnical hazards identified.
- Foundation capacities/types assessed. Indicative cut/fill batters/slope stability assessed. Geotechnical hazards identified.
- Identify potential borrow and spoil areas;
- The results of the geotechnical investigation must be compiled in a separate geotechnical report including classifications and test results, interpretation thereof and recommendations. This report will form part of the overall study report suite.
- The PSP must produce an itemised schedule of the geotechnical activities that is anticipated. This will be used as a basis for claims with respect to the geotechnical investigation. The survey should be at an extent that it would be adequate for use in detail designs.

• Compliance with Internal Standards, Statutory and Regulatory requirements

- The PSP is required to identify and meet these requirements during the study e.g way leaves, local municipal bylaws, etc.
- UUW will make available applicable design standards. Where these are insufficient, the PSP will propose suitable standards for approval.
- PSP must document the design standards used in the feasibility study.
- UUW follows a Project Lifecycle Process (PLP) to ensure quality outputs at each stage of the project. Further information of this PLP process will be supplied in electronic form.
- Detailed **capital cost estimates** for the development of all proposed bulk infrastructure elements including the following cost elements:-
- Land and servitude acquisition - A market analysis must be conducted to determine the approximate cost of servitude and property acquisition if required;
- Civil works, process plant and equipment, mechanical and electrical plant and instrumentation equipment;
- Relocation of services;
- Provision of access to site and site establishment;
- Development and restitution of borrow quarries and spoil sites;
- Provision of electricity;
- Provision of cathodic protection;
- Environmental mitigation costs
- Engineering fees including professional fees and site supervision;
- Environmental mitigation costs;
- Contingencies (the level of work at detail feasibility stage should be to a level of detail such that the PSP is comfortable to apply a contingency of not more than 20%);
- Costs associated with any further investigations that are deemed to be necessary.

The cost estimate must be determined using an itemized bill of quantities. The investigation must be carried out to a sufficient level of detail such that the confidence limit on the estimate is at least 20%. PSP to produce a cash-flow of the preferred option. Substantiate a contingency allowance that should be applied to the project estimate. This should be based on the level of confidence in the proposed

infrastructure, materials proposed and market conditions. The costing should be consolidated into a Work Breakdown Structure that will be provided by the client.

- Development of draft operating rules for the proposed infrastructure. This exercise must take into account metering, telemetry, SCADA and control requirements.
- Estimate of **annual operations and maintenance costs**.
- Assessment of the **overall phasing** of all infrastructure elements and establishment of realistic project implementation timetables for the various phases of the project so as to meet the projected influent volumes. Aligned to this should be a project cash flow that will form the basis of UUW's CAPEX budgeting process and motivations for project approval.

• **Risk**

A risk matrix, listing possible risks to the project, must be developed. It must include the probability of occurrence and the level of impact on project. This will be analysed at every PSC meeting.

A suitably qualified and experienced Risk officer is recommended to be part of the team.

• **Health and Safety**

A Hazop 2 is required for the recommended option.

All Hazards must be identified and a methodology prepared to address them.

- **PLP Gate 4 Requirements** - UUW implemented the "Engineering, Procurement and Construction Management" (EPCM) PLP in 2017. The EPCM-PLP spells out the requirements that need to be met at each stage of a project from conceptualisation through planning studies, design, construction and project closeout. The stages have to pass through what is referred to as a GATE. The philosophy behind this process is what is known as Front End Loading (FEL). That is, doing more work upfront so that the risk of scope creep and additional costs during construction is reduced. This process will also improve the accuracy of project estimates which has a significant bearing on UUW's CAPEX programme. The EPCM-PLP will also meet the requirements of national treasury with respect to the capital expenditure of organs of state. Information regarding the PLP process and requirements can be made available electronically upon request.

At the conclusion of the Detailed Feasibility Study / Preliminary Design, the PSP will be required to make representation at a gate review committee to substantiate that the requirements of Gate 4 has been met. The Gate 4 checklist is contained in the PLP information documents.

Deliverables
• Executive Summary Report;
• Main Report;
• Demands Report
• Geotechnical Report
• Cathodic Protection Report
• Topographic and Land Survey Report
• Annexures including drawings
• Bill of Quantities with estimated rates
• Health and Safety Reports (incl. HAZOP 2)
• Other (as determined by PSP)
• Gate 4 approval

The UUW "Gate 4 Checklist" must be referenced to each section of the reports to show that the criteria have been met. Draft study report/s must be presented to the Client for comment prior to finalisation of the reports. All reports must include an Executive Summary summarizing the work carried out and the main findings and recommendations of the report. Once the PSC has reviewed the draft reports and all

comments have been addressed to the Client's satisfaction, one (1 No.) hard copies of the final reports shall be delivered to the Client together with an electronic copy on a flash drive. One version shall be in PDF format for possible reproduction and dissemination to interested and affected parties and the general public domain, and one in MS Word format for internal use by UUW. All associated text, spreadsheets, charts and programs making up the report should be compatible with MS Word, Excel and Project.

The following typical drawings will be required to normal preliminary design standards:-

- Layout and Longitudinal sections of sewer pipelines, showing hydraulic information (if required);
- Plan and sections of any major new structures;
- Details of existing services and infrastructure requiring realignment.
- Layout and sections for WWTW,
- Layout and long section of access road and typical cross section.

5. OTHER REQUIREMENTS

1. Bi-Monthly progress reports detailing status of planned activities, expenditure against appointment, etc, must be sent to the Client's Representative along with the PSP's payment claims.
2. Project Steering Committee (PSC) progress meetings shall be held every four months in UUW's Prince Alfred Street Offices in Pietermaritzburg. These meetings shall be chaired by the clients' representative, however, secretariat services must be provided by the PSP.
3. All data that has a spatial reference must be captured in GIS-compatible format acceptable to the Client. The data structure for this information will be provided by the client.
4. All spatial data, maps, engineering drawings and/ or typical details pertaining to preliminary design/ conceptual drawings should be prepared in ArcGIS or AutoCad format, and stored on a or flash drive and must be presented to the Clients Representative at the end of each phase of the project. Details pertaining to formats, fonts, title covers etc. shall be finalised during the course of the study.

STUDY MANAGEMENT AND ORGANISATIONAL MATTERS

1. **Client** – UUW will act as the Client for this study which has been commissioned by the Planning Services Department of UUW. UUW will nominate a representative, hereafter referred to as the *Client Representative*, to represent its interests on this project. The *Client Representative* may change during the study (Planning Services Project Managers during the Pre and Detailed Feasibility stages and Project Office Project Manager during the remaining phases).
2. **Project Steering Committee** – A Project Steering Committee (PSC) will be constituted to oversee the overall execution of the study. This PSC will consist of representatives from the following bodies:-
 - UUW (Client);
 - Municipal Customer (Harry Gwala District Municipality);
 - PSP and their sub consultants;
 - EAP representation
 - other invited relevant stakeholders as needed.

The PSP will be required to prepare and disseminate progress reports, agendas and minutes for all PSC meetings. In addition, the PSP shall provide regular updates of expenditure maintain a record of key decisions and make presentations to the PSC on project matters.

3. **PSP Study Leader** – The PSP will nominate a *Study Leader*, who will represent the PSP and will be responsible for the overall project management of the study. The Study Leader shall liaise closely with the Client Representative on the progress of the study, budget, project challenges, etc. The Study Leader will be overall responsible for the quality of work delivered by the PSP and all their sub-contractors.

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, and must be approved by the Client.

The Study Leader shall further ensure that PSP team members regularly report back on progress and findings that may either influence the study or adversely affect the outcome or the budget of the study. The Study Leader shall convey any such information to the Client Representative without delay. In the event of adverse, project threatening circumstances, special PSC meetings can be convened to agree on the best way forward. The Client reserves the right to stop the study if the above is not adhered to.

Apart from responsibilities of attendance at PSC meetings, the Study Leader or alternate will be required to attend project steering committee meetings.

4. **Environmental Assessment Practitioner (EAP)** – The PSP Study Leader shall ensure that ongoing consultation takes place with the EAP (appointed by the client) on all matters pertaining to the project, to insure that there are no fatal environmental flaws associated with the project and that the preferred engineering/ technical options have a sound environmental footing.

As part of the proposal, PSP to develop the BoQ based on the above-mentioned ToR.

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