
LEBALELO WATER USERS ASSOCIATION (LWUA)

REQUEST FOR INFORMATION [WITH RATE CARD] (RFI)

RFI TITLE: Consulting Services for the OMM Programme Integrated Potable and Bulk Raw Water Solution – Bulk Raw Water Study Phase	LEBALELO Water Users Association (LWUA) or (Employer)
RFI REFERENCE NUMBER -	LWUA RFI 2/2022
RFI ISSUE DATE -	19 April 2022
RFI CLOSING DATE -	9 May 2022
INDICATIVE RATE VALIDITY PERIOD	12 months

PART 1 – CONTENTS

PART	DESCRIPTION
1.	CONTENTS
2.	INVITATION AND OVERVIEW
3.	INTERPRETATION: ABBREVIATIONS AND DEFINITION OF KEY TERMS
4.	ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID
5.	CORRESPONDENCE
6.	PROJECT TEAM
7.	RETURNABLE DOCUMENTS
8.	INSTRUCTIONS TO PARTICIPANTS
9.	RFI EVALUATION PROCESS
10.	PRESCRIBED CONTENTS OF PROPOSAL
11.	RATE CARD
12.	TECHNICAL DATA
13.	ANNEXURES

1. PROJECT BACKGROUND

Following agreement between the Department of Water and Sanitation (DWS) and the Commercial Users Consortium (commercial raw water users in the region), the start of the OMM Programme has been initiated. The agreement includes the initiation of the OMM Programme which will be executed by the OMM Water Users Association (OMM WUA), a transformed Lebalale Water Users Association (LWUA). Furthermore, the agreement provides permission to proceed with preparation and implementation of the **Prefeasibility/ Feasibility Study phase (hereafter referred to as “the Study”)** with LWUA as the contracting party.

2. INVITATION

The Project Management Unit (PMU) (also referred to as the **Employer**) is inviting all parties interested in providing services to the Study to participate in this Request for Information (RFI) by submitting:

- (i) Confirmation of your interest in participating in the RFP process to follow; and
- (ii) Completed Returnable Documents demonstrating your company’s experience, capacity and available skills to perform the Study; and
- (iii) A non-binding Rate card,

in response to this RFI, which will hereafter collectively be referred to as the Participant’s **“Proposal”**.

Your response must comply with all the aspects of this RFI and be submitted in strict accordance with the instructions provided herein.

3. RFI OUTCOME

The objective of this RFI is to identify the interested market complement, that consists of the competitively priced capacity, skill and experience to be invited to the Request for Proposal (RFP) that will follow.

The outcome of this RFI will be a **Bidders List** for the RFP phase, which list will be submitted for approval to the OMM Steering Committee, a sub-committee of the LWUA Management Committee.

4. CONTRACT AWARD

This RFI will not result in the conclusion of a legal Contract.

At the end of the **full sourcing process** (including a comprehensive RFP, bid evaluation and award process), the ultimate Contract will be based on an **NEC3 consulting type contract**. Participant’s that are shortlisted to be invited to the RFP phase of the tender process will be granted an opportunity to submit qualifications to the selected NEC terms of contract.

5. REGULATORY STANDARDS

It is critical for the Participants to understand that the PMU is committed to ensure that all work initiated by the Employer through this end-to-end tender process is carried out in strict accordance with sound management and governance practices and is in line with relevant South African legislation and regulations.

6. SENSITIVE NATURE OF THE PROJECT

This Project, including but not limited to the RFI and all commercial and technical data recorded herein, is considered sensitive and confidential. The Participant must not advertise or issue any information, publication, document or article for publication or media releases or other publicity relating to this RFI or the Project.

Participants are bound by the **Confidentially Provisions** incorporated herein under (Refer **Part 8** – Instructions to Participants). Each Participant that submits an intention to bid, as provided for in **Part 4** - [Acknowledgement of Receipt and Intention to Bid], will also submit a duly signed **Non-Disclosure Agreement (NDA)** included under **Part 4** of this RFI.

7. DISCLAIMER

The RFI documents and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to the RFI, nor have they been independently verified. The PMU does not accept any liability or responsibility for the adequacy, accuracy or completeness of the RFI documents; and does not make any representation or warranty, express or implied, with respect to the information contained in the RFI documents. The PMU shall therefore not be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising because of reliance on such information or any subsequent communication.

Participants shall form their own conclusions and make their own independent assessment of the requirements in this RFI and should seek their own financial and legal advice about the methods and resources needed to meet the RFI requirements.

PART 3 – INTERPRETATION:**ABBREVIATIONS AND DEFINITION OF KEY TERMS**

ITEM	ABBREVIATION	DESCRIPTION
1.	B-BBEE	Broad-Based Black Economic Empowerment
2.	CH	Chainage (distance from the beginning of a pipeline/road)
3.	CML	Cement Mortar Lining
4.	DAF	Delegation of Authority Framework
5.	DWS	Department of Water and Sanitation
6.	EC	Engineering Consultant
7.	EME	Exempt Micro Enterprise
8.	EOI	Expression of Interest
9.	HDSA	Historically Disadvantaged South Africans
10.	HGL	Hydraulic Grade Level
11.	kl/d	kilo litre per day
12.	Ks	Roughness value
13.	l/s	Litre per second
14.	MI/d	Mega litres per day
15.	Mpa	Mega Pascal
16.	ND	Nominal Diameter (internal diameter of pipe)
17.	NDA	Non-Disclosure Agreement (As the case may be per the context)
18.	NGL	Natural Ground Level
19.	OMM	Olifants Management Module (Newco)
20.	PF&F	The pre-feasibility and feasibility
21.	PMB	Polymer Modified Bitumen
22.	PMU	Programme Management Unit
23.	PS	Pump station
24.	PSC	Professional Services Contract
25.	QSE	Qualifying Small Enterprise
26.	RFP	Request for Proposal
27.	ROE	Rate of Exchange
28.	TBC	To Be Confirmed
29.	TEAR	Tender Evaluation & Adjudication Report
30.	USD	United States Dollars
31.	VAT	Value-Added Tax in terms of Value-Added Tax Act 89 of 1991
32.	WTW	Water Treatment Works
33.	ZAR	South African Rand

ITEM	TERMINOLOGY	DEFINITION
1.	Participant, Tenderer; Bidder	Refers to the entity receiving this RFI and who will be submitting a Proposal in response to this RFI.
2.	Consultant; Contractor, Supplier, Service Provider	Refers to the successful tenderer being awarded the ultimate contract in the RFP phase of this sourcing process.
3.	Employer: Buyer, Purchaser, Client or Owner, PMU	<p>In this RFI the Employer is defined as:</p> <p>Lebalelo Water User Association (LWUA).</p> <p>Any reference in any of the RFI documentation to Buyer, Purchaser, Client, Owner or PMU - constitutes a reference to the Employer, being the party issuing this RFI and who will ultimately enter into a contract with the successful tenderer after the RFP phase.</p>
4.	Works, Scope of Works, Services or Supply	Refers to the Technical documents [Refer Part 12 – Technical Data]
5.	RFP (Request for Proposal)	The next phase of the sourcing Process, where shortlisted Participants will be invited to tender.
6.	PMU	Programme Management Unit, the resources from LWUA and ultimately OMM WUA, who are mandated and structured to manage the OMM programme
7.	Proposal; Quote, Bid	These terms are used interchangeably and refers to the document submitted in response to this RFI
8.	Site	Will have the meaning given to it in the Technical documents, unless the work relates to services that will be performed remotely.
9.	Contract, Agreement, Purchase Order or Order	<p>These terms refer to the ultimate, binding legal agreement to be negotiated and entered into between the Employer and the successful tenderer in the RFP phase.</p> <p>The Contract will be validated by the placement of an Order.</p>
10.	Project	A distinct part of the OMM Programme: Prefeasibility and Bankable Feasibility Study.
11.	Study	The Prefeasibility and Bankable Feasibility Study phase for one or more project in the OMM Programme.

PART 4 – ACKNOWLEDGEMENT OF RECEIPT AND INTENT TO BID

Interested parties are requested to confirm whether they intend to respond to this RFI via email **before close of business on Wednesday, 27 April 2022**.

1. Submit a return email with your intent to submit a Proposal in response to this RFI to (*Intent to Bid*):

Elanie@lebalelo.co.za

2. Participants will together with the above Intent to Bid, also return a duly executed Non-Disclosure Agreement (**NDA**):

Annexure 2

3. Please note that all correspondence and clarifications during the RFI period will **only** be communicated to Participants that confirmed their Intent to Bid within the prescribed time period; **and** submitted the signed NDA.
4. Please ensure the Participant **contact details** provided in your return email and Intent to Bid are correct.

PART 5 – CORRESPONDENCE

- (i) Should any part or parts of this RFI require further explanation, be ambiguous or contradictory, clarification prior to submission of your Proposal can be obtained in writing to the nominated person(s) below:
 - (i) Clarifications: Elanie@lebalelo.co.za
- (ii) Email will be the only means for correspondence during the RFI period.
- (iii) The Participant shall in all written correspondence identify itself by its complete company name and RFI reference number.
- (iv) All RFI clarifications shall be issued formally to all Participants [that submitted an intent to submit a bid-email and NDA - unless the information is of a commercially sensitive or of a confidential nature, relating to the requesting Participant only) by means of a Tender Bulletin.
- (v) No Participant may communicate with any person connected with this document on any matter affecting this document between initial date of issue of the document and the dispatch of the written notification of the selected Participants, except via the indicated contact person(s) listed above.

PART 6 – THE PROJECT TEAM

The Employer is supported by a Project team:

Find the details herein below:

EMPLOYER

(AND CONTRACT COUNTER-PARTY)

Lebalelo Water Users Association (OMM WUA)

EMPLOYER REPRESENTATIVE:

Bertus Bierman

PART 7 – RETURNABLE DOCUMENTS

- (i) In support of their Proposal, Participants are required to submit certain '*Returnable Documents*' to demonstrate that the Participant complies with the Employer's requirements.
- (ii) The Table below reflects the:
- a. **Compulsory Returnable Documents (Vetting)**
 - Participants shall prepare and submit all the documents and/or info listed in **Table A.**

and
 - b. **Minimum Returnable Documents (Technical).**
 - Participants shall prepare and submit all the documents and/or info listed in **Table B.**
 - The list of returnable documents under **Table B** consist of the minimum Technical Returnable Documents; please note this is not an exhaustive list and may be expanded by the specific requirements of the Technical sections.

TABLE A: Compulsory Returnable documents	
1	Company proof of Registration of the Participant entity
2	Proof of Joint Venture agreement (if applicable)
3	<u>Authorisation of Signatory:</u> In the event of the Participant being a limited liability company, the Participant shall submit with his RFI a copy of the resolution of the board of directors authorising the signatory of such RFI
5	<u>Financial Standing:</u> Letter of Good Standing from the Participants business bankers, expressing the Participants well-kept accounts
3	<u>NDA</u> – To be submitted with the Intent to Bid per Part 4.
	<u>Conflict of Interest</u> – Complete and submit with Proposal. [Refer Part 11 (Annexures), for Annexure 1 'Conflict of Interest'
4	<u>BB-BEE Certificate</u> - The minimum Broad-Based Black Economic Empowerment (B-BBEE or BEE) Criteria requirement is a level 4 or above contributor.
5	<u>Good Standing:</u> Confirmation that none of the directors/shareholders are listed on the Register of Tender Defaulters. Valid copy of confirmation of registered and in good standing with compensation fund or with a licensed compensation insurer.
6	<u>Completed Rate Card (Per Part 11)</u>
Table B - Minimum Technical Returnable Documents	
1	<u>Relevant Experience:</u> List of recent relevant experience, recent projects with high level details including contactable references of employers
2	<u>Capacity:</u> List of subcontractors (including contact details and collaboration projects), existing work and existing number of full-time employees
3	<u>Technical Capability:</u> Short resumés of key people highlighting relevant experience and qualifications, and the country in which they reside and work
4	Demonstrate knowledge of relevant water-industry standards

PART 8 – INSTRUCTIONS TO TENDERERS

1. GENERAL RFI RULES

- 1.1. The Employer is **entitled to make amendments to the RFI** and any appendices hereto at any time by giving the Participants reasonable notice of the change.
- 1.2. Proposals will **not be opened publicly by the Employer** and no information regarding quotations will be disclosed.
- 1.3. The Employer reserves the right to **invite Proposals** from one or several Participants and add to the Participants list at any time before the closing date.
- 1.4. Only duly **authorised personnel of the Employer** may commit the Employer to any transaction involving the procurement of goods and/or services.
- 1.5. **Language:** The Proposal and all subsequent correspondence shall be in English.

2. PRICING

- 2.1. The Participant's will submit a non-binding Rate card with rates in accordance with Part 11 [Rate Card].

3. PROPRIETARY INFORMATION

This RFI and all drawings, designs, specifications and other documents (e.g. data sheets or the like) appended hereto are the property of the Employer and are delivered only for the purpose of enabling each Participant to prepare and submit a proposal. The information contained, appended or referred to in the RFI is not to be disclosed or released to any other party, nor used for any other purpose and must be returned to the Employer upon request.

4. RFI CLOSING DATE

- 4.1. RFI Proposal documents must be submitted on or before the RFI Closing Date (as detailed on the cover page of this RFI) in strict accordance with the instructions and requirements of this RFI.

5. SUBMISSION OF PROPOSAL

The full RFI process will be performed on an electronic platform: Elanie@lebalelo.co.za which will assist in ensuring good governance throughout the process. Participants are required to submit Proposals on this platform before the closing date and time.

- 5.1 Participants must use the following identification format for submissions:
 - Parts of submission/ Tender Reference Number and RFI Title |Participant's Name]
 - For example: *Part 1 of 4 / OMM 1:2022 OMM Programme / Participant ABC Inc.*

6. RFI PREPARATION COSTS

- 6.1. No charges, costs or expenses incurred by Participants in the preparation of a proposal pursuant to this RFI, shall be payable to any Participant by the Employer, whether or not this RFI is completed or withdrawn, for any reason whatsoever.

-
- 6.2. All costs incurred by the Participant in any way associated with the development, preparation and submission of Proposals, including but not limited to attendance at meetings, discussions etc., and furnishing any additional information required by the Employer, will be borne entirely and exclusively by the Participant.

7. EMPLOYER RIGHTS AND REJECTION OF PROPOSALS

- 7.1. The Employer reserves the right to withdraw the RFI at any time for any reason without the incurrence of any liability towards the Participants.
- 7.2. A Proposal may be rejected if:
- a. It contains any omission, erasure, alteration, text addition or irregularity of any kind
 - b. The Participant does not comply with the commercial or technical requirements requested in this RFI
 - c. The Proposals is submitted after the RFI closing date
 - d. The Participant attempts in any way whatsoever to canvass support for its Proposal by contacting any of the staff of the Employer or their agents.
- 7.3. 'Rejection' for purposes of this phase means that the Participant is not considered to be included on the bidders list for the RFP.
- 7.4. There is no legal or other obligation nor any liability on the Employer to the Participant as a result of this RFI process.

8. ACCEPTANCE OF PROPOSAL

- 8.1. The Employer reserves the right to:
- a. Reject all Proposals with or without notice and/or reasons
 - b. Accept as many Proposals the Employer, at its sole discretion elects to.
- 8.2. For purposes of the RFI, 'Acceptance' will mean that the selected Participant will be invited to bid during RFP phase.
- 8.3. The successful Participants will be notified by the Employer in writing that they will be invited to provide a bid via a RFP.
- 8.4. The unsuccessful Participants will not be notified in writing, an absence of an invitation to participate in the RFP process will be considered as final notification of the status of an unsuccessful proposal.

9. CONFLICT OF INTEREST AND BRIBERY

- 9.1. Conflict: Participants shall clearly indicate in the Proposal any situation or relationship vis-à-vis any employee or official(s) that may reasonably be construed as constituting a conflict

of interest. The Employer in its sole discretion shall then decide on a suitable course of action.

In cases where conflicts exist between the Participant and an internal or external member of a committee of the Employer executing this Sourcing Process, such conflict must be declared.

- 9.2. Bribery: No Participant shall offer, promise, or give to any persons connected to this document or awarding of the ultimate Contract, any gratuity, bonus, discount, finder's-fee or the like., in either cash or kind, in connection with this sourcing process. Any report of such an approach being made may result in the immediate disqualification of the relevant Participant.

10. CONFIDENTIALITY

- 10.1. For the purposes of this RFI, read in conjunction with the NDA; "confidential information" shall mean company name, plans, designs, ideas, concepts, processes, manufacturing and marketing techniques, trade secrets, discoveries, technology, inventions, research, development, pricing policies or price lists, information relating to suppliers or customers, financial statements, lenders, investors, development opportunities and any other data or information which the disclosing Party has either designated or treated as confidential information.
- 10.2. All confidential information disclosed to the receiving Party is and shall remain the property of the disclosing Party and shall not be copied, reproduced or used in any manner for any purpose outside of the terms hereof, without the express prior written permission of the disclosing Party.
- 10.3. The receiving Party shall return all confidential information, and any copies or reproductions thereof, as well as all analyses or reports prepared using the confidential information, to the disclosing Party upon demand. Return of such confidential information shall in no event relieve the receiving Party of any obligation of confidentiality hereto.
- 10.4. The receiving Party agrees to keep in confidence and shall not distribute, disclose, disseminate, or use, for its own benefit or for the benefit of others, in any manner or form, any confidential information received from the disclosing Party, including any purpose outside of the terms hereof, including pursuing projects with clients introduced hereunder or using confidential information disclosed hereunder, unless and to the extent specifically authorized in writing by the disclosing Party. The receiving Party shall use its best efforts to protect and guard the confidential information from disclosure and/or use by any person in violation of this RFI in no less than the same manner as it treats its own confidential information. This provision shall not apply to confidential information which:
- a. is or becomes publicly available through no action or fault of the receiving Party;
 - b. was known to the receiving Party prior to the time of disclosure;
 - c. was received from a third Party;
 - d. was developed independently; or
 - e. which is required to be disclosed or offered in evidence in legal proceedings.

-
- 10.5. No license or conveyance of any rights to the receiving Party under any discoveries, inventions, trade secrets or patents now or hereinafter obtained is granted, agreed to be granted, or implied by either this RFI or the transmission of confidential information.
- 10.6. The receiving Party shall ensure that any employee of the receiving Party having access to confidential information shall undertake an obligation of confidentiality sufficient to enable the receiving Party to comply with all of the terms of this RFI and prevent the disclosure and/or use of the confidential information by any such employee. The receiving Party will be responsible for breaches of this RFI by any such employee.
- 10.7. The Parties acknowledge and agree that that in the event of a breach by the receiving Party any of the obligations created under this RFI there is no adequate remedy available at law, and the Parties hereto agree in the event of such a breach, that the obligations created under this Agreement may be enforced in a court of equity by an injunction or decree for specific performance. The remedies provided in this paragraph shall be cumulative and nonexclusive and shall be in addition to any other remedies the Parties to this RFI may have.
- 10.8. **POPI Act 4 of 2013 (POPI Act)** placed an obligation on all the Participants and the Employer to comply in full with the depicted requirements pertaining to processing, management, distribution and storage of personal information that is shared or during the tender process. Furthermore, all responsible parties are obligated with declare or immediately disclose breaches of information disclosure, which may have dire consequences by virtue of the POPI Act.

11. PREFERENTIAL PROCUREMENT GOALS

- 11.1. The Employer recognises the need to participate meaningfully in the socio-economic transformation of South Africa and has identified specific Procurement Principles that will address business and wealth creation imperatives with its dedicated procurement philosophy.
- 11.2. To this end, the Employer is committed to achieving its B-BBEE objectives, it is therefore important that the Participant demonstrated its full compliance to requisite B-BBEE requirements stated in this RFI.
- 11.3. The Employer has recognised the critical importance of local skills development and enterprise development in the region in which it operates. To assist in the achievement of these goals the Employer is in the process of establishing accredited local skills and enterprise supplier databases for use by successful RFP tenderers to the sourcing process for implementation. The Employer may set its Preferential Procurement targets, and these are intended to be included in Contracts following analysis of registrants to these databases. The intent is for a Skills Development Fund and Enterprise Development Fund to be established to assist in giving effect to developing local skills and enterprises in the area.
- 11.4. Successful Participant(s) invited to propose in the RFP phase will be required to pay a contribution of **1%** of awarded Contract value to the establishment of these Funds.
- 11.5. The Employer also welcomes initiatives the Participants have on any additional successful skills, enterprise and socio-economic development models, which may be included in the successful Participant's RFP submission for consideration (not required during the RFI phase).

12. LEGAL CONTRACT

- 12.1. No legal Contract will be entered into at the end of the RFI process.

13. JOINT VENTURES (JV)

- 13.1. Should the Participant consider entering into any joint venture (or consortium agreements with any other Participant or potential tenderers or any other party), for purposes of the **RFP process to follow hereafter**, the Employer must be notified of such intentions in the covering letter of the Participant's submission in response to this RFI.
- 13.2. The above notification to the Employer is for information purposes only. JV's will be reviewed and analysed during the RFP phase.

14. INSURANCE

Insurance pricing is not applicable to the RFI process; however - **during the RFP phase**, all successful Participants will be required to demonstrate adequate insurance to cover the risks associated with the nature of the scope and Project, as is expected from a reputable Contractor/ Consultant in the industry.

15. COVID-19 INSTRUCTIONS

- 15.1. Participants shall consider the impact of all known risks pertaining to the Covid-19 pandemic, restrictions and exclusions when preparing their Proposal. The Participant will consider the impact of the current applicable Covid=19 related restrictions, at the time of submitting its Proposal and price and/or schedule accordingly.
- 15.2. Changes in legislation shall be dealt with, as provided for in the governing Contract to be entered into after the subsequent RFP process.

PART 9 – RFI EVALUATION PROCESS

Evaluation Strategy: Each Participant's proposal must clearly illustrate its capability and capacity to deliver the Technical scope in accordance with the Employer's requirements. The Employer will through application of a comprehensive scoring method, select the highest scored Technical compliant Participants, that are competitive priced; and complied in all aspects with the requirements of the RFI.

The Participant's will be evaluated against a variety of aspects, not limited to the following key indicative criteria:

Description	Maximum Score	%
Overall score	100	100%
Commercial weighting	40	40%
Commercial rating, including average rate	35	35%
Commercial quality of the Bidder's submission	5	5%
B-BBEE Rating	10	10%
Technical weighting	50	50%
Technical Expertise	20	20%
Capacity	10	10%
Technical Capability	15	15%
Technical quality of the Bidder's submission	5	5%

PART 10 - PRESCRIBED CONTENTS OF PROPOSAL

To enable the Employer to evaluate the **Participant's** Proposal; the Proposal document should contain all the applicable information requested below indexed in the order prescribed:

INDEX OF PROPOSAL

i. **Covering Letter:**

A Covering letter detailing the Participant's Proposal overview, exclusions, inclusions and assumptions. The Covering letter must confirm in writing the Participant's intention to participate in the RFP process to follow.

The Proposal must be signed by a duly authorised representative of the Participant

ii. **Returnable Documents [Table A]**

Provide and list the Returnable documents per **Part 7** – [Returnable Documents].

iii. **Commercial**

Complete the Rate Card and submit in MS Excel format per **Part 11** – [Rate Card].

iv. **Technical**

- Provide and list all Returnable Documents per **Part 7** [Returnable Documents – **[Table B]**
- Ensure you meet all aspects of the Technical documents.

PART 11 – RATE CARD

Participants are required to provide a Non-Binding indication of the Rates per hour of the resources required to deliver the Technical scope.

Ensure the following pricing information is considered and provided:

1. Rates per hour per resource type
2. Resource Rates to excluding VAT, but including, overheads, profits, etc
3. Resource Rates shall be indicative.

RATE CARD:

Item No.	Resource	Rate (Rand/hour) (EX VAT)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		

RAW WATER SUPPLY

Context

The Department of Water and Sanitation (DWS) conceptualised in the late 1990's the Olifants River Water Resource Development Project (ORWRDP) to address the water needs of the middle Olifants river catchment area in the Limpopo Province. The aim of the project was to release pressure off Flag Boshielo dam, the key regional source of water in the area, to provide water to the water-stressed city of Polokwane, and, in doing so, free up water for the water-stressed Mogalakwena municipal area.

The ORWRDP has only partially been implemented over the past two decades placing increasing pressure on DWS to meet social and industry expansion water needs. Additionally, potable water infrastructure development has been very slow in the Eastern limb despite bulk raw water having been available since 2002 through the Lebalelo Water User Association (LWUA) Scheme. The delivery of potable water services in the Northern limb area of Mogalakwena has also been hindered due to delays in the ORWRDP implementation.

Levels of social unrest and incidences of asset destruction have increased due to the slow progress in delivery of water services to communities together with unmet expectations of job creation from mines. This has resulted in vandalism of water infrastructure and mining operations being disrupted, particularly in the Eastern Limb.

To address the pressing social and commercial needs Government and a consortium of commercial water users (CUC) agreed to collaborate by entering into a joint venture arrangement. This arrangement termed the Olifants Management Model Water User Association (OMM WUA), has been tasked with financing, building, operating, maintaining and managing the development of a defined Programme for the accelerated delivery of bulk raw and potable water services in the region. The implementing entity for this OMM Programme is Lebalelo Water User Association (LWUA) which is in the process of being transformed and rebranded as the OMM WUA.

The Government consisting of the National Department of Water and Sanitation as well as affected municipalities are currently represented by the Department of Water and Sanitation (DWS). The CUC and Government will be 50:50 members of the OMM WUA.

LWUA (currently in the process of being transformed and rebranded as the OMM WUA) is embarking on a potable and raw water programme to design, construct and manage the infrastructure necessary to provide water to residents and commercial users in the defined areas in the Northern and Eastern Limb of the Bushveld Igneous Complex (see geographic overview below).

Objectives

The OMM Programme is an alternative and integrated solution for the accelerated delivery of bulk raw and potable water services to address pressing social and commercial needs to defined areas. The OMM Programme aims to address the following key issues:

1. Abstract the LWUA scheme water primarily from De Hoop dam instead of the Olifants river to relieve pressure on the already over-allocated Flag Boshielo dam;
1. Re-sequence the construction of ORWRDP bulk raw water infrastructure to meet revised water needs;
2. Support existing potable Water Services Authorities (WSAs) and develop potable water infrastructure in defined areas in the Northern and Eastern Limb to address immediate and long-term social water needs of the WSAs; and
3. Implement the OMM Programme based on international proven project execution principles and standards with an integrated, open, transparent and independent project controls environment meeting the OMM WUA member's governance requirements.

Benefits

The key benefits of the OMM Programme will include:

1. Provide a holistic integrated solution to the ORWRDP inclusive of potable water service;
2. Relieve pressure on the already over-allocated Flag Boshielo dam;
3. Accelerate provisioning of water to distressed areas and communities;
4. Assist in addressing social unrest, unlock economic potential and create jobs in the region;
5. Accelerate the provisioning of bulk raw water for economic expansion to take advantage of a favourable commodity cycle and industrialisation of the region;
6. Use capital more efficiently by fully utilising existing infrastructure (the LWUA scheme is currently operating at 30% of its capacity) and the revised specifications will be a better fit for the purpose (i.e. the primary objective of the OMM Programme and the ORWRDP);
7. Cost control and funding leverage through the deployment of a Build-Own-Operate-Transfer (BOOT) funding model with private sector participation, robust programme management and cost containment;
8. Reallocation of Social Labour Plans (SLP) spending to include potable water; and
9. Align with and support the DWS Master Plan.

Scope of the OMM Programme

The general scope of the OMM Programme includes:

1. Abstracting the current LWUA scheme water primarily from De Hoop dam instead of the Olifants river to relieve pressure on the already over-allocated Flag Boshielo dam;
4. Re-sequencing the construction of ORWRDP, commencing with Phase 2B and 2B+, in parallel with Phase 2F, while deferring Phases 2D and 2E to optimise capital expenditure. Constructing a gravitational potable pipeline from Steelpoort Water Treatment Works (WTW) to Burgersfort will enable deferring the construction of Phase 2D and to reduce operating expenditure (OPEX) costs;
5. Supporting WSAs by developing potable water infrastructure in defined areas in the Northern and Eastern Limb to address immediate and long-term social water needs;
6. Constructing five new infrastructure projects as part of the OMM Programme, namely
 - a. Bulk raw water: ORWRDP phase 2F – steel pipeline from Clapham pump station to Olifantspoort weir;

- b. Bulk raw water: ORWRDP phase 2B & 2B+ – steel pipeline from Flag Boshielo dam to Sekuruwe Water Treatment Works (WTW) in the Northern Limb;
 - c. Bulk raw water: new pump station between Steelpoort pump station and Mooihoek reservoir;
 - d. Potable water Eastern Limb: potable pipelines, reservoirs, water treatment works, pump stations and associated infrastructure, reticulation network and yard connections in defined areas surrounding the CUC mines in the Eastern Limb; and
 - a. Potable water Northern Limb: potable pipelines, reservoirs, water treatment works, pump stations and associated infrastructure, reticulation network and yard connections in defined areas surrounding the CUC mines the Northern Limb.
7. A socio-economic development plan will be implemented as part of the OMM Programme to focus on three outcomes namely the acceleration of:
- a. Potable water to communities to address the pressing water needs in the region;
 - b. Creation of jobs, skills development and use of local skills (including within OMM WUA) through the associated OMM Programme spend; and
 - c. Enterprise development.

The overview of the Programme is summarised in the geographic Figure below.

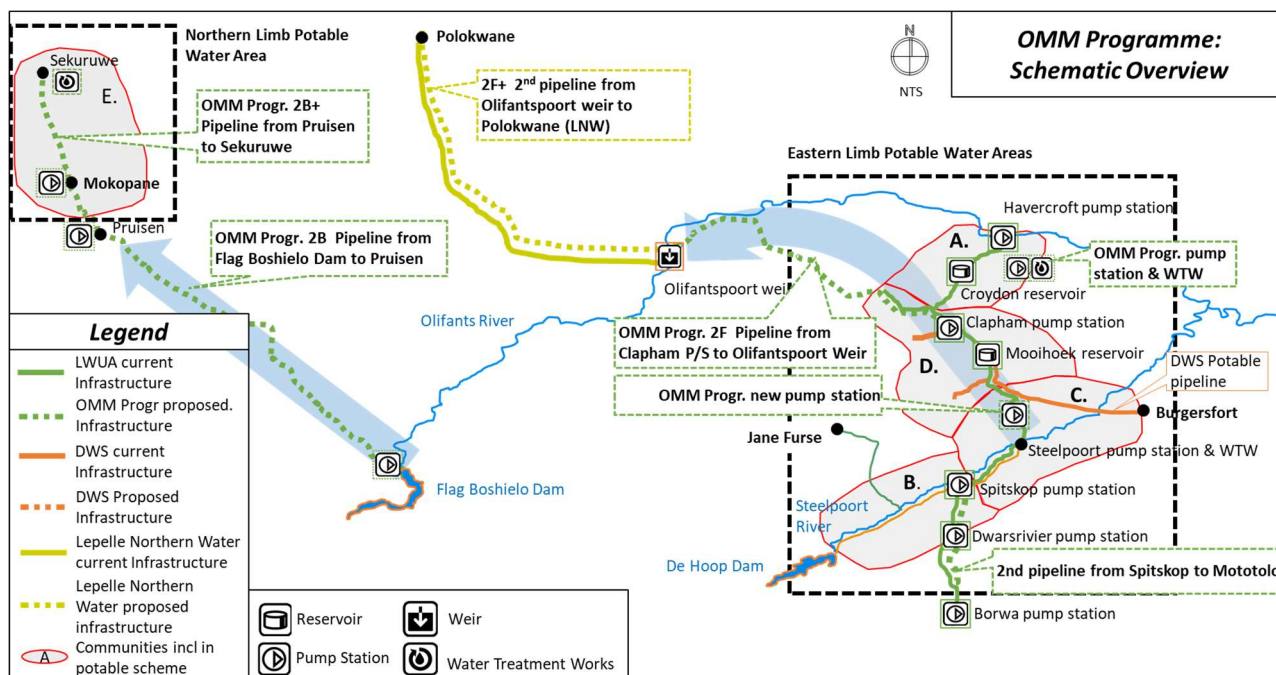


Figure 1: Geographic overview of the OMM Programme

Phases of the OMM Programme

The Programme has completed the Concept Study Phase documented in the OMM Programme Early Business Case Report. The next phase is the combined Prefeasibility and Feasibility Study Phase (roll over between Pre-feasibility and Feasibility Phases). The request for information is therefore for the Prefeasibility and Feasibility Study Phase. The programme will thereafter move through the project life cycle to Detail Design, Construction, Commissioning and then Operations.

Stage gate minimum requirements: Overview

Stage	Concept Study	Pre-feasibility	Bankable Feasibility	Implementation: Engineering, Procurement, Construction	Commissioning & Handover
Business Establishment		Final Investment Decision		Execution	
Purpose and key activities	Business justification Identify the strategic needs Identify the concept to meet the requirements Identify programme concept scope Identify potential technical options Reject obvious non-viable options Prove potential business case and strategic fit Identify benefits (SMART) Develop strategic business case	Procure professional and managing contractor team Develop technical options Determine required levels of service Select most viable option Demonstrate viability Project implementation on strategy Scope the project execution plan Check validity of the business case Identify and quantify benefits	Detail and optimise selected option Detail quantification of benefits Basis for implementation schedule and Control Budget for funding approval Technical development to enable implementation of contractor appointments Finalise the project execution plan Check validity of the business case	Detailed engineering Procurement of Construction Contractors Confirmation of control budget and schedule Implement the project according to the project execution plan Check validity of the business case	Handover viable infrastructure asset in accordance to design and specifications Check validity of the business case Check realisation of benefits
Outcome	Concept Study Report	Pre-feasibility Study Report	Bankable Feasibility Study Report	Functional Asset	Operating Asset

Within each study phase certain minimum typical deliverables are essential as indicated in the table below.

Typical stage gate criteria for the Pre-Feasibility and Feasibility Phase:

<i>Stage</i>	<i>Pre-feasibility</i>	<i>Bankable Feasibility</i>
Technical and Engineering	Option identification Option selection Construction strategy Basic design General construction arrangements Initial horizontal routing Initial vertical profiling Basic hydraulic design Basic geotechnical and topographical assessment	Preliminary design Confirm horizontal routing Confirm vertical profiling Hydraulic design Preliminary specification Completed geotechnical and topographical mapping
1. Engineering Deliverables		
1.1 Project Scope Description	Preliminary integrated programme and individual project descriptions	Final programme and project descriptions
1.2 Water Balance Model and Capacities	Prelim	Complete
1.3 Scheme Layout Location Plans	Prelim	Prelim
1.4 Block Flow Diagrams and General Arrangement Drawings	Plant Location: Site selection for treatment plants and routing for pipelines	Confirmation of sites based on final geotechnical data
1.5 Specifications and Datasheets	Start	Prelim
1.6 Discipline engineering designs and drawings	Prelim	Complete
1.7 Material Offtakes	Preliminary to support estimating process	Sufficient level of definition to support estimating and EPC Lumpsum bidding processes
2. Procurement and Contracting		
2.1 Commercial and Contracting	Procure Engineering consultant(s) Procurement strategy	Contract documents Key contracts negotiated and ready for placement
2.2 Contracting Strategy	Defined with next phase plan ready for implementation	Completed and market tested for key areas

<i>Stage</i>	<i>Pre-feasibility</i>	<i>Bankable Feasibility</i>
3. Construction		
3.1 Construction Strategy	Defined	Completed
4. Commissioning and Handover		
4.1 Commissioning and Handover Plan		Commissioning and Handover Plan
5. Operational Readiness		
5.1 Operational Readiness Plan	Plan pre-feasibility and feasibility activities for operational readiness plan Hazops Studies	Develop Operational Readiness Plan, user requirements for construction phase Develop Hazops Plan
6. Project Controls		
6.1 Integration management	Defined with next phase plan ready for implementation	Completed
6.2 Scope and change managements processes	Prelim	Complete
6.3 Cost management	Develop Cost Controls Environment for the Project Capital cost estimate (Pre-feasibility) Operating cost estimate (Pre-feasibility)	Develop Cost Controls Environment for the Project Capital cost estimate (BFS) Operating cost estimate (BFS)
6.4 Schedule management	Master schedule: Projects level schedule to level 2 Develop Scheduling Procedure	Develop Baseline Schedule for execution
6.5 Quality management	Defined with next phase plan ready for implementation	Completed
7. Services		
7.1 Safety and Health		Develop Project S&H plan for construction Develop S&H system and reporting
7.2 Human Resources	Finalised TOM	Develop and Implement job descriptions, grading and recruitment plan Develop site labour plan
7.3 Finances	Develop Delegation of Authority	Define vendor payment process and master data details

<i>Stage</i>	<i>Pre-feasibility</i>	<i>Bankable Feasibility</i>
		Final Investment Decision and Funding
7.4 Document Control	Preliminary Document Mgt Plan	Finalised Document Mgt Plan
7.5 Risk Management	Preliminary Risk Mgt Plan	Finalised Risk Mgt Plan
7.6 Information Technology	Preliminary IT Mgt Plan	Finalised IT Mgt Plan
7.7 Internal Communication	Communications Plan	
7.8 External Stakeholder management	Preliminary Stakeholder Management Plan (SMP)	Final Stakeholder Management Plan (SMP)
7.9 Environmental, Social and Economic Development (ESED)	Specialist studies, field work and reporting	Conduct Environmental and Social Impact Studies
7.10 Governance, Compliance, Legal and Regulatory	Legal appointment structure High level regulatory due diligence on proposed options to identify any fatal flaws Servitudes, property rights, access, contracts identified	Land acquisitions plan Regulatory due diligence on selected option Review proposed structure from a bankability perspective Draft/review the proposed agreements from a bankability perspective

General Division of Work

The OMM Programme will be broadly divided into two sub-programmes:

1. Bulk raw water supply study, with key elements including the elements in dotted green line in Figure 1 above;
2. Potable water delivery to communities in the Eastern Limb areas A, B, C and D (250,000 people) and Northern Limb Area E (125,000 people).

Two main engineering design and project management consultants will be appointed, one each for the bulk raw water supply projects and potable water projects respectively. These appointments will include the engineering prefeasibility and feasibility design of each component developing the projects up to Final Investment Decision (FID), and the coordination and project management of related consulting and specialist services to ensure an integrated design and management approach.

The Pre-Feasibility and Feasibility Phase consultants should ideally be suited to roll over into a services role focusing on general contractor management and program integration post FID.

The purpose of this RFI is therefore to obtain interest, capability and capacity levels, as well as indicative non-binding rates from the general market, from which a vendor list for an RFP will be compiled.

Scope of Work

The scope of the OMM Bulk Raw Water project will include inter alia:

1. Refurbishment, if required, of the existing Steelpoort pump station and related pipeline to pump in a northerly direction to the existing Mooihoek reservoir, and onward to the Clapham pump station;
2. Construct new pump station between Steelpoort and Mooihoek (26 – 50 Ml/d);
3. Construct ORWRDP phase 2F (58 km) from Clapham pump station to Olifantspoort weir;
4. Construct ORWRDP phase 2B and 2B+ (121 km, three pumpstations) from Flag Boshielo dam to Pruisen, and Pruisen to Sekuruwe.

The scope of work for the Pre-Feasibility and Feasibility study of the Bulk Raw Water Supply (i.e. the subject of this RFI) will, as a minimum, include:

1. Consideration of design alternatives for the implementation of the bulk raw water project based on the concept study as reflected in the OMM Programme Early Business Case Report and recommend best and/or least regret options;
2. Final selection of options and development of the design scope for each project, followed by the feasibility design up to FID of the approved option of the Bulk Raw Water Supply project components, including:
 - a. Asset condition assessment and any refurbishment requirements to the existing Steelpoort pump station and related pipelines to pump in a northerly direction to Mooihoek reservoir
 - b. Construct new pump station between Steelpoort and Mooihoek reservoir to supplement the Steelpoort pump station as required
 - c. Construct ORWRDP phase 2F
 - d. Construct ORWRDP phase 2B and 2B+
3. Prepare and plan the project execution strategies, processes and plans for the scope described above, including compiling and planning:
 - a. Project risk management processes and plan
 - b. Estimates and control budget
 - c. Cost control processes and plan
 - d. Project schedule
 - e. Schedule management and progress reporting processes
 - f. Project change control processes and plan
 - g. Project controls and reporting processes and plan
 - h. Project and programme integration and interface management
 - i. Procurement strategy and plan
 - j. Contracting management plan and strategy
 - k. Construction sequencing and management plan
4. Provide scope definition for prefeasibility components, as well as basic design, costing and scheduling services for feasibility, including, but not necessarily restricted to:
 - a. Civil and structural (including roads)
 - b. Mechanical and electrical
 - c. Control and instrumentation
 - d. Water treatment and related chemical and processing elements
5. Coordinate and integrate the required ancillary design and technical services from specialist providers, including but not restricted to:

-
- a. Geotechnical
 - b. Asset condition assessment
 - c. Environmental authorisation and permitting
 - d. Community liaison
 - e. Topographical survey and cadastral services
 - f. Quantity surveying and estimating
 - g. Cathodic protection
 - h. Architectural
6. Scope and prepare contract documents for each of the contract packages for the implementation of the Bulk Raw Water Supply project. The construction contract packages will typically be on a Engineering, Procurement and Construction basis;
 7. Administer the RFX process for the procurement of Design and Build/ Operate (as the case may be) contractors to implement the packages. Key contracts fully negotiated and ready for contract placement;
 8. Project manage the prefeasibility/ feasibility stage of the Bulk Raw Water Project to integrate into the larger Programme, as directed by the Programme Director.

PART 11 – ANNEXURE(S)

INDEX:

Annexure 1 Conflict of Interest

Annexure 2 NDA

CONFLICT OF INTEREST

(Tenderer to provide details of situation/relationship. If none exists, Tenderer to advise accordingly)

I/we hereby declare I/we have the following relationship and/or know of the following situation *vis a vis* with any **Lebalelo Water User Association** (LWUA) official(s) which may be reasonably construed as a conflict of interest:

.....

OR

I/we hereby declare that I/we have no relationship and/or that there exists no situation with any **Lebalelo Water User Association** (LWUA) official(s) which may be reasonably construed as a conflict of interest.

AND

- I/we undertake to notify LWUA in writing of any changes to the content of this Declaration as soon as I become aware of such information or a possible conflict that may exist;
- I/we are furthermore informed that, in the event of any such conflict or potential conflict, LWUA in its absolute discretion will decide on the appropriate course of action; and
- I/we undertake to abide by the company's decision which shall be final and binding in this regard.

DECLARATION –

Tenderer:	
Signature:	
Full Name of Signatory:	
Designation:	
Date:	
Witness – Name and Signature:	

NON-DISCLOSURE AGREEMENT

[“NDA” / “Agreement”]

Between

OMM WATER USER ASSOCIATION (OMM WUA), for and on behalf of the LEBALELO WATER USER ASSOCIATION, established on 1 February 2002 in terms of Chapter 8 of the National Water Act of 1998 (Act 36 of 1998) Section 92 (1)(f) and 94 (2), Schedule 4 (Management and Planning of Water Management Institutions) and Schedule 5 sections 79(2) and 84(1) of the Act, represented herein by Mr J A Bierman in his capacity as Chief Executive Officer of the Association, he being duly authorised hereto;

(hereafter referred to as the ‘**Disclosing Party**’) –

and

_____ [insert name of Bidder], with Registration No. _____, an organisation having its principal place of business at _____, duly represented herein by _____ in his capacity as _____, he/she being duly authorised hereto;

(hereafter referred to as the ‘**Receiving Party**’).

1. In consideration of the provision of access by the Disclosing Party to the Receiving Party, of confidential information pertaining to the content of the **Request for Information (RFI) and the Request for Proposal (RFP)** issued by the Disclosing Party which Information is / shall be disclosed to the Receiving Party (hereinafter referred to as "Information"), the Receiving Party hereby agrees to hold in trust and confidence and not to disclose to any unauthorised third party or to use for any purpose other than as authorized in writing, in advance, by the Disclosing Party any and all Information disclosed to it by the Disclosing Party, or obtained by access to the facilities of the Disclosing Party **except Information which:**
 - a) at the time of disclosure is in the public domain, or after disclosure becomes part of the public domain by publication or otherwise through no fault of the Receiving Party; or

- b) was in the possession of the Receiving Party prior to the time of disclosure hereunder, and which was not acquired directly or indirectly from the Disclosing Party; or
- c) was received by the Receiving Party, after the time of disclosure hereunder from a third party under no obligation of confidentiality to the Disclosing Party and who did not acquire any such Information directly or indirectly from the Disclosing Party.

The onus of proving any one of the exceptions contained in clauses 1a) to 1c) rests with the Receiving Party. Any combination of several items of Information shall not be deemed to be within the foregoing exceptions in clauses 1a) to 1c) merely because individual items of Information are within one or more of the exceptions but only if the combination itself falls into one of the foregoing exceptions.

- 2. This Agreement shall not be construed as granting the Receiving Party any claim of any nature to such Information, nor any license rights or any proprietary rights relating to the Information and the Disclosing Party retains all right, title and interest in and to such Information. The Receiving Party shall not copy, reproduce, publish or circulate any of the Information unless the Disclosing Party provides its prior written consent in such instance.
- 3. The Receiving Party agrees to assume responsibility for the compliance with the terms of this Agreement of all of its employees who may be given access to Information and shall be responsible for any breach of the provisions of this Agreement by such employee. The Receiving Party agrees to inform an employee of the confidential nature of the Information and shall only disclose the Information to an employee who has a legitimate interest therein.
- 4. Subject to the exceptions in clause 1, the provisions of this agreement shall commence on signature of this Agreement and shall continue in perpetuity thereafter .On termination of this Agreement, the Receiving Party shall deliver up to the Disclosing Party all documents and/or material containing Information of the Disclosing Party in its possession or control, including any such documents and/or material that an employee may have become privy to or be in possession of.
- 5. The Receiving Party indemnifies the Disclosing Party, including any of its employees and/or contractors against any claim for loss or damage of whatever nature or kind, which may arise as a result of the unauthorised disclosure of the Information to a third party.
- 6. No amendment, alteration, addition, variation, or consensual cancellation of this Agreement will be valid unless in writing and signed by both the Disclosing and Receiving Parties.

7. Any disputes arising out of or in connection herewith shall be referred to the respective authorised signatories of the Disclosing Party and Receiving Party or their successors in title, who shall meet within **14 days** of such referral to attempt to resolve the dispute and should they fail to resolve the dispute within **10 days** of such meeting, either of the Parties shall be entitled to request the Chairperson for the time being of the Arbitration Foundation of Southern Africa to make the appointment who, in making his appointment, shall have regard to the nature of the dispute. The arbitrator shall have the powers conferred upon an arbitrator under the Rules. The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the Parties, and may be made an order of any court of competent jurisdiction. Each of the Parties hereby submits itself to the South Gauteng High Court, Republic of South Africa should any other Party wish to make the arbitrator's decision an order of Court.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written below.

<p>For and on behalf of the Receiving Party:</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> <p>Place:</p>	<p>For and on behalf of the Disclosing Party:</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p> <p>Place:</p>
--	---