



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

DUE AT 11:00 ON

(CLOSING DATE)

11 JULY 2023

BID DWS15 0623 WTE

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN,
SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE
NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES**

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:
DIRECTOR-GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory Briefing Session

Date: 20 June 2023

Time: 10:00am

**Venue: Roodeplaat Training Centre for the Department of Water and Sanitation. Office
contact details 012 943 3300/1/3**

GPS Coordinates: 25°37'06.39"S 28°22'07.1"E

BIDDER: (Company Address OR Stamp)

COMPILED BY: ENGINEERING SERVICES

DEPARTMENT OF WATER AND SANITATION

DWS15 0623 WTE

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES.

CONTENTS

INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: TERMS OF REFERENCE

SECTION 3: PRICING SCHEDULE

PART A INVITATION TO BID

BID NUMBER:	DWS15 0623 WTE	CLOSING DATE: 11 July 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
THE BID BOX AT THE ENTRANCE OF ZWAMADAKA BUILDING, 157 FRANCIS BAARD STREET, PRETORIA, 0001				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr Daniel Sere
TELEPHONE NUMBER	012 336 7780/7596/7066/6544/6562		TELEPHONE NUMBER	012 336 8875/ 066 300 5533
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	SereD@dws.gov.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]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

DEPARTMENT OF WATER AND SANITATION

DWS15 0623 WTE

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES

SECTION 1: LEGALITIES

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1. Instructions to Bidders
2. Declaration of Interest (SBD 4)
3. Preference Points Claim in terms of the Preferential Procurement Regulation, 2022 (SBD 6.1)
4. National Treasury General Conditions of Contract

DEPARTMENT OF WATER AND SANITATION

DWS15 0623 WTE

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES.

1. INSTRUCTIONS TO BIDDERS

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1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
5. Signature on Bids
6. General Conditions of Contract
7. Bids to comply with documents
8. Telegraphic bids
9. The Department's right to decline any bid
10. Department is not liable for bidder's expenses
11. Payments made under this contract
12. Evaluation Criteria
13. Rejection of bids
14. Results of bids

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents are available from the DWS website.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature should be directed to **Mr. Daniel Sere** in writing to: SereD@dws.gov.za

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL DWS15 0623 WTEFOR: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES"

and the name of the Bidder shall be clearly shown.

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of the ZwaMadaka Building, 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarial certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid or other documents and the bid will be deemed to comply entirely with the terms of the documents.

8. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid.

10. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

11. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidders in terms of the contract will be done by means of Electronic Fund Transfer.

12. EVALUATION CRITERIA

The evaluation of bids will be conducted in four (4) phases as follows:

- **Phase 1: Mandatory Requirements**
- **Phase 2: Administrative Compliance**
- **Phase 3: Technical Evaluation and Specification Compliance**
- **Phase 4: Preference Points system**

13. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and will not be considered.

14. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids are published weekly in the Government Tender Bulletin.

DEPARTMENT OF WATER AND SANITATION

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THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES.

SECTION 3: SBD 3.1 – PRICING SCHEDULE

CONTENTS

1. PREAMBLE TO THE SBD 3.1 – PRICING SCHEDULE
2. SBD 3.1 – PRICING SCHEDULE

PREAMBLE TO THE SBD 3.3 – PRICING SCHEDULE

1. GENERAL

The SBD 3.3 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

2. PRICING OF THE SCHEDULE

The unit price to be filled in the SBD 3.3 should include all costs. All prices and amounts quoted in the SBD 3.3 shall be in Rand and shall include VAT.

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

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Bidder.

PRICING SCHEDULE

(Professional Services)

CLOSING TIME: 11:00 ON:**BID NO.: DWS15 0623 WTE****NAME OF BIDDER:**OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

TOTAL: R.....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid.....

7. Estimated man-days for completion of project.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the –

SCM related enquiries -

Bidenquirieswte@dws.gov.za

Tel: 012 336 6562 / 7088 / 7596

Or for technical information –

Mr Daniel Thabo Sere

Tel: 012 336 8875

Cell: 066 300 5533

Email: SereD@dws.gov.za

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
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.

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women Ownership	2	
Disability Ownership	2	
Youth Ownership	2	
Location of enterprise (local equals province) – Northern Cape	1	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	
TOTAL SCORED POINTS	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole 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:
.....
.....
.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.

- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice

to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's

name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July
2010)

DEPARTMENT OF WATER AND SANITATION

DWS15 0623 WTE

THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED FOXWOOD DAM AND ASSOCIATED STRUCTURES.

SECTION 2: TERMS OF REFERENCE



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: CIVIL ENGINEERING

TERMS OF REFERENCE

**FOXWOOD DAM – WATER DEVELOPMENT PROJECT: APPOINTMENT OF
PROFESSIONAL SERVICE PROVIDER FOR THE DESIGN, SITE SUPERVISION
AND ENGINEERING CONTRACT MANAGEMENT OF THE NEWLY PROPOSED
FOXWOOD DAM AND ASSOCIATED STRUCTURES**

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LIST OF ACRONYMS AND THEIR MEANING

ACRONYMS	MEANING
ADM	Amathole District Municipality
ATWG	Agricultural Technical Working Group
AW	Amatola Water
CD:ID	Chief Directorate: Infrastructure Development
CD:IWRP	Chief Directorate: Integrated Water Resource Planning
DAFF	Department of Agriculture, Fisheries and Forestry
DWA	Department of Water Affairs
DWS	Department of Water and Sanitation
ECDRPW	Eastern Cape Department of Roads and Public Works
EPP	Emergency Preparedness Plan
EIA	Environmental Impact Assessment
EIS	Ecological Importance and Sensitivity
EWB	Ecological Water Requirements
FSL	Full Supply Level
FSC	Full Supply Capacity
HFL	High Flood Level
HFY	Historic Firm Yield

ACRONYMS	MEANING
IEI	Integrated Environmental Importance
LTY	Long Term Yield
MAP	Mean Annual Precipitation
MAR	Mean Annual Runoff
MCM	Million m ³ (million cubic metres)
MPRDA	Mineral and Petroleum Resources Development Act
MRU	Management Resource Units
NEMA	National Environmental Management Act
NOC	Non Overflow Crest
NWA	National Water Act
NWRIB	National Water Resource Infrastructure Branch
Nxuba	Nxuba Local Municipality
PES	Present Ecological State
PMF	Probable Maximum Flood
PSC	Project Steering Committee
PSP	Professional Service Provider
RID	Record of Implementation Decisions
RMF	Regional Maximum Flood
SA	South Africa

ACRONYMS	MEANING
SEF	Safety Evaluation Flood
SFR	Streamflow Reduction
StatsSA	Statistics South Africa
URV	Unit Reference Value
WARMS	Water Use Registration Database
WMA	Water Management Area
WRYM	Water Resources Yield Model
WSA	Water Service Authority
WSDP	Water Services Development Plan
WSP	Water Service Provider
WTW	Water Treatment Works

LIST OF UNITS AND SYMBOLS

Ha	Hectare
km	Kilometre
km ²	Square kilometre
m	Metre
m ²	Square metre
masl	Metre above sea level
million m ³	Million cubic metres
million m ³ /a	Million cubic metres per annum
Mℓ	Megalitre
Mℓ/d	Megalitres per day
mm/a	Millimetres per annum
m ³ /s	Cubic metres per second

FOXWOOD DAM – WATER DEVELOPMENT PROJECT (WMA)

TERMS OF REFERENCE FOR FOXWOOD DAM DESIGN, SITE SUPERVISION AND CONTRACT MANAGEMENT

1 INTRODUCTION

1.1 Background to the Project

The Department of Water & Sanitation (DWS) commissioned an investigation into the feasibility of developing a multi-purpose dam on the Koonap River outside the town of Adelaide in the Eastern Cape. The proposed site is known as the Foxwood Dam site. Development of a dam at the Foxwood Dam site could provide additional assurance of water supply to improve resilience of domestic water supply within the region. In addition, development of a dam at the Foxwood site could provide additional assurance of supply of water for irrigation development in the region, which can provide stimulus for socio-economic development when combined with current agricultural and land reform policies.

The Foxwood Dam site is located immediately upstream of Adelaide in the Koonap River catchment, which covers an area of 3 334 km², and is situated in the Fish to Tsitsikamma Water Management Area (WMA) (refer to **Figure 1**). Adelaide is located within the Nxuba Local Municipality (Nxuba LM) (refer to **Figure 2**) within the Amathole District Municipality (Amathole DM). Amathole DM is the Water Service Authority (WSA) and Amatola Water is the Water Service Provider (WSP).

Adelaide is currently supplied with water for domestic use via an off-take weir located on the Koonap River, upstream of the proposed Foxwood Dam site, which feeds an off-channel storage dam located outside Adelaide.

1.2 Purpose of Scheme

The purpose of this scheme is to augment the water supply to Adelaide and to provide reliable bulk water supply for new irrigation development for resource poor farmers. This will in turn provide social and economic upliftment to this area of the Eastern Cape Province.

summarises all decisions as approved, and stipulates the required implementation timelines and the financing or funding arrangements, and the finalisation of required institutional arrangements.

This report provides the outcome of the detailed planning, conceptual designs and cost estimates as recommendations for construction of the proposed Foxwood Dam. It also provides the background to and configuration of the bulk water supply to Adelaide and the bulk water irrigation supply to a proposed 1 250 ha Government Water Scheme to be supplied from Foxwood Dam.

1.4 General Description of the Project

The project involves the detailed design, construction supervision and engineering contract management of the following proposed structures:

1. Foxwood Dam structure.
2. Dam Access Road.
3. Bulk Water Pipeline and Pump Station.
4. Gauging Weir and other Department Hydrological Structures.
5. Relocation of R344 (MR00638)
6. Relocation of Water Supply Canal
7. Graves Relocation

1.5 Scope of services required.

The professional service provider shall provide the following services:

1. Engineering detailed design for Foxwood Dam and its associated structures.
2. Construction supervision and engineering contract management services.
3. Appointment and provision of an Approved Professional Person (design and quality control) for Foxwood Dam with Dam Safety Office.
4. Services to be provided should include all the task listed under item 9 and its sub items.

NB: A successful bidder shall provide a proof of Approved Professional Person with Dam Safety Office for Foxwood Dam within 120 days after award, failing which will render the award null and void.

1.6 Hydrological Requirements

The following recommendations and requirements are to be incorporated and verified during the detailed design as depicted in the RID.

- The optimum dam size for this site is 1 MAR.
- Verify the maximum EWR outlet flow of 6 m³/s, subject to the final EWR operating rule and required provision for irrigation discharges.
- A provisional freeboard of 5.4 m is required to pass the SEF of 6 200 m³/s (PMF routed) over a spillway length of 250 m. Optimise the spillway length and freeboard requirements.

- Design the river diversion works for a 1:20 year flood of 555 m³/s (concrete section) and a 1:50 year flood of 985 m³/s for the embankment.
- The 1:20 year (95% assurance) long term yield for the dam is 19,1 million m³/year, with low flow EWR releases, and 15,9 million m³/year for high flow EWR releases.
- A 50 year silt load of 6,11 million m³ has been estimated, but this should be verified.
- Verify and confirm all land use information, including water abstractions, upstream of the proposed Foxwood Dam.
- Clarify the status of all water users in the proposed Foxwood Dam system, including the assurance of supply to existing users.
- Initiate hydro meteorological and Ecological Water Resources Monitoring programmes as soon as possible, which should include:
 - A weather station to be installed at the proposed Foxwood Dam site and rain gauges at selected locations in the Upper Koonap River catchment. Currently there are no operational rain gauges in the catchment area.
 - Flow gauging at or near EWR sites to assist with hydraulic modelling of the system.
- Confirm the selected yield of the proposed Foxwood Dam by confirming that the recommended high flow EWRs can be met by spills from the dam and low flow EWRs can be met by inflows from the incremental catchments downstream of the dam.

1.7 Water Supply and Water Quality Requirements

The following water supply and water quality recommendations are to be incorporated and verified in the detailed design.

- Maintain the existing gravity domestic water supply to Adelaide by provision of a 3,4 km long steel pipeline with a diameter of 600 mm to replace a portion of the existing canal, which will be inundated by the dam. The alignment of the proposed new pipeline should be coordinated with the realignment of the R344.
- Make provision for a pump station within the outlet works and a rising main to discharge into the existing water main linking the Adelaide Dam to the water treatment works. The pump station and pipeline should however only be implemented when domestic water requirements exceed the capacity of the existing gravity canal system.
- Water quality in the Koonap River at the Foxwood Dam site must be sampled regularly to develop a record of turbidity and suspended solids data in particular.
- The major water requirement from the proposed Foxwood Dam will be for a 1 250 ha irrigation scheme.

- Verify Adelaide's water supply requirements and progress made by the WSP / WSA regarding water conservation and demand management improvements. Confirm progress with projects to improve resilience of the existing water supply infrastructure.
- Review the requirement to clear vegetation in the dam basin.
- The implementation of the proposed Foxwood Dam must be coordinated with the implementation of an appropriately developed sustainable irrigation scheme.
- Allow for a gravity supply within the outlet works to an existing furrow, which is currently supplied by an abstraction weir immediately upstream of the proposed dam wall location on the right bank. The design of this pipe should be sized for the agreed water use license.
- Review all modelling assumptions made in the Irrigation Development study.

1.8 Geotechnical Investigations and Materials Requirements

The following Geotechnical and material investigations requirements and recommendations are to be incorporated and verified into the design and construction of the dam.

- Clay core and shoulder material for the earth embankment section should be sourced from borrow pits located within the dam basin or near to the site.
- Material for the embankment should be selected carefully, with particular attention given to dispersion properties.
- Filter material and rip-rap should be sourced from a quarry located close to the site with the filter material being generated by crushing on site.
- The earth embankment section founding depth of approximately 4 m below the hard horizon and should be confirmed and optimised during detailed design investigations.
- The concrete gravity section founding depth of approximately (1) m below the hard horizon should be confirmed and optimised during the detailed design.
- Further site investigation (including boreholes) must be carried out to verify depth to hard horizon downstream of the dam wall for the spillway stilling basin, energy dissipation and return channel.
- Investigate a potential quarry site that was being registered at the time of the feasibility study, but was not investigated. The quarry site is located at approximate coordinates - 32.762563 S, 26.262732 E about 13 km from the proposed Foxwood Site. (Contact person Scott Pringle, 072 992 5633).
- Undertake a complementary materials investigation prior to the detailed design to confirm material properties and quantities. Due care and site monitoring will be required during the construction phase as a limited number of samples indicated varying degrees of being dispersive.

- Undertake more detailed geotechnical testing of embankment construction materials to determine strength and settlement characteristics, and degree of dispersivity, prior to detailed design. The in-situ un-drained strength of the colluvium / alluvium has been assumed and may be critical to embankment design and stability.
- Further in-situ permeability testing, including falling head tests, in the superficial deposits are required to refine the seepage analysis and grouting requirements.
- Further core borehole drilling should be undertaken, particularly at the upstream toe of the embankment where the stability analysis is sensitive to ground conditions.
- More core borehole drilling should be undertaken upstream of the dam site to confirm the ground profile in the reservoir basin for stability and seepage purposes.
- Determine the thickness of alluvium under the dam footprint, especially under the gravity dam section, in order to quantify the availability of suitable embankment construction material in the foundation excavations.
- Undertake consolidation and/or load tests to obtain a more accurate estimate of embankment settlement.

1.9 Detailed Design Requirements

The design should be completed, signed in accordance with the Dam Safety Office Regulations, with a APP and Professional team appointed. All aspects of the design should conform to the Dam Safety Regulations (Government Notice R.138 of 24 Feb 2012) and a license to construct and, impound and all other regulating authorization aspects should be obtained from the Dam Safety office by the respective APP.

The following detailed design requirements and recommendations are to be incorporated and verified into the design and construction of the dam.

1.9.1 Spillway

- The feasibility design is based on an Ogee spillway crest with a length of 250 m to discharge the SEF of 6 200 m³/s (PMF method) with 5,4 m total freeboard.
- Review the SEF and optimise the spillway configuration, including hydraulic model tests. The spillway length can be reduced to 200 m, if the SEF is based on the RMF method (5 218 m³/s), with 5,5 m total freeboard.
- A spillway step height of 1 200 mm has been selected for energy dissipation and as a deterrent for persons attempting to climb the dam face.
- The proposed downstream face is sloped at 1V:0,6H (59 degrees). This is the maximum steepness determined from the stability analysis and results in a step width of 720 mm, and should be reviewed and optimized accordingly based on investigations conducted.

- A grout curtain to a minimum depth of 27 m is required to reduce seepage pressures beneath the concrete gravity dam and the left hand side abutment.
- Consider aerators upstream of the RDF inception point. The spillway flow conditions were checked for the 1:200 year flood (RDF). The inception point is on the face of the dam, indicating that some energy dissipation will occur on the steps. However, a significant proportion of the stepped spillway is subject to un-aerated flow conditions.
- Hydraulic modelling of the spillway is required to determine the following:
 - ✓ The rating curve of the Ogee spillway crest;
 - ✓ The performance of the stepped spillway;
 - ✓ The height of spillway retaining walls and alternative configuration of this wall;
 - ✓ Ensure that the embankment is not subject to turbulent flow from the spillway and/or tailwater; and
 - ✓ The flow velocity downstream of the dam to confirm the design of erosion protection.

Review the size and configuration of the concrete stilling basin and global stability of the concrete gravity section. The following load combinations is recommended during the stability analysis, however the APP and professional team should confirm and use an appropriate criteria based on materials used to obtain a licence to construct from the DWS Dam Safety Office:

Load Combinations

Type	Case	FSL	RDF	SEF	Silt (S)	Tailwater (TW)	Drained (D)	Undrained (UD)	Seismic (SM)
Normal	1	X			X		X		
	2		X		X	X	X		
Abnormal	3		X		X	X		X	
	4			X	X	X	X		
Extreme	5	X			X	X	X		X
	6		X		X	X	X		X
	7			X	X	X		X	

The following factors of safety are recommended based above load combinations, however the APP and professional team should confirm use an appropriate criteria based on materials used to obtain a licence to construct from the DWS Dam Safety Office:

Factors of Safety

Type	Case	Tensile Stress (MPa)	Compressive Stress (MPa)	Sliding (residual) Factor of Safety	Downstream overturning factor of Safety
		Allowable			
Normal	1	0.0	-3.0	1.5	1.5
	2	0.0	-3.0	1.4	1.4
Abnormal	3	0.2	-4.5	1.1	1.2
	4	0.2	-4.5	1.1	1.2
Extreme	5	0.2	-4.5	1.1	1.2
	6	0.35	-4.5	1.0	1.1
	7	0.35	-4.5	1.0	1.1

1.9.2 Earth Embankment

- An upstream slope of 1V:4H and downstream slope of 1V:3H have been selected, based on the material properties and stability analysis. To be verified and optimised.
- The grout curtain should extend to a minimum depth of 27 m due to the risk of connected permeable discontinuities within the hard horizon.
- Toe drainage is required at the downstream toe of the embankment, including a collection drain, access manholes, measuring weirs and a discharge point.
- Handrails are required at all locations where public and workforce safety is at risk, such as the crest of retaining walls.
- Properly designed and constructed filters adjacent to potentially dispersive material in the embankment are essential to prevent possible piping due to seepage.

1.9.3 Outlet Works

- The feasibility design for the outlet works comprises a twin stack intake/outlet pipe system with multilevel intakes, which are protected by concrete trash racks and fine screens.
- The river outlets provide a maximum discharge of 6 m³/s via 1 000 mm diameter intake pipes. The discharge is controlled through two bottom discharge valves, which can be isolated with similar sized butterfly valves.
- Confirm the design discharge of the outlet works to satisfy both the EWR and the requirements of the irrigation scheme.
- Review the bottom intake level, which is based on the estimated sediment level after 50 years (586 masl) with the minimum operating level at 590 masl.

- Verify the need to install the domestic water pumping system and installation of a micro-hydropower plant.

1.9.4 Stilling Basin

- Review the option of locating the stilling basin at natural riverbed level with return channel to be excavated in a fan shape to the existing river channel.

1.9.5 Associated Infrastructure and Land Matters

- Access to the left bank of the proposed Foxwood Dam site is approximate 4 km outside of Adelaide on the R344 to Tarkastad.
- Access to the right bank is from the MR00639, but access to the embankment crest must be further investigated to achieve an acceptable option that is both practical and cost effective.
- The nearest river crossing downstream of the dam is the existing R63 Bridge.
- A portion of the R344, which links Adelaide and Tarkastad, will be inundated by the dam basin and requires a 10 km realignment of this gravel road.
- A portion of the MR00639 will be inundated by the dam basin, but was excluded from the project cost estimate as ECDRPW indicated that the relocation may not be required, depending on actual usage.
- Design of the realignment of the affected roads must be carried out in consultation with the Eastern Cape Department of Roads and Public Works (ECDRPW).
- Eskom and Telkom must be consulted regarding the relocation of their infrastructure that will be inundated by the dam basin.
- Cognisance must be taken of the findings of the Heritage Impact study, carried out as part of the EIA, which may identify further infrastructure, buildings, graves, etc. that will require relocation.
- The design of the proposed downstream gauging weir must be carried out in accordance with DWS requirements in Appendix C. Two alternative positions for the gauging weir were identified, but no design was carried out within the feasibility study.
- A preliminary dam boundary line, depicting the minimum land acquisition requirements for construction of the proposed Foxwood Dam, was determined and an inventory of all properties and fixed improvements affected by the land acquisition is provided in **Appendix D** of the Record of Implementation Decisions (RID) Report Number: PWMA15/Q92/00/2113/15. Management of the land acquisition process should commence as soon as possible.

2 General Criteria

The proposed Foxwood Dam is a Government Water Works in terms of the National Water Act, 1998 (Act 36 of 1998), Chapter 11. Implementation of the Foxwood Dam must adhere to the general criteria described in Chapter 11 of the Act.

2.1 Design guidelines

Past DWS experience in the design of water infrastructure was captured in documents, such as “*Technical Guidelines for planning and design in the development of water and sanitation services*” (2nd edition, 2004). These guidelines should be used in the detailed design phase together with recognized standards, codes, and acts, such as those of the South African Bureau of Standards (SANS Codes), and the Occupational Health and Safety Act, whilst applying professional expertise and sound engineering judgement.

The Designer should consult with DWS regarding specifications for Mechanical and electrical equipment, pipes, pipes specials and corrosion protection etc.

2.2 Current Best Practices and Efficiency

Current Best Practices and Efficiency (CBP&E) and where applicable, international standards, shall be applied to the design, construction, supervision and operation of the works for the proposed Foxwood Dam Project.

2.3 Electricity Supply

At an early stage during detailed design, it will be necessary to liaise with Eskom and submit an application for an adequate power supply to the dam site for construction purposes and for permanent power supply during operation. It is not anticipated that back-up generation will be required, however this should be confirmed with the DWS operations unit.

2.4 Security Measures

Security requirements for the proposed Foxwood Dam will be subject to the classification of the dam as a National Key Point (NKP). This assessment is carried out by the Office of the Divisional Commissioner: Protect and Security Services in Pretoria. The Commissioner needs to be requested by DWS to undertake an assessment.

The criteria for declaring a site a National Key Point are not stipulated. However, the basis of the declaration is to assess implications of a breakdown or elimination of the facility. The proposed Foxwood Dam has the potential to contribute to tourism in the area and as such, the dam basin is unlikely to be declared a National Key Point. Irrespective of the classification, the dam intake and outlet works will require adequate surety measures to protect the equipment and the water resource, as well as prevent unauthorised entry. These measures will include access restriction and possible security monitoring requirements. The required security measures should be implemented in accordance with the relevant specifications of the Department of Public Works.

2.5 Construction timing and methodologies

Any construction work undertaken in the river channel shall as far as possible be scheduled to take place during the dry season in order to avoid possible flooding and associated damages of the works during the wet season.

Construction activities shall be undertaken in compliance with the Project Specifications, the Environmental Authorization and related Environmental Management Plans, which must have been approved by the Competent Authority. Method Statements for all construction activities must be consistent with these prescriptions so as to result in minimal and acceptable impacts on the receiving environment. The appointed contractor must rehabilitate all disturbed areas on the construction site strictly in accordance with the relevant Specification upon completion of the works.

The construction programme must be coordinated with the proposed development of irrigated agriculture as part of the proposed Government Water Scheme.

2.6 Quality Assurance and Control

Quality assurance in terms of ISO 9001-2000 or functionally equivalent standards is a requirement. All Consultants and Contractors shall be required to compile Quality Assurance Plans for the works and these shall be rigorously applied, monitored and reported on. The quality control aspects will follow logically from the aforementioned processes where it will culminate in the production of suitable reports, drawings, specifications and manuals meeting the operational and maintenance requirements of the Project.

The following is required to comply with dam safety regulation requirements:

- An Approved Professional Person (APP) and professional team for design of the dam and quality assurance;
- A licence to construct before work on site can commence and a licence to impound before water may be stored in the dam;
- Quarterly reports by the APP to the Dam Safety Office;
- A Completion report at the end of the project;
- An emergency preparedness plan that stipulates what constitutes an emergency at the dam and what needs to be done;
- An Operation and Maintenance Manual for the dam; and
- Record (as built) drawings.

2.7 Operation and Maintenance

The operating and control philosophy and policy for the dam will be dependent on the irrigation scheme combined with the EWR. The required releases will need to be established with the irrigation scheme management.

The control of dam discharges should be managed by experienced operators to avoid damage to the outlet works equipment. It is assumed at this stage that the dam will be operated by DWS.

Appropriate communication, monitoring and control systems shall be provided to allow for the effective and efficient control of all components of the system. The normal mode will be unattended remote control, with provision for local control in case of emergency or breakdown. The downstream gauging weir will be the primary measure of discharges.

2.8 Maintenance Philosophy

The maintenance philosophy to be followed with the implementation of the project shall inter alia comprise of the following points:

- The maintenance programmes should be based on a planned preventative maintenance approach to meet the system availability criteria, which requires a 98% assurance of supply for domestic water supply (when this is implemented) and a 95% assurance of supply for the proposed irrigation scheme.
- Infrastructure at the dam and other structures must allow for the removal and loading of equipment onto vehicles for transport. Appropriate maintenance and inspection procedures, including maintenance of an asset register, shall be provided as part of the Operation and Maintenance (O&M) manuals to ensure that the operator is able to effectively maintain all components.
- A spares philosophy for the major equipment shall be proposed and recorded in the O&M manuals.
- Determination of the time periods required to carry out all maintenance activities during scheduled downtimes, taking account of seasonal operation requirements of the proposed Foxwood Dam, is critical for the operation of the irrigation scheme. Planning for maintenance periods, with a one- to two-year moving window, will ensure that inspections and repairs can be scheduled within operational and financial constraints. Plant and equipment that are easily maintainable are preferred. The maintenance work should preferably be done during periods of low water demand.
- Prior to handover of the works, the operators shall receive training on minor maintenance works by the designers and relevant contractors.
- Bulk water users will be notified in advance of any shutdowns for planned maintenance, as agreed to in the off-take agreements. In case of shutdowns for emergency repairs, bulk water users will be notified as soon as possible. It is the responsibility of the Implementing and Operating Agencies to adhere to all relevant legislation when implementing or operating the proposed Foxwood Dam.

3 Intended User

For this appointment, the Chief Directorate Engineering Services (CD: ES), will act as the Employer's Agent. The Employer is represented by the Chief Directorate: Infrastructure Development (CD:ID). The dam and appurtenant works will be operated by the Chief Directorate: Water Resources Infrastructure Operations and Maintenance (WRIOM), and the water will be intended for use to augment the water supply to Adelaide and to provide reliable bulk water supply for new irrigation development for resource poor farmers.

4 Compensation

The contract is a fixed-price amount. The PSP will be remunerated on a time and cost basis against the deliverables as per **Table 9.1: Deliverables**.

Final payment for deliverables will only be provided upon submission of signed off documents i.e. APP, Lead engineer, etc. and approval of those by the employer. No payments will be provided for any unsigned documents.

5 Timeline

The contract term is for five years (60 months) and the starting date for all services will be the date on the DWS purchase order and the end date will be as per the programme accompanying the financial proposal submitted by the PSP or five years, whichever is less.

6 Available Documents

The full list of reports for the feasibility study is as follows:-

Feasibility Study for Foxwood Dam: Inception Report	PWMA 15/Q92/00/2113/1
Feasibility Study for Foxwood Dam: Preliminary Study Report	PWMA 15/Q92/00/2113/2
Feasibility Study for Foxwood Dam: Environmental Screening	PWMA 15/Q92/00/2113/3
Feasibility Study for Foxwood Dam: Geotechnical Reconnaissance	PWMA 15/Q92/00/2113/4
Feasibility Study for Foxwood Dam: Alternative Water Supply Options	PWMA 15/Q92/00/2113/5
Feasibility Study for Foxwood Dam: Feasibility Study Main Report	PWMA 15/Q92/00/2113/6
Feasibility Study for Foxwood Dam: Koonap River Hydrology	PWMA 15/Q92/00/2113/7
Feasibility Study for Foxwood Dam: Water Requirements	PWMA 15/Q92/00/2113/8
Feasibility Study for Foxwood Dam: Agro-Economic Study Report	PWMA 15/Q92/00/2113/9

Feasibility Study for Foxwood Dam: Water Quality	PWMA 15/Q92/00/2113/10
Feasibility Study for Foxwood Dam: Geotechnical Investigation	PWMA 15/Q92/00/2113/11
Feasibility Study for Foxwood Dam: Dam Feasibility Design	PWMA 15/Q92/00/2113/12
Feasibility Study for Foxwood Dam: Project Feasibility Costing	PWMA 15/Q92/00/2113/13
Feasibility Study for Foxwood Dam: Economic Impact Assessment	PWMA 15/Q92/00/2113/14
Feasibility Study for Foxwood Dam: Record of Implementation Decisions	PWMA 15/Q92/00/2113/15
Feasibility Study for Foxwood Dam: Book of Maps	PWMA 15/Q92/00/2113/16
Feasibility Study for Foxwood Dam: Public Participation (Queries & Responses Report)	PWMA 15/Q92/00/2113/17

All above reports are available on the attached CD to be issued to each potential tenderer.

7 Proposed Organogram and Lines of Communications

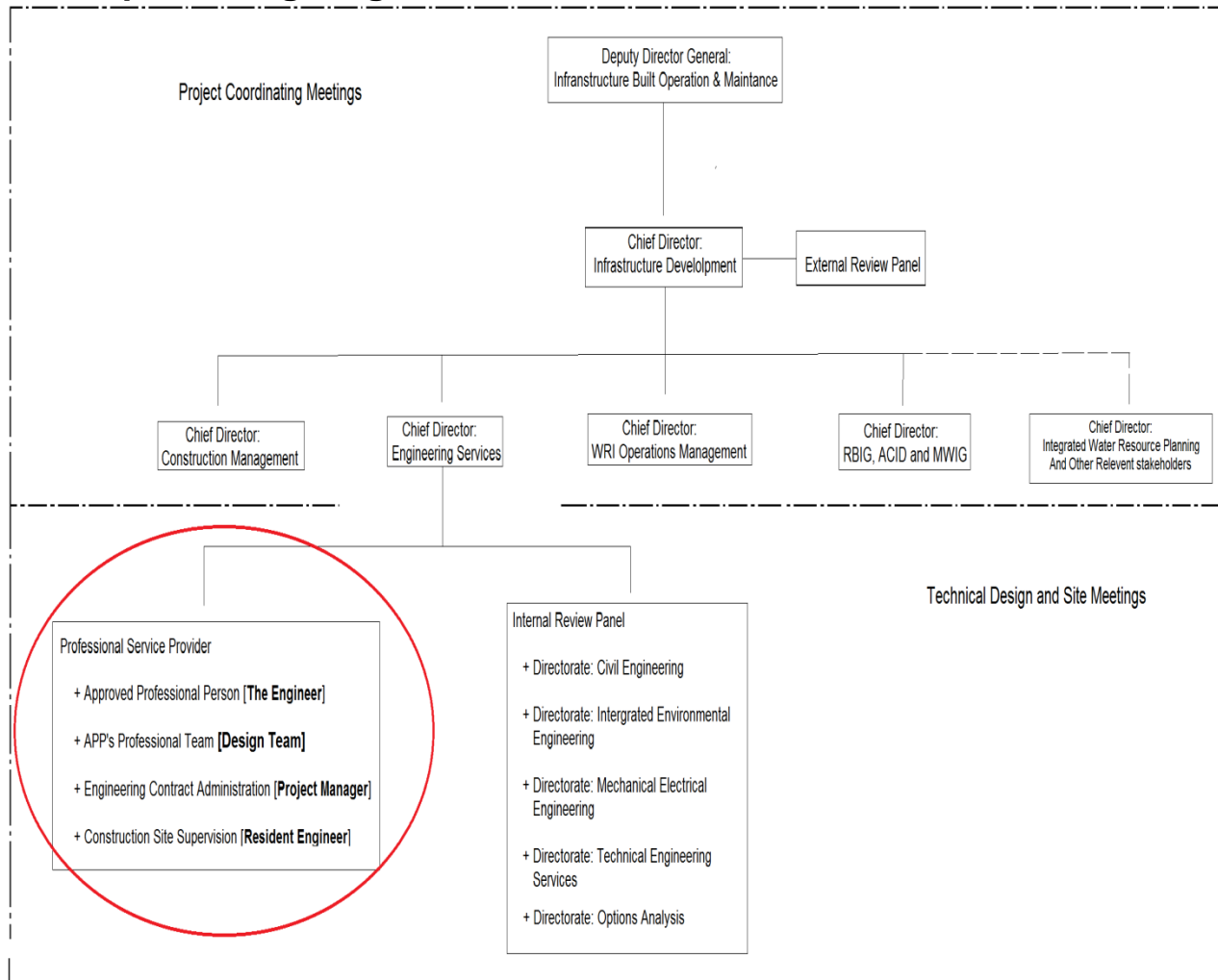


Fig. 7.1: Note: The red circle indicates the position to be filled by the Professional Service Provider (PSP) required. Delegated powers to the PSP are as defined in the SAICE General Condition of Contract 2015. Technical design meetings will be chaired by CD: ES or as delegated.

8 Services Required

The various tasks described in Section 1.4 needs to be implemented based on the PSP's approved design implementation programme, in a co-ordinated manner with Engineering Services as well as Infrastructure Development, to ensure efficiency and value for money, to comply to the terms of the PFMA, as well as compliance to ECSA Board Notice 41 of 2017 for registered person.

9 Scope of Services required (As per ECSA board Notice 138 of 2015)

9.1 Normal Services

9.1.1 Stage 1 – Inception

Establishment of Employer's requirements and preferences refine user needs and options, appointment of necessary consultations, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Defined the services and scope of work required.
6. Conclude the terms of the agreement with DWS.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Provide necessary information within the agreed scope of the project to other PSPs involved.

9.1.2 Stage 3 – Design Development (Detail Design)

Developing the approved concept to finalise the design, outline specification, cost plan, financial viability and programme for the project.

1. Review documentation programme with the Employer's Agent and other parties as may be required.
2. Attend design and Employers' meetings.
3. Incorporate DWS and authorities' detailed requirements into the design.
4. Incorporate other Internal DWS's designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detail estimates of construction cost.

8. Liaise, co-operate and provide necessary information to the Employer's Agent and consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

9.1.3 Stage 4 – Documentation and Procurement

Preparation of procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

1. Attend design and Employers' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents if necessary to remain within budget.
5. Formulate the procurement strategy for contractors or assist the Employer's Agent where relevant.
6. Assess samples and products for compliance and design intent.
7. Prepare documentation for contractor procurement.

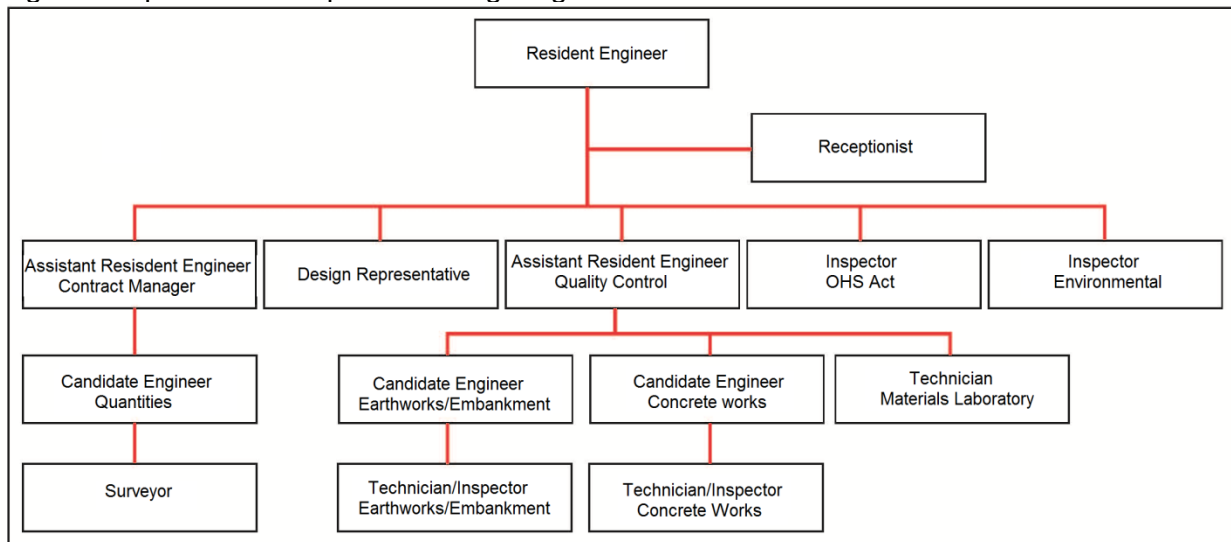
9.1.4 Stage 5 – Contract Administration and Site Inspection

Manage, administer and monitor the construction contract and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for the DWS decision making.
6. Attend regular site, technical and progress meetings.
7. Review the Contractor's quality control programme and advice and agree a quality assurance plan.

8. Full-time Construction Monitoring. The proposed Site Supervision Organogram will be as shown fig 9.1. DWS reserve the right to second candidate engineers, technologists and technicians for experiential training. The successful bidder can propose an alternative for consideration and approval of CD: ES.

Fig 9.1 Proposed Site Supervision Organogram



- a. The full time construction monitoring staff shall:-
- i. Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
 - ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with client.
 - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the PSP.
9. Review the outputs of quality assurance procedures and advise the contractor and DWS on the adequacy and need for additional controls, inspections and testing.
 10. Adjudicate and resolve financial claims by contractor(s).
 11. Assist in the resolution of contractual claims by the contractor.
 12. Establish and maintain a financial control system.
 13. Clarify details and descriptions during construction as required.
 14. Prepare valuations for payment certificates to be issued by the principal agent.
 15. Instruct witness and review all tests and mock ups carried out both on and off site.
 16. Check and approve contractor drawings for design intent.

17. Update and issue drawings register.
18. Issue contract instructions as and when required.
19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
20. Inspect the works and issue practical completion and defects lists.
21. Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.
22. Quarterly DWS Dam Safety Reports shall be prepared and submitted by the Approved Professional Person (APP). The reports will be signed off by the APP. The reports shall be submitted in compliance with the national Dam Safety Office requirements. Reports on unusual occurrences should be submitted promptly to the Client. The Consultant shall provide any special report related to the Works as reasonably requested by the DWS. Submissions and required number of copies are listed in Table 9.1.

Table 9.1: Submittals for Construction Supervision

Submission	No of reports*
Summary Progress Report	40
IPC	40
Financial Reviews	5
Technical Reports	5
Completion Reports	5
Quarterly DWs Dam Safety Report	14

* The number of copies shall be subject to approval by the DWS.

9.1.5 Stage 6 – Close-Out

Fulfill and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

9.2 Additional Services

The following services are additional to the normal services provided by the Professional Service Provider, unless specifically agreed otherwise between the Professional Service Provider and the Employer. The agreement on the services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered. Additional services shall be on an assignment basis.

9.2.1 Additional Services pertaining to all Stages of the Project

1. All services related to defining the scope of work that are normally paid for on time and cost basis.
2. Enquiries not directly concerned with the works and its subsequent utilization.
3. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision or diversion of services not forming part of the works.
6. Additional work in obtaining the formal approval of the appropriate Government Department or Public Authorities and Utilities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
7. Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
8. Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
9. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
10. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
11. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the professional service provider.
12. Travel/accommodation and travel time costs related to offsite inspection and testing of materials and plant during manufacture and/or prior to delivery to site.
13. Preparing and setting out particulars and calculations in a form required by any relevant authority.

14. Abnormal additional services by, or costs incurred by the professional service provider due to the failure of a contractor or others to perform their required duties adequately and on time. For example:-
 - a. When the works Contract is extended beyond the awarded contract period due to poor contractor performance or any other unforeseen circumstances beyond the control of the professional service provider, attendance at meetings and related inspections are considered as additional services. Alternatively, the portion of the fee due for the Contract Administration and Inspection Stage is adjusted pro-rata to the extended duration versus the originally expected duration.
 - b. Where more frequent inspections are required due to poor contractor performance or other extraneous factors beyond the control of the professional service provider, these are normally considered to be additional services.
 - c. Dealing with excessive, unreasonable and spurious claims by the Contractor.
15. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
16. Investigating or reporting on tariffs or charges leviable by or to the client.
17. Advance ordering or reservation of materials and obtaining licenses and permits.
18. Preparing detailed operating, operation and maintenance manuals.
19. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by client, or his duly authorized agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his complete designs and/or any other documentation and/or change the services and/or duties. Such additional services are subject to agreement in writing between the professional service provider and employer prior to executing thereof.
20. The frequency and extent of site administration and inspections that are required relative to the norm: the frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. the norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the works as described for Level 1 Construction Monitoring in 4.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.
21. Preparing As-Builts drawings on designs done by others or related to alterations to existing works.
22. Work and/or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - a. Incorporation of any targeted participation goals and training outcomes.

- b. The measuring of key participation indicators.
 - c. The selection, appointment and administration of participation and;
 - d. Auditing compliance with the above by any contractors and/or professional consultant.
23. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the consulting engineer provides services.
 24. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and employer.
 25. Arranging forward cover for imported goods, materials or services.

10 Deliverables (As per ECSA board Notice 138 of 2015)

The following outputs/outcomes are expected from the PSP:-

All deliverables shall be officially SIGNED OFF and approved by the Employer before any payment thereof would be considered. The PSP shall not commence to the next stage without completion of all the deliverables of the preceding stage and acceptance of those by the Employer.

Table 10.1: Deliverables

Deliverables per each stage	Due dates
Stage 1 – Inception <ul style="list-style-type: none"> • Inception Report • Approved Professional Person (APP) and Professional Team appointment letter from the Dam Safety Office • Agreed services and scope of work. • Signed agreement. • Report on project, site and functional requirements. • Schedule of required surveys, test, analyses, site and other investigations, including Geotechnical Investigations. • Schedule of consents and approvals and related lead times. 	As per programme in the financial proposal submitted by the Professional Services Provider
Stage 3 – Design Development (detail Design) <ul style="list-style-type: none"> • Design Criteria Memorandum • Approved Detailed Design Reports and drawings By the Approved Professional Person (APP). • Approved Design Report by the APP. • Bill of Quantities and Project Specifications. • Local and other authority submission drawings and reports. 	As per programme in the financial proposal submitted by the Professional Services Provider

Deliverables per each stage	Due dates
<ul style="list-style-type: none"> • License to Construct • Detailed estimates of construction costs. 	
Stage 4 – Documentation and Procurement <ul style="list-style-type: none"> • Specifications. • Services co-ordination. • Working drawings (Construction drawings) • Budget construction cost. • Tender documentation. • Priced contract documentation. 	As per programme in the financial proposal submitted by the Professional Services Provider
Stage 5 – Contract Administration and in section <ul style="list-style-type: none"> • Schedule of predicted cash flow. • Construction documentation. • Quarterly DWS Dam Safety Reports. • Drawings register. • Estimates for proposed variations. • Contract instructions. • Financial control reports. • Valuations for payment certificates. • Progressive and draft final account(s). • Practical completion and defects list. • All statutory certification and certificates of compliance as required by the local and other Statutory Authorities. • Construction Permit from DOL • Construction Completion Reports • Emergency Preparedness Plan • Operation and Maintenance Manual • License to Impound 	As per programme in the financial proposal submitted by the Professional Services Provider
Stage 6 – Close-Out <ul style="list-style-type: none"> • Valuations for payment certificates. • Works and final completion list. • Operations and maintenance manuals, guarantees and warranties. • DWS Dam Safety reports. • As-built drawings and documentation. • Final accounts. 	As per programme in the financial proposal submitted by the Professional Services Provider
Capacity Building and Training <ul style="list-style-type: none"> • Three positions for DWS Civil Engineering candidates trained for professional registration (during site supervision) and two 	As per programme in the financial proposal submitted by the Professional Services Provider

Deliverables per each stage	Due dates
Engineering Geologist Candidates trained for professional registration (During excavations and foundation mapping) and including 2 training workshops	

11 Project Proposal

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

- Standard Bidding Documents, as described under **Section 11.3**;
- A Technical Proposal, to demonstrate the capability of the bidder to perform the full scope presented in this Terms of Reference; and
- A Financial Proposal, to provide the cost to undertake this assignment. The Financial Proposal must be submitted sealed in a separate envelope.

Bidders should submit comprehensive Technical and Financial Proposals as this project is managed to avoid variation orders as far as possible. There is a limit to the amount of variation of the original Contract Amount that is permitted by National Treasury regulations; and any variation of scope or cost requires the approval of DWS regardless of extent. Bids that show a lack of understanding of the Scope of Services and that are not comprehensive enough will be evaluated accordingly.

11.1 Technical Proposal

11.1.1 Introduction

An introductory section should provide a brief overview of the bidding organization with particular emphasis on available capacity to perform this project.

The DWS reserves the right to second DWS officials to the team of the supervising engineer as training, as shown on the site supervision organogram. The seconded personnel will be paid by the DWS.

11.1.2 Past Experience

Bidders are required to provide information on dam engineering related projects undertaken by the bidding organisation. Specific details must be given to indicate the extent of each past dam engineering related project. The responsibility of the proposed Approved Professional Person and the Profession Team members (Task Leaders and Specialists) in these past projects must be specified. The Client organisation and contact details (name and telephone number), indicative professional fees and duration of the work programme must also be specified for each assignment.

11.1.3 Approach and Methodology

The Scope of Services indicates that this assignment should be undertaken in a modular manner, structured around clearly defined and related tasks.

Bidders are expected to provide a brief description of the approach, methodology and comments on the ToR, illustrating their understanding of the challenges of the Deliverables in Table 9.1, time frames, and proposed method to complete the project on programme. The bidder is required to provide a brief outline of the work to be undertaken, placing emphasis on the important or critical aspects of each task. Particular attention must be given to compliance with standing legislation.

Where the Scope of Services is silent on particular issues, bidders must be clear in stating which issues can be expected to arise during each stage and which additional tasks may be necessary. These assumptions / additional tasks must be clearly indicated in the Technical Proposal.

Bidders are required to propose their own programme of work, in a Gantt chart in MS Project, illustrating their understanding of the best way to organise the Project. This representation should show phases of the assignment, tasks within stages and, where necessary, sub-tasks. The work programme must also indicate the dates at which critical milestones can be reached and the critical path.

11.1.4 Team Capability and Availability

Bidders are required to provide a team of professionals with the necessary knowledge, experience and expertise to undertake and complete all the tasks contained in this Terms of Reference. A **project team organogram** must be presented indicating key positions such as APP and Professional Team members. Persons proposed for these positions must be identified and supported by CVs of one to two A4 pages each, which are to be included in an Appendix. Brief capability statements must be given for each designated team member, emphasising recent experience relevant to the task envisaged.

The availability of each designated team member for the expected duration of the assignment must be indicated by reference to limitations that may be placed by other known commitments. Information must also be given on the key support staff envisaged for the assignment, supported by brief CVs, also included in an Appendix. **CVs, with telephone numbers, must be signed and dated** to show commitment by each team member.

Company profiles and other commercial information may be **provided in a separate appendix** but will not be used for the evaluation of bids, so keep this section to a minimum.

11.2 Financial Proposal

The **Financial Proposal** is a stand-alone document that should provide comprehensive information on the cost of undertaking all the deliverables required in table 10.1. This Proposal must be submitted in a sealed separate envelope.

Bidders shall make provision in their Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services (Table 10.1) including provision for necessary **Contingencies** and bidders must add them to the Proposal.

The Financial Proposal shall include the following:

- **Breakdown of deliverables** and associated costs based on the allocation of resources to the various tasks, sub-tasks and other activities described in the Scope of Services;
- **Value Added Tax (VAT)** at 15% on the total estimated cost. VAT must only be added as a penultimate item before the total cost, right at the bottom of the table;
- **Escalation of professional fees** over the contract period must be built into the deliverable costs and may not be claimed separately later. However, escalation of professional fees beyond the contract period, if the contract is extended, must be stated separately as a percentage;
- **Monthly cash flow** for the contract period based on the work programme; and
- **Breakdown of professional fees** to show the amount earned each team member and the fees earned by **Historically Disadvantaged Individuals (HDIs)**.

11.2.1 Cost of Deliverables

The cost of deliverables must be defined in the **Financial Proposal** as it is the intention to manage this Design and Construction Supervision based on deliverables in Table 10.1 and not on the number of hours worked, except for full-time site supervision which will be man-months claimed per approved time sheet. The person-hours, which also need to be provided, must therefore be linked to suitable deliverables that can be achieved on a regular basis to provide a smooth cash flow that meets the requirements of the PSP. Past experience has shown that, on average, most service providers cannot survive periods longer than three months without a payment. The expected deliverables have been presented in Table 10.1 and must be linked to professional fees as per section 11.2.3 below.

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

- a) Professional time-based costs and disbursements for each task;
- b) Sub-consultants whose costs are part of this Bid;
- c) Provisional Sums provided by DWS (refer **11.2.4** below);
- d) Value Added Tax (VAT) at 15% on the total estimated cost (must appear on Summary Sheet);
- e) Cash flow and estimated total cost;
- f) Links to the proposed work programme; and
- g) Breakdown by study team member fees including fees earned by HDIs.
- h) APP as described in 11.2.2

11.2.2 Approved Professional Person: Design and Quality Control

Bidders should appoint and provide approved Professional Person (design and quality control) for Foxwood Dam with Dam Safety Office.

Bidders should provide a detailed cost breakdown for APP service for all stages of the project. All cost provided for APP shall be fixed for the full term of the Contract, and no additional payments nor claims shall be permitted for reviews in the event of a change of an APP or anything whatsoever.

NB: A successful bidder shall provide a proof of Approved Professional Person with Dam Safety Office for Foxwood Dam within 120 days after award, failing which will render the award null and void.

11.2.3 Specialist Sub-contractors and Sub-consultants

Specialist sub-contractors and sub-consultants may need to be appointed by the DWS from time-to-time as the need arises during the implementation of the project.

Bidders are **not** required to provide an estimate in the **Financial Proposal** for the payment of these sub-contractors and sub-consultants. Bidders may, however, make provision for the management fees for these tasks.

DWS shall provide a **Provisional Sums** in the **Budget** for the payment of sub-contractors and sub-consultants, which will be paid through the **Contract** of the **appointed PSP**.

An **Administrative Fee** of 10% shall cover the handling by the PSP of the appointment, management and payment of any additional nominated specialist sub-contractors and sub-consultants, on behalf of DWS. DWS will also make provision for this fee in the **Budget**.

11.2.4 Schedule of Task: Basis for Financial Proposal

Activity	Cost (R)
To be listed as per the individual stages shown in Table 10.1: Deliverables .	
Provisional Amount	R 20 000 000.00
VAT (15%)	
Total	

The Supervising Engineer site offices, office equipment, and all computer hardware and software requirements to be specified in the bill of Quantities for the dam construction and will be provided by the Main Contractor under the dam construction contract and will become the property of DWS upon completion of construction.

Please note that payment will be made strictly as per the deliverables indicated by the PSP in the above Table 10.1.

The end of each stage will constitute a hold-point and the PSP will not proceed to the next stage unless the Employer's Agent has given written approval to that extent.

11.3 Evaluation System

The Department of Water and Sanitation shall evaluate all proposals (bids) in accordance with the new Preferential Procurement Regulations, 2022, using 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for specific goals.

A four-phase evaluation system will be followed in evaluating the bids. On receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

- Phase 1: Mandatory Requirements
- Phase 2: Administrative compliance
- Phase 3: Technical Evaluation and Specification Compliance
- Phase 4: Price and Preference Points Claimed.

11.3.1 Phase 1: Mandatory Requirements

Bidders are required to comply with the following listed below: - Failure to comply will render your bid non-responsive and will be disqualified.

No.	Criteria	Yes	No
1	Bidders must attend the compulsory briefing and bidders name must appear on the attendance register.		
2	Lead Professional Engineer must attach a valid certified copy of the Professional registration with the Engineering Council of South Africa (ECSA) and comprehensive Curriculum Vitae (CVs).		
3	Company must submit proof of valid and current professional indemnity insurance from accredited financial service provider to the value of their bid price.		

11.3.2 Phase 2: Administrative Compliance

Bidders are required to comply with the following listed below

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database and must submit CSD report. Provide MAAA number on SBD1		

No	Criteria	Yes	No
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board		
6	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
7	Complete, sign, submit SBD1, SBD3.3, SBD 4, SBD 6.1		

11.3.3 Phase 3: Technical Evaluation and Specification Compliance

Bidders must score at least 70% for functionality to qualify for Phase 4 of adjudication. Bids that score less than 70% will be disqualified as technically incompetent and unacceptable. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

Table 11.1: Functionality Criteria

Functionality Evaluation Criteria	Points value	Maximum Points Awarded
Past Experience: (In dam engineering only)		30
a) This criterion relates to the experience of the bidding company (including Joint ventures, etc) in dam engineering aspects over the past years, only. **NOTE**: <i>Number of successful completed dam engineering projects as per the scope of service. Completion certificates of completed projects must be submitted. In the event of projects currently being undertaken reference letters should be provided. (Experience on category III dams)</i>		
6 projects or more	30	

Functionality Evaluation Criteria	Points value	Maximum Points Awarded																								
5 projects	24																									
4 projects	18																									
3 projects	12																									
2 projects	6																									
0 to 1 project	0																									
Methodology: The methodology provided by bidders will be evaluated according to the following criteria: a) Detailed method statement for each deliverable in Table 10.1 b) The critical aspects of deliverable are emphasised c) The expected challenges associated with each deliverable are highlighted d) A detailed work programme for the deliverables in Table 10.1 is provided		20																								
All 4 criteria are adequately addressed in Technical Proposal	20																									
3 criteria are adequately addressed in Technical Proposal	15																									
2 criteria are adequately addressed in Technical Proposal	10																									
Only 1 criteria is adequately addressed in Technical Proposal	5																									
No criteria are adequately addressed in Technical Proposal	0																									
Team Capability: Professional Team members		35																								
<table><tr><th>Minimum Professional Team members</th><th>Team Member appointed (yes or no)</th><th>Professional Certificate attached (Yes or no)</th></tr><tr><td>Hydraulic Engineer</td><td></td><td></td></tr><tr><td>Structural Engineer</td><td></td><td></td></tr><tr><td>Professional Engineering Geologist / Geotechnical Engineer</td><td></td><td></td></tr><tr><td>Electrical Engineer</td><td></td><td></td></tr><tr><td>Mechanical Engineer</td><td></td><td></td></tr><tr><td>Environmental Scientist</td><td></td><td></td></tr><tr><td>Hydrological Scientist / Equivalent</td><td></td><td></td></tr></table>	Minimum Professional Team members		Team Member appointed (yes or no)	Professional Certificate attached (Yes or no)	Hydraulic Engineer			Structural Engineer			Professional Engineering Geologist / Geotechnical Engineer			Electrical Engineer			Mechanical Engineer			Environmental Scientist			Hydrological Scientist / Equivalent			
Minimum Professional Team members	Team Member appointed (yes or no)		Professional Certificate attached (Yes or no)																							
Hydraulic Engineer																										
Structural Engineer																										
Professional Engineering Geologist / Geotechnical Engineer																										
Electrical Engineer																										
Mechanical Engineer																										
Environmental Scientist																										
Hydrological Scientist / Equivalent																										
NOTE: For one (1) affirmative, both “Team member appointed”, and “professional certificate attached” columns should be marked (Yes).																										
For total of 7 affirmatives	35																									
For total of 6-7 affirmatives	28																									
For total of 4-5 affirmatives	21																									
For total of 2-3 affirmatives	14																									
For total of 1	7																									

Functionality Evaluation Criteria	Points value	Maximum Points Awarded				
For 0 affirmatives	0					
<p>Capacity Building and Training:</p> <p>Provide clear proposals on capacity building and training as per Table 10.1, which includes secondment of DWS officials and presentation of training workshops. Topics for workshops should also be provided.</p> <p>Assessment shall be as follows:</p> <p>**NOTE**: Each candidate and workshop amount to 1 point</p> <p>When provision is made for DWS Civil Engineering candidate Engineers:</p> <table><tr><td>Provision for:</td></tr><tr><td>Six (6) Built Environment Candidates</td></tr><tr><td>Two (2) Scientific Candidates</td></tr><tr><td>Two (2) Workshops</td></tr></table>	Provision for:	Six (6) Built Environment Candidates	Two (2) Scientific Candidates	Two (2) Workshops		15
Provision for:						
Six (6) Built Environment Candidates						
Two (2) Scientific Candidates						
Two (2) Workshops						
For total of 10	15					
For total of 8 - 9	12					
For total of 6 - 7	9					
For total of 4 - 5	6					
For total of 1 - 3	3					
For total of 0	0					
TOTAL		100				

11.3.4 Phase 4: Evaluation of Price and Preference Points Claimed:

During this phase, bid proposals that passed phase 3 will be further evaluated based on the Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals.

A maximum of **ninety (90) points** are allocated for **Price** on the following basis:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for comparative price of the bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Points claimed will be according to a bidder's specific goals as indicated in Table 1 below:

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

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:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Women Ownership	2
Disability Ownership	2
Youth Ownership	2
Location of enterprise (local equals province) e.g., Eastern Cape	1
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
TOTAL SCORED POINTS	10

Specific goals" means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect of a person younger than 35 years of age.

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

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

Documents required for verification of points allocated will be:

Specific Goal	Requires Proof Documents
Women Ownership	Full CSD Report
Disability Ownership	Full CSD Report
Youth Ownership	Full CSD Report
Location of enterprise	Full CSD Report
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	Valid B-BBEE certificate/sworn affidavit Consolidated B-BBEE certificate in cases of Joint Ventures/ Partnership Full CSD Report

12 Briefing Session and Contact Details

A compulsory on site / physical briefing session should be attended by bidders.

- To attend to any specific questions to this Terms of Reference, service providers are required to submit formal enquiries directly to the Project Manager and the Supply Chain Management office, via email.
- Service Providers may submit questions and the Department will respond to such questions and also upload all questions and answers on the departmental website www.dwa.gov.za.

The contact persons listed in Table 12.1 below will attend to all questions.

The **Directorate: Civil Engineering** working together with the **Directorate: Supply Chain Management** is administering this Terms of Reference and invitation to bid. The contact persons for enquiries about this assignment are as given in **Table 12.1** below.

Table 12.1: Contact Details

Contact Person		Postal Address
For Technical Matters (Engineering Services)	For Bid Administrative Matters	
Mr Ezekiel Koadibane Tel: 012 336 7694 Cell: 066 300 7766 Email: koadibaneE@dws.gov.za or Mr. Daniel Thabo Sere Civil Engineering - Dam Design T: 012 336 8300 C: 076 720 3003 E: SereD@dws.gov.za	Tel: 012 336 7780/ 6265/ 8151/ 8241/ 7596 E-mail: bidenquirieswte@dws.gov.za	Private Bag X 313 PRETORIA 0001

NOTE: Email correspondence regarding this Bid should be send to both technical and bid administrative contact persons listed in **Table 12.1** above.