



INDUSTRIAL DEVELOPMENT CORPORATION

REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF A TRANSACTIONAL ADVISOR FOR A BANKABLE FEASIBILITY STUDY
AND BUSINESS CASE FOR THE MASELSPOORT WATER TREATMENT WORKS WATER
REUSE PROJECT

| | |
|---|---|
| RFP number | T11/03/26 |
| Issue date | 31 MARCH 2026 |
| Closing date and time | 22 APRIL 2026 @ 11h00 |
| Non-compulsory briefing session | DATE: 10 APRIL 2026 @ 11:00 AM VENUE: Microsoft Teams LINK: https://teams.microsoft.com/meet/367952672516642?p=xBWgzFVuKDE2VfFTKa |
| Tender validity period | 120 days from the closing date and time |
| Responses to this RFP should ONLY be forwarded to | https://idcza-my.sharepoint.com/:f:/g/personal/tinys_idc_co_za/lqDtAdN_t79wT4oSX5BicGhZASesMLLwyOz8CCQfCuPlpjA |

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SECTION 1: GENERAL CONDITIONS OF BID

SECTION 1: GENERAL CONDITION OF BID

1. PROPRIETARY INFORMATION

Industrial Development Corporation of SA Ltd (IDC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of IDC.

2. ENQUIRIES

2.1. All communication and attempts to solicit information of any kind relative to this RFP should be submitted **in writing** to:

Name: **Ntombifikile Mokgeseng**

Telephone Number: Office: **011 269 3767**

Email address: ntombifikilem@idc.co.za

2.2. Enquiries in relation to this RFP will not be entertained after **16h00 PM on 15 April 2026**.

2.3. The enquiries will be consolidated, and IDC will issue one response, and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e., next to the same RFP document.

2.4. The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. BID VALIDITY PERIOD

3.1. Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. INSTRUCTIONS ON SUBMISSION OF BIDS

4.1. Bid responses must be submitted in electronic format only and must be sent to the dedicated platform as provided herein.

4.2. Bid responses should be in generally acceptable / standard electronic file format/s (i.e., Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.

4.3. The closing date for the submission of bids is **22 April 2026 not later than 11:00 AM** (before midday). No late bids will be considered. Bids must only be sent to **T11/03/26** https://idcza-my.sharepoint.com/:f:/g/personal/tinys_idc_co_za/IgDtAdN_t79wT4oSX5BIcGhZASesMLLw_yOz8CCQfCuPlpjA

4.4. Bids sent to any other platform other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct platform and that this is received by the IDC before the closing date and time in IDC's dedicated platform: **T11/03/26** https://idcza-my.sharepoint.com/:f:/g/personal/tinys_idc_co_za/IgDtAdN_t79wT4oSX5BIcGhZASesMLLw_yOz8CCQfCuPlpjA Bidders are advised to submit / send its bid responses at least **30 minutes** before the 11:00AM deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. IDC's platform is configured to receive documents with sizes up to 50MB.

4.5. The IDC will not be held responsible for any of the following:

4.5.1. bid responses sent to the incorrect platform;

4.5.2. bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;

- 4.5.3. any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
- 4.5.4. bid responses received late due to any IT network related congestions and/or technical challenges; and
- 4.5.5. bid responses with file size limits greater than IDC's platform capacity of 50MB.
- 4.6. Only responses received via the specified platform will be considered.
- 4.7. Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic platform (https://idcza-my.sharepoint.com/:f:/g/personal/tinys_idc_co_za/IgDtAdN_t79wT4oSX5BIcGhZASesMLLw_yOz8CCQfCuPlpjA) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**
- 4.8. Amended bids may be sent to the electronic platform (https://idcza-my.sharepoint.com/:f:/g/personal/tinys_idc_co_za/IgDtAdN_t79wT4oSX5BIcGhZASesMLLw_yOz8CCQfCuPlpjA) **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

5. PREPARATION OF BID RESPONSE

- 5.1. All the documentation submitted in response to this RFP must be in English.
- 5.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3. Bids submitted by bidders which are companies or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4. The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5. Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.
- 5.6. In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then the Prime Contractor must not hold lower % of the contract value than **any** of the subcontractors.

6. SUPPLIER PERFORMANCE MANAGEMENT

- 6.1. Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.
- 6.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.
- 6.3. Successful bidders will be required to comply with the above condition and provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. ENTERPRISE AND SUPPLIER DEVELOPMENT

The IDC promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the IDC and the successful bidder.

8. IDC'S RIGHTS

- 8.1. The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have

been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

- 8.2. The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and financially advantageous to the IDC.
- 8.3. The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.4. The IDC reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.5. The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- 8.6. The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.
- 8.7. The IDC reserves the right to consider professional conduct and experiences it had with any bidder which rendered similar services to the IDC in the past 5 years over and above the references put forward by the bidder in its response.

9. UNDERTAKINGS BY THE BIDDER

- 9.1. By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2. The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3. The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 9.5. The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6. The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. REASONS FOR DISQUALIFICATION

- 10.1. The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

- 10.1.1. bidder whose Tax Status is non-compliant, after they have been notified accordingly and remain non-compliant;
- 10.1.2. bidder who submit incomplete information and documentation according to the requirements of this RFP document;
- 10.1.3. bidder who submit information that is fraudulent, factually untrue, or inaccurate information;
- 10.1.4. bidder who receive information not available to other potential bidders through fraudulent means;
- 10.1.5. bidder who do not comply with any of the mandatory requirements as stipulated in the RFP document;
- 10.1.6. bidder who fail to comply with POPIA requirements as listed herein; and
- 10.1.7. bidder as the prime contractor, who holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s).

11. RETURNABLE SCHEDULES

Bidders shall submit their bid responses in accordance with the returnable schedules specified below (each schedule must be clearly marked):

11.1. Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

11.2. Schedule 1:

- 11.2.1. Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

11.3. Schedule 2

- 11.3.1. Copy of Board Resolution, duly certified;
- 11.3.2. Originally certified copy of ID document for the Company Representative;
- 11.3.3. Annexure 2 of this RFP document (duly completed and signed);
- 11.3.4. Annexure 3 of this RFP document (duly completed and signed);
- 11.3.5. Annexure 4 of this RFP document (duly completed and signed);
- 11.3.6. Response to Annexure Annexure 5 of this RFP document;
- 11.3.7. Response to Annexure 6 of this RFP document;
- 11.3.8. Bidders must submit a B-BBEE verification certificate. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

- 11.3.9. Annexure 7 of this RFP document (duly responded to);
- 11.3.10. Annexure 8 of this RFP document (duly completed and signed, if applicable);
- 11.3.11. Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.
- 11.3.12. Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

11.4. Schedule 3:

11.4.1. Response to Section 2 of this document, in line with the format indicated in this RFP document.

11.4.2. Annexure 1 of this RFP document duly completed and signed.

11.5. Schedule 4: Price Proposal (response to Section 3 of this RFP document).

NOTE: Must be submitted as a separate file/document marked Schedule 4: Price Proposal)

12. EVALUATION CRITERIA AND WEIGHTINGS

Bids shall be evaluated in terms of the following process:

12.1. Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- IDC will make use of the Central Supplier Database (CSD) to access key information which is required to conduct supplier vetting including Company Registration status, tax compliance status and any other relevant checks conducted on CSD.
- In the event that the bidding structure is a Prime Contractor with Sub-contractor/(s), then IDC will evaluate the information provided in Annexure 2 (Acceptance of Bid Conditions and Bidder's Details) and if determined that the Prime Contractor holds a lower percentage in terms of the value of the contract than any of its subcontractor/(s), then the bid will be disqualified.
- Submission of ID copy for the Company Representative as referenced in 11.3.3 above.
- BEE Status Certification as referenced in 11.3.7 above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP.
 - Section 3: Cost Proposal and Price Declaration Form.
 - Annexure 1: Response Format For Section 2 (Bidders Experience & Project Team)
 - Annexure 2: Acceptance Of Bid Conditions And Bidder's Details
 - Annexure 3: Tax Compliance Requirements
 - Annexure 4: Bidder's Disclosure
 - Annexure 5: Shareholders' Information/ Group Structure
 - Annexure 6: BEE Commitment Plan.
 - Annexure 7: Disclosure Statement.
 - Annexure 8: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

Note: Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

12.2. Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

12.2.1. Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Other Functional Requirements.

The Mandatory Functional Requirements are stated in section 2 of this RFP document.

Note: Failure to comply with the Mandatory Functional Requirements assessed in this phase will lead to disqualification of bids.

12.2.2. Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

| ELEMENT | WEIGHT |
|---|------------|
| Bidder's relevant Experience | 25 |
| Bidder's proposed Methodology and approach | 35 |
| Bidders proposed Project Plan | 10 |
| Qualifications, Skills and Experience of The Team | 30 |
| TOTAL | 100 |

Note: The minimum qualifying score for functionality is 70%. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and Specific Goals.

12.3. Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

| CRITERIA | POINTS |
|-----------------------------|------------|
| Price | 80 |
| Specific Goals ¹ | 20 |
| TOTAL | 100 |

¹Specific Goals for this tender and points that may be claimed are indicated per table below:

| SPECIFIC GOALS | POINTS |
|---|----------------|
| | (80/20 system) |
| Black ownership ² | 10 |
| 30% Black women ownership | 5 |
| Any % of ownership by Black Designated Groups ³ | 2 |
| Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE) | 3 |
| TOTAL POINTS | 20 |

²Black ownership: 100% black owned entities will score the full 10 points (if 80/20 system), and between 51% - 99.99% black owned entities will score 4 points (if 80/20 system).

³Black Designated Groups has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Act as amended.

Note: Only enterprises with direct Black shareholding that fall under the four categories below be considered for allocation of points on Specific Goal:

- Exercisable voting rights in the hands of Black people
- Exercisable voting rights in the hands of Black women
- Exercisable voting rights in the hands of Black Designated Groups
- Employee Share Ownership Programmes ("ESOPs") with direct shareholding and exercisable voting rights in the hands of Black People, Black woman, and Black Designated Groups

12.4. Phase 4: Objective Criteria

This contract will be awarded to the bidder scoring the highest points unless an objective criterion justifies the award of the tender to a bidder other than the highest scoring bidder.

12.4.1. Objective Criteria are:

The bidder must pose less risk to the IDC. The risk will be assessed in terms of, but not limited to, the following:

- Reputational Risk: This will be assessed in line with the bidder's disclosure (Refer to Annexure 7: Disclosure statement of this document).
- Concentration Risk: Over exposure to a single bidder.
- The bidder's financial capability in relation to the execution of the contract.
- The bidder's past performance in IDC contracts.

13. PROMOTION OF EMERGING BLACK OWNED SERVICE PROVIDERS

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals scoring listed in 12.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS

1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1.** Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.
- 1.2.** Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.

2. BACKGROUND INFORMATION

2.1. Introduction and background

Infrastructure South Africa (ISA) is a central government agency responsible for coordinating and driving the national infrastructure investment programme, with the intent of improving infrastructure investment and delivery. This is accomplished through, inter alia, the development and implementation of high-impact infrastructure projects. ISA derives its legal mandate from the Infrastructure Development Act (Act 23 of 2014) (IDA). The IDA is aimed at fast-tracking regulatory decision-making and speeding up the implementation processes of strategic infrastructure projects. ISA implements its mandate in partnership with Mangaung Metropolitan Municipality (MMM).

The Water Reuse Programme is among 7 major infrastructure projects that were announced by Infrastructure South Africa at the Sustainable Infrastructure Development Symposium South Africa (SIDSSA) in May 2025. These projects aim to drive public and private sector participation-led development and investment in South Africa. These projects span across the SEZs, Energy, Transport, Water, and Social sectors.

MMM and Water Partnership Office (WPO) has partnered with ISA to invite bids from service providers to develop a bankable feasibility study and business case for the bulk water re-use and reclamation project for Mangaung Metropolitan Municipality to attract funding from available funding sources.

2.2. Project overview

MMM is experiencing a significant and persistent decline in potable water security due to ageing bulk infrastructure, urbanisation, climate related variability, and limited augmentation capacity. Over the past two decades, water demand in Bloemfontein, Botshabelo and Thaba- Nchu has grown considerably, while the combined Modder–Caledon system’s capacity has steadily reduced through siltation, deteriorating source water quality, and underinvestment in new supply schemes.

The most recent water systems modelling indicates that the integrated system yield has fallen to approximately 187 Ml/day, against an average demand of around 255 Ml/day, resulting in a structural supply deficit. Projections show that without urgent intervention, the potable water shortfall could reach 154 Ml/day by 2040, significantly compromising service delivery and economic activity in the Metro.

To address these challenges, MMM has developed the Mangaung Bulk Water Augmentation Programme (MBWAP), which consists of three interrelated programme areas:

- i. Local Water Reclamation (Re-Use),
- ii. Water Conservation and Demand Management (WC/WDM), and
- iii. Gariep Bulk Water Augmentation.

The Water Re-Use Project is the most critical short- to medium-term intervention within this programme. Initially conceptualised in 2014, the project aims to introduce a new local raw-water source by reclaiming high-quality treated effluent from the North-Eastern and Bloemspruit Wastewater Treatment Works (WWTWs). This effluent is transferred to the Modder River system (Mockes Dam), where it blends with natural flows before abstraction and treatment at the Maselspoort Water Treatment Works (WTW).

Maselspoort WTW, constructed in phases since the 1950s, remains an integral component of the Metro's supply system. However, the plant is now severely constrained by ageing infrastructure, outdated treatment processes, declining raw water quality, and increased eutrophication linked to upstream effluent discharges. As a result, Maselspoort cannot consistently meet national regulatory standards under current conditions, especially during high-demand or low-rainfall periods.

The Water Re-Use Project comprises two components:

- i. Refurbishment and multi-barrier treatment upgrade of Maselspoort WTW, including dissolved air flotation (DAF), ultra-filtration (UF), ozone treatment, granular activated carbon (GAC) filtration, enhanced filtration and chlorination systems, and advanced process automation; and
- ii. Construction of New Re-Use transfer infrastructure, including rising mains, gravity pipelines, and pump stations enabling the transfer of reclaimed effluent from the North-Eastern and Bloemspruit WWTWs to Mockes Dam. Figure 1 below shows the complete planned re-use scheme layout and the corresponding infrastructure components (yellow, red, green and cyan lines indicate new pipelines):

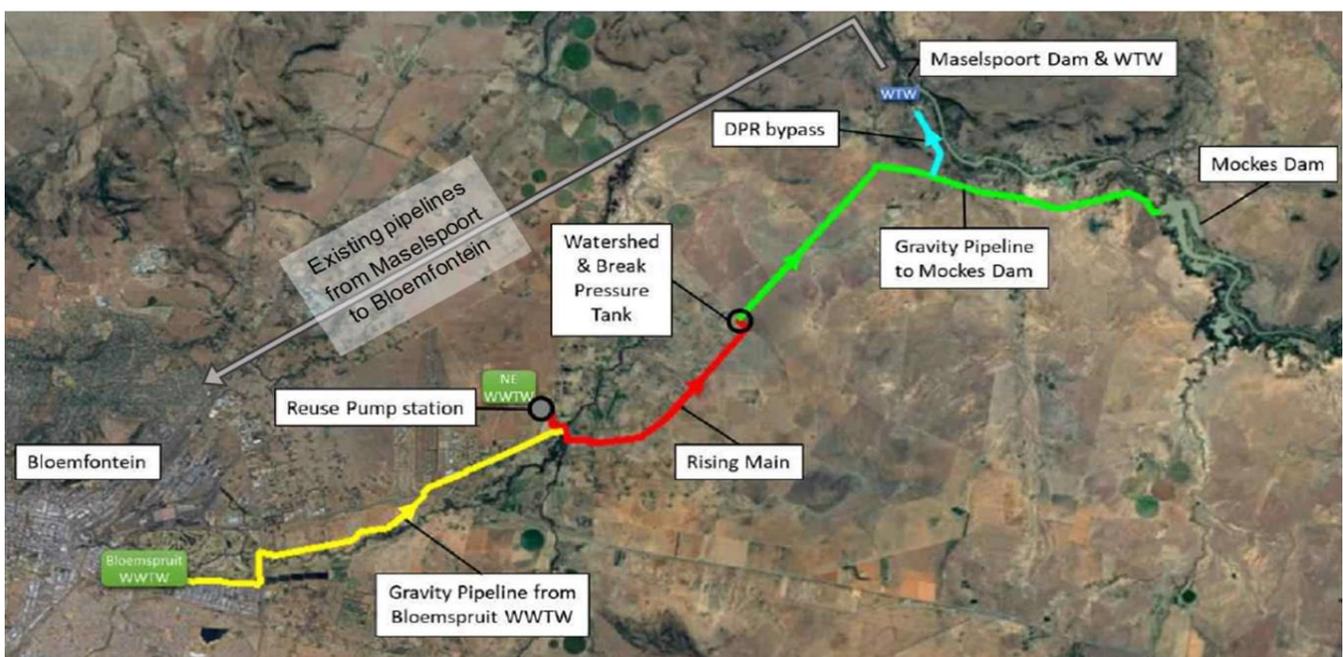


Figure 1: Reuse scheme layout

The existing Maselspoort Water Treatment Works has a licensed treatment capacity of 100 megalitres/day. The proposed water reclamation facility is planned with an ultimate treatment capacity of 22 megalitres/day.

Once fully implemented and integrated into the bulk water system, the water reuse scheme is expected to increase the overall system yield by 49 megalitres/day. This increase reflects the net system-wide benefits arising from wastewater reuse, reduced losses, and improved operational efficiency, rather than the standalone treatment capacity of the reclamation plant itself.

Portions of the refurbishment, such as the high-lift pumping station and chemical dosing systems have already been completed, however, full integration and yield realisation cannot occur without completing all outstanding elements.

Given its strategic importance, the Water Re-Use Project is a priority initiative for MMM and aligns with national and provincial water security frameworks, including DWS policies on reuse, municipal water services mandates, and National Treasury's focus on sustainable infrastructure delivery. The project is essential for ensuring long-term service reliability, protecting public health, enabling economic growth, and safeguarding the Metro's water resources.

The project should make provision for the land layout planning of a water reclamation facility with an ultimate treatment capacity of 22 megalitres/day (annual average dry weather flow), to ensure that future expansion to the ultimate capacity can be accommodated within the proposed site zoning.

2.3. Current Appointments

- i. MMM has contracted Technical Consultants (professionally appointed engineering service providers) to provide expert advice on the best technical solution for the Maselspoort WTW Upgrade Phase 1 and Recycling Pipelines. These technical consultants will provide the Transaction Advisor with a report that details how the Technical Consultants diagnosed the problems, determined solutions and the proposed new systems, and ensured the solutions are effective and aligned with the provision of water and sanitation services its business objectives. Key responsibilities of the Technical Consultants include providing technical information, explaining complex subjects, and helping the Transaction Advisor to complete the technical component of the Bankable Feasibility Study.

Note: The Transaction Advisor shall not undertake engineering design. All technical input shall be limited to validation, bankability screening, life cycle costing, and risk allocation, based on information provided by the appointed Technical Consultants. MMM will formally instruct the appointed Technical Consultants to cooperate fully with the appointed Transaction Advisor (who will act as the lead transaction advisor) for the duration of the contract.

- ii. To assist the Transaction Advisor to complete the Bankable Feasibility the following challenges will be addressed by the Technical Consultants:
 - a) Determining the treated water quality at the works for the potential customers.
 - b) Determining the disposal method of brine (or concentrated saline water) if any.
 - c) Determining the quality of the effluent and the associated risk assessment (as envisaged in SANS 241, particularly Part 2) of the influent and effluent to ensure all contaminants of emerging concern (CECs) and other contaminants are adequately treated.

- d) Determining the future capacity requirements of the water treatment works and the reuse plant.
 - e) Determining the energy potential for gas to energy conversion from any organic sludge.
 - f) Choosing the appropriate water treatment technology and processes.
 - g) Determining the amount of final effluent to be produced.
 - h) Determining how to handle the excess piped water to the WTW.
- iii. The MMM Contracted Technical Consultants will be instructed by MMM to prepare a proposal and clearly demonstrate in their proposal how they intend to address these challenges and how they intend to program the various interfaces for the timely delivery of the project outputs. In addition, the Metro Contracted Technical Consultants must assist the TA to meet the requirements either in the feasibility study or as part of the Bid Documents that will be drawn up.
 - iv. The Transaction Advisor will prepare a Table of Contents on the technical information required from the Technical Consultants for inclusion in the Bankable Feasibility Study.
 - v. Where the Transaction Advisor identifies technical requirements necessary to achieve bankability, such requirements shall be formally instructed by MMM to its contracted Technical Consultants, and not directly by the Transaction Advisor.
 - vi. It should be noted that each of the differently coloured pipelines in **Figure 1** are the sections of the project for which the MMM Technical Consultants are currently appointed.

3. SCOPE OF WORK/TERMS OF REFERENCE

3.1. Overview Scope of work

The appointed service provider will be required to prepare a comprehensive bankable feasibility study and business case suitable for submission to National Treasury. This foundational work is essential to ensure that the subsequent planning, design, and implementation phases are built on a solid, evidence-based framework, and to secure the necessary funding, including from the National Treasury's Budget Facility for Infrastructure (BFI). The appointed service provider should deliver the following services below:

i. Inception (Stage 1)

- a. Inception Plan and Schedule
- b. Data Collection and project steering meetings
- c. Demand Analysis
- d. Technical Options Analysis
- e. Service Delivery Option Analysis (Legislative Requirement)
- f. Delivery Mechanism Summary and Interim Recommendations

ii. Conduct comprehensive bankable feasibility (Stage 2A)

- a. Project Readiness, Legal Due Diligence and Environmental Authorisations
- b. Value Assessment and Financial Viability
- c. Procurement Plan
- d. Bankable Feasibility Study Report – Draft 1 (comment solicitation)
- e. Bankable Feasibility Study Report – Final

iii. Preparation of Business Cases (Stage 2B)

- a. Intermediate Business Case utilising ISA 5-Case Model
- b. A summarised (twenty (20) to twenty-five (25) pages) Business Case

iv. Implementation (Stage 3)

- a. Procurement
- b. Close-Out Report and Case Study

3.2. Detailed scope of work

3.2.1. Inception (Stage 1)

A. Task 1 - Inception Plan and Schedule

This plan and schedule must provide sufficient detail on the Transaction Advisor's (TA) methodology for completing the assignment, enabling effective coordination and timing of all activities required to support the TA work. The TA is required to develop a comprehensive Inception Plan that covers the following activities:

- A summary detailing the organisation, scope, financial commitments, schedule and responsibilities for all activities.
- A management tool enabling stakeholders to monitor progress.

Deliverable: Inception Plan (Activity 1.1)

B. Task 2 - Data Collection and Project Steering Meetings

The TA will collate and review all existing and available information concerning the Project, as provided by the MMM, documenting the Project Scope, objectives, assumptions, and interfaces with ISA and MMM. This will be accomplished through the following activities:

- i. **Activity 2.1: Information Request Matrix:** prepare and submit requested information matrix including the information required from the MMM contracted technical consultants. The TA will prepare and submit to the MMM list of information required to successfully accomplish the assignment.
- ii. **Activity 2.2: Project Mobilisation and Information Validation:** The TA must travel to the MMM's office to:
 - Physically observe water supply and wastewater management conditions and facilities in the Project service area.
- iii. **Activity 2.3: Acquire Data** - The TA shall review all relevant existing reports, data, identify gaps, and determine additional technical, commercial and legal inputs necessary for Stage 2A bankability. This information shall include:
 - Reports and data pertaining to current water resources in the Project service area
 - Physical/technical data and investment plans related to the existing water supply and wastewater management infrastructure and services in the Project service area
 - Any previous feasibility analyses or investigations relevant to the Project service area including all transfer projects, water treatment and wastewater reuse
 - Current relevant institutional relationships for existing water sector services and facilities, and

- All government regulations and requirements applicable to the Project including.
- vi. **Activity 2.4: Identify Data Gaps** – The TA should identify additional data and gaps that must be developed to successfully complete the assignment including information required from the MMM contracted Technical Consultants.
- v. **Activity 2.5: Prepare and Submit Progress Reports** - The TA shall prepare and submit progress reports for each quarter during the feasibility and procurement stages of this contract. The report must include:
 - Quarterly progress reports of the Project, and
 - Expenditure reports.
 - vi. **Activity 2.6: Review Statutory and Regulatory Requirements** – The TA must undertake a full review of all current and pending statutory and regulatory requirements governing water services, water infrastructure, and the development of a water reuse plant. This includes legislation and regulations issued at local, provincial, and national government levels.

As part of this review, the TA will engage the relevant regulatory authorities across these spheres of government to inform them of the Project and obtain their guidance on compliance obligations and required Project activities.

Additionally, the MMM and the Department of Water and Sanitation (DWS) must jointly determine the applicable water reuse standards or guidelines for the Project. They must also confirm the volume of water that can be allocated for reuse, considering downstream user needs, ecological reserve requirements, and existing water allocations.

C. Task 3 - Demand Analysis

The TA will conduct a demand analysis to define the project and show how it supports the municipality's strategy and capacity. This analysis will be developed through several outlined activities:

- i. **Activity 3.1: Demonstrate that the water reuse project aligns with the MMM's strategic objectives:** Provide a summary of MMM's key strategic objectives and policies that define the project's required deliverables. The summary must highlight MMM's responsibilities as both a Water Services Authority (WSA) and Water Service Provider (WSP), including its obligation to supply water services at the required level of assurance and to maintain an appropriate tariff structure for industrial customers and residents.
- ii. **Activity 3.2: Identify and analyse available budgets:** Analyze MMM's future budget commitments, including an assessment of tariff structures and the potential revenue that could be generated through the project's business model or special-purpose vehicle. Review the Operations and Maintenance (O&M) budgets of the Water Treatment Works (WTW) to understand current spending patterns and identify opportunities for improved financial management. Once MMM's strategic objectives and budget constraints are defined, specify the project outputs and demonstrate MMM's commitment and capacity to deliver them.
- iii. **Activity 3.3: Demonstrate MMM's commitment and capacity** - Provide a summary demonstrating that MMM has the capability to process, evaluate, negotiate, implement, and

manage the proposed project. Assess the skills and competencies of management, operational, and maintenance staff at the Water Treatment Works, and recommend measures to strengthen technical capacity and performance.

- iv. **Activity 3.4: Define the project** - Provide a summary of the proposed project scope in relation to MMM's strategic objectives. Identify the key municipal assets—such as land, infrastructure, and existing facilities—that would support project implementation. Provide an overview of the potential customer profiles most likely to enter into off-take agreements.

D. Task 4 - Technical Options Analysis

The TA will assess the technical solutions proposed by MMM's Technical Consultants to identify the optimal option for the selected delivery model. The assessment will focus on the commercial, financial, economic, environmental (including climate-related), and social risks associated with leading water-reuse technologies. The required deliverables will be completed through the following activities:

- i. **Activity 4.1: Review and evaluate technical solution options** - The TA will review the technical solution options developed and presented by the MMM Technical Consultants. While no new engineering designs are required, the TA must evaluate the existing options in relation to the project outputs, lifecycle costs, and the financial affordability for end-users.

The TA will compile a comprehensive risk matrix for each technology option, covering all relevant technical, performance, economic, social, environmental (including climate-related), and operational/maintenance risks. In addition, the TA will compare the financial and economic lifecycle costs of the viable technical alternatives to support the selection of the most sustainable and cost-effective option. See below:

- The technical options must be assessed with reference to all relevant preliminary studies, demand forecasts, and previous funding applications related to the Maselspoort Water Treatment Works. Only established, globally proven technologies that meet all required standards for potential customers may be considered; experimental or demonstration-stage technologies are excluded.
 - Energy efficiency is a key requirement. The TA must therefore ensure that high-efficiency technologies proposed by the Technical Consultants are incorporated into the financial and economic models of the Bankable Feasibility Study.
- ii. **Activity 4.2: Option Selection Support** – The TA will support MMM in selecting the most suitable technical option—one that is financially viable, affordable for potential off-takers, and attractive to private-sector participants such as off-takers and lenders. Using a structured matrix-based evaluation, the TA will recommend which technical options should progress to the next project stage.

The TA will also collaborate with MMM and its Technical Consultants to assess the implications of the preferred implementation approach on staffing, including how existing MMM personnel may be redeployed as part of the recommended solution.

- iii. **Activity 4.3: Develop a high-level preliminary design** - The TA will work with the MMM Technical Consultants to obtain a high-level preliminary design for the preferred technical

option (and an alternative). This design must include the required output specifications, capital costs, and operations and maintenance costs. Based on this information, the TA will initiate the relevant environmental authorisation processes (as outlined in Task 7).

The preliminary design will also outline the proposed water distribution options from the reuse plant(s), including potential treated-wastewater storage facilities, pipelines connecting other wastewater treatment works, and links to nearby networks or end-users. For technical guidance and recommendations regarding technical options analysis refer to **Annex C - Table 1: List of annexures**.

E. Task 5 – Service Delivery Option Analysis (Legislative Requirement)

The TA will assess and recommend the most appropriate delivery option in accordance with Section 78 of the Municipal Systems Act (MSA). The required deliverables for this assessment will be completed through the activities outlined below:

- i. **Activity 5.1: List liable delivery options** - The TA must list all the viable project delivery options for providing the specified project output.
- ii. **Activity 5.2: recommend the best delivery option** - The TA must recommend the best project delivery option and conduct a value assessment in Stage 2A.
- iii. **Activity 5.3: Direct and indirect cost** - The TA must assess the direct and indirect costs and benefits of providing the service through an internal mechanism and an external mechanism.
- iv. **Activity 5.4: Capacity and future skills** - The TA must assess the current skills capacity and future skills capacity required to deliver the service through internal mechanisms and the external mechanisms.
- v. **Activity 5.5: Council decision** - The TA must prepare all necessary reports to enable the Municipal Council of MMM to make an informed decision to contract an external service provider to deliver the proposed water reuse service as defined under the preferred service delivery model.

F. Task 6 – Delivery Mechanism Summary and Interim Recommendations

- i. The TA will prepare a concise Inception Report summarising all evaluations and findings from the Inception Phase.
- ii. The TA will support MMM in notifying the local community and organised labour of the project intentions, facilitating meetings, gathering feedback, and ensuring these views inform the next project stage. This includes communicating issues of financial viability and affordability to stakeholders.
- iii. Should MMM decide to pursue an alternative contractual arrangement or service-delivery model, the TA will assist with the necessary procurement processes and project implementation.

3.2.2. Conduct comprehensive bankable feasibility study (Stage 2A)

The key objective of the Bankable Feasibility Study is to demonstrate that the Project as scoped and defined is affordable. Key enquiries sought to be answered at this stage, include but are not restricted to:

- Is the scope of the water reuse project appropriate to the MMM's and the markets' needs?
- Is it socially, economically and environmentally feasible? (Socio-economic analysis)
- Is it technically feasible?
- Are the institutional arrangements and governance structures of the MMM robust enough to ensure financial viability and operational sustainability of the investment?
- Is it affordable and financially viable?
- Is the risk identified and allocated to those best able to manage it?
- Is it implementable?

A. Task 7 - Project Readiness, Legal Due Diligence and Environmental Authorisations

The TA is required to identify and analyse any issues within the preferred technical solution and service-delivery option that could have a material impact on the project. The required deliverables will be completed through the activities outlined below:

- i. **Activity 7.1: Legal Due Diligence** - Review governance, institutional arrangements, regulatory compliance, asset registers and legal documentation required for the project. (e.g. Institutional Arrangements of the MMM, Governance Structure(s) and Compliance with PFMA and MFMA Regulations, Shareholder Agreements, Articles of Association and Asset Register and Asset Value(s), Concession Agreement and Off-Take Agreements).
- ii. **Activity 7.2: Site Establishment Due Diligence** - MMM, through its Technical Consultants, has identified the preferred project site(s). The TA must compile, verify, and confirm all approvals and permissions required for the use of these sites to deliver the specified project outputs.
- iii. **Activity 7.3: Environmental and Social Impact Assessment (ESIA), Climate Impact, Socio-Economic Analysis and B-BBEE Assessments** - The TA is required to do the following:
 - **Permitting and Authorisations:** The TA shall coordinate and integrate all permitting authorisation processes, ensuring alignment with the overall project and identification of key dependencies and risks.

The scope allocation for this activity (permitting and authorisation) will be split between the TA and Technical Consultants as follows:

- **Transaction Advisor:**
 - Identify all permits and authorisations applicable to the project.
 - Develop and maintain a permitting and authorisation register.
 - Prepare an integrated approvals and permitting programme aligned to the overall project lifecycle.
 - Identify permitting-related risks, dependencies, and interfaces, and advise the MMM accordingly.
 - Coordinate inputs from Technical Consultants and integrate permitting requirements into the overall project programme.

- **Technical Consultants (where appointed – see Figure 1):**
 - Undertake all technical studies, specialist assessments, and investigations required to support permit and authorisation applications.
 - Prepare and submit statutory permit and authorisation applications, including EIA and WULA submissions.
 - Conduct public participation processes and technical engagements with regulatory authorities.
 - Respond to authority comments and support the issuing of approvals.

- **Social Impact Assessment:** The TA is required to complete a Social Impact Assessment of the proposed project and include findings in the ESIA Report. For guidance on the scope of work included in the **Environmental and Social Impact Assessment (ESIA)** refer to **Annex D - Table 1: List of annexures.**
- **Climate Impact Assessment and Management:** The TA must detail the climate impact of the project, considering both climate adaptation and climate mitigation aspects. The TA must consider:
 - Mitigation impact (tCO₂e) - the level to which the project contributes to the reduction of Greenhouse Gases emissions based on submitted information required for all submissions.
 - Mitigation impact through beneficiation - The level to which the project will contribute to the mitigation of impacts through sludge beneficiation, based on submitted information required from all submissions.

- **Socio-Economic Analysis:** Sources of funding require a socio-economic analysis that justifies financial support for the projects through a credible analysis of social and economic benefits and costs. The socio-economic analysis required by the Budget Facility for Infrastructure (BFI) provides information that enables the assessment of welfare changes and estimation of the project's impact on all segments of society. For requirements of the **Socio-Economic Analysis** refer to **Annex E - Table 1: List of annexures.**
- **Broad-Based Black Economic Empowerment (B-BBEE) conditions assessment:** The TA should identify sectoral Broad-Based Black Economic Empowerment (B-BBEE) conditions, black enterprise strength in this sector and any factors that may constrain the achievement of the project's intended B-BBEE outputs. Local content and local sub-contracting requirements will also be examined under this activity.

B. Task 8 – Value Assessment and Financial Viability

The TA must undertake a comprehensive value assessment to support MMM and ISA in identifying the most suitable procurement option, in line with Section 78 of the Municipal Systems Act (MSA) and relevant provisions of the Municipal Finance Management Act (MFMA). This assessment must include detailed financial modelling, analysis of potential funding sources (including blended finance and BFI), appropriate funding structures, reuse-water pricing strategies, and the overall financial architecture of the water reuse project.

Additionally, the TA must evaluate the project's economic feasibility by determining its net economic benefit, incorporating both direct financial impacts and non-market factors derived from social and environmental assessments.

The specific deliverables for this work are outlined in **Annex B - Table 1: List of annexures**.

C. Task 9 – Procurement Plan

The TA must prepare and submit a comprehensive procurement plan demonstrating that MMM has the required capacity and budget to procure the preferred external service options. The plan must outline all procurement activities and clearly detail the approvals required, including those from the Board of Directors, the Municipal Council, and where applicable National Treasury.

D. Task 10 – Comprehensive Bankable Feasibility Study Reporting - Draft

The TA must prepare the Bankable Feasibility Study for public consultation, obtain comments and recommendations from the Department of Water and Sanitation and National Treasury, and submit the final Feasibility Study to MMM and ISA. These tasks will be undertaken through the following activities:

- i. **Activity 10.1: Draft Comprehensive Bankable Feasibility Study Report** - The TA shall present the comprehensive bankable feasibility study to the MMM and ISA. Furthermore, the TA shall submit the draft feasibility study to the MMM and ISA for comment.
- ii. **Activity 10.2: Community consultations** – The TA shall prepare the Comprehensive Bankable Feasibility Study Report and make it available for public comment. In accordance with all applicable statutory and regulatory requirements, the Transaction Advisor shall notify the local community, convene meetings, present the bankable feasibility study, and formally solicit feedback from affected and interested stakeholders.
- iii. **Activity 10.3: Submissions to DWS and NT** - The TA shall, where required by the Project Sponsor(s), submit the Bankable Feasibility Study to the Department of Water and Sanitation and to the National Treasury, and obtain their views and recommendations.
- iv. **Activity 10.4: Report on all received comments, views and recommendations** - The TA shall draft and submit a report detailing all comments, views and recommendations received from stakeholders.
- v. **Activity 10.5: Submission of the Comprehensive Bankable Feasibility Study Report** - The TA shall present and submit the final Bankable Feasibility Study Report to ISA.

f. Task 11 – Comprehensive Bankable Feasibility Study Report – Final

The TA shall revisit and amend the submitted Comprehensive Bankable Feasibility Study if requested by MMM, ISA, the Department of Water and Sanitation and the National Treasury. Thereafter, the Transaction Advisor must submit the amended report to MMM, ISA, the Department of Water and Sanitation and National Treasury.

3.2.3. Preparation of Business Cases (Intermediate Business Case and BFI Business Case) (Stage 2B)

A. Task 12 – Compiling the Intermediate Business Case (IBC)

Upon completion of the Comprehensive Bankable Feasibility Study (Stage 2A), incorporating inputs from all relevant parties / stakeholders including National Treasury where required, the TA shall prepare an IBC in accordance with the ISA 5-Case Model. Further context is provided in Annexure 0. An IBC guiding template, which the TA shall be required to complete, will be supplied to the appointed service provider. The IBC must provide a structured, evidence-based assessment covering the following five components:

- i. **Strategic Case**
Confirms the problem statement, project rationale and alignment with Master Bulk Water Augmentation Plan (MBWAP), Water Services Development Plan (WSDP), Infrastructure Development Plan (IDP), National Water Reuse Strategy, and other relevant strategic requirements.
- ii. **Economic Case**
Assesses economic feasibility, including cost-benefit analysis, economic impacts, and comparing technical alternatives.
- iii. **Financial Case**
Provides updated capital and lifecycle costs, financial modelling, affordability analysis and funding strategy options.
- iv. **Commercial Case**
Evaluates delivery model options, market capability, procurement considerations and preliminary risk allocation.
- v. **Management Case**
Defines the governance structures, implementation arrangements, project schedule, risk management approach and monitoring requirements. The IBC will be used by ISA to support internal approvals and funding applications, with most input drawn from the completed Comprehensive Bankable Feasibility Study.

B. Task 13 – Compiling the 20 – 25-page Summary Business Case for BFI submission

The Transaction Advisor shall also prepare a standalone, 20–25-page Executive Summary Business Case based on the outcomes of both the Comprehensive Bankable Feasibility Study (Stage 2A) and the IBC. This Executive Summary Business Case must be a concise, BFI-compliant, decision-making document, and should:

- Demonstrate project rationale
- Confirm overall feasibility and affordability
- present the recommended technical solution and delivery approach
- outline financial requirements and proposed funding strategy
- summarise the anticipated socio-economic impacts
- provide a clear and actionable implementation roadmap

This Summary Business Case will be used by MMM, ISA and National Treasury for investment decision-making and funding mobilisation.

3.2.4. IMPLEMENTATION (STAGE 3)

A. Task 14 – Procurement

If, based on the comprehensive bankable feasibility study, an external procurement solution is decided on the Transaction Advisor will be required to provide the necessary technical, legal and financial Transaction Advisor contract. Such a contract must follow any applicable elements of MMM's SCM Policy. The TA must consider and propose the most suitable contracting arrangement as listed in the Contracting Arrangements document contained in the Annexures. The procurement deliverables will be achieved with the following activities:

- i. Activity 14.1: Develop Procurement Process Plan** - The TA must prepare a complete set of procurement documents that fully comply with all applicable public sector procurement laws, policies and guidelines, and that are in accordance with MMM's prescribed tendering processes. The TA must also give the MMM all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process, ensuring the highest standards of efficiency, quality and integrity. To achieve this result, the TA must, at a minimum:
 - Establish a bid evaluation framework and criteria.
 - Design a structured and compliant bidding process that ensures the submission of comparable and qualified bids in line with the MMM's SCM policy.
 - Devise an effective bidder communication system that promotes transparency, builds market confidence in the Project; and incorporate all bid requirements; and
 - Develop a payment mechanism that appropriately incorporates and mitigates identified risks.

- ii. Activity 14.2: Develop Contractor Prequalification Process** - The TA must design and administer a pre-qualification (Request for Qualification (RFQ) process with the intention of:
 - Clearly communicating the MMM's specific requirements and objectives to potential contractors.
 - Determining the level and nature of interest from suitably qualified private sector contractors.
 - Pre-qualifying an appropriate competitive number of competent contractors in a fair, equitable manner and transparent ensuring that all pre-qualified bidders have the capability to deliver systems and services required by the Municipality.

To accomplish this, the TA must:

- Prepare all required RFQ documentation, including advertising materials.
- Design, coordinate, and administer the full RFQ process which the MMM will pre-qualify prospective contractors.
- Support the MMM in evaluating and qualifying potential contractors using the predetermined qualifications criteria.

After selection and approval of the successful bidder by municipal decision-makers, negotiations will be entered, if required. To support this process, the TA will:

- Assist the MMM in conducting negotiations with preferred bidder.
- Update or amend the agreement, if applicable, to incorporate the terms agreed upon during reflect negotiations.
- Assist the MMM in ensuring that all conditions precedent to contract signing are fully satisfied and properly documented.

iii. Activity 14.3: Develop Request for Proposals (RFP) - The Transaction Advisor must prepare an RFP document in accordance with best industry practice, consistent with the results of the comprehensive bankable feasibility study, as well as other requirements associated in these Terms of Reference. The RFP must, at a minimum, establish the following:

- The MMM's required Project output specifications.
- Structural and compliance requirements for valid bids.
- A detailed risk profile, as established in the feasibility study and other tasks associated with this ToR.
- The proposed payment mechanism.
- BEE targets, (if applicable).
- Specific steps associated with the bid process.
- Evaluation criteria for identifying and selecting the preferred contractor.
- Processes and protocols for bidder communication.

iv. Activity 14.4: Develop a draft agreement, if necessary - The TA must prepare a draft agreement based on National Treasury's Standardised Provisions, ensuring close liaison with the MMM and ISA throughout the drafting process.

v. Activity 14.5: Develop Documentation for approval by MMM, ISA and National Treasury approval - The TA must compile all the documentation necessary to seek and obtain ISA, MMM and National Treasury approvals in terms of regulations to enable the commencement of procurement process.

vi. Activity 14.6: Support the administration of the bidding process - The TA will provide all necessary administrative support to the MMM to ensure the efficient and professional management of the tender process. This includes managing and facilitating structured engagement between the MMM and bidders, supporting effective communication with bidders, managing the receipt of bids, and developing a Value for Money analysis of the proposals received.

vii. Activity 14.7: Support Contractor Agreement Negotiations and Finalisation - The TA must assist the MMM during final negotiations with the preferred contractor and any off-take partners. This includes preparing suitable negotiations terms, categorizing issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching agreement.

The TA must ensure that all agreements reached during the negotiations are incorporated into all the financial, commercial and legal documentation. The TA must also assist with drafting the necessary correspondence and supporting documents.

Additionally, The TA is responsible for preparing all necessary submissions for the MMM to obtain the necessary approvals. The final negotiated terms of the agreement must be submitted to ISA for their approval.

- viii. Activity 14.8: Develop a Comprehensive Management and Monitoring Plan -** Irrespective of the type of contract concluded, the MMM is required to monitor project performance, and will receive assistance from the ISA. The TA will, in close coordination with the MMM, draft a comprehensive project management and monitoring plan. At a minimum, this plan must outline all procedures required to monitor the performance of the agreement/s throughout the full-term or duration of the Project.

B. Task 15 – Close-Out report and case Study

The TA must prepare and provide a comprehensive Final Report to the MMM and ISA, containing an Executive Summary, key findings, recommendations, and conclusions of the Study, and shall incorporate all relevant documents and reports.

3.3. Additional information

3.3.1. The following information will be made available to the successful bidder:

- a) Preliminary Engineering Design of Maselspoort Wastewater Treatment Works (Revision 4, updated 2025).
- b) A condition assessment report for various wastewater treatment works within the Mangaung Metropolitan Municipality (including Bloemspruit WWTW and North-Eastern WWTW).
- c) Greater Bloemfontein Water System Assessment Report.
- d) Technical Feasibility Study – Re-use of Effluent: Re-use Pipeline and Mockes Dam Volume Balance (completed in 2017).
- e) Report - Re-use Mangaung 06-05-2025.

3.3.2. Available documents for all bidders:

Table 1: List of annexures

| | | |
|----|--|---|
| a) | Annexure 0: ISA 5 Case Model Business Case Guideline | ISA-Journey_Navigating-Infrastructure-Project-Appraisal-Approval_2024.pdf |
| b) | Annex A: Technical Requirements and Scope of Project | ANNEX A Maselspoort WTW TA ToR - Technical Requirements.pdf |
| c) | Annex B: Table of Contents of the Bankable Feasibility Study | ANNEX B Maselspoort WTW TA ToR - Table of Contents.pdf |
| d) | Annex C: Terms of Reference Technical Options | ANNEX C Maselspoort WTW TA ToR - Modernisation and Upgrade.pdf |
| e) | Annex D: Terms of Reference ESIA | ANNEX D Maselspoort WTW TA ToR - Project ESIA.pdf |
| f) | Annex E: Terms of Reference for Socio-Economic Analysis | ANNEX E. ToR Socio-Econ Analysis Maselspoort WWTW.pdf |
| g) | Annexure to Annex E | ANNEXURE to Annex E To Maselspoort WTW TA ToR for CBA.pdf |
| h) | Annex F: Terms of Reference Gender Action Plan | ANNEX F Terms of Reference Gender Action Plan.pdf |

| | | |
|----|--|---|
| i) | Water Re-Use Project Maselspoort Water Treatment Works Upgrade Phase 1 and Recycling Pipelines | Report - Re-use Mangaung 06-05-2025.pdf |
| j) | Budget Facility for Infrastructure Circular, 2025 | A Circular for the Consideration of Proposals by the BFI.pdf |
| k) | Contracting Arrangements | Case-study-on-Delivery-Management-of-Infrastructure-Projects-in-the-Public-Sector.pdf (gtac.gov.za) |

3.4. General

- A Project Steering Committee will be constituted during the project initiation phase to provide oversight into the project, comprising resources from ISA, WPO, and the service provider.
- ISA will chair the Project Steering Committee (PSC) meetings, while the service provider provides secretariat services monthly.
- A Project kick-off meeting as mentioned in a prior section is required to meet and introduce the respective teams and ensure alignment with the Project Steering Committee (PSC).
- Project Inception Report detailing; assumptions, methodology, schedule, document delivery and payment schedule, risks, dependencies and team roles and responsibilities.
- Fortnightly alignment meetings will be held with the PSC in which the Service Provider will present project progress (PowerPoint).
- Prior to Contacting Any Third Parties to obtain information or discuss the project details, the Bidder shall inform the client.
- Before Engaging Interested and Affected Parties, it is required that the bidder inform the client in advance.
- All Detailed Design Documentation (Narratives and PowerPoints), technical studies and data collected during this study shall be provided by the Bidder to ISA/MMM in native format with references.
- Final Close-out Presentation by the Service Provider (PowerPoint).
- Any additional Ad-hoc Presentation to ISA Management and MMM.

4. Project timelines

The service provider will be required to start immediately after the award and complete the assignment within a period of twenty-four (24) months.

5. TECHNICAL EVALUATION CRITERIA

5.1. Other Technical Requirements

The service provider must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

| 5.1.1. BIDDER'S EXPERIENCE | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|--------|------------------|------------|
| <p>The bidder must have relevant experience in providing Transaction Advisory services (technical, financial, commercial and/or legal) for the development of PPPs for infrastructure projects including water, wastewater, bulk water supply, water reuse or similar complex infrastructure projects, in South Africa and/or internationally.</p> <p>Such services shall have included, as applicable, cost-benefit analysis (CBA), financial modelling, project structuring, risk allocation, and preparation of procurement documentation.</p> <p>To substantiate, the bidder must provide three (3) references (not older than 15 years) a contactable reference must be given (name, designation, and relationship in the project, email, and telephone). If such information is not given, the reference shall be deemed to be invalid.</p> <p>Refer to Table (A) Annexure 1 of this document for the response format provided.</p> | | | |
| Substantiate / Comments | | | |

| 5.1.2. BIDDER'S PROPOSED METHODOLOGY AND APPROACH | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|--------|------------------|------------|
| <p>The proposed approach is tailored to the project's specific objectives and methodology and remains flexible enough to adapt to changes during implementation. The quality management plan and risk-management approach are aligned to the project's critical requirements. The bidder's methodology satisfactorily addresses the seven required methodological components.</p> <p>To substantiate, the bidder must clearly define the methodological approach and provide a detailed step-by-step plan demonstrating how the approach will ensure delivery of the project objectives and outputs within the required timelines.</p> <p>At a minimum, the methodology must address the following seven critical components:</p> <ul style="list-style-type: none"> i. Needs Analysis ii. Solution Options Analysis iii. Project Due Diligence iv. Value Assessment (Financial Model) v. Economic Valuation (Cost–Benefit Analysis) vi. Procurement Plan vii. Bankable Feasibility Study Report, including revision of the feasibility study where required | | | |
| Substantiate / Comments | | | |

| 5.1.3. BIDDER'S PROPOSED PROJECT PLAN | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|--------|------------------|------------|
| <p>The bidder must submit a detailed project plan, which will compliment and align with the above proposed methodology. The plan needs to align with the project duration of a maximum of twenty-four (24) months from date of appointment, including the duration of each of the three Stages. The project plan is to be in a form of a Work Breakdown Structure (WBS) and timeframes in a Gantt Chart format.</p> | | | |
| Substantiate / Comments | | | |

| 5.1.4. QUALIFICATIONS, EXPERIENCE AND SKILLS OF KEY PERSONNEL | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|---|--------|------------------|------------|
| <p>The bidder's personnel for the proposed team must have relevant qualifications, skills, and experience in providing financial, technical, and legal advisory services in related infrastructure projects. The team must include the following as a minimum:</p> <ul style="list-style-type: none"> i. Project Leader: Must hold minimum NQF level 8 qualification in engineering, finance, economics, the built environment or a related discipline, and must have at least 12 years or more post-professional registration experience. Must have experience in infrastructure feasibility studies and/or PPP transaction advisory. ii. Engineer (wastewater treatment / Water Reuse specialist): Must hold a minimum of NQF level 8 qualification in civil engineering or chemical / process engineering and must be professionally registration with ECSA. Must also have a minimum of 12 years experience in, <ul style="list-style-type: none"> o Municipal wastewater reuse and treatment systems including reuse management planning, o Design of water reuse systems and/or, o Operation and Maintenance of water reuse treatment plant. iii. Legal, Regulatory and Risk Management/PPP Expert: Must hold a minimum of NQF level 8 qualification in Law or related discipline and be professionally registered with the Legal Practice Council (LPC) or admitted as an attorney of the High Court of South Africa, when providing legal advisory services. The expert must also have a | | | |

| 5.1.4. QUALIFICATIONS, EXPERIENCE AND SKILLS OF KEY PERSONNEL | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|--|--------|------------------|------------|
| <p>minimum of 12 years' experience in:</p> <ul style="list-style-type: none"> ○ Drafting and negotiating complex infrastructure and/or PPP agreements through to financial close. ○ Regulatory compliance including BEE requirements in public sector projects. ○ Risk identification, allocation and development of risk matrices for PPPs or large-scale infrastructure projects. ○ Contract management and commercial negotiations. <p>iv. Municipal Finance/Infrastructure Investment Analysis and Project Finance/Financial modelling Expert: Must hold a minimum of NQF level 8 qualification in finance and be professionally registered with either SAICA, SAIPA, CFA Institute, or CIMA. The expert must also have a minimum of 10 years' experience in infrastructure financial modelling and infrastructure project finance structuring.</p> <p>v. Environmental, Social and Occupational Health and Safety Specialist: Must hold a minimum of NQF level 7 qualification in Environmental Management, Environmental Science, or a related field, and be professionally registered with EAPASA or an equivalent recognised professional body. The expert must also have a minimum of 10 years' experience in environmental and social impact assessments for water and/or wastewater infrastructure projects.</p> <p>vi. Cost Benefit Analysis & Socio- Economic Impact Analysis Specialist: must hold a postgraduate degree or its equivalent in Development Finance, Economics, Econometrics, Statistics or related field, and a minimum of 10 years of relevant experience in socio-economic analysis of water and sanitation water reuse projects. Demonstrable previous experience in these sectors using CBA and CEA methodologies confers an added advantage.</p> <p>vii. Stakeholder Engagement Specialist/Social Science Expert: Must hold a minimum of NQF level 7 qualification. Must have 7 years or more relevant professional experience in a minimum of two of the following:</p> <ul style="list-style-type: none"> ○ Management of labour, | | | |

| 5.1.4. QUALIFICATIONS, EXPERIENCE AND SKILLS OF KEY PERSONNEL | COMPLY | PARTIALLY COMPLY | NOT COMPLY |
|--|--------|------------------|------------|
| <ul style="list-style-type: none"> ○ Community health and safety, ○ Land acquisition, ○ Livelihood restoration issues, ○ Design and implementation of stakeholder engagement and community development plans, ○ Conflict resolution and ○ Community relations issues with indigenous peoples. <p>viii. Any other relevant resource the bidder deems necessary to be part of the team.</p> <p>Note: A proposed key resource may fulfil no more than two (2) functional roles in this assignment, provided they fully meet the qualification and experience criteria for each role. If a single resource is proposed for dual roles, the bidder must demonstrate adequate time allocation and capacity to ensure effective and unbiased delivery of both responsibilities.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The structure and composition of the proposed team and team leader, clearly outlining the main disciplines/specialties of this project and the key personnel responsible for each specialty. Please refer to Table (b) Annexure 1 of this document for the format in which the required information must be provided. • CVs of all key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of this project as outlined above. • For international qualifications, bidders must provide SAQA accreditation verification. | | | |
| Substantiate / Comments | | | |

SECTION 3: COST PROPOSAL

SECTION 3: COST PROPOSAL

1. **NOTE: All prices must be VAT inclusive (where applicable) and must be quoted in South African Rand (ZAR).**

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

| | |
|-----|----|
| YES | NO |
|-----|----|

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.

3. All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

| | | |
|---|-----|----|
| 4. Is the proposed bid price linked to the exchange rate? | Yes | No |
| | | |
| <i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i> | | |

| | | |
|--|--------|------------|
| 5. Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice. | Comply | Not Comply |
| | | |

6. COSTING MODEL

| Activity/ Deliverable | Rate perhour / perresource | No. of hours | Rate per Hour | Total Cost (VAT Excl.) |
|--|----------------------------|--------------|---------------|------------------------|
| Inception (Stage 1) | | | | |
| Task 1 - Inception Plan and Schedule | | | | |
| Task 2 - Data Collection and project steering meetings | | | | |
| Task 3 – Demand Analysis | | | | |
| Task 4 - Technical Options Analysis | | | | |
| Task 5 - Service Delivery Option Analysis | | | | |
| Task 6 - Delivery Mechanism Summary and Interim Recommendations Report | | | | |
| Comprehensive Bankable Feasibility (Stage 2A) | | | | |
| Task 7 - Project Readiness, Legal Due Diligence and Environmental Authorisations | | | | |
| Task 8 - Value Assessment and Financial Viability | | | | |
| Task 9 - Procurement Plan | | | | |
| Task 10 - Comprehensive Bankable Feasibility Study Report – Draft | | | | |
| Task 11 – Comprehensive Bankable Feasibility Study Report – Final | | | | |
| Preparation of Business Cases (Stage 2B) | | | | |
| Task 12 - Intermediate Business Case (IBC) | | | | |
| Task 13 – Compiling the 20–25-page Business Case summary | | | | |
| Implementation (Stage 3) | | | | |
| Task 14 - Procurement | | | | |
| Task 15 - Close-Out Report and Case Study | | | | |
| DISBURSEMENTS | | | | |
| SUB-TOTAL PRICE (VAT EXCL.) | | | | |
| VAT AT 15% (IF APPLICABLE) | | | | |
| TOTAL BID PRICE (VAT INCL.) | | | | |

Note: Bidder to name / list the resource/s to be allocated for the different deliverables

The bidder must provide a detailed breakdown of the Disbursements as follows:

| Cost Element | Cost (VAT Excl.) |
|--------------------------------|------------------|
| | |
| | |
| | |
| Sub-Total Disbursements | |

Note on pricing:

Disbursements (incidental expenses other than professional fees e.g., travel and accommodation, printing costs, etc.) must be clearly defined, outlining all assumptions. It is of utmost importance to submit clear and comprehensive cost proposals to allow the IDC to fairly compare bid price / cost proposals. If there is no additional fee envisaged for Disbursements, then the bidder must clearly indicate “No Charge / Free of Charge”. Failure to clearly indicate this, would result in IDC penalising your bid response by taking the cost of the highest bidder and adding 50% thereto and apply this rate for purposes of price comparisons. Bidders are therefore requested to respond clearly and comprehensively on this aspect of their bid response.

SUMMARY OF THE PROPOSAL

| DESCRIPTION | BIDDER'S PROPOSAL |
|---------------------------------|--------------------------|
| Number of resources (personnel) | |
| Project duration (in hours) | |
| Project duration (in months) | |
| Commencement Date | |

PRICE DECLARATION FORM

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no., **T11/03/26** the General Conditions, and all other Annexures to the RFP Document, we offer to provide **APPOINTMENT OF A TRANSACTIONAL ADVISOR FOR A BANKABLE FEASIBILITY STUDY AND BUSINESS CASE FOR THE MASELSPOORT WATER TREATMENT WORKS WATER REUSE PROJECT** to IDC as specified in this RFP document.

R..... (Including VAT)

In words

R..... (Including VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that IDC will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer; we will commence with the provision of the required service when required to do so by the IDC.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

ANNEXURE 2: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

Request for Proposal No: _____
 Name of Bidder: _____
 Authorised signatory: _____
 Name of Authorised Signatory _____
 Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders that are registered on the Central Supplier Database (CSD) of National Treasury are required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:

| | |
|--------------------------------------|--|
| Supplier Number | |
| Unique registration reference number | |

BIDDING STRUCTURE

| | |
|---|--|
| Indicate the type of Bidding Structure by marking with an 'X': | |
| Individual Bidder | |
| Joint Venture/ Consortium | |
| Prime Contractor with Subcontractors | |
| Other | |

REQUIRED INFORMATION

| | |
|------------------------------|--|
| If Individual Bidder: | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |

| | |
|---|--|
| If Joint Venture or Consortium, indicate the following for each partner: | |
| Partner 1 | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |

| Partner 2 | |
|---|--|
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Scope of work and the value as a % of the total value of the contract | |

| If bidder is a Prime Contractor using Sub-contractors, indicate the following: | |
|---|--|
| Prime Contractor | |
| Name of Company | |
| Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Sub-contractors | |
| Name of Company | |
| Company Registration Number | |
| Vat registration Number | |
| Contact Person | |
| Telephone Number | |
| Cellphone Number | |
| Fax Number | |
| Email address | |
| Postal Address | |
| Physical Address | |
| Subcontracted work as a % of the total value of the contract | |

ANNEXURE 3: TAX COMPLIANCE REQUIREMENTS

| 1. TAX COMPLIANCE REQUIREMENTS | | |
|---|-----------------------------------|--|
| 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | | |
| 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | | |
| 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. | | |
| 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. | | |
| 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. | | |
| 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | | |
| 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | |
| 2.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 2.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 2.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 2.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</p> | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | |

ANNEXURE 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

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;

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

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

ANNEXURE 5: SHAREHOLDERS AND DIRECTORS INFORMATION

[Note to the bidder: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

1 Shareholders/ Members

| Name of the shareholder | ID Number | Race | Gender | % Shares |
|-------------------------|-----------|------|--------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

2 Trust Information

With reference to point 8.6 IDC Rights, should a trust form part of the Company / Group structure then the following must be submitted as part of your proposal.

| | |
|--|---|
| Documents necessary to verify the Identity of a Trust | <input type="checkbox"/> Copy of trust deed or other founding document by which trust is created. <input type="checkbox"/> Letters of authority (as issued by the Master of the High Court) <input type="checkbox"/> Personal details of each Trustee, each Beneficiary, the Founder, and the person authorised to act on behalf of the Trust |
|--|---|

3 Black Shareholders/ Members as per the B-BBEE Certificate

| Name of the shareholder | ID Number | Race | Gender | % Shares |
|---|-----------|------|--------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Black Shareholding % as per the current and valid B-BBEE Certificate | | | | |

4 Directors

| Name of the shareholder | ID Number | Race | Gender |
|-------------------------|-----------|------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE 6: BEE COMMITMENT PLAN

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the Specific Goals which requires the bidder to have a valid B-BBEE certificate or a sworn affidavit in case of a EME or QSE.

Bidders are therefore required to submit a B-BBEE improvement plan in view of the new B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

ANNEXURE 7: DISCLOSURE STATEMENT

In terms of the tender condition 8.6, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

1. The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to apply its objective criteria to award any bidders whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
2. To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct): any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 2.1. any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 2.2. any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
3. Where the bidder is a consortium, the disclosure statement referred to in paragraph 2.2 above must be made separately in respect of each consortium partner.
4. In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 2.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
5. The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 2.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
6. Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right not to award a contract or order.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

ANNEXURE 8: PRIVACY & PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 REQUIREMENTS

| | |
|---------------------------------|--|
| Request for Proposal No: | |
| Name of Bidder: | |
| Authorised signatory: | |

Protecting personal information is important to the Industrial Development Corporation (IDC). To do so, IDC follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

IDC's role as a responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective clients, third parties, suppliers, and operators.

Who is an Operator? A person or body/ entity which processes personal information for the IDC in terms of a contract or mandate.

Who is a Supplier? a natural or juristic person that provides a product or renders a service to the IDC. A supplier could also be considered as an operator, an independent responsible party or (together with IDC) a joint responsible party.

If the supplier or business partner provides IDC with its related persons' personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and processing of their personal information with/by IDC. IDC will process the personal information of related persons as stated under a contractual agreement or as required by any related legislation.

Examples of the personal information of the supplier or business partner where relevant may include (but are not limited to): financial information, including bank statements provided to the IDC; invoices issued by the supplier or business partner; the contract/ legal agreement between the IDC and the supplier or business partner; other identifying information, which includes company registration numbers, VAT numbers, tax numbers and contact details; marital status and matrimonial property regime (e.g. married in community of property); nationality; age; language; date of birth; education; financial history; identifying numbers (e.g. an account number, identity numbers or passport numbers); email address; physical address (e.g. residential address, work address or physical location); information about the location (e.g. geolocation or GPS location); telephone numbers; online and other unique identifiers; social media profile/s; biometric information (like fingerprints, facial recognition signature; race; gender; sex; criminal history).

Example of Special personal information is personal information about the following: · criminal behaviour, or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings; religious and philosophical beliefs; trade union membership; political beliefs; health, including physical or mental health, disability, and medical history; or biometric information (e.g. to verify identity).

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the IDC and is considered an operator of the IDC, the supplier or the business partner will be required to adhere to the obligations set out in the IDC data privacy or POPIA policy. This policy sets out the rules of engagement in relation to how personal information is processed by suppliers and business partners on behalf of the IDC as well as the minimum legal requirements that IDC requires the suppliers and business partners to adhere to, including compliance with POPIA as summarised in the below table.

| ITEM | GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION | YES | NO |
|------|--|---------------------------------|--------------------------------|
| 1. | <p>Accountability</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | <p>Processing Limitation</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | <p>Purpose Specification</p> <p>All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | <p>Further Processing Limitation</p> <p>Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. | <p>Information Quality</p> <p>The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. | <p>Open Communication</p> <p>Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. | <p>Security Safeguards</p> <p>It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal Information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. | <p>Data Subject Participation</p> <p>A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I, _____ (print name) hereby certify that the information, facts, and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company/ Entity: _____

Company/ Entity Registration Number: _____

Company/ Entity VAT Registration Number: _____

Signature (Company/ Entity Representative)

Date