



**TERMS OF REFERENCE**

**TURNKEY PROJECT: DESIGN REVIEW, APPROVAL, AND CONSTRUCTION OF  
GUARDHOUSE AT DRIEKOPPIES DAM**

**CIDB GRADING (SOUTH AFRICA COMPANIES): 2GB OR HIGHER  
CIC GRADING (ESWATINI COMPANIES): 6C OR HIGHER**


**TENDER NO. KOB/DD/03/2026**

**CLOSING DATE OF SUBMISSIONS: 23 March 2026 at 12.00 HRS**

**TENDERS MUST BE HAND DEPOSITED AS FOLLOWS:**

Komati Basin Water Authority  
Maguga Dam  
Pigg's Peak  
**ESWATINI**  
Telephone 013 591 2644


Komati Basin Water Authority  
R570 Driekoppies Dam Offices  
Schoemansdal  
**Republic of South Africa**  
Telephone 013 591 2633

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**SECTION 1: REQUEST FOR PROPOSALS**  
**TURNKEY PROJECT: DESIGN REVIEW, APPROVAL, AND CONSTRUCTION OF**  
**GUARDHOUSE AT DRIEKOPPIES DAM**

1. Interested experienced civil engineering construction firms are invited to submit a **technical proposal (A) and, in a separately sealed envelope, a financial proposal (B)** for a turnkey project: design review, approval, and construction of guardhouse at Driekoppies dam. Proposals would form the basis for negotiations and an agreement between the successful bidder and the Komati Basin Water Authority (KOBWA). **Failure to comply with clause may lead to automatic disqualification.**
2. The purpose of this project is to construct a guardhouse at Driekoppies Dam to enhance physical security and strengthen operational control at the spillway. The facility will enable regulated access, monitor personnel movement, and protect critical water infrastructure.
3. To assist bidders in preparing proposals, the following are enclosed:
  - a. Supplementary Information (Section 2),
  - b. Appendix A - Scope of Services (Section 3),
    - Proposals should be submitted in the format provided for in Section 2 to be evaluated in two stages. Initially the services proposal will be evaluated and rated. **Should a rating of less than 70 points be achieved the proposal will not be acceptable and the financial proposal will not be opened.**
    - Weighting.
  - i. Technical Proposal 80%,
  - ii. Financial Proposal 20%
4. The following conditions must be complied with:  
**Failure to comply with the following will render the tenderer liable to rejection:**
  - a. All pages must be completed, and all page's form part of the tender document, therefore no page removal is allowed.
  - b. Scratching out / painting over rates / use of correcting fluid is not allowed.
  - c. Failure to attend compulsory site inspections / compulsory briefing sessions case is required.
  - d. Failure to submit documents required in this document
  - e. Enterprise particulars not provided.
  - f. The bid has been submitted after the closing date and time.


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g. Failure to initial or sign all Pages of the Tender documents

5. **Mandatory Bid Requirements** - the following are ALL mandatory attributes to qualify to make the bid and should form part of the technical proposal.

Republic of South Africa	Kingdom of Eswatini
Certified copy of company registration (CIPC or equivalent).	Valid form J registration
Certified registration with the Consulting Engineers South Africa (CESA)	Proof of registration with the Architects, Engineers, Surveyors, and Allied Professionals (AESAP)
Proof of registration on the Central Supplier Database (CSD)	Proof of Trading License
Certified copy of CIDB Grading: 2GB or Higher	Certified copy of CIC Grading: 6C or Higher
Original Bid and a Copy – (both hard copies clearly marked as either original and copy and one ELECTRONIC COPY – USB).	Original Bid and a Copy – (both hard copies clearly marked as either original and copy and one ELECTRONIC COPY – USB).
Valid Tax clearance certificate.	Valid Tax clearance certificate.
Liability insurance cover.	Liability insurance cover.
Compensation for Occupational Injuries and Diseases Act	Eswatini National Provident Fund
Attendance of compulsory site visit on 03 March 2026 at Driekoppies dam at 10:00 am	Attendance of compulsory site visit on 03 March 2026 at Driekoppies dam at 10:00 am
Proof of payment for the purchased TOR.	Proof of payment for the purchased TOR.
Proof of UIF registration certificate	Proof of Valid Labour Compliance Certificate
Signed and completed Bill of Quantities (BoQ).	Signed and completed Bill of Quantities (BoQ).

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Komati Basin Water Authority, be cancelled at the sole discretion of Komati Basin Water Authority.

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6. Proposal Evaluation - the services proposal will be evaluated using the two stages bidding process as follows:


6.1. Functionality Criteria; and

6.2. The 80/20 preference point system.


A maximum of 80 points representing price and 20 points representing Broad-Based Black Economic Empowerment for South Africa. Only bidders who meet the minimum requirements of the functionality criteria will be considered in this phase. The following formula will be used for the preference point system.

## 7. Functionality Proposal Evaluation

CRITERIA FOR FUNCTIONALITY	RATINGS	WEIGHT
Company Experience in the industry.	<p>Minimum of 5 year's verifiable experience in similar projects.</p> <ul style="list-style-type: none"> <li>Between 0-4: 0 points</li> <li>Between 5-10: 2 Points per year</li> </ul> <p style="text-align: right;"><b>Max (10)</b></p>	<b>10</b>
Key Personnel Qualifications & Experience. Attach organogram and CVs with certified copies not older than 3 months.	<p><b>Design Engineer / Manager: Minimum:</b></p> <ul style="list-style-type: none"> <li>Certified BSc/BEng/BTech Civil Engineering, Mandatory with ECSA or AESAP (Pr Eng / Pr Tech Eng) registration (8).</li> <li>Minimum of 5 years' experience (4) and</li> <li>Minimum of 5 similar projects in the last 36 months (3).</li> </ul> <p style="text-align: right;"><b>Max (15)</b></p>	<b>30</b>
	<p><b>Site Agent / Resident Engineer: Minimum:</b></p> <ul style="list-style-type: none"> <li>Certified NDip/BTech/BEng Civil Engineering, Mandatory ECSA or AESAP (Candidate/Pr Techni Eng) (5).</li> <li>Minimum of 3 years' experience (2) and</li> </ul>	


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CRITERIA FOR FUNCTIONALITY	RATINGS	WEIGHT
	<ul style="list-style-type: none"> <li>Minimum of 5 similar projects in the last 36 months (3).</li> </ul> <p><b>Max (10)</b></p> <p><b>Safety Agent: Minimum:</b></p> <ul style="list-style-type: none"> <li>Certified relevant OHS qualification (3);</li> <li>Minimum of 2 similar projects (1); and</li> <li>Three years' experience (1).</li> </ul> <p><b>Max (5)</b></p>	
Proposed Operational Plan	<p>Technical Aspect</p> <p>Provide proposed project approach, clearly outlining the following.</p> <ul style="list-style-type: none"> <li>Project Plan: must include the following but not limited to proposed project approach, scope and out of scope, deliverables, and all key activities and be inclusive of time frames: (10)</li> <li>Proposed project recovery plan: (05)</li> <li>Hazard Identification and Risk Assessment (HIRA) and proposed mitigation measures: (05)</li> </ul> <p><b>Max (20)</b></p>	<b>20</b>
Safety, Health, Environment and Quality Compliance.	<p>Provide policy statement and manual signed by top management – 5</p> <ul style="list-style-type: none"> <li>Statement: (2)</li> <li>Manual: 3</li> </ul> <p><b>Max (5)</b></p>	<b>5</b>
Plant and Equipment, Own/Hired	<p>Attach proof of ownership or lease agreement in terms of hire.</p> <ul style="list-style-type: none"> <li>10 000L Water Tanker (2)</li> <li>6m<sup>3</sup> or 10 m<sup>3</sup> Tipper Truck (2)</li> </ul>	<b>10</b>

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CRITERIA FOR FUNCTIONALITY	RATINGS	WEIGHT
	<ul style="list-style-type: none"> <li>• Plate Compactor (3)</li> <li>• Excavator or TLB (Tractor-Loader-Backhoe) (3)</li> </ul> <p style="text-align: right;"><b>Max (10)</b></p>	
Institutional Experience -Track Record of clients	Provide a list of five (5) testimonials with project values bearing a date of not more than 36 months ago. <p style="text-align: right;"><b>Max (5)</b></p>	<b>5</b>
Local Advantage	Attach proof of residence. <ul style="list-style-type: none"> <li>• From communities around Driekoppies Dam (15)</li> </ul> <p style="text-align: right;"><b>Max (15)</b></p>	<b>15</b>
Bank Rate of Transactability	Bank Rating of transactability: C or better: 5 D: 3 E or Lower :0 <p style="text-align: right;"><b>(Max 5)</b></p>	<b>5</b>


**Should a rating of less than 70 points be achieved, the Technical Proposal will not be acceptable, and the financial proposal will not be opened.** The financial proposal will only be considered and evaluated should a rating of 70 points or higher be achieved for the services proposal.

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**SBD1**  
**PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KOMATI BASIN WATER AUTHORITY)</b>					
BID NUMBER:	KOB/DD/01/2026	CLOSING DATE:	23 MARCH 2026	CLOSING TIME:	12H00
DESCRIPTION	TURNKEY PROJECT: DESIGN REVIEW, APPROVAL, AND CONSTRUCTION OF GUARDHOUSE AT DRIEKOPPIES DAM				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
MR3 ROAD, MAGUGA DAM, PIGG'S PEAK, ESWATINI					
OR					
R570 ROAD, DRIEKOPPIES DAM OFFICES, SCHOEMANSDAL, REPUBLIC OF SOUTH AFRICA					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 BELOW ]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		




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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. FOR THE KINGDOM OF ESWATINI SERVICE PROVIDERS, PROVIDE PROOF OF 51% OR MORE SWAZI OWNERSHIP AS PER THE PROCUREMENT ACT 7 OF 2011 AS AN EQUIVALENT OF THE ATTACHED SBD1 DOCUMENT.

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**SBD 3.1**  
**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**


Name of bidder.....	Bid number.....
Closing Time .....	Closing Date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/not firm
-	Delivery basis	.....	

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

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

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## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity Number: .....

- Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

- Tax Reference Number: .....


- VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- 2.6.2 any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance

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Management Act, 1999 (Act No. 1 of 1999);

- 2.6.3 any municipality or municipal entity;  
a) provincial legislature;  
b) national Assembly or the national Council of provinces; or  
c) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....

Name of state institution to which the person is connected: .....

.....

Position occupied in the state institution: .....

Any other particulars

.....

.....

.....

- 2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**


- 2.8.1 If so, furnish particulars:

.....

.....

.....

- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?


YES/NO

2.11.1 If so, furnish particulars:

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

**Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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## DECLARATION

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


CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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## 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

*(delete whichever is not applicable for this tender).*

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

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


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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

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preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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


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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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.

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**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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

#### 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:

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- 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:** .....

.....

.....

.....

.....

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## SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**NB: KOE Suppliers will be vetted against Eswatini Revenue Services for tax related compliance matters.**

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## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.


I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder


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## SBD9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)


in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:


I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

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6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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



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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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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.

11. The financial proposal will be evaluated as follows:

The financial proposal with the lowest Total Designated Cost (TDC) will be assigned the maximum of 100. The TDC is defined as the total of all costs directly related to personnel allowances (salary, social benefits, transport of personnel and effects), fees and directly reimbursable expenses for project items such as vehicles, computers etc. The financial proposals will be scored as:

$$Px = 100Cm/Cx$$

Where:

Px = Rating assigned to a financial proposal,


Cm = Cost of the lowest TDC

Cx = TDC of proposal being assessed.

12. The 80/20 preference point system

13. The financial proposal will be evaluated as follows:

The financial proposal with the lowest Total Designated Cost (TDC) will be assigned the maximum of 100. The TDC is defined as the total of all costs directly related to personnel allowances (salary, social benefits, transport of personnel and effects), fees and directly reimbursable expenses for project items such as vehicles, computers etc. The financial proposals will be scored as:

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$$Px = 100Cm/Cx$$


Where:

Px = Rating assigned to a financial proposal,


Cm = Cost of the lowest TDC

Cx = TDC of proposal being assessed.

Costs for preparing the proposal and for any negotiations are not reimbursable

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Categories of people Historically disadvantaged individuals	Requirements	Number of points (80/20 system)
<b>Blacks and people who had no franchise on national elections before 1994 constitution (more than 51% ownership)</b>	Certified ID copy and CIPC registration or CSD report or Form J, Form C, Trading License Certified ID copy and CIPC registration/ CSD report or Form J	<b>3</b>
<b>Women (more than 50% ownership) Or Youth (more than 30% ownership) Or People with disabilities (more than 10% ownership)</b>	Commissioned company letter declaring ownership    Medical report sanctioned by qualified professional	<b>1</b>
<b>Located in a specific Local Area of Supply for work to be done at either of the two Countries as stipulated below:  Republic of South Africa – Mpumalanga Province – Driekoppies Dam OR Kingdom of Eswatini – Maguga Dam</b>	Official Municipal Rates Statement which is in the name of the bidder Or Valid Lease agreement which is in the name of the bidder (accompanied by owners Official Municipal Rates Statement)  Or Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder	<b>10</b>

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### CATEGORIES OF RDP GOALS

Promotion of BBBEE companies	Sworn affidavits/ CIPC/BBBEE certificate	5	BBBEE level	1	2	3	4+
			Points (80/20)	5	2	0	0

Eswatini Companies	Number of points
51% or more Swazi Ownership	20
Below 51% Swazi Ownership	0

**Kingdom of Eswatini: Public Procurement Act 7 of 2011.**

14. Proposals including costs should be valid for a period of at least 150 days from the closing date for submissions.
15. Compulsory site visit will be held at Driekoppies Dam, conference room on **03 March 2026** at 10:00 am.
16. Proposals must be physically submitted and signed for on the register on or before 12h00 hours on the 23 March 2026 into a tender box at the following address.


**Komati Basin Water Authority  
Maguga Dam Offices  
P. O. Box 678  
Pigg's peak  
H108**

**Komati Basin Water Authority  
Driekoppies Dam Offices  
P. O. Box 518  
Malelane  
1320**

17. Proposals should be submitted in two separate, sealed envelopes as follows:

Technical Proposal – Ref: **KOB/DD/03/2026a**; and

Financial Proposal – Ref: **KOB/DD/03/2026b**

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Any request for more information or clarifications should be made in writing, no later than five (5) days before the tender closing date at the following contact details:

Mr. Thabo Mahlobo – Infrastructure Maintenance Technologist

Mr. Siyanda Zembe – Procurement and Asset Management Accountant

Tel: (+27) 13 591 2633/44

Email: [thabo.mahlobo@kobwa.co.za](mailto:thabo.mahlobo@kobwa.co.za) copy to: [themba.ngubeni@kobwa.co.za](mailto:themba.ngubeni@kobwa.co.za)  
[siyanda.zembe@kobwa.co.za](mailto:siyanda.zembe@kobwa.co.za) [maguqa.office@koba.co.za](mailto:maguqa.office@koba.co.za)

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## SECTION 2: SUPPLEMENTARY INFORMATION

Supplementary Information to include, but not limited to the following:

### 1. General

#### 1.1 Preparation and submission of proposal

**1.1.1. Submission of Qualifications:** Proposers should submit abridged Curriculum Vitae's (CV's) of the proposed personnel with certified certificates not older than 3 months in the evaluation criteria.

**1.1.2. Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the relevant state laws applicable.

#### 1.2 Proposed schedule for submission and commencement of services:


- Closing Date: **23 March 2026 at 12.00 HRS**
- Commence services: **01 July 2026**

#### 1.3 Negotiations

The required negotiations to reach agreement on all components of the required services will result in a contract. Negotiations will commence with the services proposal and proceed to the financial proposal focusing on underlying or unit cost rates.

#### 1.4 Service Level Agreement

This ToR in collaboration with submitted bid documents forms part of the project Service Level Agreement and in-line with the Joint Building Contracts Committee: Minor Agreement Works (JBCC®) as the Principal Building Agreement, Edition 5.2.

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### 1.5 Retention:

A 10% (split 5% at Practical Completion and 5% at Final Completion).

### 1.6 Defect Liability Period

A 6 month defect liability period will be implemented where the PSP shall remain liable for the quality of the works and during which the contractor must, at their own cost, make good any issues that appear (split 5% at Practical Completion and 5% at the end of the DLP).


### 1.7 FORCE MAJEURE

1.7.1 Force majeure shall be considered to be circumstances where the performance of any obligation in terms of the Agreement are suspended or postponed by-

- Strikes or lock-outs or any combination thereof by employees of either of the Parties;
- War or civil commotion;
- Any cause, except as may otherwise be provided for in the Agreement, beyond the reasonable control of either of the Parties; and
- Any natural disaster.

1.7.2 If the completion of any obligation be delayed as a result of force majeure, the Party who is unable to perform its obligation shall, within 7 working days of the occurrence of such force majeure, give notice thereof in writing to the other Party and request an extension of time in which to comply with its obligation. On receipt of such notice and supporting particulars of the claim, the other Party may in writing grant an extension of time and costs as may be justified.

1.7.3 The Party who is incapable of performing its obligation shall not be liable for any such claim which the other Party may have as a result of such obligation not being performed provided that the reason why it cannot perform its obligation is due to force majeure and provided further that the notice referred.

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1.7.4 In the event of force majeure continuing for a period of 14 working days after an extension to perform has been granted by KOBWA or the Service Provider is unable to perform, KOBWA alone shall be entitled to terminate the Agreement by written notice to the Service Provider without incurring any liability to the Service Provider.

## 1.8 Variation Orders

Variation orders encountered by the Service Provider on site due to any unforeseen extension of scope and/or variation of scope of work shall be submitted to the KOBWA for verification and approval before any works can commence. Such, request shall be submitted in writing 7 days upon the discovery of such incident and KOBWA shall in return submit an approval and/or disapprove or extension of time in writing 7 days after the receiving the said request.

## 2. Implementation:

KOBWA intends to upgrade security at the dam spillway side by upgrading the existing security infrastructure which no longer meets operational and safety requirements by constructing a new guardhouse that aligns with modern design standards which enhances access control and improves the overall security of the dam premises. The project includes reviewing, amending and approving the existing design drawings and conducting all the necessary statutory construction requirements in line with the Engineering best industry practices from project inception to handover phase.


The successful bidder is expected to commence with the project implementation phase on the 01<sup>st</sup> of July 2026.

## 3. Expected Outputs / Deliverables

The successful bidder will be expected to cover all the stages of the project. The expected outcomes from this tender are as follows:

- Approved guardhouse design drawings
- Completed Construction Works, fully compliant with specifications
- Site rehabilitation after completion



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- Constructed and commissioned septic tank and soak pit including inspection covers, vent pipe and soakaway
- Test Reports (materials, geotechnical, compaction, cube, topographical and underground utilities etc.)
- Installed 12 btu air conditioning unit and integrated CCTV screen and cameras.
- As-Built Drawings and Construction Records
- Final Completion Report with photographic evidence
- Electrical COC
- Health & Safety and Environmental files
- Project Closeout report

#### 4. Institutional Experience

Describe in detail the qualifications of the firm and the company personnel to whom the task would be assigned as well as any back up personnel.

Details should include:

- 4.1 Familiarity and years of service to similar institutions.
- 4.2 Detail of past work performance including the value of the contract.
- 4.3 Names of assigned personnel and their function with relation to this proposal. The personnel sent by the PSP to perform the work shall be as per the submitted bid documentation, any changes to personnel shall be reviewed and approved by KOBWA.
- 4.4 Experience, education and training of assigned personnel with particular regard to public entity experience.
- 4.5 Professional affiliations / credentials of assigned personnel as well as any pertinent publications.
- 4.6 Availability of personnel for consultation from other locations / specialties within the company.
- 4.7 References with names, addresses, and phone numbers of current clients who can be contacted by KOBWA for discussion of services provided to that client.
- 4.8 How the institution proposes to help KOBWA save costs.

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4.9 Any additional remarks/ comments the company wishes to make to elaborate their proposal and qualifications.

## 5. Overall Approach

### 5.1 Work Approach

- (i) Bidders should specify their work approach, referring specifically to components of the services requested, including timeliness for both delivery and service.
- (ii) Tasks and subtasks by components should be specified.
- (iii) Involvement of key personnel should clearly be indicated and required resources.

### 5.2 Work program and manpower schedule

Proposals should include a project plan indicating the timing and duration of tasks and subtasks.

### 5.3 Facilities and accommodation

Appointed PSPs are expected to cater for their own accommodation and transport

## 6. Financial Proposal

6.1 General - Please indicate clearly the costs of service, breaking it down into components, as the need arises for clarity. This should be split by phases clearly indicating the cost of implementing each phase.

6.2 Staff Costs - KOBWA is not liable for any other costs other than the actual cost of implementing the said maintenance.

6.3 The project will be implemented as a lump-sum turnkey contract. Payment will be based on milestone completion, tied to approval of deliverables and progress reports.

### 6.4 Annex 1 Professional Service Providers information


6.4.1 Name of Institution.

6.4.2 Address, telephone and fax numbers, e-mail.

6.4.3 Name and designation of contact persons to whom KOBWA can refer:

- (i) During proposal evaluation;
- (ii) To represent the institution, if requested, to negotiate for the proposed work.

6.4.4 Organizational chart showing designation and reporting relationships of staff proposed for this assignment.

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## SECTION 3

### APPENDIX A


#### SCOPE OF SERVICES

##### 1. BACKGROUND

The Komati River Basin is an international drainage basin that is a source of water for the Republic of South Africa, the Kingdom of Eswatini and the Republic of Mozambique. The Basin comprises a total area of 11,087 km<sup>2</sup> up to the confluence of the Komati and the Crocodile rivers at Komatipoort, with a mean annual run-off of 1,438 million cubic meters.

A Treaty on the Development and Utilisation of the Water Resources of the Komati River Basin between the Republic of South Africa (RSA) and the Kingdom of Eswatini was signed in 1992. The Treaty provides for the development and utilisation of the water resources of the Komati River Basin from its headwaters in RSA to the confluence with the Crocodile River at Komatipoort. An agreement was reached regarding the distribution of the water resource between Eswatini and RSA as well as the residual cross border flows into Mozambique (Piggs Peak Agreement). The Agreement recognises that Mozambique's rightful share of the water resources of the Komati River will be determined at a future date.

The Komati Basin Water Authority (KOBWA) was established as a bi-national agency in terms of the Treaty for the purpose of implementing Phase 1 of the development. Phase 1 comprises the design, construction, operation and maintenance of the Driekoppies Dam on the Lomati River in RSA (phase 1a), and the Maguga Dam on the Komati River in Eswatini (phase 1b).

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## 2.1. Methodology/ Scope

The following outlines the general project scope. The turnkey contractor shall be responsible for the full lifecycle of the project, including reviewing and approving design drawings, tests, surveys, approvals, construction, and handover. Scope includes, but is not limited to:

The following proposed sequence of activities are to be done under this project:

### Task A: Pre-Construction Activities

- a. Stakeholder Engagement and Notifications
  - Inform relevant parties and coordinate access and restrictions.
- b. Site Investigations (Survey and Testing)
  - Topographical Survey
  - Geotechnical Investigation
  - Environmental Baseline Survey
- c. Review and Approve Design Drawings
  - Review the existing guardhouse design drawing.
  - Make necessary amendments for site conditions and compliance.
  - Obtain formal approval from an ECSA or AESAP Professionally Registered Engineer or Technologist.
- d. Environmental and Health & Safety Compliance
  - Prepare and submit Health & Safety and Environmental Management Plans.
  - Apply for necessary construction permits (e.g., Construction Work Permit).
- e. Site Establishment
  - Install fencing, signage, site offices, and temporary services.
- f. Utilities Identification and Coordination
  - Locate and mark existing underground and overhead utilities.
  - Coordinate any required disconnections or protections.
- g. Site Clearance and Preparation
  - Remove vegetation and obstacles; level and compact site.
- h. Setting Out and Survey Control
  - Establish building lines and benchmarks for construction layout.

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i. Procurement and Mobilisation

- Order long-lead materials and mobilise labour, equipment, and subcontractors.

### **Task B: Construction Works (Implementation Phase)**

All construction works shall be executed strictly in accordance with the approved design drawings. Any deviations from or modifications to the design shall not be undertaken without prior written approval from KOBWA's designated representative. Notwithstanding the contents of the design drawings, all items described in the project scope, specifications, and Bill of Quantities shall be deemed part of the Contractor's obligations under this contract and must be executed accordingly.

a. Electrical Installation

- Install conduits, DB board, wiring, switches, and plug points.
- Fix LED light fittings and ensure final testing and commissioning.
- Obtain Certificate of Compliance (COC) from a qualified electrician.
- Supply and Install 12btu aircon (Samsung or equivalent).
- Supply and Install CCTV cameras, screen and signages and integrate it to the existing system


b. Site Works and Finalization

- Conduct landscaping or surface reinstatement.
- Install bike parking slab and signage (if applicable).
- Remove temporary facilities and clear site.

### **Task C: Legislative Compliance Requirements**

The contractor must ensure that all work complies with applicable South African laws, regulations, and standards, including but not limited to:

- Construction Industry Development Board Act, No. 38 of 2000 – For contractor registration and grading requirements.
- National Building Regulations and Building Standards Act, No. 103 of 1977 – Governing building construction standards.
- Occupational Health and Safety Act, No. 85 of 1993 – For safety compliance in the workplace.

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- d. Construction Regulations (2014) – Regulations under the OHS Act for managing health and safety on construction sites.
- e. SANS 10400 – Application of the National Building Regulations.
- f. SANS 10142 – Code of Practice for the Wiring of Premises.
- g. Environmental Conservation Act, No. 73 of 1989 – For environmental management and impact mitigation.
- h. Water Services Act, No. 108 of 1997 – Where applicable to sanitation systems.
- i. Municipal By-Laws and Local Authority Requirements – As enforced by the local municipality for development control.

#### **Task D: Project Management and Reporting**

- a. Develop a project plan, inclusive of detailed methodology, engineering designs and schedules amongst others.
- b. Develop regular/monthly progress reports to the KOBWA.
- c. Development and management of a project execution schedule.
- d. Maintain a site diary, instruction logbook and visitor's form.
- e. Stakeholder coordination and reporting.
- f. Develop Health and Safety Management Plan in compliance with national standards.
- g. Offer construction project management services for the course of the project, this includes but not limited to constant communication with KOBWA in all aspects of the project, assisting KOBWA in liaison with surrounding communities on the social and environmental aspects of the project and ensuring that the project deliverables are in accordance with the scope and specifications of the project.


#### **Task E: Skill transfer**

- a. Offer skill transfer to existing KOBWA Civil personnel, ensuring full involvement and positive cooperation for the full project life cycle, this includes but not limited to design, survey and laboratory test and on the job training with special attention given to design and supervision.
- b. Employ and train local labour.

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- c. Subcontract to local SMMEs.
- d. Provide on-site skills development and mentoring.
- e. Submit final skills transfer report.

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## SECTION 4

### APPENDIX B

#### 1. RATES


The following table to be used as guide for the pricing schedule for all the 6 stages of the project:

#### 2. PRICING SCHEDULE

ITEM	Unit	Rate	Cost
Driekoppies dam crest road and embankment grassing			
1. Task A: Pre-Construction Activities			
2. Task B: Construction Works (Implementation Phase)			
3. Task C: Legislative Compliance Requirements			
4. Task D: Project Management and Reporting			
5. Task E: Skill transfer			
<b>SUB-TOTAL</b>			
<b>VAT (15%)</b>			
<b>TOTALS</b>			

*The rates indicated on the above pricing schedule will be deemed to be the final bidding price*



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### 3. MANAGEMENT AND ADMINISTRATION PROCESS

The KOBWA Board will be responsible for the final approval.

### 4. INFORMATION NEEDS.

The Service Provider will consult Management to ensure that desired objectives are met.

### 5. IRREVOCABILITY OF BIDS & ADDITIONAL CRITERIA

5.1 All bids submitted are irrevocable after the due submission date until the expiry of the bid validity period indicated below, and as such the bidder binds himself that he will enter negotiations with KOBWA based on the submitted bid.

5.2 **Criteria on Section 1(4) above will be used as the main guideline.**

Bidders must provide –

5.2.1 A Certificate of incorporation or registration

5.2.2 Tax clearance certificate.

5.2.3 Institutional experience

### 6. BIDDING COSTS

6.1 All bidding costs relating to the preparation of the bid are for the bidder's account and are not recoverable under any circumstances.


6.2 The bid document costs a non-refundable R/E500.00 and a receipt, as proof of payment, must accompany the bid submission.

### 7. BID VALIDITY AND PRICING

Bids will be valid for at least 150 days after the closing date and prices will be firm for the entire implementation period.

### 8. CURRENCY AND TAXES

Prices quoted in South African Rands or Eswatini Emalangeni.

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## 9. ADDITIONAL INFORMATION

### 9.1 Acceptance of Bids

This Invitation to Bid should not be construed as an agreement to supply the required solution. KOBWA is not bound to enter a contract with the bidder who submits the lowest priced bid. Bids will only be assessed in terms of the evaluation criteria. KOBWA may at her sole discretion choose to award the phases to different organisations or to award only one phase without consulting the bidders.

### 9.2 Modification of Terms

KOBWA reserves the right to modify the terms of this Invitation to Bid at any time in its sole discretion. This includes the right to cancel this Invitation to Bid at any time prior to entering into a contract with the successful bidder; notice to that effect shall be given to all bidders. Further information requests and clarifications will be closed five (5) days before the submission deadline.

### 9.3 Ownership of Bids


All documents, including bids, submitted become the property of the KOBWA.

### 9.4 Confidentiality of Information

All bids submitted by bidders shall be held in strict confidence and will not be revealed to any other party. All Information pertaining to this bid obtained by the bidder as a result of participation in this project is confidential and must not be disclosed without written authorisation from KOBWA.

### 9.5 Acceptance of Terms

All terms and conditions of this Invitation to Bid are deemed to be accepted by the bidders and incorporated by reference in their bids, except such conditions and provisions that are

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expressly excluded. There will be an opportunity to review these conditions upon selection of the successful bidder and during subsequent negotiations.

The proposal or sections thereof of the successful bidder will form part of the final contract.


## **10. Damage to the works**

10.1 Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.

- (i) The contractor shall always proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works.
- (ii) The employer shall carry the risk of damage to, or destruction of the works and materials paid for by the employer that is the result of the expected risks.
- (iii) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued.

## **10.2 Injury to Persons or loss of or damage to Properties**

- (i) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.
- (ii) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or

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person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.


- (iii) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor.
- (iv) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.
- (v) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.
- (vi) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the works.

### 10.3 High risk insurance

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.3.1 Damage to the works

The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent

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upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs.


#### 10.3.2 Injury to persons or loss of or damage to property

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.


10.4 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.2 and 10.3. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within 21 (twenty one) calendar days of the commencement date but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so.

10.5 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract

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presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.

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## SECTION 5

### APPENDIX C

#### CERTIFICATE OF ATTENDANCE AT COMPULSORY SITE MEETING

This is to certify that

\_\_\_\_\_ (Tenderer)

of \_\_\_\_\_ (address)

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

tenderers at \_\_\_\_\_ (location) on \_\_\_\_\_ (date),

starting at: \_\_\_\_\_

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the terms of reference in order for us to take account of everything necessary when preparing our proposals and rates, as per the terms of reference.

Particulars of person(s) attending the meeting:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

Attendance of the above persons at the meeting is confirmed by the employer's representative namely:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_ Date & Time \_\_\_\_\_