

RFB ANNEXURES

The following returnables/schedules must be completed, and documents submitted by the bidder as part of the bid submission. **If the space is inadequate, the bidder must append additional/supplementary tables/sheets to comply with the bid requirements.** Each other/extra sheet must be cross-referenced appropriately, firmly appended to the relevant returnable/schedule, or otherwise included. They will not inadvertently be detached from the bid submission. A complete contents list of all supplementary sheets, including those that may be attached to the returnables/schedules, must be provided by the bidder. References given are for guidance only and not necessarily exclusive of other pertinent information in this RFB. The bidder must sign each page of each schedule, including any supplementary tables.

Apart from providing data in the Agreement, the information and documents provided in the returnables/schedules are material to the bid evaluation and will assess how well the bidder has complied with this RFB.

ANNEX.	MANDATORY / NON-MANDATORY	DOCUMENT TYPE	DESCRIPTION
A	NON-MANDATORY	FUNCTIONALITY	COMPANY EXPERIENCE
B	NON-MANDATORY	FUNCTIONALITY	PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL
C	NON-MANDATORY	COMPLIANCE	METHODOLOGY
D	NON-MANDATORY	COMPLIANCE	SANAS VERIFIED B-BBEE CERTIFICATE OR SWORN AFFIDAVIT
E	NON-MANDATORY	AGREEMENT	JOINT VENTURE AGREEMENT OR MEMORANDUM OF AGREEMENT AND POWER OF ATTORNEY
F	NON-MANDATORY	AGREEMENT	DECLARATION OF JOINT AND SEVERAL LIABILITY
G	NON-MANDATORY	PRICE	LETTER OF OFFER BY THE BIDDER
H	MANDATORY	PRICE	SUMMARY OF COST ESTIMATE
I	NON-MANDATORY	PRICE	PERSONNEL COSTS
J	NON-MANDATORY	PRICE	PERSONNEL BILLING RATES
K	NON-MANDATORY	PRICE	PERSONNEL MARK-UP FACTORS
L	NON-MANDATORY	PRICE	DIRECT REIMBURSABLE COSTS
M	NON-MANDATORY	PRICE	CASH FLOW
N	NON-MANDATORY	ADMINISTRATIVE	MANPOWER SCHEDULE
O	NON-MANDATORY	ADMINISTRATIVE	PROGRAMME AND CHARTS
P	NON-MANDATORY	COMPLIANCE	REQUEST FOR BID (SBD1)
Q	NON-MANDATORY	COMPLIANCE	BIDDERS DISCLOSURE (SBD 4)
R	NON-MANDATORY	COMPLIANCE	IN TERMS OF PPR 2022 (SBD 6.1)
S	NON-MANDATORY	AGREEMENT	AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT **
T	NON-MANDATORY	AGREEMENT	SCHEDULE OF QUALIFICATIONS

** The Agreement form will be signed with the preferred bidder after evaluation of bids, i.e. contract award.

ANNEXURE A1: COMPANY EXPERIENCE: BULK WATER SUPPLY AND INTEGRATED WATER SERVICES PLANNING

- i) The bidder should demonstrate experience by listing the appropriate projects per the form below. The bidder's evidence to clearly demonstrate services performed in the field of integrated bulk water supply and water services infrastructure planning, including the development of regional water supply masterplans, infrastructure gap assessments, and prioritized project pipelines for Water Service Authorities (WSAs), Water Boards and District Municipalities.
- ii) **In the case where the services listed were performed as a sub-consultant(s) or within a consortium or joint venture, this should be clearly stated, with an indication of the proportions (company person-months versus total project person-months) and the nature of the services rendered by each participant.**

No.	Project name and brief description *	Commencement and completion dates	Details of services rendered	Name of client/employer, and contact person's name, number and or email
1				
2				
3				
4				
5				
6				
...				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
(of the person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE A2: COMPANY EXPERIENCE: WATER DEMAND ANALYSIS AND SCENARIO DEVELOPMENT

- i) The bidder should demonstrate experience by listing the appropriate projects per the form below. The bidder's evidence to clearly demonstrate services performed in the field of developing a multi-sector water demand analyses and projections for government departments, municipalities, Water Service Authorities, irrigation schemes and industrial users. Experience should include the development of demand scenarios that explicitly link projected demand growth to the scale, timing, and configuration of bulk water supply infrastructure, and that have been used to support government funding applications or infrastructure investment decisions.
- ii) **In the case where the services listed above were performed as a sub-consultant(s) or within a consortium or joint venture, this should be clearly stated, with an indication of the proportions (company person-months versus total project person-months) and the nature of the services rendered by each participant.**

No.	Project name and brief description *	Commencement and completion dates	Details of services rendered	Name of client/employer, and contact person's name, number or email
1				
2				
3				
4				
5				
6				
...				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:

(of the person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE A3: COMPANY EXPERIENCE: OPTIONS ANALYSIS, WATER SUPPLY CONFIGURATION AND LIFECYCLE COSTING

- i) The bidder should demonstrate experience by listing the appropriate projects per the form below. The bidder's evidence to clearly demonstrate services performed in the field of conducting structured options analyses for bulk water supply configurations, including the comparative assessment of centralized and decentralized Water Treatment Works models, underpinned by full lifecycle costing. Experience should demonstrate the firm's ability to develop and model alternative water supply configurations and to produce recommendations that are defensible for submission to National Treasury or equivalent oversight bodies.
- ii) **In the case where the services listed above were performed as a sub-consultant(s) or within a consortium or joint venture, this should be clearly stated, with an indication of the proportions (company person-months versus total project person-months) and the nature of the services rendered by each participant.**

No.	Project name and brief description *	Commencement and completion dates	Details of services rendered	Name of client/employer, and contact person's name, number or email
1				
2				
3				
4				
5				
6				
...				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
(of the person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE A4: COMPANY EXPERIENCE: INFRASTRUCTURE FUNDING ALIGNMENT AND LARGE-SCALE PROJECT FINANCIAL VIABILITY

- i) The bidder should demonstrate experience by listing the appropriate projects per the form below. The bidder’s evidence to clearly demonstrate services performed in the field of large-scale water infrastructure project development and financial viability assessment, including the alignment of project pipelines to public sector funding streams (MIG, RBIG, WSIG, BFI and equivalent grants), the development of multi-year funded implementation plans, and the preparation of funding applications or fiscal motivations submitted to National Treasury or the Budget Facility for Infrastructure. Experience should include projects where the firm's financial modelling or funding alignment work directly supported a successful capital funding approval.
- ii) **In the case where the services listed above were performed as a sub-consultant(s) or within a consortium or joint venture, this should be clearly stated, with an indication of the proportions (company person-months versus total project person-months) and the nature of the services rendered by each participant.**

No.	Project name and brief description *	Commencement and completion dates	Details of services rendered	Name of client/employer, and contact person’s name, number or email
1				
2				
3				
4				
5				
6				
...				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
 (of the person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE B: PERSONNEL EXPERIENCE

The bidder should determine and indicate the human resources as follows:

- i) All personnel categories and positions proposed per Manpower Schedule, including South African black professional people and key personnel below and their relationships per Organisational Structure.
 - Parent firm/company in abbreviation and brackets after each personnel.
 - Concise statement of the duties of each personnel, the suitability of their qualification(s) and concise experience record.
- ii) The bidder should submit CVs for key personnel in the format below - Curricula Vitae (CVs) of all key personnel identified by the TCTA for evaluation, i.e. bid. Each CV shall provide the following information:
 - Name, age, the parent firm, nationality and position in project organisation;
 - Demographic Status as defined in the Employment Equity Act No.55 of 1998;
 - Educational qualifications;
 - Professional qualifications (societies, honorary, publications, etc.);
 - Valid professional registrations and registration numbers;
 - Relevant experience (actual duties performed, degree of responsibility and management level must be indicated), including locations, dates and durations of assignments, starting with the latest;
 - Summary of other experiences;
 - Proficiency in speaking, reading and writing in English; and
 - Signature of the individual.
- iii) Much importance will be placed on the qualifications and experience of the personnel proposed. The bidder must ensure that, if selected, the nominated persons will be assigned as proposed. If the person is not available, then the bidder may replace the person with an equal or better alternative, subject to approval by the TCTA. Failure to do so may result in the annulment of any acceptance of the bidder's submission/proposal and Agreement/contract entered into by TCTA executing the Services. Attention is drawn to Clause 3.7 of the FIDIC Client/Consultant Model Services Agreement.
- iv) TCTA may interview the key personnel of the preferred bidder during the negotiations stage.

The TCTA requires that the bidder complete the table below – list all personnel to render Services.

Position/Title	Title and Name (Nationality)	Black person (Y/N)	Youth (Y/N)	Duties, qualifications, and experience, OR refer to Key Personnel CV
Study Leader				
Deputy Study Leader				
Financial Modelling Resource				
Stakeholder Engagement Specialist/Manager				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
(of the person authorised to sign on behalf of the bidder)

DATE:

CV OF KEY PERSONNEL (1): STUDY LEADER

CV is to be submitted in the following format:

Name:

Profession:

Date of Birth:

Parent Firm:

Position in Firm:

Years with Firm:

Nationality:

BI & Male/Female Status:

Tertiary Education (and year obtained):

Professional Registrations (and year obtained):

Languages:

Please indicate your first language. If the first language is not English, please indicate proficiency in English. For other languages, please show speaking, reading and writing ability.

Countries of Work Experience:

PROPOSED POSITION ON TEAM:

KEY QUALIFICATIONS:

Please outline staff members' qualifications and training that are most pertinent to the assigned work on the team.

RELEVANT EXPERIENCE

Describe the degree of responsibility held by the staff member on relevant previous assignments and give dates and locations. For experience in the last ten years, provide types of activities performed and client references where appropriate.

SUMMARY OF OTHER EXPERIENCE

List all positions held by the staff member since graduation, giving dates, names of employing organisations and companies, the title of positions held and locations of assignments.

REFERENCES

Provide details of two contactable references or referees.

FUNCTIONALITY

Notwithstanding the above, complete the table below. The information is required for evaluation, i.e. functionality. Points will not be allocated if the table is not completed.

1. Experience in project management and similar/comparable integrated bulk water supply and water services infrastructure planning (i.e. total project value and not just consultant's cost)
2. Pr. Eng (Yes or No): _____; Registration No.: _____
Details of internationally equivalent to Pr. Eng (if relevant): _____

No.	Role / Duties	Contract Type, e.g. FIDIC Red Book	Integrated bulk water supply and water services infrastructure planning	
			Project name and brief description, and details of the study	Duration of work experience in years*
1				
2				
3				
4				
5				
...				

IMPORTANT NOTES:

1. * The "duration of work experience in years" must be relevant to the project and indicate the start and finish dates in years of professional experience on each project listed. As such, the relevant professional experience must be listed from the first year (e.g. 1997) to the last year (e.g. 2022). Also, the projects must be listed in ascending order, considering the "duration of work experience in years".
2. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/table. Where requested, and the bidder is unable to convert the table to Microsoft Word, TCTA will provide the annexure in Microsoft Word.
3. **The bidder must not make notes in the table above referencing information that is provided elsewhere in the bid submission. The table must be completed in full to ensure that points will be allocated correctly per the evaluation criteria, i.e. functionality.**

Declaration:

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in the bid for the provision of consulting services for the Mzimvubu Water Project: Integrated Water Services Masterplan and Implementation Readiness Study, for the duration and at the locations noted therein.

Signature of Staff Member

Date

CV OF KEY PERSONNEL (2): DEPUTY STUDY LEADER

CV is to be submitted in the following format:

Name:

Profession:

Date of Birth:

Parent Firm:

Position in Firm:

Years with Firm:

Nationality:

BI & Male/Female Status:

Tertiary Education (and year obtained):

Professional Registrations (and year obtained):

Languages:

Please indicate your first language. If the first language is not English, please indicate proficiency in English. For other languages, please show speaking, reading and writing ability.

Countries of Work Experience:

PROPOSED POSITION ON TEAM:

KEY QUALIFICATIONS:

Please outline staff members' qualifications and training that are most pertinent to the assigned work on the team.

RELEVANT EXPERIENCE

Describe the degree of responsibility held by the staff member on relevant previous assignments and give dates and locations. For experience in the last ten years, provide types of activities performed and client references where appropriate.

SUMMARY OF OTHER EXPERIENCE

List all positions held by the staff member since graduation, giving dates, names of employing organisations and companies, the title of positions held and locations of assignments.

REFERENCES

Provide details of two contactable references or referees.

FUNCTIONALITY

Notwithstanding the above, complete the table below. The information is required for evaluation, i.e. functionality. Points will not be allocated if the table is not completed.

1. Experience in project management, and similar/comparable integrated bulk water supply and water services infrastructure planning (i.e. total project value and not just consultant's cost)
2. Pr. Eng (Yes or No): _____; Registration No.: _____ or
Pr. Sci Nat (Yes or No): _____; Registration No.: _____
Details of internationally equivalent to Pr. Eng (if relevant): _____

No.	Role / Duties	Contract Type, e.g. FIDIC Red Book	Complete water resource planning studies	
			Project name and brief description, and details of the study	Duration of work experience in years*
1				
2				
3				
4				
5				
...				

IMPORTANT NOTES:

1. * The "duration of work experience in years" must be relevant to the project and indicate the start and finish dates in years of professional experience on each project listed. As such, the relevant professional experience must be listed from the first year (e.g. 1997) to the last year (e.g. 2022). Also, the projects must be listed in ascending order, considering the "duration of work experience in years".
2. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/table. Where requested, and the bidder is unable to covert the table to Microsoft Word, TCTA will provide the annexure in Microsoft Word.
4. **The bidder must not make notes in the table above referencing information that is provided elsewhere in the bid submission. The table must be completed in full to ensure that points will be allocated correctly per the evaluation criteria, i.e. functionality.**

Declaration:

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in the bid for the provision of consulting services for the Mzimvubu Water Project: Integrated Water Services Masterplan and Implementation Readiness Study, for the duration and at the locations noted therein.

Signature of Staff Member

Date

CV OF KEY PERSONNEL (3): SENIOR FINANCIAL MODELLER / ECONOMIST

CV is to be submitted in the following format:

Name:

Profession:

Date of Birth:

Parent Firm:

Position in Firm:

Years with Firm:

Nationality:

BI & Male/Female Status:

Tertiary Education (and year obtained):

Professional Registrations (and year obtained):

Languages:

Please indicate your first language. If the first language is not English, please indicate proficiency in English. For other languages, please show speaking, reading and writing ability.

Countries of Work Experience:

PROPOSED POSITION ON TEAM:

KEY QUALIFICATIONS:

Please outline staff members' qualifications and training that are most pertinent to the assigned work on the team.

RELEVANT EXPERIENCE

Describe the degree of responsibility held by the staff member on relevant previous assignments and give dates and locations. For experience in the last ten years, provide types of activities performed and client references where appropriate.

SUMMARY OF OTHER EXPERIENCE

List all positions held by the staff member since graduation, giving dates, names of employing organisations and companies, the title of positions held and locations of assignments.

REFERENCES

Provide details of two contactable references or referees.

FUNCTIONALITY

Notwithstanding the above, complete the table below. The information is required for evaluation, i.e. functionality. Points will not be allocated if the table is not completed.

1. Experience in the development of multi-year financial models for large-scale public-sector water infrastructure projects planning (i.e. total project value and not just consultant's cost)
2. Degree in Accounting, Economics or Finance (NQF 7) (Yes or No): _____; Qualification Description: _____
Professional Accreditation (Yes or No): _____; Registration No.: _____
Details of internationally equivalent to Pr. Eng (if relevant): _____

No.	Role / Duties	Contract Type, e.g. FIDIC Red Book	Complete water resource planning studies	
			Project name and brief description, and details of the study	Duration of work experience in years*
1				
2				
3				
4				
5				
...				

IMPORTANT NOTES:

3. * The "duration of work experience in years" must be relevant to the project and indicate the start and finish dates in years of professional experience on each project listed. As such, the relevant professional experience must be listed from the first year (e.g. 1997) to the last year (e.g. 2022). Also, the projects must be listed in ascending order, considering the "duration of work experience in years".
4. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/table. Where requested, and the bidder is unable to convert the table to Microsoft Word, TCTA will provide the annexure in Microsoft Word.
5. **The bidder must not make notes in the table above referencing information that is provided elsewhere in the bid submission. The table must be completed in full to ensure that points will be allocated correctly per the evaluation criteria, i.e. functionality.**

Declaration:

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in the bid for the provision of consulting services for the Mzimvubu Water Project: Integrated Water Services Masterplan and Implementation Readiness Study, or the duration and at the locations noted therein.

Signature of Staff Member

Date

CV OF KEY PERSONNEL (4): Stakeholder Engagement Specialist/Manager

CV is to be submitted in the following format:

Name:

Profession:

Date of Birth:

Parent Firm:

Position in Firm:

Years with Firm:

Nationality:

BI & Male/Female Status:

Tertiary Education (and year obtained):

Professional Registrations (and year obtained):

Languages:

Please indicate your first language. If the first language is not English, please indicate proficiency in English. For other languages, please show speaking, reading and writing ability.

Countries of Work Experience:

PROPOSED POSITION ON TEAM:

KEY QUALIFICATIONS:

Please outline staff members' qualifications and training that are most pertinent to the assigned work on the team.

RELEVANT EXPERIENCE

Describe the degree of responsibility held by the staff member on relevant previous assignments and give dates and locations. For experience in the last ten years, provide types of activities performed and client references where appropriate.

SUMMARY OF OTHER EXPERIENCE

List all positions held by the staff member since graduation, giving dates, names of employing organisations and companies, the title of positions held and locations of assignments.

REFERENCES

Provide details of two contactable references or referees.

FUNCTIONALITY

Notwithstanding the above, complete the table below. The information is required for evaluation, i.e. functionality. Points will not be allocated if the table is not completed.

1. Experience in project management, and similar/comparable integrated bulk water supply and water services infrastructure planning (i.e. total project value and not just consultant’s cost)
2. Degree in Communications or Development Studies (NQF 7) (Yes or No): _____; Qualification Description:

 Professional Accreditation (Yes or No): _____; Registration No.: _____
 Details of internationally equivalent to Pr. Eng (if relevant): _____

No.	Role / Duties	Contract Type, e.g. FIDIC Red Book	Complete water resource planning studies	
			Project name and brief description, and details of the study	Duration of work experience in years*
1				
2				
3				
4				
5				
...				

IMPORTANT NOTES:

5. * The “duration of work experience in years” must be relevant to the project and indicate the start and finish dates in years of professional experience on each project listed. As such, the relevant professional experience must be listed from the first year (e.g. 1997) to the last year (e.g. 2022). Also, the projects must be listed in ascending order, considering the “duration of work experience in years”.
6. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/table. Where requested, and the bidder is unable to cover the table to Microsoft Word, TCTA will provide the annexure in Microsoft Word.
6. **The bidder must not make notes in the table above referencing information that is provided elsewhere in the bid submission. The table must be completed in full to ensure that points will be allocated correctly per the evaluation criteria, i.e. functionality.**

Declaration:

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in the bid for the provision of consulting services for the Mzimvubu Water Project: Integrated Water Services Masterplan and Implementation Readiness Study for the duration and at the locations noted therein.

Signature of Staff Member

Date

ANNEXURE C: METHODOLOGY

The bidder must provide a detailed method statement:

The bidder shall demonstrate his understanding of the assignment of each task as referenced in **Appendix 1: Scope of Services** forming part of the FIDIC Client/Consultant Model Services Agreement, by indicating the nature of the project and what he considers are the objectives and the desired end products of the services to be provided. This also would be the place in which to draw attention to any significant variations or innovations that the Tenderer might wish to propose to the requirements stated in the Scope of Services.

The tender may not be accepted; if in the opinion of the client, it presents any risk in relation to the implementation of the project due to inadequate or poor proposed execution methodology, failing to demonstrate understanding of the assignment of each proposed task or any unacceptable significant variations.

**ANNEXURE D: BBEE CERTIFICATE(S) ISSUED BY A SANAS ACCREDITED
VERIFICATION AGENCY OR SWORN AFFIDAVIT(S)**

ANNEXURE E: JOINT VENTURE AGREEMENT OR MEMORANDUM OF UNDERSTANDING/AGREEMENT AND POWER OF ATTORNEY

It is not a requirement for the bidder to register the joint venture or consortium as a legal entity or to enter into a formal agreement between interested entities to submit a bid. A letter of intent, signed by the duly authorised representatives of all the members, will suffice for the bidding stage showing percent participation of each member. Once the bidder is shortlisted, a signed agreement, with the power of attorney by each member, is required to award the contract/Agreement for the Services.

The bidder must specify percent participation of South African engineering consultancy companies or professional service providers if applicable.

ANNEXURE F: DECLARATION OF JOINT AND SEVERAL LIABILITY

The bidder should provide the relevant agreement/memorandum and declaration if bidding as a joint venture or consortium per the requirements of the Bid Conditions. ("Joint venture or consortium agreement")

ANNEXURE G: LETTER OF OFFER BY THE BIDDER

The bidder must examine all the requirements stipulated in the RFB document for the execution of the Services, including any addenda relating to the addenda and provide a Letter of Offer as follows:

- Confirm in the letter that the bidder has examined the contents of the RFB document, including all the annexures and addenda (all addenda issued by TCTA to be listed).
- Confirm in the letter that the bidder has completed all the returnables/schedules and provided all the required documents.
- Acknowledge conformity with the conditions of the RFB in the letter.
- The letter must have the total price (including VAT and escalation in Rands) to execute and complete the Services.
- Acknowledge that the Summary of Cost Estimate (including Provisional Sum items entered by TCTA) forms part of the Letter of Offer (provide/attach the completed relevant annexure).
- Stipulate the validity date of the bid submission in the letter, considering the specified Bid Validity Period.
- Confirm in the letter that the bidder will provide the specified insurances, commence with the Services per the Commencement Date and complete the Services per the Time for Completion.
- The letter must acknowledge that until a formal Agreement is prepared, the executed Letter of Offer, together with TCTA written acceptance thereof, shall constitute a binding contract between the Parties.
- Confirm in the letter that the bidder has qualifications (if any). Such qualifications must be detailed separately and provided/attached with/to the bidder's Letter of Offer.
- The letter (with the abovementioned attachments) must be signed and dated by the person authorised to sign on behalf of the bidder.

ANNEXURE H: SUMMARY OF COST ESTIMATE

No	Cost Elements	Total (R)
1	TASK 1: INCEPTION REPORT Deliverable: Inception Report (incl. Gap Assessment, Demand Analysis, WSA Baseline, Stakeholder Register)	
1.1	a) Review of Existing Planning and Baseline Data Compilation b) Infrastructure Gap Assessment and Field Investigations c) Water Demand Analysis d) Stakeholder Register and Engagement Initiation e) Inception Report Compilation and Submission	
1.2	Subtotal Costs	
2	TASK 2: ANALYSIS AND PLANNING Deliverable: Options Analysis Report (Lifecycle Cost Comparison, WTW Feasibility, Updated Costs, Preferred Config)	
2.1	a) Options Analysis — Three Principal Configurations b) WTW Upgrade Feasibility and Cost Assessment c) Lifecycle Cost Modelling d) Institutional Capacity Assessment and Preferred Option e) Options Analysis Report Compilation and Submission	
2.2	Subtotal Costs	
3	TASK 3: INTEGRATED WATER SERVICES MASTERPLAN Deliverable: Mzimvubu Integrated Water Services Masterplan; Prioritised Project Pipeline	
3.1	a) Masterplan Development b) Project Pipeline Definition and Sequencing c) Greenfields-to-Brownfields Integration d) WSDP Alignment and Masterplan Report	
3.2	Subtotal Costs	
4	TASK 4: FUNDABLE IMPLEMENTATION PROGRAMME Deliverable: Funded Project Pipeline; Phased Implementation Plan; Funding Alignment Matrix	
4.1	a) Funding Alignment and Funded Pipeline b) Phased Implementation Plan and WSDP Incorporation c) Implementation Programme Report Compilation	
4.1	Subtotal Costs	
5	TASK 5: COST AND AFFORDABILITY REPORT AND FUNDING MODEL Deliverable: Revised BFI Application Package; Multi-Year Funding Model; Full-Cost Affordability Report; Fiscal Risk Register	
5.1	a) Financial Modelling b) Sensitivity Analysis and NT BFI Engagement c) BFI Application Package and Risk Register	
5.2	Subtotal Costs	
6	TASK 6: STAKEHOLDER ENGAGEMENT AND INSTITUTIONAL ALIGNMENT Deliverable 6: Signed MoAs (min 4); Off-Take Agreements (min 3); FOCAC Project Brief; Stakeholder Engagement Plan	
6.1	a) Ongoing Structured Stakeholder Engagement b) Memoranda of Agreement — MoAs (minimum 4) c) Off-Take Agreements (minimum 3 — BFI-1712 Critical Requirement) d) FOCAC Documentation and Stakeholder Plan	
6.2	Subtotal Costs	

7	TASK 7: PROJECT MANAGEMENT Deliverable: All Final Reports; DWS GeoDatabase Populated; BFI Submission Package Complete — Study Closed	
7.1	a) Study Administration and Governance b) Monthly Progress Reporting c) Risk Register and Programme Management d) Final Consolidation and Study Closeout	
7.2	Subtotal Costs	
8	TASK 8: SKILLS DEVELOPMENT — CIDB B.U.I.L.D. PROGRAMME Deliverable: comply with the set requirements and contract skills development goals in accordance with the Government Gazette No. 48491 of 28 April 2023: CIDB Standard for Developing Skills through Infrastructure Contracts (31 March 2023)	
8.1	8.1 Skills Development as per CIDB B.U.I.L.D Programme	
8.2	Subtotal Costs	
9	Total Cost (1.2 + 2.2 + 3.2 + 4.2 + 5.2 + 6.2 + 7.2 + 8.2) VAT Excl.	
10	VAT	
11	Total Cost VAT Incl.	

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
(of person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE I: PERSONNEL COSTS

- i) The bidder should provide schedules of personnel costs based on the Programme and Charts, Manpower Schedule (person-months carried from this schedule) and Personnel Billing Rates.
- ii) Support personnel such as secretaries, typists, messengers and clerks in home offices shall not be listed separately. Costs of such support shall be deemed to be office billing rates for professional personnel.
- iii) Full details and a breakdown of the composition of all billing rates must be provided.
- iv) Prepare a separate table for each task and subtask in the Services, i.e. "Detailed Personnel Costs".
- v) Carry total amounts for each task to a summary page of personnel costs listed by task
- vi) Extend this schedule to continue the sheets, as required.

SUMMARY OF PERSONNEL COSTS

Ref. No.	Task / Sub-Task No.	Description	Personnel Time and Cost	
			Person months	Amount (R)
1	Inception Report			
		Subtotal 1. (carry to Summary of Cost Estimate):		
2	Options Analysis Report			
		Subtotal 2. (carry to Summary of Cost Estimate):		
3	Integrated Water Services Masterplan			
		Subtotal 3. (carry to Summary of Cost Estimate):		
4	Fundable Implementation Programme			
		Subtotal 4. (carry to Summary of Cost Estimate):		
5	Cost and Affordability Report and Funding Model			
		Subtotal 5. (carry to Summary of Cost Estimate):		
6	Stakeholder Engagement and Alignment			
		Subtotal 6. (carry to Summary of Cost Estimate):		
7	Project Management			
		Subtotal 7. (carry to Summary of Cost Estimate):		
8	Skills Development as per CIDB B.U.I.L.D Programme			
		Sub-Total 8. (carry to Summary of Cost Estimate):		
TOTAL PERSONNEL COST (Sub-Totals 1+2+3+4+5+6+7+8):				

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
(of person authorised to sign on behalf of the bidder)

DATE:

DETAILED PERSONNEL COSTS

Task / Subtask No _____ Task / Sub-task Title _____

Ref. No.	Cost Element			Person-months	Billing Rate	Amount
	Personnel Category	Position or Title	Name			Consultant
e.g., H001	Level 11	Project Manager	Mr Tom Harris	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Etc.						
	Task / Subtask Total					

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
 (of person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE J: PERSONNEL BILLING RATES

- The bidder should provide the data below for each personnel.
- All positions should be indicated, and all personnel' names should be provided.
- Mark-up factors brought forward from "Personnel Mark-up Factors".
- Carry billing rates to "Personnel Costs".
- The period applicable to the billing rates is one calendar month.
- Salary = Cost-To-Company Remuneration.

Average Cost-To-Company		Personnel in Home Office			Personnel Resident on Site		
Annual	Monthly	Category	Mark-up	Rate	Category	Mark-up	Rate
		H1			R1		
		H2			R2		
		H3			R3		
		H4			R4		
		H5			R5		
		H6			R6		
		H7			R7		
		H8			R8		
		H9			R9		
		H10			R10		
		H11			R11		
		H12			R12		

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:
 (of person authorised to sign on behalf of the bidder)

DATE:

ANNEXURE K: PERSONNEL MARK-UP FACTORS

- The following mark-up factors (multipliers) are to be provided.
- Carry total mark-up factors must be carried to "Personnel Billing Rates".

Ref No	Personnel Category	Mark-up Factor (Multiplier) %
1	Personnel in Home Office	
1.1	Cost-to-company remuneration	
1.2	Overtime	
1.3	Company overhead	
1.4	Support Staff	
1.5	Other (to be detailed by the Consultant)	
	TOTAL, as % of remuneration cost	
2	Personnel Resident on Site	
2.1	Cost-to-company remuneration	
2.2	Overtime	
2.3	Company overhead	
2.4	Support Staff	
2.5	Other (to be detailed by the Consultant)	
	TOTAL, as % of remuneration cost	

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the bidder)

ANNEXURE L: DIRECT REIMBURSABLE COSTS

- The bidder should provide an estimate of all their direct reimbursable costs, supported by detailed worksheets on separate pages.
- Each worksheet shall correspond to one item on the “Summary of Direct Reimbursable Costs”.
- The bidder must amend and add other items as s/he deems necessary.
- Reimbursable costs must be estimated at actual costs, with no mark-up.
- Where TCTA provide certain facilities and equipment per Agreement: Appendix 2 – Personnel, Equipment, Facilities and Services of Others to be Provided by the Client. The bidders must not price for such items.

SUMMARY OF DIRECT REIMBURSABLE COSTS

No.	ITEM DESCRIPTION	TASK							TOTAL
		1	2	3	4	5	6	7	
1.	International travel								
2.	Local travel								
3.	Per diem (nights away from home office) / Monthly allowances for resident staff								
4.	Consumable Materials / Supplies / Stationery / Paper, etc.								
5.	Temporary office/staff accommodation								
6.	Insurances								
7.	Administrative handling charges								
8.	Estimate of dues and charges								
9.	Utility charges								
10	Office equipment (computers; hard & software & licensing, PABX, printers, copiers etc. for field inspections								
11	Test equipment and consumables								
12	Telecommunication costs								
13	Personal protective equipment								
14	Hand tools, torches and the like								
15	staff accommodation								
16	...								

Number of sheets, appended by the bidder, comprising this table:.....(if nil, enter Nil)

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the bidder)

ANNEXURE M: CASH FLOW

- i) Using the programme, person-month schedule and estimate of costs, the bidder must provide here an estimated cash flow by month for the duration of the Services, showing the following information:
- personnel costs
 - Consultant's fee
 - direct reimbursable costs
 - total amounts, by month
 - appropriate allowances for provisional sum items
- ii) The cash flow should include estimated escalations separately. Refer to the Agreement: Appendix 3 - Remuneration and Payment for requirements on escalation.

ANNEXURE N: MANPOWER SCHEDULE

For planning, executing and managing the Services, the bidder should break down the Services into appropriate tasks and sub-tasks. The scope of Services (Agreement: Appendix 1) contains a description of the tasks and sub-tasks considered necessary by TCTA.

The bidder must consider the above and prepare a manpower or staffing schedule considering the Time Schedule for Services (Agreement: Appendix 4) as follows:

- i) The bidder must determine the human resources and level of effort (in person-month(s), based on normal working days) that will be required to fulfil the Services.
- ii) The number and level of effort of management, professional, technical, administration and support personnel required to execute the Services are at the bidder's discretion.
- iii) The proposed manpower must be balanced and adequately allow for inherent uncertainties and changes experienced in similar/comparable projects.
- iv) The proposed MANCO resources refer to the accountable director or manager of the members of the bidding entity to which the project manager reports.
- v) The bidder must provide a detailed table showing the breakdown of person-months based on:
 - Personnel category levels and position/title;
 - Task and sub-tasks;
 - Personnel active in each task and sub-task;
 - Location of activity for each task and sub-tasks; and
 - Totals and estimates must be carried into the bidder's financial proposal.

ANNEXURE O: PROGRAMME AND CHARTS

For planning, executing and managing the Services, the bidder must break down the Services into appropriate tasks and sub-tasks. The Scope of Services (Agreement: Appendix 1) contains a description of the tasks and sub-tasks considered necessary by TCTA.

The bidder must consider the above and provide Gantt chart and graphs per Time Schedule for Services (Agreement: Appendix 4).

The bidder must use Microsoft Project or similar.

ANNEXURE P

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TCTA					
BID NUMBER:	051/2025/PMID/STUDY/RFB	CLOSING DATE:	18 June 2026	CLOSING TIME:	10h00am
DESCRIPTION	CONSULTING SERVICES FOR PROVISION OF GENERAL MODELLING AND WATER RESOURCE EVALUATION SERVICES FOR ALLOCABLE WATER QUANTIFICATION AND TO SUPPORT INTEGRATED WATER RESOURCE PLANNING OF NWAMITWA DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Hlekane Maringa		CONTACT PERSON	Hlekane Maringa	
TELEPHONE NUMBER	012 683 1200		TELEPHONE NUMBER	012 683 1200	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tender10@tcta.co.za		E-MAIL ADDRESS	Tenders10@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA YES NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</p>

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

SIGNATURE OF BIDDER:

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

DATE:

ANNEXURE Q

SBD 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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

ANNEXURE R**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

B-BBEE Status Level of Contributor	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	.....
2	18	.....
3	14	.....
4	12	.....
5	8	.....
6	6	.....
7	4	.....
8	2	.....
Non-compliant contributor	0	.....

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

**ANNEXURE S: AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF
THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT**

**THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES
AGREEMENT**

GENERAL CONDITIONS

The General Conditions shall be stipulated in the Fédération Internationale des Ingénieurs-Conseils (FIDIC) Clients / Consultant Model Services Agreement, Fourth Edition, 2006 (not bound into this document, but deemed integrally included).

The Consultant shall obtain their copy for reference (including the copies of the FIDIC Code of Ethics and FIDIC Integrity Management System). Consulting Engineers South Africa (CESA) is the distribution agent for selling FIDIC publications in South Africa. The contact details for CESA are as follows:

Tel: 011 463 2022
e-mail: general@cesa.co.za

PARTICULAR CONDITIONS

The following are to be read in conjunction with the General Conditions.

A. REFERENCES FROM CLAUSES IN THE GENERAL CONDITIONS:

1.1 DEFINITIONS

- 1.1.2 The Project is the consulting services for the Mzimvubu Water Project: Integrated Water Services Masterplan and Implementation Readiness Study.
- 1.1.10 Commencement Date is 7 working days after the Consultant receives the letter of acceptance.
- 1.1.11 Time for Completion is 12 months.

1.3 LANGUAGE FOR COMMUNICATIONS

The language for communications is English.

1.4 LANGUAGE OF THE LANGUAGE

The ruling language of the Agreement is English.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

1.8 NOTICES

Client:

Postal address The Chief Executive Officer
 TCTA
 PO Box 10335
 CENTURION
 0046
 Telephone 012 683 1200
 e-mail info@tcta.co.za

Domicilium Executandi Byls Bridge Office Park
 Building 9, 1st Floor
 Corner Olivenhoutbosch Road and Jean Avenue
 CENTURION
 0157

Consultant:

Postal address _____

Telephone _____

email _____

Domicilium Executandi _____

5.2.2 AGREED COMPENSATION FOR OVERDUE PAYMENT

Replace the words “compounded daily” with “compounded monthly”.

Agreed Compensation for overdue payment shall be the prime bank interest rate of the major South African banks.

6.2. DURATION OF LIABILITY

The duration of liability is one year reckoned from the Time for Completion.

6.3.1 LIMIT OF COMPENSATION

The limit of compensation is R20 000 000.00 (twenty million Rand).

8.3.2 RULES OF ARBITRATION

Rules for arbitration is by the Association of Arbitrators (Southern Africa) in force at the effective date of the Agreement.

Each Party agrees to waive its rights to any form of appeal insofar as such waiver can validly be made.

The arbitration shall be conducted by a single arbitrator. In the absence of agreement between the Parties on the appointment of the arbitrator, the arbitrator shall be nominated by the chairperson of the Association of Arbitrators (Southern Africa).

B. ADDITIONAL CLAUSES

1.1 DEFINITIONS

Add the following sub-clauses:

1.1.16 “person-month” means a period of 22 working days in a month.

1.1.17 “Engineer” means the Consultant, for the purpose of managing and administering the construction contract according to the duties and authority in the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (Red Book) (second Ed., 2017).

1.1.18 “Black People” means the definition in the Broad-Based Black Economic Empowerment (B-BBEE) Codes of Good Practice - i.e. it is a generic term that means Africans, Coloureds and Indians.

- Who are citizens of the Republic of South Africa by birth or descent; or
- Who became citizens of the Republic of South Africa by naturalisation –
 - Before 27 April 1994;
 - On or before 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation before that date.

1.1.19 “51% Black-owned” means the definition in the Broad-Based Black Economic Empowerment (B-BBEE) Codes of Good Practice. Means an entity in which:

- Black people hold at least 51% of the exercisable voting rights as determined under Code series 100;
- Black people hold at least 51% of the economic interest as determined under Code series; and
- Has earned all the points for Net Value understatement 100.

1.9 PUBLICATION

Delete sub-clause 1.9.1 and replace with:

“Publications shall be subject to approval by the Client if it is within five years of completion or termination of the Services.”

1.10.1 CORRUPTION AND FRAUD

Add the words “...and the Competition Commission of South Africa” at the end of the first sentence in sub-clause 1.10.1.

2.1 INFORMATION

Delete and replace with:

“The Client shall, following the request from the Consultant, provide within a reasonable time the information as set out in Appendix 1, 2, 3, 4, or as otherwise requested by the Consultant.”

2.4 CLIENT’S FINANCIAL ARRANGEMENTS

Delete in its entirety.

3.3 DUTY OF CARE AND EXERCISE OF AUTHORITY

Add sub-clause 3.3.3:

“The members to the joint venture or consortium accept joint and several liability for the work that forms the subject of this Agreement. The acceptance is certified by the signatures of the duly authorised representatives of the members on the **Joint and Several Liability Agreements.**”

3.5 SUPPLY OF PERSONNEL

Delete sub-clause 3.5.1 and replace with:

“The obligations for the Consultant to supply personnel are set out in its bid and the Agreement to perform the Services.”

Any eventual agreement with the Consultant will contain the following conditions:

- (a) The duration of the Services and total person-months in the Agreement are reasonable estimates based on the Time Schedule for Services as set out in Appendix 4.
- (b) The Consultant agrees to retain qualified personnel for as long as it takes to complete all the Services.
- (c) The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-months of more than those proposed for any position, without the prior approval of the Client.”

3.7.1 CHANGES IN PERSONNEL

Add the following words to the end of the paragraph:

“...and shall be for the approval of the Client, which approval shall not be unreasonably withheld.”

4.1.1 AGREEMENT EFFECTIVE

Delete sub-clause 4.1.1 and replace with:

“The Agreement is effective from the date of receipt by the Consultant of the Client’s letter of acceptance of the Consultant’s proposal.”

4.3 VARIATIONS

Add sub-clause 4.3.4

“Where a variation is necessitated by default or breach of Contract by the consultant, any additional cost attributable to such variation shall be borne by the consultant.”

4.4 DELAYS

Add sub-clause 4.4.2:

“No extension to the Time for Completion or any additional payment relating to the increase in the ceiling amounts or Additional Services will be made unless the Consultant has submitted a fully motivated and detailed written application and the Client has approved such variations in writing.”

4.5 CHANGED CIRCUMSTANCES

Correct the typographical error in the first line: “If...” to “If...”

Retain and re-number sub-clause 4.5.2 to sub-clause 4.5.3.

Add new sub-clause 4.5.2:

The circumstances referred to above shall include any Force Majeure Event, and a Force Majeure Event may include, but is not limited to, events or circumstances of the kind listed below:

- 4.5.2.1 acts of God.
- 4.5.2.2 war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- 4.5.2.3 rebellion, terrorism, revolution, insurrection, military or usurped power or civil war.
- 4.5.2.4 riot, commotion, disorder, strike or lockout by persons other than the Consultant's personnel and other employees of the Consultant and Consultant's subconsultants.
- 4.5.2.5 munitions of war, explosive materials, ionising radiation or contamination by radioactivity except as may be attributable to the Consultant's actions.
- 4.5.2.6 natural catastrophes such as epidemics, earthquake, hurricane, typhoon or volcanic activity.
- 4.5.2.7 acts or omissions by governments (central, federal, regional, provincial, local, municipal) and state organs or public authorities or legislation promulgated by such governments (central, federal, regional, provincial, local, municipal) and state organs or public authorities resulting in an economic lockdown and/or restricts business operations and/or restricts movement between provinces and/or restricts import and/or export.

4.5.2.8 and anything else that may reasonably be outside the control of a Party.”

Add sub-clause 4.5.4:

“No variation to the Services or any additional payment relating to changed circumstances will be made unless the Consultant has submitted a written application explaining the impact on the Services and the Client has approved such variations in writing.”

4.8 EXCEPTIONAL SERVICES

Add sub-clause 4.8.3:

“No extension to the Time for Completion or any additional payment relating to the Exceptional Services will be made unless the Consultant has submitted a fully motivated and detailed written application and the Client has approved such amounts and Exceptional Services in writing.”

5.2.3 TIME FOR PAYMENT

Change “four days” to “14 days”.

6.3 LIMIT OF COMPENSATION

Add the following at the end of the paragraph 6.3.1:

“Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to any Party for any indirect, special or consequential damages such as loss of profit, goodwill or revenue.”

6.4 INDEMNITY

Add sub-clause 6.4.2: Occupational and mine health and safety indemnity:

“The Consultant recognises the inherent risks and liabilities of construction, mining and other hazards that exist on the Client’s construction sites and in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, and Mine Health and Safety Act 29 of 1996, as amended, the Consultant:

- (a) acknowledges that it, its employees, agents, sub-consultants and/or contractors enter the construction sites entirely at their own risk;
- (b) will take all steps necessary to ensure that it, its employees, agents, sub-consultants and/or contractors comply with the provisions of the Occupational Health and Safety Act and any site rules/regulations put in place by it to ensure the health, safety and well-being of any such party entering on site;

- (c) agrees to indemnify and hold harmless the Client against any and all claims in respect of any loss, damage, injury and/or death arising out of or sustained by it, its employees, agents, sub-consultants and/or contractors, arising out of or in connection with the Agreement.”

7.1.1 INSURANCE FOR LIABILITY AND INDEMNITY

The insurance to be taken out and maintained by the Consultant shall comprise the following:

Professional Indemnity Insurance

The Consultant shall provide professional indemnity insurance against liability under Sub-Clause 6.1 (Liability and Compensation between the Parties) with a limit of indemnity of R20 000 000 (twenty million Rand) per claim/aggregate on a claims made basis.

The period of insurance shall be from the Commencement Date of the Services to the end of the duration of liability stated in Clause 6.2 (duration of liability).

The Consultant shall be responsible for any policy deductible for every claim.

Motor Vehicle Insurance

In addition to any compulsory insurance required in terms of legislation, provide comprehensive motor insurance, including passenger liability and unauthorised passenger liability, with a minimum indemnity of R5 000 000 (five million Rand) per occurrence/aggregate for any vehicle supplied through the Agreement.

General Public Liability Insurance

General public liability insurance with a limit of indemnity of R20 000 000 (twenty million Rand) per occurrence/aggregate.

Other Insurances

Insurance against loss or damage to:

- (a) equipment, facilities and materials purchased by the Consultant in whole or in part with funds provided under this Agreement while in possession of the Consultant, to their total replacement value; and
- (b) the Consultant's property or facilities used in the performance of the Services.

The Consultant shall be responsible for any policy deductible for every occurrence.

8.1 AMICABLE DISPUTE RESOLUTION

Replace “mediation” with “adjudication” at the end of the paragraph.

8.2 ADJUDICATION

Delete the Sub-Clause and replace it with:

“Unless settled amicably, any dispute or difference which arises between the Consultant and the Client out of or in connection with the Agreement, including any valuation or other decision of the Client, shall be referred by either Party to adjudication in accordance with the rules set out in sub-clauses 8.2.1 to 8.2.5 below (“the Rules”). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

8.2.1 Appointment of Adjudicator

- (a) The Parties shall jointly ensure the appointment of the adjudicator. The adjudicator shall be a suitably qualified person.
- (b) If, for any reason, the appointment of the adjudicator is not agreed upon at the latest within 14 days of the reference of a dispute in accordance with these rules, then either Party may apply, with a copy of the application to the other Party, to the chairperson for the time being of the Association of Arbitrators (Southern Africa), to appoint an adjudicator. Such appointment shall be final and conclusive.
- (c) The adjudicator’s appointment may be terminated by mutual agreement of the Parties. The adjudicator’s appointment shall expire when the Services have been completed or when any disputes referred to the adjudicator shall have been withdrawn or decided, whichever is the later.

8.2.2 Terms of Appointment

- (a) The adjudicator is to be and is to remain throughout her/his appointment, impartial and independent of the Parties and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect her/his impartiality or independence.
- (b) The adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the Services other than in accordance with these rules.
- (c) The adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- (d) The adjudicator shall treat the details of the Agreement and all activities and hearings of the adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The adjudicator shall not, without the permission of the Parties, assign or delegate any of her/his work under these rules or engage legal or technical assistance.
- (e) The adjudicator may resign by giving 28 days’ notice to the Parties. In the event of resignation, death or incapacity, termination or a failure or refusal to perform the

duties of an adjudicator under these rules, the Parties shall agree upon a replacement adjudicator within 14 days, or paragraph 8.2.1 (b) shall apply.

- (f) The adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the adjudicator's duties unless the act or omission is shown to have been in bad faith.
- (g) If the adjudicator knowingly breaches any of the provisions of paragraph 8.2.2 (f) above or acts in bad faith, she/he shall not be entitled to any fees or expenses. She/He shall reimburse each of the Parties for any fees and expenses properly paid to her/him if, as a consequence of such breach, any proceedings or decisions of the adjudicator are rendered void or ineffective.

8.2.3 Payment

- (a) The adjudicator shall be paid the fees and expenses set out in the Adjudicator's agreement.
- (b) The retainer fee, if applicable, shall be paid in full for:
 - (i) being available, on 28 days' notice, for all hearings and site visits;
 - (ii) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with her/his duties; and
 - (iii) all services performed hereunder except those performed during the days referred to in paragraph 8.2.3 (c) below.
- (c) The daily fee shall be payable for each working day preparing for or attending site visits or hearings or preparing decisions, including any associated travelling time.
- (d) The retainer and daily fees shall remain fixed for the period of tenure of the adjudicator.
- (e) All payments to the adjudicator shall be made by the Consultant, who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to her/him within 28 days of receipt. The adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance, and invoices for daily fees and expenses shall be submitted following the conclusion of a site visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period. The adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that seven days prior notice has been given to both Parties.
- (f) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the adjudicator and recover the sum paid from the Consultant.

8.2.4 Procedure for Obtaining Adjudicator's Decision

- (a) A dispute between the Parties may be referred in writing by either Party to the adjudicator for her/his decision, with a copy to the other Party. If the adjudicator has

not been agreed to or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an adjudicator. A reference shall identify the dispute and refer to these rules.

- (b) The adjudicator may decide to visit the site. The adjudicator may choose to conduct a hearing in which event she/he shall decide on the date, location and time of the hearing. The adjudicator may request that written statements from the Parties be presented to her/him prior to, at or after the hearing. The Parties shall promptly provide the adjudicator with sufficient copies of any documentation and information relevant to the Agreement that she/he may request.
- (c) The adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as she/he thinks fit, not bound by any rules or procedures other than those set out herein. Without limiting the preceding, the adjudicator shall have the power to:
 - (i) decide upon the adjudicator's jurisdiction and as to the scope of any dispute referred to her/him;
 - (ii) make use of her/his specialist knowledge, if any;
 - (iii) adopt an inquisitorial procedure;
 - (iv) decide upon the payment of interest in accordance with the Agreement;
 - (v) open up, review and revise any opinion, instruction, determination, certificate or valuation related to the dispute; and
 - (vi) refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party to who the adjudicator is satisfied received notice of the hearing.
- (d) All communications between either of the Parties and the adjudicator and all hearings shall be in the language of the Agreement. All such communications shall be copied to the other Party.
- (e) No later than the fifty-sixth day after the day on which the adjudicator received a reference or, if later, the day on which the adjudicator's agreement came into effect, the adjudicator shall give written notice of her/his decision to the Parties. Such a decision shall include reasons and state that it is issued under the Rules.

8.2.5 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator."

ANNEXURE T

SCHEDULE OF QUALIFICATIONS (IF ANY)

QUALIFICATIONS	REFERENCE IN THE BID