



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

BID NUMBER: WP11542

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PRE-FEASIBILITY
STUDY FOR THE DEVELOPMENT OPTIONS OF WATER RESOURCES IN THE UPPER
ORANGE RIVER (DOOR) FOR A PERIOD OF 36 MONTHS**

ISSUE DATE:

31 OCTOBER 2025

CLOSING DATE:

04 DECEMBER 2025 AT 11:00am

NB: Non-compulsory briefing session

Date: 20 November 2025

Time: 11:00AM

Venue: Virtual – MS Teams

[Join the meeting now](#)

Meeting ID: 313 784 973 774

Passcode: q6rW9Cy7

SUBMIT TENDER DOCUMENT

**ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-
SUBMISSION PORTAL**

**PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR
DEPARTMENTAL TENDER BOX.**

TENDERER: (Company address and stamp)

**SCAM ALERT: BIDDERS ARE ALERTED TO SCAM SYNDICATES OPERATING AS DEPARTMENT
OFFICIALS. BIDDERS ARE THEREFORE ADVISED TO REPORT ANY SUSPICIOUS INFORMATION
TO THE DEPARTMENT. DEPARTMENT OFFICIALS WILL NOT CONTACT BIDDERS FOR BRIBES IN
EXCHANGE OF BID AWARDS**



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period.

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Resolution of board of Directors for company /close corporation/ partnership	G	The template resolution provided must be completed in full	
Resolution of Board of Directors to enter into consortia or joint ventures	H	The template resolution provided must be completed in full	
Copy of company CIPC certificate	I	Bidders are required to attach a copy of CIPC certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WP11542	CLOSING DATE:	04 DECEMBER 2025	CLOSING TIME:	11:00AM
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DESCRIPTION **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PRE-FEASIBILITY STUDY FOR THE DEVELOPMENT OPTIONS OF WATER RESOURCES IN THE UPPER ORANGE RIVER (DOOR) FOR A PERIOD OF 36 MONTHS.**

BID RESPONSE DOCUMENTS

ALL BID REPOSSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL

PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON **Winnie Dolamo**

TELEPHONE NUMBER **012 336 8974**

FACSIMILE NUMBER **N/A**

E-MAIL ADDRESS dolamow@dws.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON **Mrs. Sanet van Jaarsveld**

TELEPHONE NUMBER **012 336 7284**

FACSIMILE NUMBER **N/A**

E-MAIL ADDRESS vanjaarsveld@dws.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No: MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TICK APPLICABLE BOX]

☐ Yes ☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No
[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No
[IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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 PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PRE-FEASIBILITY STUDY FOR THE DEVELOPMENT OPTIONS OF WATER RESOURCES IN THE UPPER ORANGE RIVER (DOOR) FOR A PERIOD OF 36 MONTHS.

NAME OF BIDDER:PROJECT NO: **WP11542**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **04 DECEMBER 2025**

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total
Estimated time for completion of all phases and including all
Expenses inclusive of all applicable taxes for the project.

R.....

3. PHASE ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE
AND MAN-DAYS TO BE SPENT

..... R..... Days

..... R..... Days

..... R..... Days

3.1. Travel expense (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....

TOTAL: R.....

"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

3.2. Other expenses, for examples accommodation (specify, e.g. Three
Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.).

On basis of these particulars, certified invoices will be checked for
correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURED	RATE	QUANTITY
.....	R.....	
.....	R.....	
.....	R.....	

TOTAL: R.....

4. Period required for commencement with project after Acceptance of bid

.....

5. Estimated man-days for completion of project

.....

6. Are the rates quoted firm for the full period of contract?

*YES/NO

7. If not firm price period, provide details of the basis on which
Adjustments will be applied for, for example consumer price index.

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

E-mail address: dolamow@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: **Mrs. Sanet van Jaarsveld**

Tel: 012 336 7284

E-mail address: vanjaarsveld@dws.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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**

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.

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

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

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.

to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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	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)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(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:

.....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women
Disability
Youth
Location
B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Required Proof Documents

Full CSD Report
Full CSD Report
Full CSD Report
Full CSD Report
Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			



Resolution of Board of Directors

14			
15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
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9			
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11			
12			
13			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____



Held at _____
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e)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in _____ *his/her
Capacity as: _____ (Position in the
Enterprise)and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

(code)Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

ENTERPRISE STAMP

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily</p> |

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: WATER RESOURCES DEVELOPMENT PLANNING

TERMS OF REFERENCE

**PRE-FEASIBILITY STUDY FOR THE DEVELOPMENT
OPTIONS OF WATER RESOURCES IN THE UPPER
ORANGE RIVER (DOOR) FOR A PERIOD OF 36 MONTHS**

VERSION 06

OCTOBER 2025

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LIST OF ACRONYMS AND ABBREVIATIONS

AADD	Average Annual Daily Demand
BoQ	Bill of Quantities
CD: IWRP	Chief Directorate: Integrated Water Resource Planning (now CD: NWRP)
CD: NWRP	Chief Directorate: National Water Resource Planning (previously CD: IWRP)
CMA	Catchment Management Agency
D: NWRP	Directorate: National Water Resources Planning (now D: SWRP)
D: SWRP	Directorate: Strategic Water Resources Planning (previously D: NWRP)
D: WRMP	Directorate: Water Resource Management Planning (previously D: WRPS)
D: WRPS	Directorate: Water Resources Planning Systems (now D: WRMP)
DFFE	Department of Forestry, Fisheries and the Environment
DMRE	Department of Mineral Resources and Energy
DWA	Department of Water Affairs (now the DWS)
DWAF	Department of Water Affairs and Forestry (now the DWS)
DWS	Department of Water and Sanitation
EAP	Environmental Assessment Practitioner
ECO	Environmental Control Officer
ECSA	Engineering Council of South Africa
EIA	Environmental Impact Assessment
EIR	Environmental Impact Report
EMP	Environmental Management Plan
EMPr	Environmental Management Programme
EWR	Ecological Water Requirements
FSL	Full Supply Level
GDP	Gross Domestic Product
GWS	Government Water Scheme
HFL	High Flood Level
HFY	Historical Firm Yield
HPP	Proposed Hydropower Plant
I&APs	Interested and Affected Parties
IVRS	Integrated Vaal River System
L-BWT	Lesotho-Botswana Water Transfer
LHWP	Lesotho Highlands Water Project
LM	Local Municipality

LSY	Long-term Stochastic Yield
MAE	Mean Annual Evaporation
MAP	Mean Annual Participation
MAR	Mean Annual Runoff
MCDA	Multi-Criteria Decision Analysis
MMM	Mangaung Metro Municipality
NVD	Noordoewer / Vioolsdrift Dam
O&M	Operation and Maintenance
ORASECOM	Orange-Sengu River Basin Commission
ORS	Orange River System
PPE	Personal Protective Equipment
PPP	Public Participation Process
PSP	Professional Services Provider
PSR	Project Summary Report
PWWD	Peak Weak Water Demand
RDM	Reserve Determination Model
RMF	Regional Maximum Flood
RSA	Republic of South Africa
SEF	Safety Evaluation Flood
SMC	Study Management Committee
SSC	Study Steering Committee
ToR	Terms of Reference
URV	Unit Reference Value
VAPS	Vaal Augmentation Planning Study
VBK	Verbeeldingskraal Dam
WC/WDM	Water Conservation and Water Demand Management
WMA	Water Management Area
WRPM	Water Resource Planning Model
WRSM	Water Resource Simulation Model
WRYM	Water Resource Yield Model
WTW	Water Treatment Works
WUL	Water Use License
ZAR	South African Rands

LIST OF MEASUREMENT UNITS

GW	Gigawatt
GWh	Gigawatt Hour
Ha	Hectare
km	Kilometre
km ²	Square Kilometre
m	Metre
m ²	Square Metre
masl	Metre Above Sea Level
million m ³	Million Cubic Metres
million m ³ /a	Million Cubic Metres Per Annum
Mℓ	Mega Litre
Mℓ/d	Mega Litres Per Day
mm/a	Millimetres Per Annum
m ³ /s	Cubic Metres Per Second
MW	Megawatt
MWh	Megawatt Hour
R/m ³	Rand per cubic meter

1. INTRODUCTION, BACKGROUND, AND STUDY AREA

1.1 INTRODUCTION

The purpose of this document is to provide Terms of Reference (ToR) for the Pre-Feasibility Study into future Water Resource Developments in the Upper Orange River System. The study is required to implement the recommendations of the Development of Reconciliation Strategies for Large Bulk Water Supply Systems: Orange River (ORECONS) study of 2014, that is in short;

- to provide additional yield in the Orange River System (ORS)
- to compensate for the lost yield in the system because of the implementation of the Lesotho Highlands Water Project (LHWP) Phase 2, as well because of the forthcoming future compulsory implementation of the Ecological Reserve for the ORS.

The studies' conclusions and recommendations further specified that based on the costs and URV's presented the following options be considered in the implementation scenarios:

- Real time monitoring downstream of Vanderkloof Dam
- Vanderkloof Dam low level storage
- Vioolsdrift Dam
- Gariep Dam raising or Verbeeldingskraal Dam

Eskom prepared a brief report which was received almost at the Recon study closure. This report provides details on hydro-power related impacts on two of the proposed intervention options.

- • Vanderkloof Dam low level storage
- • Gariep Dam raising

It is recommended that the Eskom report be taken into consideration during this study for the Raising of Gariep Dam/Verbeeldingskraal Dam as well as when the Bridging

Study is commissioned to proceed with the implementation of the option to utilise the Vanderkloof Lower Level Storage.

The purpose of this study is to identify, review and confirm at pre-feasibility level of detail of all further water resource development interventions in the Upper Orange River, together with timing thereof, required to reconcile the water requirements and availability over the next 40 years till 2065. The study entails detailed comparative analyses of various identified development options and a comprehensive screening process that considers engineering, legal, economic, social and ecological considerations. The study will culminate in the assessment at prefeasibility level of detail the preferred new development option/s in the Upper Orange River System.

Analysis of projected system water demands against available resources shows there is an impending water scarcity in the Orange-Senqu River Basin. The proposed interventions are meant to further address the eminent risk because of the additional strain on the water resources due to, among other factors, climate change and the resultant impacts, viz increase in temperature and variability in precipitation.

The impact of climate variability and change on water will translate directly into significant risk for various sectors of the economy that are dependent on the resource, such as agriculture, energy production, urban environment, biodiversity and rural livelihoods. This study should take cognisance of the latest information from studies related to all water resource infrastructure developments, both currently under implementation and future planned interventions in the entire integrated ORS.

Ultimately, the study shall culminate in a detailed Pre-Feasibility Investigation Main Report together with all necessary high standard supporting reports as required, that firmly recommend the most feasible water resource development options, and their ranking, for the Upper Orange River together with their timing.

The PSP team must provide multi-disciplinary skills and expertise required to undertake this Study within the time constraints provided. The Study leader must be a professional engineer, experienced in coordinating and managing a study of this nature (dam development/planning), who will form the main link between the DWS and the study teams as shown in Figure 1-1 below.

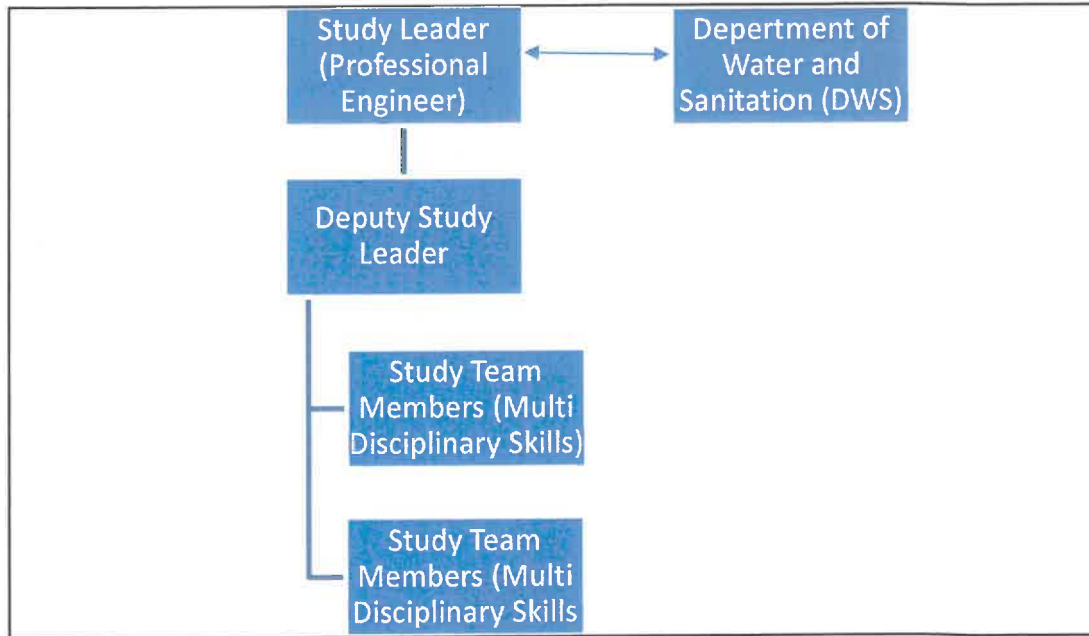


Figure 1-1: Study Team Structure with Reporting Link

The PSP will be appointed by DWS to carry out all the necessary work as described in the Scope of Services (Section 6) to facilitate the successful conclusion of this Study. The Scope of Services will be the minimum requirements that DWS will accept.

It is estimated that the duration of the Study will be **24 months**.

1.2 BACKGROUND

The Department of Water and Sanitation (DWS) intend to undertake a Pre-Feasibility Study into future Water Resource Developments in the Upper Orange River System.

The water balance situation in the ORS is currently in a very precarious situation hence urgent interventions are required to ameliorate the anomaly. Informed by the recommendations of previous studies, this study will see to identify, review and confirm at pre-feasibility level of detail further water resource development interventions in the Upper Orange River, together with timing thereof, required to reconcile the water requirements and availability over the next 40 years.

The primary objective of this project is securing long term water supply in the ORS, in line with the recommendations of the ORECONS study, together with the subsequent

strategy maintenance studies as well as all other related and relevant studies undertaken after the completion of the ORECONS study in 2014.

The Orange – Senqu River System

The Orange-Senqu River originates in the highlands of Lesotho and runs for over 2300 km to its mouth on the Atlantic Ocean on the border between Namibia and South Africa. The River system is one of the largest river basins in Africa with a total catchment area of about 1.0 million km² and encompasses all of Lesotho, a significant portion of South Africa, Botswana and Namibia. In terms of spatial coverage, about 64.2% of the basin lies in South Africa, 24.5% in Namibia, 7.9% in Botswana and 3.4% in Lesotho. The mean annual runoff is estimated as 11.5 billion m³ of which 53% is from South Africa, 41.5% from Lesotho, 5.2% from Namibia and 0.3% from Botswana. The Orange-Senqu River basin is a highly complex and integrated water resource system characterized by a high degree of regulation and major inter-basin transfers to manage the mismatch between availability of relatively abundant precipitation and the location of the greatest demand nodes.

The Vaal River is the main tributary to the Orange River. It originates on the plateau west of the Drakensberg escarpment and drains much of the central Highveld of South Africa. Within South Africa, the Integrated Orange River Basin includes 2 of the 9 Water Management Areas (WMA) in the country. These are the Vaal and Orange WMAs.

The basin is of major economic importance to South Africa, with significant contribution to the national Gross Domestic Product (GDP) through agriculture, mining, energy production and manufacturing. From a South African national point of view, the Orange River system can be regarded as the most significant river system in South Africa, not only because of its size and strategic central location, but because it sustains significant economic production and a sizeable proportion of the population of the country. Figure 1-2 below shows the locality map for the Integrated Orange River basin along with key information for each country that constitutes the basin.



Figure 1-2: Locality Map for the Integrated Orange River Basin

1.3 STUDY AREA

The Study Area covers the following catchment and areas:

- Orange River Catchment;
- Area covered by the Upper Orange River System;
- Area covered by the Integrated Vaal River System;
- Vanderkloof Dam situated on the Orange River close to the Vanderkloof town (to utilize lower level storage);
- Gariep Dam situated on the Orange River close to the Norvalspont town (for dam raising);
- Along the Orange River close to Aliwal North (for new dam development).

Figure 1.2 above illustrates the Integrated Orange River Basin which incorporates the study areas of this study on the South African side.

2. STUDY OBJECTIVE AND STUDY PHASES

2.1 STUDY OBJECTIVES

The objectives of the study are to:

- Review and update water requirement projections in the Integrated Orange River System;
- Investigate and screen all potential Water Resource Development options in the Upper Orange River System, including dam site and types, hydropower generation potential (if applicable), etc. at a pre-feasibility level of detail, noting the relevant work previously undertaken, and the recommendations thereof, including but not limited to the studies mentioned in Section 5 below.
- Undertake a detailed Pre-Feasibility Study for the Preferred Water resource Development Option and all the related infrastructure in the Upper Orange River,
- Investigate impacts of the proposed development in the entire integrated Orange River System, including detailed environmental screening of options so considered.
- Investigate the infrastructure and regulatory arrangements required to utilize the Vanderkloof Dam low level storage. Including environmental screening of the option.
- Finalise timing and purpose of the preferred water resource development option, noting other planned water resource developments initiatives in the Orange River System.

Ultimately, the study shall culminate in a detailed Pre-Feasibility Investigations Main Report together with all necessary high standard supporting reports as required, that firmly recommend the most feasible water resource development options for the Upper Orange River and the timing thereof.

2.2 STUDY PHASES

2.2.1 Study Phase 1 – Inception Stage

Study Phase 1 entails conducting a thorough review of all existing information, consultation with the Client and other knowledgeable parties, site visits, etc. Ensure that all the available information from all studies undertaken in the past is fully utilised to avoid repetition of work.

Deliverables: **Inception Report** including an update of the proposed scope of work, methodology, budget, study program and cashflow. It is anticipated that the Inception Report shall be completed four (4) months after the signing of the Contract for this Study. Therefore, Study Phase 1 shall be completed within four (4) months after the signing of the Contract for this Study.

2.2.2 Study Phase 2 – Pre-feasibility Stage

Study Phase 2 entails undertaking the necessary pre-feasibility level investigations and comparative analyses including a due diligence assessment for **all** possible water resource development options or hybrids thereof as well as the scheme configuration for each option. Select and recommend from a national perspective the best water resource development option to be carried forward to the future detailed feasibility level studies. Specify the optimal water resource size (including phasing), the configuration, composition, location and size of the key infrastructure elements of the recommended resource.

Deliverables: **Pre-Feasibility Study Main Report** together with all applicable and agreed **supporting reports**. Study Phase 2 shall be completed within twenty (20) months after Study Phase 1.

Options: The following options have been identified by the department however the PSP shall present any other identified options to the department to be considered in the pre-feasibility study.

- (i) Investigation of the infrastructure and regulatory arrangements to utilize the Vanderkloof Dam low level storage;
- (ii) the raising of Gariep Dam: and
- (iii) Proposed development of Verbeeldingskraal Dam along the Orange River close to Aliwal North.

The client shall approve the three optimal options identified to be taken to pre-feasibility study.

2.3 OUTLINE OF IMPORTANT TERMS OF ENGAGEMENT

The attention of the bidders is drawn to the following selected terms of engagement related solely to all aspects of the study. These are not exhaustive. Other terms are provided elsewhere.

The **task descriptions and methodologies** specified in this document shall be construed as minimum requirements or as a guide. These are neither intended to be exhaustive nor prescriptive.

Upon completion of each **Study Phase**, the Client shall be entitled to decide at its sole discretion to either proceed with further Phases or to terminate the study at this stage.

The bidders' tender pricing of all Phases should be balanced and aligned to the scope of work specified for each Phase. Bidders who do not comply with this requirement will lose marks in the final moderation of scores.

DWS may appoint a separate PSP to assist in reviewing the study work and reports and/or to manage the study. The successful PSP for the Pre-feasibility Study shall liaise and co-operate with the Project Management PSP and shall promptly provide all reasonably required information.

Remuneration for any work undertaken will be based on approved Contract task budget of actual deliverables as approved by the Client, and not on time. Draft Reports that meet the required standard, which require minimal corrections e.g. reports ready to be signed off by supervisors, can be invoiced. The final invoice for reports will only be payable once reports are signed off and hard copies, word and pdf versions have been handed over.

Two percent (2%) of the total contract amount will be retained and will be paid after the delivery and approval of all reports in the specified format.

"Amount" as referred to in this document is the quantity of monetary value in South African Rands (ZAR).

3. STUDY APPROACH

This Study shall be undertaken in a phased approach as outlined in **Sub-section 2.2** above. The Study Team shall investigate and report on the options for accessing water resource schedules, as well as the location of the potential delivery points, for a planning horizon of 50 years.

The water resource development options to be investigated shall include the provision of storage reservoirs, conveyance systems (pipelines, pump stations, etc.) and ancillary works. Reference must be made to Previous Planning Investigations and Studies. The Engineering Evaluation and Costing of the Water Resource Infrastructure are to be based on available information, and by applying appropriate interpolations where different sizes of systems need to be considered.

Water availability estimates of the proposed water resource development options must consider the existing studies with appropriate consideration of the applicability of the yield figures for this study. Additional yield should be created by providing new storage to cater for the existing and currently planned uses to ensure that the health of the river systems is maintained. It will be important to consider the developments and water requirements in all the yielding catchments (mentioned in **Sub-section 1.3** above).

The current and projected future water requirements must be presented to the Client (the DWS) for the final selection of water requirements to apply in this Study including the viability of the recommended water resource development option for the future Feasibility Investigation. Furthermore, an Economic Discount Model is required, and to be compiled, to calculate the Unit Reference Values (URVs) in R/m³ for each alternative option proposed by this Study for comparison purposes.

An overview and Report on legislative, institutional, and governance arrangements is required. A Legal, Institutional, Financial and Operational Aspects Report that would be necessary at various stages of the Project be provided.

The key deliverables of this Study will be the Pre-feasibility Study Main Report, supported by the various supporting reports, describing all the investigations that were undertaken, the findings from this Study, and the recommendations of this Study.

Appropriate large-scale maps and schematic diagrams presenting the water resource development options should be prepared.

The appointed PSP must undertake all the work for this Study in close consultation with the Client (the DWS) to ensure all those assumptions that might have a significant influence on the outcome of this Study are approved by the Client. Appropriate field visits are required for this Study.

In establishing the overall costs of the Potential Water Resource Development Options, the following should be considered amongst others:

- Capital cost of the bulk raw water conveyance infrastructure (e.g., pipelines, pump stations, etc.) and the appurtenant works;
- Refurbishing costs of existing Eskom Infrastructure that could potentially be utilized, or incorporated, for transferring and supplying water to the IVRS Area;
- Operation and Maintenance (O&M) costs of the bulk raw water conveyance infrastructure and the appurtenant works in consultation with the DWS;
- Energy costs for pumping, as well as
- Impact on the water tariff of the various existing and new water users.

The appointed PSP for this Study is expected to apply their experience in selecting the most sensible potential water resources development options for the pre-feasibility Investigations, and to recommend the preferred water resources development option/s for future feasibility Investigations.

Apart from investigating the most sensible water resources development option other aspects that should be considered are, but are not limited to, the following:

- Potential environmental and social impacts, including potential fatal flaws (refer to **Sub-section 6.2.3** below);
- Socio-economic impacts;
- Water availability and timing;
- Water requirements;
- Ecological water requirements;

- Affected communities and existing infrastructure;
- Suitability of geotechnical and foundation conditions for the construction of any new dams, bulk raw water conveyance infrastructure and appurtenant works;
- Availability of construction materials, as well as
- Hydropower potential.

These above-mentioned aspects will have to be assessed through site visits by a multi-disciplinary team comprising at least an experienced:

- Water Resource Engineers;
- Geotechnical Engineers;
- Hydrologists;
- Design Engineers;
- Engineering Geologists to assess the geological conditions for new civil Works, if applicable, and
- Environmental Practitioners experienced in bulk water projects.

The appointed PSP for this Study must provide the diverse skills and expertise required to undertake and complete this Study within the timeframe as well as other constraints and risks. The appointed PSP for this Study will be required to liaise closely with municipalities, traditional authorities in the study area as well as with the relevant national and provincial government departments, other PSPs as well as other role players. The study team must have a Study Leader (Professional Engineer), experienced in coordinating and managing a study of this nature. The Study Leader will be the main link between the DWS and the study team.

The PSP will be appointed by the DWS to undertake and complete all the necessary work as described in the **Scope of Services Required** (refer to **Section 6** below) to facilitate the successful conclusion of this Study. The Scope of Services Required for this Study will be the minimum requirements that the DWS will accept.

The estimated duration of this Study is a maximum of **twenty-four (24) months**, which will include all the tasks as outlined in the Scope of Services Required (refer to **Section 6** below).

4. HEALTH, SAFETY, AND ENVIRONMENTAL CONTROL ASPECTS

Any **Required Fieldwork** and **Site Visits** for this Study shall be supervised by professionals. It must be ensured that any plant, machinery, vehicles, drones, and/or equipment are used under the general supervision of trained persons who understand the hazards associated with this plant, machinery, vehicles, drones, and/or equipment, where and if applicable. Furthermore, these trained persons must have the authority to ensure that the precautionary measures taken by their employer/s are implemented. The appointed PSP for this Study will also be required to do the following before any fieldwork and site visits:

- (1) Compile **Risk Assessments** before any fieldwork and site visits.
- (2) Prepare a **Safety File** and keep it up to date.
- (3) Ensure **Safe Working Procedures**.
- (4) Ensure that all his/her employees are provided with, and are wearing/using, the necessary **Personal Protective Equipment (PPE)**, which applies to employees on site.

If any required fieldwork is of such a nature that an **Environmental Control Officer (ECO)** must be present on-site, then the appointed PSP for this Study must ensure that an ECO is present during such fieldwork.

The DWS reserves the right to request and check any Risk Assessment, and/or any Safety File, before and during any required fieldwork and/or any site visits.

5. RELATED PAST, ENVISAGED AND CURRENT STUDIES

This Study will be informed by related past and present studies, which have been undertaken. The appointed PSP shall collate, review, assess, document, as well as report on the findings of such related past and envisaged studies and shall utilise the current studies to ensure no duplication of work.

5.1 RELATED PAST STUDIES

Various previous planning studies for water resource development interventions in the ORS were undertaken in the past. A list of the available past study reports and other relevant information is given below, which is not necessarily exhaustive. It will therefore be expected of the appointed PSP to undertake a thorough literature review and to source any other relevant information.

The need for the development of additional storage capacities in the entire Orange River at various locations and at various future times was identified and confirmed during the study titled “Development of Reconciliation Strategies for Large Bulk Water Supply Systems: Orange River” (ORECONS) in 2014.

Moreover, numerous additional studies regarding future developments in the Orange River System had been undertaken in the past, prior to and after the ORECONS study. Among these, the most relevant studies are listed below, although this list is not fully exhaustive. The studies undertaken after 2014 contain important updates of the base information used during the ORECONS study, which should be carefully reviewed and taken into consideration during this study;

- Department of Water Affairs and Forestry, 1999, Orange River Re-Planning Study (ORRS). DWAF.
- PWC 2005, LORMS Prefeasibility Study into Measures to improve the Management of the Lower Orange River and to provide for future developments along the Border between Namibia and South Africa (LORMS)
- LHWC, 2007, LHWP Feasibility Study for Phase II.
- DWAF, 2009, Directorate Water Resource Planning Systems: Water Quality Planning. Orange River: Assessment of water quality data requirements for planning purposes. Water Quality Monitoring and Status Quo Assessment.

Report No. 3 (P RSA D000/00/8009/1). ISBN No. 978-0-621-38690-5, Pretoria, South Africa.

- Department of Water Affairs and Forestry, South Africa, March 2010, Vaal River System: Large Bulk Water Supply Reconciliation Strategy: Second Stage Reconciliation Strategy, DWAF Report Number: P RSA C000/00/4406/08, and the subsequent Strategy Maintenance Study, which was undertaken by DWS in 2021
- DWA, 2011, All Town Reconciliation Strategy http://www6.dwa.gov.za/iwrp/dss/DashboardEngine.aspx?DashboardID=IWRP\Map_Search
- DWA, 2012, Department of Water Affairs, South Africa, Reconciliation Strategy Report for the Large Bulk Water Supply Systems of the Greater Bloemfontein Area. DWA Report No. P WMA 14/C520/00/0910/01- 05.
- Lesotho Ministry of Natural Resources, Lesotho Water Sector Improvement Project: First Annual State of Water Resources Report (1 April 2010 to 31 March 2011) Dated June 2010, By the Government of the Kingdom of Lesotho, Report No. LWSIP II/06/02/2011
- ORASECOM & GIZ, 2014, The Orange-Senqu River Integrated Water Resources Management Plan (ORIWRMP)
- DWA, 2004, Vanderkloof Dam Low Level Storage Bridging Study
- DWS, 2009, Real Time Monitoring and Real-Time Decision Support System,
- DWS, 2015, Reconciliation Strategy for the Greater Bloemfontein Water Supply System: Greater Bloemfontein Bulk Water Supply Augmentation Options.
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- ORASECOM, Preparation of Climate Resilient Water Resources Investment Strategy and Lesotho-Botswana Water Transfer Multipurpose Project for the

Orange-Senqu River Basin (L-BWT) and other supporting reports undertaken by development partners related to this study.

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- Currently Planned updating of the Orange River System Reconciliation Strategy undertaken by DWS (Likely to run parallel with this study)
- DWS, 2023. A High Confidence Reserve Determination Study for Surface Water, Groundwater and Wetlands in the Upper Orange Catchment:

5.2 DISCUSSION OF PAST STUDIES AND REPORTS

Given the subsequent approval to implement Phase 2 of the LHWP, the study on the Development of Reconciliation Strategies for Large Bulk Water Supply Systems: Orange River (ORECONS), 2014 was commissioned. The study considered numerous possible water resource development options in the study area. The twelve development options considered are Real Time Monitoring (RTM) of river flows in the Orange and Vaal rivers, Vanderkloof low level storage, Vioolsdrift Dam, Gariep Dam Raised 10m, Verbeeldingskraal Dam (VBK), Ntoahae Dam, Boskraai Dam, Kraai Dam, Bosberg Dam, Malatsi Dam, Combined System Raised Gariep and finally the Combined System Verbeeldingskraal Dam option.

As listed above, the ORECONS study considered other possible storage development options in the Upper Orange River, such as the Kraai, the Bosberg and the Boskraai Dams. Some of these had URV's in the same range as that for the VBK Dam, but were ruled out based on other considerations, such as impacts on ecology and on existing infrastructure. Furthermore, the size of the VBK Dam investigated during this study was restricted to a height that would not inundate any areas across the border and into Lesotho. In addition, the range of sizes considered for the NVD was limited in comparison to these investigated later during the dedicated NVD study.

Based on the assessment on the system yield, capital cost and URVs, the study identified and recommended the following intervention for implementation: Water Conservation and Water Demand Management, Real Time Monitoring, shared utilisation of LHWP 2 (Polihali Dam) to augment the Vaal and, on a temporary basis, the Orange River System until such time when the full yield of Phase 2 is required for the Vaal River users, Infrastructure arrangements to utilize the Vanderkloof Low Level Storage, Implementation of the proposed Vioolsdrift Dam in the Lower Orange River, Implement preferred Ecological Water Requirements (EWR) as well as the raising of Gariep Dam or Verbeeldingskraal Dam (upstream of Gariep Dam). The study further

concluded that a choice must be made between Gariep Dam Raising and Verbeedingskraal Dam.

The selection of these preferred options requires further investigations and confirmation based on the available updated base information. As briefly explained below, the studies undertaken after 2014 contain important updates of the base information used during the ORECONS study (such as, but not limited to water requirements, hydrological system models and analyses, effects of climate change, core scenario for future interventions by inclusion of new developments, cost estimates, economic analyses, institutional and funding arrangements, principles and laws governing international co-operation regarding shared river basins, etc.), which should be carefully reviewed and taken into consideration during this study.

Therefore, the decision on the preferred development option, coupled with best sequencing and size should be revisited and confirmed at pre-feasibility level of detail during this study, considering the updated base information that has emerged from other subsequent studies undertaken after 2014.

Subsequently, in line with the ORECONS recommendations, the feasibility study for the proposed Vioolsdrift Dam (NVD) in the Lower Orange River was undertaken by the Permanent Water Commission (PWC) and concluded in May 2020. All final study reports are available. The NVD was investigated for the purpose of providing: a) the needed re-regulation storage to optimize the supply for downstream users including the EWR, which are currently provided inefficiently from the Vanderkloof Dam, and/or b) for the replacement of the loss in yield in the Orange River System due to the impact of the future LHWP II and for revised future ecological Reserve releases, and/or c) some additional yield in the system. The study considered many options for NVD sizes ranging from 300 million m³ to 6 000 million m³. At the end of its pre-feasibility stage the study recommended that the optimal NVD size would be 2 800 million m³ (73 m high) and thereafter all feasibility level studies were conducted and concluded for this dam size.

However, the Preliminary Reserve Determination Study for the Lower Orange River undertaken separately by the DWS and concluded in June 2017 (just before the completion date for the NVD study) suggested that the recommended large NVD size will be unable to provide for the revised Reserve requirements and therefore is unlikely to be acceptable from environmental perspective. At this stage it was too late for the NVD study to accommodate the revised Reserve results. The study withdrew its

previous recommendation for an optimal dam size of 2 800 million m³. At a cursory level of detail, the study indicated that the likely optimal and ecologically acceptable dam size would be smaller (450 million m³ to 650 million m³). Consequently, the recommendations of the NVD study were inconclusive regarding the exact optimal dam size. A further bridging study will be required to finalize the exact optimal and agreed dam size and to obtain environmental authorization.

Despite all of the above, the NVD contains valuable updated information for the Orange River System, such as but not limited to water requirements (including EWR), updated system hydrological models set up, cursory analyses on the interrelation for sizing of the NVD and other proposed interventions in the Upper Orange River (such as the use of lower storage of the Vanderkloof Dam, the raising the Gariep Dam and the development of the VBK Dam, etc.). All this information should be considered during this study in the process of updating the optimal sequence of future developments.

The study “Preparation of Climate Resilient Water Resources Investment Strategy and Lesotho-Botswana Water Transfer Multipurpose Project for the Orange-Senqu River Basin” was commissioned by ORASECOM on behalf of the member States in 2018. The study comprises two distinct and separate components: a) a basin-wide study aiming at updating and operationalizing the Water Resource Management Plan for the entire Orange River Basin, and b) a feasibility study for the proposed development of the Lesotho-Botswana Water (L-BWT) Project. Some of the final draft reports are already available and others are in the process of production. The study provides valuable updated information such as, but not limited to water requirements for the entire basin, hydrological system models and analyses, effects of climate change, core scenario for future interventions and inclusion of new developments, cost estimates, economic analyses, institutional and funding arrangements, principles and laws governing international co-operation regarding shared river basins, etc. This information should be considered where applicable during the course of this study. The consultant appointed for this study should make provision in the budget for liaison and obtaining the applicable information from the afore-mentioned ORASECOM study consultants.

Various studies quoted in Section 5.1 above relate to the proposed augmentation of the bulk water supply system for the Greater Bloemfontein Area, possibly by abstracting water from the Gariep Dam. The MMM completed a bankable feasibility study for one of the possible options for this scheme. However, the final option authorised for

implementation by DWS still remains to be confirmed through other studies, which have not commenced yet. The available information from these studies should be obtained and considered to the extent that it may affect the decisions for this study.

The Vaal River is the main tributary to the Orange River. The integrated Orange-Senqu-Vaal River system is one of the most complex water resource systems in the world. The system is being operated in an integrated and optimised manner, which allows the water requirements for any demand node, irrespective of its location, to be secured from the yield of the entire system.

As such the available and any new water resources will systematically be operated to meet the combined water requirements in the system ultimately contributing to the increase of the entire system yield. It therefore follows that any new development to be recommended by this study and the resultant additional system yield will benefit the water balance for the entire ORS.

The Orange River basin is a highly complex and an integrated water resource system, characterised by a high degree of regulation and several major inter-basin transfer schemes to manage the resource availability between areas of relatively plentiful precipitation and the areas of greatest water requirements. The Orange River Basin is a recipient basin for three inter-basin transfers (IBTs), a donor basin for three IBTs as well as four intra-basin transfers.

The department continuously undertakes the Vaal River System Large Bulk Water Supply Reconciliation Strategy (IVRS) in a bid to establish appropriate water resource interventions to balance the water availability and the water demand in the study area. Currently Directorate: Strategic Water Resource Planning (SWRP) is finalising the latest edition of the IVRS. The outcome of this study is directly linked to the study area given the systematic linkage detailed above.

To co-ordinate and facilitate the water resources development and management in the basin and promoting its beneficial development for the socio-economic well-being and safeguarding of the basin environment, the Orange-Senqu River Basin Commission (ORASECOM) was established. The ORASECOM was established in November 2000 through an agreement between the Republic of Botswana, the Kingdom of Lesotho, the Republic of Namibia and the Republic of South Africa. The Commission advises the

member States on matters related to the development, utilisation and conservation of the water resources in the Orange-Senqu River Basin.

ORASECOM has since developed the basin level Integrated Water Resources Management (IWRM) Plan, jointly adopted in February 2015 by all the ORASECOM Member States. The IWRM Plan provides a strategic trans-boundary water resources management framework and action areas and serves as a guiding and planning tool for achieving the long-term development goals in the basin.

Furthermore, relevant reports from the study 'Development of Reconciliation Strategies for All Towns Strategies for South Africa' must be reviewed. There is a need to review and take into account all the reports from the study relevant to the study area, mostly in the Central Planning Region, which could affect the resource development options to be considered under this study.

Given the linkage between the study area and the Lesotho Lowlands, the study report for the Lesotho Lowlands Water Supply Scheme undertaken by SMEC Consultants will be relevant to this study. Of relevance is the diverse water requirements in Lesotho Lowlands and the possible dam sites upstream of Aliwal North.

The final Operating Rules for the Phase II of LHWP are key for the management of the Integrated Orange – Vaal River System. In its current form, the study recommended that the optimal operating rule was to keep the water upstream in Polihali Dam until there is a demand for it in the Vaal River System, rather than a constant flow releases as the current case with the LHWP Phase 1. The study further recommended the sharing of Polihali Dam yield to also support the Orange River system, until such time as the demands in the Vaal System exceed the available supply. However, these rules remain to be negotiated and agreed between Lesotho and RSA. The consequences of a range of operating rules should be considered during this study. The PSP shall take note of the final operating rules for the LHWP Phase 2.

6. SCOPE OF SERVICES REQUIRED

The Pre-Feasibility Study must be pitched at an appropriate level of detail and must be comprehensive enough to meet the specifications as set out in this ToR. The level of detail shall be sufficient to guide and inform the future stage of detailed feasibility investigation.

STUDY PHASE 1: Study Inception, Data Collection; and

STUDY PHASE 2: Pre-Feasibility Phase during which Comparative Analysis of possible water resource development options, including but not limited to those mentioned above, for the Upper Orange River and the timing thereof are undertaken, as well as impacts thereof on the entire integrated ORS. The study will culminate in the assessment at prefeasibility level of detail for the preferred new development option, .

NB: Upon the completion of each study phase, the Client reserves the right to exercise the option either to proceed or terminate the study.

NB: The task descriptions and methodologies detailed hereunder are neither meant to be exhaustive nor prescriptive. It shall be taken as the minimal requirements for this assignment.

6.1 STUDY PHASE 1 – INCEPTION STAGE

It will be required from the appointed PSP to do a thorough research and review of all the relevant previous studies as well as all the available information. It will be required to liaise with all relevant stakeholders in preparation for the pre-feasibility study. It will be necessary to update and maintain a list of such studies and their relevance to this assignment. This research and review will be captured in a Data Collection Report.

The PSP shall compile an Inception Report that will consist of a detailed description of tasks, a study programme and study budget. The Inception Report will form part of the contract and stipulate the scope of work for the study, the contract amount and the contract period which, upon signing of the contract by both parties, allows the PSP to

start with their work. The PSP's proposal will be discussed with the Client and all aspects and uncertainties will be clarified. It will result in the final Terms of Reference for the study together with the final study cost. These will serve as a basis for and will be recorded in the agreement with the Client.

The purpose of an Inception Report is to capture important work that would be necessary for the successful completion of the study, which may for some reason or another have been overlooked in the compilation of the original study Terms of Reference (ToR) or the proposal submitted by the PSP during tendering. Omission of this additional work is usually only detected once work on the study has started and most of the team members have had time to familiarize themselves with the detailed requirements of the tasks necessary to ensure the successful completion of the study.

The Inception Report is a formal document that will cover all the aspects of the original proposal plus the additions to the scope of work, contract amount and contract period that may be required. The Inception Report will list all tasks required, all the team members for each task and their time allocation as well as their hourly rates per task, anticipated disbursements, revised study programme, etc. **The rates of all new team members need to be approved by the Client before they can be engaged.** The Inception Report can therefore be considered a revised Technical and Financial Proposal.

Methodology

The Consultant shall review all previous reports relating to the study. Any changes or adjustments in the proposed full Scope of Work as well as the affiliated tasks are to be agreed with the Client and incorporated into the Study Plan. The Consultant shall:

- Prepare a Study Plan consisting of detailed descriptions of the various tasks that must be undertaken and deliverables produced to achieve the objectives of the assignment.
- Derive a consolidated modular budget schedule, and study programme containing the activities as described in the Study Plan. The consolidated schedule must be based on the individual schedules of the various activities that define this feasibility study.
- Develop a precise description of all study reports and indicate when these are to be delivered.

- Carry out a comprehensive stakeholder analysis and develop a comprehensive Stakeholder Management Plan.

As part of the Pre-Feasibility Study, it must be ensured that:

- The engagements / commitments from the Department of Mineral Resources and Energy (DMRE) and Eskom, where applicable, are initiated / secured at a very early stage of the Study, as well as
- The roles and responsibilities of role players need to be articulated clearly which is crucial for success of this proposed project.

In consultation with the Client, National Treasury, the Department of Forestry, Fisheries and the Environment (DFFE), the Department of Mineral Resources and Energy (DMRE), ESCOM, Vaal Central Water Board (VCWB) or previously BloemWater (BW), Municipalities, and all other relevant authorities must be consulted at every critical stage of the Study to solicit their respective opinion and where necessary, concurrence on key project matters. Early consultation enhances prospects for project success.

Deliverable

A **Pre-Feasibility Study Inception Report** shall be compiled, which will deal with the following aspects:

- **Overview:**

A detailed statement of the objectives and scope of the Pre-Feasibility study.

- **General Approach:**

The strategy and managerial approach to be followed to achieve the objectives of the assignment.

- **Contractual Aspects:**

A description of all the reporting requirements, Client supplied information, liaison arrangements with various stakeholders, study review procedures, expected technical deliverables, their specifications and delivery schedule. This section shall contain milestones, the overall work breakdown structure and linear responsibility charts.

- **Resources:**

A clear description of the personnel, financial and other resources required for the assignment. Availability of specialist skills during the duration of the study must be highlighted. A study budget must be formulated by study activity or work module. The financial control procedures must be described.

- **Evaluation methods:**

A brief description of the procedure to be followed in monitoring, collecting, storing and evaluating the entire execution of the study as well as its deliverables.

A description of all deliverables including key documentation regarding study tasks as per the Study Plan is required.

For this assignment, the Inception Report shall be finalized (co-signed by the Client and the PSP) within **Four (4) months** of commencement of the study.

NB: This ToR is the over-riding document, and it will be referred to should any disputes arise between the appointed PSP and the DWS.

6.2 STUDY PHASE 2 – PRE-FEASIBILITY STAGE

It will be required from the appointed PSP to undertake a Pre-Feasibility Study for all the future water resource developments in the Upper Orange River System and their timing. These include but are not limited to the development options listed above or elsewhere in these ToRs. Based on the detailed analysis and ranking of preferred development options, the study will culminate in the assessment at pre-feasibility level of detail the most preferred new development option/s, as well as impacts thereof on the entire integrated ORS. The latter will firmly confirm the preferred new water resource development option, associated infrastructure as well as the scheme configuration to proceed to a feasibility level of investigation. The feasibility study will be commissioned later as a separate study.

Through comprehensive review of all relevant past studies, the PSP shall investigate the identified scheme configuration / dam size / location options identified as being

acceptable options at a suitable Pre-Feasibility level of detail for comparison. These shall be evaluated and ranked.

The Pre-feasibility investigations will include, but are not limited to, the following tasks:

- Investigation of all possible water resource development in the Upper Orange River. This will include an evaluation of the pros and cons of the various development options, taking into account among other things System Reserve and the National Water Resources Classification System considerations.
 - This will include, but are not limited to the following development options as considered during the ORECONS; Vanderkloof low level storage, Gariep Dam raised 10m, proposed Verbeeldingskraal Dam and any combination of the above.
 - Review the implementation of the Vanderkloof Dam low-level storage together with assessment of the required infrastructure. Reference should be made to the past study undertaken on the same.
- Review of all possible development options and their ranking.
- Dam Site and Type Selection;
- Development of a pilot water ordering system by the water users in the entire ORS to enable an accurate scheduling of water releases (resources operation), and all the necessary requisite system updates to achieve the same.
- Environmental screening of development options.
- Assessment of the current hydrological river stream measuring infrastructure currently in place in the Upper Orange River and determination of required improvements to meet the required system capacity. Emphasis shall be on low flow gauging weirs.
- Updating of required rainfall data.

For the Proposed Water Resource Development Option/s:

- Preliminary Geotechnical, Seismic and Material Investigations for the Proposed Scheme/Dam other Associated Infrastructure;
- Desktop Topographical Survey Assessment;
- Flood Hydrology and Backwater Analyses;
- Capacities and Yields of the Proposed Dam/Scheme;
- Sedimentation Analysis;
- Optimization of the Layout and Sizing Components for the Proposed Dam/Scheme;
- Conceptual layouts / Pre-feasibility Designs of the various components for the proposed Dam/Scheme;
- Preliminary Investigation of Hydropower Potential;
- Possible Local Water Supply Schemes for Water Supply to Local Communities Surrounding the Proposed Dam;
- Preliminary Cost Estimates and Economic Analysis;
- Affordability;
- Identification of all Environmental and Social Impacts/ fatal flaws / mitigation measures / Environmental Screening.
- Preliminary Water Quality Assessment;
- Preliminary development of Operating Rules due to the new dam development
- Preliminary Land Acquisition and Servitude / Wayleave Requirements;
- Assessment of potential new irrigation
- Assessment of Access and Power Supply;
- Relocation of Existing Affected Infrastructure;

- Estimation of Time Frames for Implementation.

Methodology

- Compilation of Storage-yield Curves:

Perform a Water Resources Systems Analysis to determine a yield versus full supply capacity relationship. Compile storage-yield curves for the dam option, which will be transformed into yield-cost curves, etc. The area-capacity and other related information of the dam sites will form part of the engineering task. The system yield analysis shall take cognizance of all current and future planned water requirements that influence the yield of the integrated ORS.

- Survey (topographic) and aerial photography;
- Perform/review preliminary (pre-feasibility) geotechnical and geological / material investigation for the dam development option, in order for DWS to specify the feasibility geotechnical and geological / material investigation's Scope of work;
- Evaluation of the pros and cons of the various development options, considering the system reserve and the National Water Resources Classification System considerations
- Identify fatal flaws in terms of costing, environment, social, heritage and geology relating to the proposed dam development, and
- The above should be informed by an engineering economic analysis (Unit Reference Value/Cost Benefit Analysis);
- Preliminary determination for the purchase line around all the land that must be acquired for the entire dam scheme infrastructure and the basin for inundation together with consideration for area to be acquired for any mitigation, servitudes required, re-settlement, etc. which includes the areas required for the following:
 - Dam Basin/s and Upstream of Weirs;
 - Dam Walls and Associated Works;
 - Hydropower Plant and the associated infrastructure;
 - Storage Reservoirs;

- Pipelines and Canals;
 - Access Road Servitudes, as well as
 - Any other Structures and Infrastructure required for the preferred scheme configuration option.
- Investigation at pre-feasibility level for the detailed availability of material for the proposed works. The focus of the materials investigations is to identify and confirm suitable sources of material for the construction and other civil works at the identified dam sites. During the pre-feasibility investigations, the availability of sufficient suitable material, at or near the identified dam sites, needs to be known. This can usually be determined by inspection and limited materials investigations. The quality and quantity of suitable materials for the future feasibility investigation of the preferred options needs to be confirmed by adequate sampling and laboratory testing. Materials of acceptable quality and quantity found as close as possible to proposed dam sites, preferably within the dam basins, are regarded as the most suitable materials. The material investigations to be undertaken for the evaluation of the proposed options will include, but are not limited to, the following:
 - Borrow areas for embankment materials;
 - Borrow areas for sand (filters and concrete aggregate), and
 - Quarries for concrete aggregate, rock-fill and rip-rap.

The material sources must be indicated on a map showing their aerial extent and haulage distances to proposed dam sites.

The materials investigations must be undertaken by an experienced team supervised by a Dam Design Engineer with experience in a variety of large dam types (Category 2 and 3 dams). Borrow areas and quarry sites must be identified and assessed by an Engineering Geologist/Geotechnical Engineer with proven experience in the construction of dams and other large civil works. A Materials Investigation Report is required for the pre-feasibility investigations and must be of an acceptable standard as well as a Scope of Works for feasibility

- Investigation at pre-feasibility level of detail of the Irrigation Development Potential in the dam locality or additional irrigation potential in the ORS because of the additional system yield due to the new dam, if any.
- Draft Operating Rules for the river sub-system within the chosen dam locality based on the assumptions made during the analysis and overall impact of the effect of the new proposed dam on the overall operating rule for the integrated Orange River System.

6.2.1 Water Requirements

Purpose

The purpose of this task is to review and update where necessary the existing information relating to the water demand projections and the most probable water use for all water use sectors in the Orange River System (ORS) until 2065. This shall include all water users dependent on the Orange River in all the member states of ORASECOM (Botswana, Lesotho, Namibia and South Africa). These users include among others urban domestic, rural domestic, irrigation, afforestation, alien vegetation, industrial, ecological reserve and all existing and potential inter-basin transfers. This information will be compared to the water availability in the basin to determine the water balance and availability of water within the planning horizon.

Methodology

Both ORASECOM and PWC have independently revised estimates of water use and growth in the ORS, albeit in separate studies. The water requirements for the ORS have been updated in the following studies: Development of a Feasibility Plan for the Lower Orange River Project: Noordoewer / Vioolsdrift Dam Feasibility Study (NVD), PWC, 2020 (Report No's: PWC/JFS/1-2014/1 to 17), Xhariep Pipeline Project Feasibility Study done by Mangaung Metro Municipality, as well as the preparation of Climate Resilient Water Resources Investment Strategy and Lesotho-Botswana Water Transfer Multipurpose Project for the Orange-Senqu River Basin (L-BWT), ORASECOM.

The combined water demand projections for the ORS shall differentiate between the different user categories. Low, Realistic and High demand scenarios shall be developed. The effect of water demand management initiatives and the potential for

increasing the water use efficiency in the basin shall be taken into consideration in the development of the different demand scenarios of Low, Expected and High.

Both the preliminary and the gazetted final Ecological Water Requirements (EWR) for different sections of the river across its entire span must be considered in the water balance analysis. In the absence of the above, it is a requirement of this task to derive a range of alternative EWR scenarios to be considered for the sizing of proposed dam in the ORS.

These alternative EWR scenarios must represent Ecological Categories in accordance with the DWS methodology, i.e. represent a definable ecological state. The selection of the EWR scenarios, together with the key EWR sites must be carried out in consultation with the client.

Deliverables

Combined best estimate water use projections at 5-year intervals from 2025 to 2065, as well as upper and lower water use scenarios at 10-year intervals to 2065.

Refinement of Water Requirement and Return Flow Model by updating configuration files for the WRPM and the WRYM.

A Water Requirements and Return Flows Report is required, which must be of a High Standard.

6.2.2 Updating Rainfall Data

The purpose of the Updating of the Rainfall Data is to update the Rainfall Records for each catchment until the 2024/25 Hydrological Year, to update and improve the reliability of the Catchment Hydrology of the catchments. This information is required as input for the Water Resource Simulation Model (WRSIM). The Updating of the Rainfall Data will, amongst other aspects include the following activities:

- Screening of Rainfall Gauges for use in this Study;
- Visual Screening of the Rainfall Data of each Rainfall Gauge, including identification of 'outlier' values;
- Analytical Screening of Rainfall Data, including Data Plotting and Testing for Stationarity;

- Infilling ('patching') of Discontinuous Rainfall Records of each Rainfall Gauge, where applicable. Rainfall Records requiring extensive 'patching' shall not be used to generate Stream Flow data;
- Non-patched and Acceptable Patched Rainfall Data shall be used to generate Catchment Rainfall and Point Rainfall Time Series Files, as well as
- Estimate the Mean Annual Precipitation (MAP) for each catchment as well as for the sub-catchments in each catchment.
- The cost of acquiring the hydrological data needs to be included.

6.2.3 Environmental Screening

It will be required from the PSP for the purposes of this task to do a complete Environmental Screening of the preferred dam development option, main infrastructure components, advance infrastructure, bulk water distribution infrastructure, irrigation development and any other related components.

The Environmental Screening task is meant to identify and investigate any fatal flaws and negative impacts at an early stage to guide the choice and scheme configuration for the preferred dam development option and to pave the way for the more detailed EIA process which will be initiated at a later stage during a separate Feasibility Study to be commissioned. The Environmental Screening is required to define the Scope of Services required for the EIA.

The screening output will be used by the EAP for the EIA Process. The Environmental Screening work undertaken by the appointed PSP for this Study will have to ensure that there is a smooth transition of relevant information to the appointed EAP for the EIA as well as fast tracking of the EIA Process.

Applicable Legislation

The Applicable Legislation to the EIA of this Study, to be commissioned at a later stage includes, but is not limited to the following:

- National Environmental Management Act (No. 107 of 1998, as amended 2014)
- National Environmental Management: Waste Act (No. 59 of 2008, as amended)
- Mineral and Petroleum Resources Development Act (No. 28 of 2002, as amended)
- National Environmental Management: Biodiversity Act (No. 10 of 2004, as amended)

- National Water Act (No. 36 of 1998, as amended)
- National Forests Act (No. 84 of 1998, as amended)
- National Heritage Resources Act (No. 25 of 1999)

Deliverable

An Environmental Screening Report is required, which must be of a high standard and that satisfies the requirements of all applicable legislation, all relevant authorities and applications for all the requisite authorizations.

6.2.4 Sedimentation Screening

It will be required from the PSP for the purposes of this task to do complete Sedimentation Screening of the dam development options which will be an early-stage assessment of potential sedimentation issues in a proposed dam site to determine the effect of sedimentation on these options.

The process shall involve:

- Evaluating sediment yield from the upstream watershed.
- Predicting sediment transport and deposition patterns.
- Estimating reservoir lifespan based on sediment accumulation rates.
- Identifying sediment-related risks to infrastructure and water storage capacity.

Key components for this task shall be Watershed Analysis and Sediment Yield Estimation which will inform the sediment management techniques and monitoring plans. This exercise shall inform the assessment of the development options which will in hand inform the design and engineering decisions to support environmental sustainability.

Deliverable

A **Sedimentation Screening Report** is required, which must be of a high standard.

6.2.5 Identification and Analyses of Water Resource Development Options

The following key proposed water resource developments have been identified, investigated and selected as viable development options during previous studies undertaken by ORASECOM and DWS (see **Sections 5**):

- **Resource Option 1:** Investigation of the infrastructure and regulatory arrangements to utilize the Vanderkloof Dam low level storage.
- **Resource Option 2:** The raising of Gariep Dam.
- **Resource Option 3:** Proposed development of Verbeeldingskraal Dam along the Orange River close to Aliwal North.

The following options have been identified by the department however the PSP shall present any other identified options to the department to be considered in the pre-feasibility study.

The PSP shall ensure that all possible information on previous related studies are assessed / used and that work shall not be repeated.

The selected three water resource development options, together with their associated infrastructure elements (inter alia abstraction works, pipelines, pump stations, water treatment plants and reservoirs) will be subjected to assessment during this Study. Cognisance should be taken of the least possible social and environmental impacts.

In addition to the usual assessment criteria of technical viability, financial and economic feasibility, environmental acceptability, the study shall also consider other important criteria, including but not limited to: risks and redundancy built into the options, the optimal integration and utilisation of available capacities in any existing infrastructure together with consideration of its physical condition and remaining useful life, institutional arrangements for ownership and operation, financing options, affordability and bankability, attractiveness for private investors and off-balance sheet funding, opportunities for phased implementation and fast tracked development, stakeholder preference, etc. The resource and scheme capacity shall be optimised through system analyses, stakeholder engagement and infrastructure condition assessments.

Without limiting the generality of the above specification, the following requirements are offered as a guide, but not listed in compelling order. These should be considered and investigated as part of the Pre-Feasibility Phase:

- Review and consolidate the information and individual analyses undertaken in the past by DWS, and ORASECOM, or others, during the studies outlined in the previous sections. Determine conceptual layouts for each of the identified resources and schemes. This would include but not limited to all elements of the proposed infrastructure, such as: raw water pump stations, pipelines, water treatment plants (if required), access roads, river and road crossings, power supply infrastructure, etc. Where necessary, liaise with the entities who commissioned the original studies (and/or their respective consultants) to clarify background and uncertainties.
- In view of the information about the previously identified competitive options being available from investigations at vastly varying levels of detail (from pre-feasibility to reconnaissance levels), the PSP should carefully consider how best to use this information in this comparative study, without unduly advantaging or disadvantaging any of the competitive options.
- The scheme configuration, layouts and routes will be delineated based on the available topographic and cadastral information. Preliminary consultations should be held with the relevant authorities, to establish their wayleave requirements and whether installation of infrastructure within or along road reserves will be allowed. This is necessary to establish the viability of the pipeline route if required.
- The infrastructure must be optimized to meet the AADD and PWWD until at least 2050. This is to be confirmed with the client and relevant stakeholders.
- For the construction related water resource option select the optimal dam type, Construction material, and optimum capacity for the dam resource. It is imperative that this work be undertaken during the pre-feasibility phase as it may influence the costing and ultimately the selection of the best option.
- Determine the capacity and incremental system yield of each of the identified options using the Water Resources Yield Model (WRYM). Take into consideration and analyse (with the WRYM) the river losses associated with each resource option,
- Perform a historic yield analysis/review using the existing hydrology to determine a yield versus full supply capacity relationship.
- The geotechnical conditions and material properties at each resource site should be established by means of a desktop study and available information.

- Evaluate the associated risks for each option. This includes potential Eskom outages, risk of failure of old infrastructure integrated in options where applicable, droughts, etc.
- Similarly, consider the operational flexibility, redundancy and safety advantages associated with certain options.
- Undertake a pre-feasibility level assessment of the physical condition and the remaining expected useful life of any existing infrastructure available to form part of the new scheme (where applicable) and take this into account in the cost estimates and economic evaluation by properly accounting for the residual values of competitive options. The bidders shall propose the approach to this task in line with best practice.
- Each competitive resource option should undergo a high-level environmental and social screening to identify potential fatal flaws or significant environmental impacts/constraints which could affect the viability of the scheme. A high-level socio-economic assessment should be undertaken for each resource option and considered in the evaluation criteria.
- The potential impact for Sedimentation must also be assessed for each resource option and considered in the evaluation criteria.
- Identify at conceptual level opportunities for hydropower generation, provide high level costing, and account for this advantage when comparing the options.
- Consider the costs and time for development of the requisite power supply infrastructure required for all pump stations, water treatment plants (if required) and other infrastructure.
- Consider the opportunities for phased development and fast-tracked implementation of options. Compile a preliminary implementation programme for each option.
- Produce calculation sheets, conceptual drawings and schedules of quantities at appropriate levels of detail. Determine comparative capital and operational costs of the options based on cost models (such as VAPS) using updated construction rates from recent similar projects. Determine the Net Present Value (NPV) and Unit Reference Value (URV) for water supplied by each option using the VAPS economic models. Appropriate allowance for refurbishment costs and residual values should be made in the calculation of the URV's.
- The options shall be compared using the Multiple-Criteria Decision Analysis (MCDA) methodology, which assists in evaluating multiple and sometimes

conflicting criteria. Based on this, the PSP shall make an independent well motivated and reasoned recommendation as to which scheme / option is the best and optimal **from a national perspective** and should be brought forward to detailed investigation during the future feasibility study stage.

Note: It is critical that each of the identified competitive options be conceptualised, priced and compared on a common base to allow meaningful evaluation and conclusive recommendation.

Deliverable

A Review and Analysis of **all** Water Resource Development Options Report is required, which must be of a high standard with a recommendation on the suitable option selected.

6.2.6 Dam Type and Site Selection

For the dam development option, an initial exploratory study is required on the possible identified sites as part of the pre-feasibility investigations. It will be performed through a desktop study of available maps and reports and existing data. Only limited investigations (such as geophysics) shall be carried out at this stage.

The pre-feasibility investigations of the proposed dam site/sites shall include a comparison of dam types suitable for each of the possible dam sites and a review of dam types that were previously recommended for this/these proposed site/s.

The suitability of the identified and/or other potential dam sites will be influenced but not limited to factors, such as:

- The configuration of proposed intervention options;
- The dam basin characteristics and yields of proposed dams;
- The cost of construction in relation to the dam yields
- The availability of suitable foundations and construction materials;
- The dam types and spillway configurations at the identified and/or potential sites;
- The magnitudes and accommodation of floods;
- River diversion aspects;

- The current use and ownership of land to be affected by proposed dams;
- The effects of the dam basins on communities and existing infrastructure;
- Environmental and social impacts, as well as
- The difficulty, or ease, of access to these sites.

Deliverable

A Dam Selection Report with firm recommendations on the dam type and dam site together with all relevant parameters shall be compiled, that must be of a high standard in line with DWS prescription.

6.2.7 Pre-Feasibility Design of the Selected Water Resource Development Option

Purpose

The Pre-feasibility design of the selected (optimum) scheme must be done at the relevant level of detail to facilitate a smooth and quick tender design phase during the implementation phase. The objective will be to expedite the implementation programme.

This task involves development of preliminary design layouts to enable the survey and the geotechnical investigations to be planned and executed. Secondly, detailed layouts of the project shall be prepared in sufficient design detail to allow the estimation of feasibility level costs. Consideration should be given to the potential for generation of hydropower.

Methodology

The PSP shall prepare preliminary layouts based on reviewed preliminary designs for the various components to plan the surveys and geotechnical investigations.

The PSP shall prepare pre-feasibility level designs for the various components of the project in accordance with accepted international standards. Due to the large size of the Orange River, particular attention shall be given to the river diversion strategy.

Deliverables

- Preliminary layout maps and drawings for the purpose of surveys and other investigations.
- Pre-Feasibility level design report documenting the pre-feasibility design criteria adopted and the analytical techniques used.
- Pre-Feasibility level layout drawings with sufficient details and cross sections to define the main elements of the project, such that a cost estimate can be prepared. The pre-feasibility study design report must at least address, but not limited to, the following should the dam development option be considered:
 - Spillway;
 - Embankment;
 - Outlet works;
 - Intake works;
 - Diversion during construction;
 - Operation and maintenance;
 - Pipeline or alternative;
 - Pump station;
 - Electricity requirements;
 - Access roads, and
 - Realignment of services.

6.2.8 Preliminary Water Resource Assessment for Hydropower Generation Potential

The purpose of this task is to assess the potential of the proposed dam development option to develop hydropower. The power developed would be locally or made available to the national grid. To obtain conservative results all analyses will be undertaken using the Medium Demand Scenario.

The characteristics of a typical hydropower plant best suited to the water releases data from the Water Resource Study must be determined. An assessment must be conducted on the economic viability to develop a hydropower capability at the dam. The results are to be discussed with the Client, in consultation with Eskom and

DMRE to get a decision on whether to include hydropower further into the feasibility study. All results must be well documented in the Pre-feasibility final reports.

The first deliverable of this task will be to produce Time-series of Flow Releases and the associated water levels in the proposed dam for the historical inflow sequence, which must be undertaken for three (3) different future demand horizons. These dates are not fixed and will be finalized through discussion with the DWS during the investigations, when more information will be available.

The Monthly Flow Releases, obtained, must be converted into Daily Flow Releases that take account of the hydrographs required for both the EWR and other downstream users. The method and assumptions used for the conversion of Monthly Flows into Daily Flows must be well described, as well as presented in tables and on graphs, in the Hydro Power Assessment Report.

The second deliverable of this task would be to determine the characteristics of the typical hydropower plants that would suit the determined Flow Release Data. These characteristics must then be used in the WRYM to assess the hydropower potential at the proposed dam, at each specific planning horizon. The results of this task are typically Energy and Power Duration Curves for each month of the year, and all the months combined (total) must be provided in the form of graphs and tables. These results must also be submitted to the engineering study team who will then have to assess the economic viability of the proposed hydro scheme for hydropower generation.

Deliverable

A Preliminary report on the Water Resources Assessment for Hydropower Generation Potential for the proposed dam development scheme, which must be of a high standard.

6.2.9 Meetings with Key Stakeholders and Interested and Affected Parties

The PSP will identify interested and affected parties and stakeholders that will either be affected by the implementation and operation of the possible scheme, or where an early involvement will benefit the planning and implementation process. The PSP will be required to maintain regular liaison between all parties involved in the

implementation process and facilitate interaction between the parties and the stakeholders.

6.2.10 Land Acquisition

Purpose

This task should be pursued should the dam development option be favored with the purpose of this task being:

- To identify, at preliminary level of detail the extent of the land that must be acquired in the dam basin for inundation and for the services, as well as access and advanced infrastructure, such as runways, access roads, housing, borrow pits, etc., as well as the area to be acquired for any mitigation, re-settlement, etc.
- To determine the preliminary estimated cost of acquiring the land and all related rights and infrastructure.
- To advise the Client on any possible difficulties in the acquiring of land/rights, including mineral rights (Economic Prospecting Licenses – EPLs) that may have an impact on the implementation of the project, as well as the procedures and time frame for acquiring the land and the estimated cost of acquiring land.

Methodology

For the reach of the river in the dam basin, the PSP will perform backwater calculations and apply other methods to determine minimum elevations below which land should be acquired for inundation, backwater and freeboard. The PSP will identify all existing infrastructure affected and cost the expropriation or replacement thereof.

Furthermore, the PSP must determine the extent of any additional land that will be required above the minimum elevation, for whatever reason.

For valuation purposes, the PSP will classify the land to be expropriated according to land-use and degree of development and accurately determine the surface area for each classification. The PSP will also provide a cost estimate for the acquisition

of such land. For this process the necessary expertise, such as valuers, will need to be involved.

Deliverables

The deliverables will be in the form of a Land Acquisition report describing the methodology, procedures, recommendations and containing:

- Preliminary drawings indicating the FSL, high flood level and backwater level, as well as the minimum and recommended areas for acquisition.
- Preliminary cost estimates for land acquisition in tabular form differentiating between the purpose of the use of the land for storage, access roads, etc. The costs for land, infrastructure, mining related rights, etc. will also be indicated separately per property. The base date for this costing shall be as agreed with the Client.

6.2.11 Study Phase Deliverable: Pre-feasibility Study Report

A Pre-feasibility Study Report (including all agreed supporting reports) shall be compiled in a manner that explicitly defines and motivates the selection of the preferred resource option, together with its associated infrastructure, that will be carried forward to a future detailed feasibility study. The criteria for selection of the preferred option shall be based on the best interest from a **national perspective** that is inferred from existing guidelines and legislation in infrastructure development, drawing on integrated and robust optimization and best international practice. The pre-feasibility report shall cover and document all aspects specified in this section, including water requirements and updated hydrology chapters. It is important to note that the outcome of the pre-feasibility study will inform the scope of work during the future feasibility study.

6.3 PROJECT MANAGEMENT AND CO-ORDINATION

The **Project Management and Coordination** of this Study will be the responsibility of the appointed PSP for this Study under the supervision of the DWS Project Manager. This will involve several meetings and the appointed PSP for this Study must make provisions for these meetings as specified in **Table 6.1** below which may exclude other meetings required. These meetings shall be priced per meeting and not as a collective.

The appointed PSP for this study will be responsible for the Subsistence and Travel Costs of the study team members attending meetings and site visits. It will also be required of the appointed PSP for this study to provide secretarial services at all the meetings and workshops.

Table 6.1: Meetings to be Priced by Bidder in the Financial Proposal

Meeting	Number of Meetings	Venue	PSP Obligations
Study Management Committee (SMC), excluding Inception Meetings	Once every two (2) months (Price for 12)	Assume venue is Pretoria for $\frac{1}{3}$ of the meetings, and the rest at appropriate venues in the study area, Free State.	• Arrangements for Meetings; • Attendance; • PowerPoint Presentations of Study Progress, as well as • Minute Taking and Distribution.
Study Steering Committee (SSC) and/or Stakeholder Meetings	Once every three (3) months (Price for 8)	Pretoria	• Arrangements for Meetings; • Attendance; • PowerPoint Presentations of Study Progress, as well as • Minute Taking and Distribution.
Presentation to the DWS Management	Assume Seven (7) Presentations.	DWS Pretoria and Free State.	• High-Quality PowerPoint Presentations by One or Two Study Team Members.

Meeting	Number of Meetings	Venue	PSP Obligations
Meetings with Key Stakeholders (Arranged by the PSP)	Assume seven (7) meetings.	Assume venue is in Free State study area for all these meetings.	• Arrangements for Meetings; • Attendance; • PowerPoint Presentations of Study Progress, as well as • Minute Taking and Distribution. • Arrange refreshments.
Liaison with Role Players (Municipalities, other Government Departments, etc.)	As required (Price for 7)	Assume venue is in Free State study area for all these meetings.	• Arrangements for Meetings; • Attendance; • PowerPoint Presentations of Study Progress, as well as • Minute Taking and Distribution.

6.3.1 Study Management Committee Meetings

The DWS will provide the appointed PSP for this Study with the names and contact details of the DWS officials and other officials that will be nominated to the Study Management Committee (SMC). The coordination, arrangements, and costs of meetings with key SMC members, as well as liaison with role players such as municipalities, other Government departments, etc., will be the responsibility of the appointed PSP for this Study.

6.3.2 Study Steering Committee Meetings

The DWS will provide the appointed PSP for this Study with the names and contact details of the DWS officials and other officials that will be nominated to the Study Steering Committee (SSC). The coordination, arrangements, and costs of meetings with key stakeholders, as well as liaison with role players such as municipalities, other Government departments, etc., will be the responsibility of the appointed PSP for this Study.

6.3.3 Liaison with Role Players and Stakeholders

The appointed PSP for this Study will be responsible to arrange Liaison Meetings with role players, which may, or may not be, attended by the DWS Project Manager and the DWS Regional Offices. Typical role players and stakeholders would be, but are not limited to, the following:

- Local municipalities in the Study Area;
- District municipalities in the Study Area;
- Irrigation Boards in the Study Area;
- Water Boards in the Study Area;
- ORASECOM;
- ESCOM
- The appointed PSP for the Study, Development, Updating, and Review of the Strategies to Reconcile Water Availability, and Requirements in the Central Planning Area, which includes the ORS;
- Interested and Affected Parties (I&APs), as well as
- Other National and Provincial Government departments, as well as institutions and any other appointed PSPs.

6.3.4 Coordination and Management of the Study Team

It will be the Study Leader's responsibility to ensure that all Study Team members and tasks are activated and completed at the right times. The appointed PSP for this Study will be responsible to provide Project Progress Reports for the SSC and SMC Meetings.

6.3.5 Quality Control of Study Reports

It will be Study Leader's responsibility to review all reports (Draft or Final) before submitting thereof to the DWS. The Study Leader shall ensure that all reports are produced in the format required by the DWS and conform to the template that will be provided at the start of this Study. Quality control of reports includes ensuring that language use and grammar are of a high standard and that reports contain all

information required to take the Preferred Resource Option forward to implementation in the future. Any reports that display a lack of review and scrutiny by the Study Leader will be sent back to the appointed PSP for this Study before the DWS Project Manager will review these reports and approve payment of the next invoice.

6.3.7 Financial Management

The Study Leader shall ensure that the DWS is invoiced as required and that invoices will be supported by all the necessary documentation, which is required by the DWS. It is the responsibility of the appointed PSP for this Study to ascertain themselves of the DWS requirements at the onset of this Study. Progress Reports must be submitted together with the draft invoice, which covers the Invoice Period. These Progress Reports are in addition to the Progress Reports that must be prepared for SSC Meetings that cover the period between two successive SSC Meetings. It should be noted that the appointed PSP's Study Leader will be responsible for, and be up to date with, financial-related issues of this Study. The DWS Project Member shall advise if the draft invoice and supporting documentation is acceptable before the PSP may submit a final signed invoice. Please refer to **Section 10.3 Invoices** for further information.

6.3.8 Maintain and Update the Project Website

It will be necessary to provide information to the DWS Web Service Manager to update and maintain the DWS Website for the dissemination of information during the Study Period. The following information must be published:

- Notices of all public meetings;
- Minutes of all public meetings and presentations;
- Scanned versions of newspaper advertisements;
- Approved study reports and supplementary reports;
- Approved Scoping Reports;

6.4 STUDY MAIN REPORT

When all the tasks are nearing completion, it will be required from the appointed PSP for this Study to collate all the results of this Study in a **Study Main Report**, which must be of a high standard. Furthermore, any past reports and/or articles used, as information on any identified potential water resource development options, e.g., new dams, etc. shall be referenced in the last section of the Study Main Report since these references may be utilized in the future. The structure of the Study Main Report will be agreed upon between the DWS and the appointed PSP for this Study during the Inception Stage of this Study. Furthermore, the preferred water resource development option and scheme configuration option must be recommended to be taken forward to a feasibility study in the future.

6.5 BOOK OF DRAWINGS AND MAPS

A Book of Drawings and Maps, which meets the DWS Standards, must also be prepared. Furthermore, soft copies of all the maps and drawings, Google Earth files, as well as GIS files must be submitted to the DWS. All these soft copies must be properly indexed, accessible, and usable for implementation in the future.

6.6 PROJECT SUMMARY REPORT

The Project Summary Report (PSR) will not only cover technical aspects, but also environmental and other aspects dealt outside of the pre-feasibility study phase.

The PSR will be drafted in the same manner as former white papers of the DWS. This would best suit its publication in both the Government Gazette and on the DWS and project websites. It is anticipated that the PSR, written in 11-point size Arial font, will require a report length of about five (5) to ten (10) pages. The PSR shall contain some very elementary drawings to illustrate the project area and some of the most important decisions to select the preferred resource option.

6.7 CLOSE-OUT REPORT

Upon completion of this Study and approval of all the deliverables and reports by the DWS, the appointed PSP for this Study will also be required to prepare and submit a Close-out Report for this Study to the DWS, which must be of a high standard.

The Close-out Report will be the final deliverable for this Study and should serve as feedback on all the following aspects:

- Deliverables;
- Milestones;
- Stakeholder Participation;
- Capacity Building and Training;
- Challenges;
- Contact Details of all the Stakeholders and I&APs;
- Lessons Learned, as well as
- Recommendations that can be considered for similar studies in the future.

The Close-out Report should not exceed one hundred (100) pages in total. The structure and contents of the Close-out Report will be agreed upon between the DWS and the appointed PSP for this Study during the Inception Stage of this Study.

6.8 CAPACITY BUILDING AND TRAINING

The appointed PSP for this Study will be required to undertake Capacity Building and Training of DWS officials and/or interns in one (1) or more of the following aspects of this Study:

- Project Management;
- Technical Aspects, as well as
- Legal, Institutional, Financial and Operational Aspects.

The DWS officials and/or interns could therefore be seconded to the PSP for certain Portions of this Study to gain practical experience. The cost to the PSP would be time to mentor the DWS interns as well as the provision of office space and resources.

Alternatively, the PSP can arrange one-day accredited Continued Professional Development (CPD) training workshops to present certain technical aspects of this Study to the DWS officials and/or interns. Copies of all the presentations and other

training materials must be submitted to the DWS. Furthermore, the PSP must also email electronic copies of all the presentations and other training materials to the DWS officials and/or interns who attended these workshops.

7. STUDY PROGRAMME

The appointed PSP for this Study is required to develop a **Detailed Programme for this Study** to be completed within **twenty-four (24) months**. The Study Programme must be prepared with **MS Project** and not with MS Excel. A detailed Study Programme, broken down to specific tasks and time allocated for each task must be submitted and the critical path shall be indicated. The Study Programme must indicate all study landmarks and target dates for deliverables.

8. PROJECT PROPOSAL

Bidders are required to submit, at their own cost, a Proposal (Bid), which consists of the following documents:

- **Standard Bidding Documents**, as specified under **Sub-section 8.3** below;
- **A Technical Proposal**, to demonstrate the capability of the Bidder to perform the full scope of this Study as presented in this Terms of Reference (ToR), and
- **A Financial Proposal**, to provide the cost to undertake this Study.

Bidders should submit comprehensive Technical and Financial Proposals as this Study is managed to avoid variation orders as far as possible. There is a limit to the amount of variation of the original contract amount that is permitted by National Treasury Regulations, and any variation of scope or cost requires the approval of DWS regardless of extent. Bids that show a lack of understanding of the scope of services required, and that are not comprehensive enough will be evaluated accordingly.

8.1 TECHNICAL PROPOSAL

8.1.1 Introduction

An Introductory Section should provide a brief overview of the Bidding Organization with particular emphasis on the available capacity to undertake this Study.

8.1.2 Past Experience

Bidders are required to provide information on the recent past ten (10) relevant assignments undertaken by the Bidding Organisation. Specific details must be given to indicate the extent to which these studies relate to the Scope of Services Required for this Study. The responsibility of the proposed Study Leader and the other key team members (Task Leaders and Specialists) for these past assignments must be specified. The client organizations and contact details (names, telephone numbers, and email addresses), indicative professional fees, and duration of the work program must also be specified for each assignment.

8.1.3 Estimated Total Hours

Bidders are required to include the **Required Summary of Hours** in **ANNEXURE B.1** in their **Financial Proposals** only and not in their **Technical Proposals**. Bidders are, however, required to **state** their **Estimated Total Hours** in the **Technical Proposal to Undertake and Complete this Study** since the Bidder's **Estimated Total Hours** form part of the **Functional/Technical Evaluation** (refer to **8.3.2** below).

The **Estimated Total Hours** are for the **Bidder's Professional Fees**, including the hours of any **Sub-consultants** proposed by the Bidder.

These **Estimated Total Hours** in the **Technical Proposal** must correspond to the **Estimated Total Hours in the Financial Proposal**. Any discrepancies between the **Estimated Total Hours** in the **Technical Proposal** and in the **Financial Proposal** to Undertake and Complete this Study could lead to possible disqualification.

8.2 FINANCIAL PROPOSAL

The **Financial Proposal** is a stand-alone document that should provide comprehensive information on the cost of undertaking this Study.

Bidders shall make provision in their Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services Required. The DWS will make provisions for necessary **Contingencies**, and bidders must not add them to the Financial Proposal.

The Financial Proposal shall include the following:

- **Breakdown of Deliverables and Associated Costs** based on the allocation of resources to the various tasks, sub-tasks, and other activities described in the Scope of Services required;
- **Value Added Tax (VAT)** at **15%** on the **Total Estimated Cost**. VAT must only be added as a **Penultimate Item** before the **Total Cost**, right at the **bottom** of the **Required Detailed Cost Summary Sheet** and the **Required Cost Summary Sheet**. (refer to **ANNEXURE B.2** and **ANNEXURE B.3**);

- **Escalation of Professional Fees, including Disbursements, over the Contract Period, must be built into the Deliverable Costs and may not be claimed separately later.** However, **escalation of Professional Fees beyond the Contract Period, if the Contract is extended, must be stated separately as a percentage (%) per annum in the last row of the Required Detailed Cost Summary Sheet** (refer to **ANNEXURE B.2**);
- **Monthly Cash Flow** for the contract period based on the **Work Programme**, as well as
- **Breakdown of Professional Fees** to show the amount earned by each team member and the fees earned by **Historically Disadvantaged Individuals (HDIs)**.

8.2.1 Cost of Deliverables

The **Cost of Deliverables** must be defined in the **Financial Proposal** as it is the intention to manage this Study based on deliverables and not on the number of hours worked. The person-hours, which also need to be provided, must therefore be linked to suitable deliverables that can be achieved regularly to provide a smooth cash flow that meets the requirements of the appointed PSP for this Study. Past experience has shown that, on average, most service providers cannot survive periods longer than three (3) months without payment. A **Guideline of the Expected Deliverables** is presented in **Section 9** below.

The **Required Detailed Cost Summary Sheet** is given in **ANNEXURE B.2** and the **Required Cost Summary Sheet** is given in **ANNEXURE B.3**

This information on the cost of deliverables will form the basis of the **Study Budget** and shall include the following:

- a) **Professional Time-based Costs and Disbursements** for each task;
- b) **Sub-consultants and sub-contractors** whose costs are part of this Bid;
- c) **Procurement of the Services of Specialist Sub-consultants and Sub-contractors for Specialist Tasks**
- d) **Management of Payments to Specialist Sub-consultants and Sub-contractors for Specialist Tasks**

- e) **Value Added Tax (VAT) at 15% on the Total Estimated Cost**, which must appear on the **Required Detailed Cost Summary Sheet** and the **Required Detailed Cost Summary Sheet** (see **ANNEXURE B.2** and **ANNEXURE B.3**);
- f) **Cash Flow and Estimated Total Cost**;
- g) **Links to the Proposed Work Programme**, as well as
- h) **Breakdown by Study Team Member Fees** including **fees earned by HDIs**.

ADMINISTRATIVE REQUIREMENTS

Bidders are required to comply with the following listed below:

Table 8.1: Administrative Requirements

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2.	Tax compliant with SARS (to be verified through CSD).		
3.	Complete, sign and submit SBD 1, SBD 3.3, SBD 4 and SBD 6.1		
4.	General Conditions of Contract (GCC)		
5.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
6.	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
7.	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
8.	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		
9.	Non Compulsory Hybrid Briefing Session		

8.3 EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations (PPR's) 2022. In accordance with the PPR's 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. Three phase evaluation criteria will be considered in evaluating the bid. On

the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

PHASE 1: MANDATORY COMPLIANCE (IF NOT COMPLIED WITH BIDDER WILL BE DISQUALIFIED)

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

PHASE 3: POINTS AWARDED FOR PRICE AND SPECIFIC GOALS (80/20 PREFERENTIAL SYSTEM)

8.3.1 Phase 1: Mandatory Compliance

Please note that all bidders must comply with the following mandatory requirement. Failure to submit the document listed below will render your bid non-responsive and will be disqualified.

NO	DESCRIPTION	COMPLY	DO NOT COMPLY
1.	Attach a copy of a valid proof of membership/registration for the study leader, deputy study leader and task leaders with either of the below Professional body: Study Leader: Engineering Council of South Africa (ECSA) for Engineers. Deputy Study Leader: Engineering Council of South Africa (ECSA) for Engineers. Task Leaders: Engineering Council of South Africa (ECSA); South African Council of Natural Science Professions (SACNASP); similar relevant professional association or proof of expertise must be provided.		

Technical Proposals will be evaluated and scored without reference to the Financial Proposals.

8.3.2 Phase 2: Functionality (Technical) Evaluation

The 80/20 point system will be used in evaluating all proposals. The criteria and guideline weighting points applicable are detailed in the following paragraphs.

Definition of values: 0= Very Poor... 1 = Poor...2 = Average.....3 = Good.....4 = Very Good..... 5 = Excellent

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Past experience of the company: 30% Provide details of work of a similar nature undertaken by the bidding PSP.	Specific details must be given to indicate the extent to which these previous studies relate to the work described below: • Feasibility designs of water resource projects (Dams); • Environmental impact assessments for water resource developments; • Final designs of water resource projects (Dams); <i>(Attach testimonial letters or references with printed name, signature and contact details as proof of past experience)</i>		30%	
	≥10 years on all 3 items	5		
	Above 6 to 10 years on all 3 items	4		
	Above 5 to 6 years on all 3 items	3		
	Above 3 to 5 years on all 3 items	2		
	1 to 3 years on all 3 items	1		
	Less than 1 year on all 3 items	0		
Team Capability: 25% The team should have a range of experts in various fields (water resource engineer,	The Study leader must be a professional engineer (valid ECSA registered), with relevant experience, and in coordinating and managing the following studies. • Feasibility Designs of Water Resource Projects (Dams);		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
hydrologist, geohydrologist, water quality specialist, environmentalist, stakeholder engagement specialist). A study team organogram must be provided indicating key positions such as Study Leader, Task Leader and supporting Specialists. The organogram shall also indicate the levels at which there will be interaction with the client and/or other interested bodies. Persons proposed for these positions must be identified and supported by CVs of one page each to be included in an Appendix. Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged	- Environmental Impact Assessments for water resource developments; - Final Designs of Water Resource Projects (Dams); <i>(Bidders are required to attach abbreviated (2 pages max) Curriculum Vitae (CV) highlighting the areas of work that was previously conducted).</i>			
	With more than 10 years' experience in at least 2 of the above	5		
	With above 8 to 10 years' experience in at least 2 of the above	4		
	With above 6 to 8 years' experience in at least 2 of the above	3		
	With 4 to 6 years' experience in at least 2 of the above	2		
	With 3 to 4 years' experience in at least 2 of the above	1		
	With less than 3 years' experience in none of the above	0		
	The Deputy Study Leader must be an Engineer who has experience in projects in the water resource development environment (Dams, large pumpstations and bulk water pipelines). <i>(Bidders are required to attach abbreviated (2pages max) Curriculum Vitae (CV) highlighting the areas of work that was previously conducted)..</i>			
	With more than 10 years' experience	5	5%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	With above 8 to 10 years' experience	4		
	With above 6 to 8 years' experience	3		
	With 4 to 6 years' experience	2		
	With less than 4 years' experience	1		
	With no experience in water resource environment	0		
	The Task leaders (hydrologists/engineers/scientists) <i>(Bidders are required to attach abbreviated (2pages max) Curriculum Vitae (CV) highlighting the areas of work that was previously conducted).</i>		10%	
	Task leader with more than 10 years' experience	5		
	Task leader with above 8 to 10 years' experience	4		
	Task leader with above 6 to 8 years' experience	3		
	Task leader with 4 to 6 years' experience	2		
	Task leader with less than 4 years' experience	1		
	With no experience in relevant field	0		
Methodology: 35% Present a short concise description of the Scope of Work, such as to reveal	Considers the responsiveness to the ToR, the level of detail in the proposal, attention to project management and innovative approaches and ideas. General approach planned methodology and proposed activities towards the undertaking of the project. The		35%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
understanding of the study required. The proposed approach and methods to be used during the study should be outlined with emphasis on the important or critical aspects of each task. This section may also be used by the bidding PSP to briefly present alternative proposals, innovative approaches or other special features of their proposal.	following items must be clearly indicated in detail: The methodology will be evaluated on the following: 1. Broad methodologies in line with the task descriptions outlined under project scope/ task description. 2. Clear milestones, timeframes and man hours required for each task to be completed. 3. Detailed programme. 4. Detailed method statement for each task within the study area. 5. Demonstrate innovation			
	All 5 items above included.	5		
	Item 2, 3, 4 and 5 included	4		
	Item 1, 2, 3 and 4 included.	3		
	Any two of the items above	2		
	Any one or less items above included	1		
	Repeat of provided TOR	0		
Skill transfer: 10%	In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible for water resource planning processes. Provide clear proposals on Capacity Building and Training of 5 DWS officials in project management		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	and/or technical aspects to be undertaken as part of this study. Capacity building is realised through the following components: 1. Hands on practical training including field work. 2. Inclusion of DWS officials in all phases of the project. 3. Develop a capacity building programme with quantifiable measures. 4. Relevant software training and training manuals; and 5. Inclusion of local specialists and stakeholders. <i>(The Service provider is requested to attach a capacity building programme to demonstrate how they will transfer skills through the identified components above)</i> <u>PSP to submit a previous project with skills transfer plan executed and output thereof.</u> (Provide portfolio of evidence).			
	All 5 items above included.	5		
	Item 2, 3, 4 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
	None of the above	0		
Total			100%	

Bidders must score the required minimum of **70 points (70%)**, or higher, for **Functionality** (Past Experience, Methodology, Team Capability, and Capacity

Building and Training), to qualify for further evaluation. Further evaluation is based on **Price and Preference** after the minimum score has been achieved by the bidder.

Please note, that in order to achieve a qualifying score for Functionality, bidders must have experience and capability to successfully undertake the updating of the water resource assessment and investigations of this Study. Bidders can form a joint venture, or other similar arrangement, to ensure that they are qualified for all aspects of this Study.

8.3.3 Phase 2: The 80/20 Principle based on Price and Specific Goals

The 80/20 Preferential Procurement System will be used in evaluating these bids:

<i>Evaluation element</i>	<i>Weighting (Points)</i>
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -**Procurement Requirement****Required Proof Documents****Women****Full CSD Report****Disability****Full CSD Report****Youth****Full CSD Report****Location****Full CSD Report****B-BBEE status level contributors from level 1 to 2 which are QSE or EME****Valid BBBEE certificate/sworn affidavit****Consolidated BEE certificate in cases of Joint Venture****Full CSD Report****The definition and measurement of the goals above is as follows:****Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth.

Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$PC = Mpa \times \frac{P\text{-own}}{100}$

100

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

9. DELIVERABLES

Deliverables such as reports, presentations, analyses, letters, minutes of meetings, and databases must be provided in **Microsoft applications** and in **PDF format** (where applicable). The text for all documents shall be in **Arial 11 font at 1.5 spacing** unless otherwise stated or agreed.

Provision must also be made to submit deliverables, such as reports and letters, in hard copy format if required. The format of reports must be confirmed with the DWS before issuing final versions of reports. Reports are typically submitted as the First Draft, Draft Final and Final Version.

A **Guideline of the Deliverables Required** for this Study is provided in **Table 9.1** below, which is not an exhaustive and final list. This list must be read in conjunction with the other sections of the ToR. Bidders should scrutinize the list, as well as relevant sections of the ToR, and submit an **Updated Comprehensive List of the Expected Deliverables** for this Study in the **Technical Proposal**. Smaller deliverables submitted frequently to provide a steady cash flow throughout this Study are preferable to “big” deliverables that take too long to complete.

Table 9.1: Guideline of Deliverables Required for this Study

No.	Description
A	Work Plan setting out the various tasks that must be undertaken, with a detailed description of each task/sub-task/work package and showing the expected technical deliverables.
B	Study Status Reports to summarize information and progress to date on the various tasks and provide other relevant information.
C	Study Gantt Chart showing the various tasks, sub-tasks, and work packages with delivery dates.
D	Formal Monthly Progress Reports including information on expenditure.
E	Minutes of PSC and SMC Meetings as well as other meetings and workshops including presentations on study progress.
F	Decision Register to record substantial decisions made to guide the smooth execution of this Study.
G	Record of Liaison with role players and stakeholders.

No.	Description
H	Executive Reports on the findings and recommendations of this Study.
I	This Study is expected to consist of, but is not limited to, the following reporting as deliverables: • Inception Report; ○ Data Collection Report • Pre-Feasibility Study Report; ○ Water Requirements and Return Flows Report; ○ Environmental Screening Report; ○ Review and Analysis Report of the Proposed Water Resource Development Options; ○ Dam Type Selection Report; ○ Pre-Feasibility Design Report; ○ Hydropower Generation Potential Preliminary Report; ○ Land Acquisition Report; ○ Sedimentation Screening Report; • Basic Legal, Institutional, Financial and Operational Aspects Report; • Study Main Report; • Book of Drawings and Maps; • Summary Report; • Close-out Report, as well as • Capacity Building and Training Report. The suggested report titles may be rephrased, and additional reports added during this Study in the light of better information. Some reports may be combined while others may be divided into more reports as found necessary. Different sections of the ToR must be consulted to draw up a Full List of the Required Reports.

10. GENERAL INFORMATION

10.1 CLIENT AND STUDY TITLE

The DWS will act as the **Client** for this Study. This Study shall be called: **The Development of Resources for the Upper Orange Project (DRUOP)**.

10.2 INTELLECTUAL PROPERTY

The ownership of **intellectual property** derived from this Study shall vest with the DWS.

10.3 INVOICES

The **Financial Proposal**, as well as invoices submitted for payment, must be structured in a way that makes it possible for payments to be linked to relevant deliverables. This information will enable the DWS to **monitor the study progress** by comparing invoices against approved contract deliverables. Invoice certification is required before payments are made.

The invoice format will need approval by the DWS at the commencement of this Study. A Pro-forma Invoice must be submitted for the approval process. Only **one (1) invoice** may be submitted for payment in any month of this Study although an invoice does not need to be submitted every month. Furthermore, the first invoice may only be submitted after the Contract has been signed between the parties and an Order Number has been created.

Under no circumstances may the PSP commence with any work before signing the Contract.

10.4 LEVEL OF DETAIL

Pre-feasibility level is a more detailed study than Reconnaissance to identify the resources and potential constraints for selected development options and to determine the most viable layout for final optimisation at the next level (feasibility).

This level of study requires some fieldwork and verification in order to obtain more accurate information and data. Drilling and sampling inform the next stage

investigations. This level of accuracy and detail will require an additional stage (feasibility) at which the scheme components will be optimised.

10.5 RETENTION ON PSP CONTRACTS

It is the DWS's practice to impose a retention amount equal to 2% of the approved contract amount until the Final Reports are submitted and approved by the Client. The retention clause comes into effect near the end of the study.

10.6 DWS's PSP DATABASE

The PSP must be registered on the DWS's PSP Database.

11. CONTACT DETAILS

The **DWS Directorate: Water Resources Development Planning** together with the **DWS Directorate: Supply Chain Management** is administering this ToR and Invitation to Bid. The Contact Persons for Enquiries about this Study are given in **Table 11.1** below:

Table 11.1: Contact Person for Enquiries about this Study

For Technical Matters	
Mrs. Sanet van Jaarsveld Tel: (012) 336 7284 E-mail: VanJaarsveldS@dws.gov.za	Private Bag X 313 PRETORIA 0001

ANNEXURE A

GUIDELINES FOR PREPARATION OF A TECHNICAL PROPOSAL

The contents of the Technical Proposal must be to the point and limited to the information required. It should reflect a clear understanding of the Study to be undertaken and should concentrate on and stress the expertise and competence of the team.

The Technical Proposal should be in Arial font size 11 at 1.5 line spacing.

No financial information is to be included in the Technical Proposal.

C.1	Introduction
	Limited to two (2) A4 pages
1.a	An introductory section should provide a brief overview of the bidding organization with particular emphasis on available capacity to perform the Study.
C.2	Past Experience and Estimated Hours
	Limited to five (5) A4 pages
2.a	Information must be provided on recent (past five years) relevant assignments undertaken by the bidding organization (the PSP). Specific details must be given to indicate the extent to which these studies relate to the Scope of Services. The responsibility of the proposed Study Leader and the other key team members (Task Leaders and Specialists) for these past assignments must be specified. The Client organization, indicative professional fees and duration of the work programme must also be specified for each assignment.
C.3	Methodology
	Limited to 30 A4 pages
3.a	Bidders are required to provide a brief description of their approach and methodology, and comment on the ToR, illustrating their understanding of the challenges of the Study, time frames, and deliverables. This section may also be used to briefly present alternative proposals, innovative approaches or other special features of the Technical Proposal.
3.b	The Bidder is expected to provide a brief outline of the work to be done, placing emphasis on the important or critical aspects of each task. Where the Scope of Services is silent on particular issues, bidders must clearly state which issues can be expected to arise during the Study and which additional tasks may be necessary. These assumptions / additional tasks must then be scheduled and budgeted for in a separate section of the Financial Proposal, which is clearly indicated as additional tasks.
3.c	The Bidder must submit a proposed programme of work illustrating their understanding of the best way to organise the Study. This representation should show phases of the Study, tasks

	within phases and, where necessary, sub-tasks. The work programme must be presented in a Gantt Chart (Microsoft Project) illustrating the dates at which critical milestones can be reached and indicating the critical path.
C.4	Team Capability
	One to two A4 pages per CV
4.a	A project team organogram must be provided indicating key positions such as Study Leader, Task Leaders and Specialists. Persons proposed for these positions must be identified and supported by CVs to be included in an Appendix. The CVs shall clearly contain the following critical information: • Name of the person • Proposed position on the project team • Current employer • Present position with the current employer • Qualifications and dates obtained • Citizenship (in case of HDIs both present and in 1994) • Membership of professional bodies (Name of the body, registration number, registration date) • Specialisation • Applicable experience, related to the position in the project team
4.b	Brief capability statements must be given for each designated team member, emphasising recent experience relevant to the task envisaged. The availability of each designated team member for the expected duration of the Study must be indicated by reference to limitations that may be placed by other known commitments.
4.c	Information must also be given on the key support staff envisaged for the Study, supported by brief CVs, also included in an Appendix. Company profiles, etc. can be provided in a separate Appendix, but will not be used for the evaluation of bids.
4.d	Members of the proposed project team must be assigned to the tasks identified in the work programme. A schedule is required to indicate the anticipated time contribution of each member of the project team to each main task.
C.5	Capacity Building and Training
	Limited to five (5) A4 pages
5.a	The PSP must make provision for capacity building and training of DWS officials or interns in the water resource planning process and/or project management and/or technical aspects, to be undertaken as part of this Study. The content of the capacity building programme will need to be approved by the DWS.

5.b	The interns could be seconded to the PSP for certain portions of the Study to gain practical experience. In this case the cost to the PSP would be time to mentor the interns and the provision of office space. Another option is the presentation of a one-day workshop(s) to present certain technical aspects of the study to the DWS officials.
5.c	The PSP shall make provision in the Financial Proposal for: • Three (3) interns/officials to be seconded for a period of eight (8) months each; and • The presentation of two (2) one-day workshops.

ANNEXURE B.1

EXAMPLE: SUMMARY OF MANPOWER, TIME AND COST SCHEDULE

Team Member	Company Name	Company Position	Study Position (Activity)	Applicable experience in activity	HDI/Woman	Hourly Rate	Time on Study	% of time on Study	Total Cost
				Years	Yes/No	R/h	Hours		Rand
Initials & Name	ABC Consult	Director	Project Leader	25	Y / N	520	20	10.53	10 400
Initials & Name	ABC Consult	Associate	Task Leader, Hydrology	15	N / N	480	50	26.32	24 000
Initials & Name	ABC Consult	Engineer	Dam Design	13	N / N	400	30	15.79	12 000
Initials & Name	ABC Consult	Director	Task Leader, Dam Design	6	Y / Y	500	40	21.05	20 000
Initials & Name	ABC Consult	Associate	Hydrology	10	N / Y	120	15	7.89	1 800
Initials & Name	ABC Consult	Technician	Support	2	Y / Y	110	35	18.42	3 850
TOTAL							190	100	72 050

ANNEXURE B.2

EXAMPLE: TIME AND COST SCHEDULE

Task No.	Team Member	Company Name	Position	HDI	Study Position/Activity	Time Schedule	Hourly Rate (Excl. VAT)	Total Cost (Excl. VAT)
				Yes/No		Man hours	Rand/hour	Rand
1. TASK: INCEPTION REPORT:								
1.1	Initials and Name	ABC Consult	Director	Y	Project Leader	6	440,00	2 640,00
1.2	Initials and Name	ABC Consult	Director	N	Task Leader: Dam Design	7	380,00	2 660,00
		Subtotal for professional fees				13		5 300,00
	Disbursements:							
	- Travel							2 000,00
	- Accommodation							1 000,00
	- Subsistence							550,00
	- Printing							350,00
		Subtotal for disbursements						3 900,00
		TOTAL COST TASK 1						9 200,00
2. TASK: DAM DESIGN								
2.1	Initials and Name	ABC Consult	Director	Y	Task Leader	125	380,00	47 500,00
2.2	Initials and Name	ABC Consult	Associate	N	Structural Design	96	350,00	33 600,00
2.3	Initials and Name	ABC Consult	Associate	N	Hydraulics	72	320,00	23 040,00
2.4	Initials and Name	ABC Consult	Engineer	Y	Flood Hydrology	80	300,00	24 000,00
2.7	Initials and Name	ABC Consult	Associate	N	Seismic Assessment	40	300,00	12 000,00
		Subtotal for Professional Fees				413		140 140,00
	Disbursements:							
	- Travel							45 000,00
	- Accommodation							7 500,00
	- Subsistence							2 500,00
	- Printing							1 000,00
		Subtotal for disbursements						56 000,00

ANNEXURE B.3

EXAMPLE: SUMMARY SHEET FOR FINANCIAL PROPOSAL

Task No.	Task Description	Total Cost / Amount of Task as per Cost and Time Schedule (Excl. VAT)	14% VAT	Total Task Cost (Incl. VAT)
		Rand	Rand	Rand
1.	Inception Report	14 240,00	1 993,60	16 233,60
2.	Water Resources	150 000,00	21 000,00	171 000,00
3.	Systems Analyses	80 000,00	11 200,00	91 200,00
4.	Hydrology and Yield Analysis	120 000,00	16 800,00	136 800,00
5.	Pre-feasibility Investigations	450 000,00	63 000,00	513 000,00
6.	Pre-feasibility of Transfer Options	104 900,00	14 686,00	119 586,00
7.	Feasibility Designs of Dams	352 240,00	49 313,60	401 553,60
8.	Pump Station Layout and Design	136 400,00	19 096,00	155 496,00
9.	Pipeline Alignment and Design	214 800,00	30 072,00	244 872,00
10.	Economic Studies	100 000,00	14 000,00	114 000,00
11.	Study Management and Reports	250 000,00	35 000,00	285 000,00
12.	Other Tasks (Task Name)	701 754.39	98 245,61	800 000,00
	TOTAL COST OF STUDY	2 674 334,39	374 406,81	3 048 741,20