	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of Ilembe District Municipality
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<p align="center">INFRASTRUCTURE PLANNING SUPPORT TO ILEMBE DISTRICT MUNICIPALITY, KWAZULU NATAL PROVINCE</p>	

<p align="center">PROVISION OF PROFESSIONAL SERVICES TO UPDATE THE WATER SERVICES MASTER PLAN (WSMP) AND WATER SERVICES DEVELOPMENT PLAN (WSDP) OF ILEMBE DISTRICT MUNICIPALITY</p> <p align="center">Tender Number: RFP189/2021</p>
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REQUEST FOR PROPOSAL DOCUMENT

[Based on the CIDB Professional Services Contract, Edition 3, (July 2009)]

16 July 2021

Issued by:

Development Bank of Southern Africa Limited

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province


Contact Persons:

All Inquiries to be directed to:

Name: Lihle Ndlangamandla


Email(s): lihleSCM@dbsa.org

Name of Tenderer:

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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GENERAL TENDER INFORMATION

TENDER ISSUED	: 16 July 2021
DATE & TIME CLARIFICATION MEETING	: 26 July 2021 at 11h00
VENUE FOR CLARIFICATION MEETING	: Microsoft Teams (Virtual Platform)
CLOSING DATE	: 10 August 2021
CLOSING TIME	: 23h59 (Midnight)
CLOSING VENUE	: Designated Electronic Box provided by DBSA SCM
TENDER SUBMISSION	: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: lihleSCM@dbsa.org confirming that the submission has been made electronically.

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TENDER SUMMARY PAGE

NAME OF TENDERER: _____

DETAILS OF CONTACT PERSON

NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ADDRESS OF TENDERER: _____

VAT REGISTRATION NO.: _____


PREFERENCE POINTS CLAIMED: _____

CONTRACT PERIOD OFFERED* _____ (Maximum X months)

DATE OF TENDER: _____

TENDERER 'S SIGNATURE: _____

(Person authorised to sign the TENDER)

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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T1.2	Tender Data
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C1.3	Occupational Health and Safety Agreement
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Part C3: Scope of Work	
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Part T1: Tendering procedures

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T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the **updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP)** of the **ILembe District Municipality**.

The Tender Document can be uploaded from the DBSA Tender Website as from **16 July 2021**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Lihle Ndlangamandla and on email(s): lihleSCM@dbsa.org

The cut-off date for tender enquiries is three (3) working days before tender closing date.

A non-compulsory tender briefing session will take place at the Employers premises (on a virtual platform) as detailed below:

- **Location:** Microsoft Teams
- **Date:** 26 July 2021
- **Starting Time:** 11h00

The closing time for receipt of tenders is **23H59 (Midnight)** on **10 August 2021** at the electronic **Tender Box provided by DBSA SCM Unit**.

Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that Tender submissions are submitted electronically and timeously and to the correct electronic Tender Box (reflected on page (i) of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

Requirements for sealing, addressing, submitting, opening and assessment of submissions are stated in the Tender Data. Please continue to visit our website for any changes, alterations and updates for this tender.

Tenderers need to submit the following in terms of the electronic tender submission:


- Complete Tender document
- All Returnables and additional documents
- Bill of Quantities/ Rates/ Price Schedule

~~Tenderers need to ensure compliance to both the Flash Drive and mandatory Hard Copy submission.~~

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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NOTES:

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget Availability.
- ii. The subsequent Appointment and Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. It is the intention of the DBSA to award the full scope of work to one (01) Professional Service Provider (PSP) for the updating of the Water Services Master Plans (WSMPs) and Water Services Development Plan (WSDP) of the municipality. However, the DBSA reserves the right to award the full scope of work to more than one (01) PSP in cases where the value-for-money principle remains adversely compromised, post negotiations with the first ranked bidder.
- vi. The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- ~~vii. Where a bidder is ranked highest in more than one (01) category of scope of work (e.g. WSDP, GIS Upgrade) in support of the municipality, the offer of award will be informed by the highest project value of bids under consideration for that bidder.~~
- viii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

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T1.2 Tender Data`

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.


The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:


Clause number	Tender Data
F.1.1	The Employer is the Development Bank of Southern Africa Limited .
F 1.1.4	The Employer aims to award full scope of works to one successful tenderer.
F.1.2	<p>The Tender Documents issued by the Employer consists of the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Pricing Data</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4 : Site information</p> <p>C4.1 Site information</p> <p>CIDB Professional Services Contract, Edition 3, (July 2009)</p>
F.1.4	<p>The Employer's Agent, for the purposes of any communication between the employer and tenderer, is:</p> <p>Development Bank of Southern Africa</p> <p>Name: Mr. Lihle Ndlangamandla</p> <p>Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng</p> <p>Tel: (011) 313 3409</p> <p>Fax: (011) 206 3409</p> <p>E-mail: lihleSCM@dbsa.org or scmqueries@dbsa.org</p> <p>Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p>

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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Clause number	Tender Data																																			
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.																																			
F.1.6.2	A competitive negotiation procedure will not be followed.																																			
F.1.6.3	A two-stage system will not be followed.																																			
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below. that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below:</p> <p>:</p> <table><tr><th>ID</th><th>Key Resource / Expert</th><th>No.</th><th>Minimum Qualifications, Category of Professional Registration and Experience</th><th>Key Service(s) Discipline</th></tr><tr><td>1</td><td>Project Manager and Team Leader: Civil Engineering</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 7 years' post-registration experience in development or updating of Water Services Master Plans and Water Services Development Plans in the municipal sphere in South Africa.</td><td>Project Leadership, Management and Coordination</td></tr><tr><td>2</td><td>Civil Engineer: Water Services Planning, Management and Operations</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post-registration experience in the development or updating of Water Services Development Plans (WSDP) and Water Services Master Plans (WSMP) in South Africa.</td><td>Civil Engineering Services</td></tr><tr><td>3</td><td>Civil Engineer: Water Services Engineering Asset Management</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must be registered as a Certified Senior Principal in Asset Management (CSAM) by the South African Asset Management Association (SAAMA). Must have at least 3 years' post-registration experience in infrastructure asset management planning and implementation in South Africa.</td><td>Engineering Asset Management Services</td></tr><tr><td>4</td><td>Development Planner (Municipal Spatial Planning)</td><td>x1</td><td>Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least 5 years' post-registration experience in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.</td><td>Development Planning Services</td></tr><tr><td>5</td><td>Financial Analyst / Infrastructure Investment Analyst</td><td>x1</td><td>Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.</td><td>Infrastructure Investment Analysis</td></tr><tr><td>6</td><td>Geo-Information Science (GISc) Expert</td><td>x1</td><td>Bachelors' Degree in information Science or in Land Surveying. Must be registered as a Professional Geo-</td><td>Geo-Information Services</td></tr></table>	ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline	1	Project Manager and Team Leader: Civil Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 7 years' post-registration experience in development or updating of Water Services Master Plans and Water Services Development Plans in the municipal sphere in South Africa.	Project Leadership, Management and Coordination	2	Civil Engineer: Water Services Planning, Management and Operations	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post-registration experience in the development or updating of Water Services Development Plans (WSDP) and Water Services Master Plans (WSMP) in South Africa.	Civil Engineering Services	3	Civil Engineer: Water Services Engineering Asset Management	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must be registered as a Certified Senior Principal in Asset Management (CSAM) by the South African Asset Management Association (SAAMA). Must have at least 3 years' post-registration experience in infrastructure asset management planning and implementation in South Africa.	Engineering Asset Management Services	4	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least 5 years' post-registration experience in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.	Development Planning Services	5	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.	Infrastructure Investment Analysis	6	Geo-Information Science (GISc) Expert	x1	Bachelors' Degree in information Science or in Land Surveying. Must be registered as a Professional Geo-	Geo-Information Services
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4	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least 5 years' post-registration experience in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.	Development Planning Services																																
5	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.	Infrastructure Investment Analysis																																
6	Geo-Information Science (GISc) Expert	x1	Bachelors' Degree in information Science or in Land Surveying. Must be registered as a Professional Geo-	Geo-Information Services																																

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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Clause number	Tender Data				
				<p>Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 5 years post-registration experience in the planning and establishment of GIS systems for public or private sector entities in South Africa.</p>	
	7	Environmental Management Practitioner	x1	<p>Registration as a Professional Natural Scientist in terms of the National Scientific Professions Act, 2003. Must have at least 5 years post-registration experience in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.</p>	Environmental Management
<p>(2) The tenderer's primary business is to provide professional services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than R5 million in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>					
F.2.7	<p>The arrangements for a non-compulsory (online / virtual) clarification meeting are as stated in the Tender Notice and Invitation to Tender. Attendance register may, or may not, be compiled by the DBSA SCM Unit. Addenda will be issued via the DBSA website to all prospective Tenderers by the DBSA SCM Unit. Queries should be submitted to DBSA SCM official in writing before the 4th of August 2021.</p>				
F.2.10.3	<p>Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>				
F.2.12	<p>No alternative tender offers will be considered.</p>				
F.2.13.1	<p>Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.</p>				
F.2.13.3	<p>Electronic submission shall be submitted as TWO SEPARATE (ELECTRONIC) FOLDERS: FOLDER 1 - Pre-Qualifying and functionality proposal documents, and FOLDER 2 – Financial proposal only</p>				

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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Clause number	Tender Data
F.2.13.4	<p>The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p>
F.2.13.5	<p>Tender submissions are to be done electronically only:</p> <ol style="list-style-type: none"> 1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to lihleSCM@dbsa.org – ONLY 2. No – Tender Submission Link requests will be accepted after 16h00 on the 4 August 2021. Any requests after the stipulated date and time will be disregarded. 3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically. <p>Tenderers who have received submission Links that have errors, will be provided with new Links for use.</p>
F.2.13.10	<p><i>(Add after clause F.2.13.9)</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p>
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>The tender offer validity period is 120 Days.</p>
F.2.16.2	<p>1 (One) Professional Service provider to be appointed</p>
	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services. 2) A copy of the entity's professional indemnity insurance. 3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable). 4) The certified copy of the B-BBEE Certificate.
F.3.4	<p>The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time.</p>
F.3.5	<p>The two-envelope (two-folder) system will be followed for this Tender. Non-adherence to this will disqualify the submission.</p>
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference.</p>
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2 modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><u>Evaluation Criteria</u></p> <p>The tenders will be evaluated in accordance with Method 4 of the CIDB Standard Tender Evaluation Methods in three stages, namely:</p> <p style="margin-left: 40px;">Stage 1 : Responsiveness</p> <p style="margin-left: 40px;">Stage 2 : Quality (Functionality)</p>


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Clause number	Tender Data							
	<div>Stage 3 : Financial Offer and Preferential Evaluation</div> <div>Stage 4 : Risk Analysis and Other Objective Criteria</div> <div>Stage 1: Responsiveness</div> <div>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;</div> <div><ul style="list-style-type: none">Standard conditions of tender as required.Returnable documents completed and signed.An active Tax Complaint PIN issued by the South African Revenue ServicesAdherence to the two- folders process (Pre-qualifier)Proof of Registration with a recognised professional body/institution of key expertsProof of Professional Indemnity Insurance to the value specified in the tender data.Submission of National Treasury Central Supplier Database (CSD) Summary Report.In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process (Pre-qualifier)The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:<div>(i). an EME or QSE which is at least 51% owned by black people</div></div> <div>NB: "Technical Proposal Folder" should not include any Price Offered/Financial Proposal, failure to submit in separate Folders will lead to the disqualification of your bid/tender</div> <div>Stage 2: Quality {Functionality}</div> <div>The following criteria will be used to evaluate and score functionality:</div> <table><tr><th>Evaluation criteria</th><th>Scoring (for whole or each sub-element where applicable)</th><th>Maximum number of points</th></tr><tr><td rowspan="2">1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the</td><td>Excellent = 10 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</td><td rowspan="2">10</td></tr><tr><td>Good = 9 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</td></tr></table>	Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Maximum number of points	1. Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the	Excellent = 10 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs	10	Good = 9 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.
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	Good = 9 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.							


Clause number	Tender Data		
	development or updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality.	<p>Acceptable = 7 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p> <p>Poor = 4 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p>Non-responsive = 0 points No response. Failed to address the methodology and approach.</p>	
	<p>2. Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.):</p> <p>Tenderer's experience and track record in executing work of similar nature to the development or updating of the Water Services Master Plan (WSMP) and/or Water Services Development Plan (WSDP) of ILembe District Municipality.</p>	<p>Excellent = 30 points Tenderer has demonstrated experience and track record in completing six (6) or more Water Services Master Plans (WSMP) or Water Services Development Plans (WSDP) in the past 10 years in South Africa.</p> <p>Good = 27 points Tenderer has demonstrated experience and track record in completing at least five (5) Water Services Master Plans (WSMP) or Water Services Development Plans (WSDP) in the past 10 years in South Africa.</p> <p>Acceptable = 21 points Tenderer has demonstrated experience and track record in completing at least four (4) Water Services Master Plans (WSMP) or Water Services Development Plans (WSDP) in the past 10 years in South Africa.</p> <p>Poor = 12 points Tenderer has demonstrated experience and track record in completing at least three (3) Water Services Master Plans (WSMP) or Water Services Development Plans (WSDP) in the past 10 years in South Africa.</p> <p>Non-Responsive = 0 points No response. Failed to provide any evidence of experience and track record or completed less than three (3) Water Services Master Plans (WSMP) or Water Services Development Plans (WSDP) in the past 10 years in South Africa.</p>	30
	3. Experience and Qualifications of the Tenderer's Proposed	<p>1. Project Manager and Team Leader: Civil Engineering</p> <p>Excellent: From 15 years upwards post-registration experience = 10 points.</p> <p>Good: From 10 years to less than 15 years = 9 points.</p> <p>Acceptable: From 7 years to less than 10 years = 7 points.</p> <p>Poor: From 3 years to less than 7 years = 4 points</p>	10

Clause number	Tender Data		
	Key Resources / Experts: Experience, knowledge and adequacy of the proposed team members for key services /disciplines relevant to the development or updating of the Water Services Master Plan (WSMP) and/or Water Services Development Plan (WSDP) of ILembe District Municipality.	Non-responsive: Less than 3 years post-registration experience = 0 points .	
		2. Civil Engineer: Water Services Planning, Management and Operations: Excellent: From 15 years upwards post-registration experience = 10 points . Good: From 10 years to less than 15 years = 9 points . Acceptable: From 5 years to less than 10 years = 7 points . Poor: From 2 years to less than 5 years = 4 points Non-responsive: Less than 2 years post-registration experience = 0 points .	10
		3. Civil Engineer: Water Services Engineering Asset Management: Excellent: From 10 years upwards post-registration experience = 10 points . Good: From 5 years to less than 10 years = 9 points . Acceptable: From 3 years to less than 5 years = 7 points . Poor: From 2 years to less than 3 years = 4 points Non-responsive: Less than 2 years post-registration experience = 0 points .	10
		4. Development Planner (Municipal Spatial Planning): Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		5. Financial Analyst / Infrastructure Investment Analyst: Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		6. Geo-Information Science (GISc) Expert: Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .	5
		7. Environmental Management Practitioner: Excellent: From 15 years upwards post-registration experience = 5 points . Good: From 10 years to less than 15 years = 4.5 points Acceptable: From 5 years to less than 10 years = 3.5 points	5

Clause number	Tender Data							
		Poor: From 2 years to less than 5 years = 2 points Non-responsive: Less than 2 years post-registration experience = 0 points .						
	4. Lead Tenderer's Quality Management System: The Lead Tenderer's policies relating to Quality Management with regard to the effective provision of professional services required for the successful development or updating of the Water Services Master Plan (WSMP) and/or Water Services Development Plan (WSDP) of ILembe District Municipality.	Excellent = 10 points Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work.	10					
		Good = 9 points Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided. Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work.						
		Acceptable = 7 points Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.						
		Poor = 4 points Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body.						
		Non-responsive = 0 points No response. Failed to provide the required information.						
	Maximum possible score (Points)		100					
	Minimum threshold score for Tenderer's Financial Proposal to be considered		70					
Please note: Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.								
<u>Stage {3}: Financial Offer and Preference Evaluation</u>								
With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:								
<table><tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr><tr><td>1.</td><td>Price</td><td>80</td></tr></table>			Evaluation Criteria		Points	1.	Price	80
Evaluation Criteria		Points						
1.	Price	80						

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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Clause number	Tender Data								
	<table><tr><td>2.</td><td>Broad Based Black Economic Empowerment</td><td>20</td></tr><tr><td>3.</td><td>Total</td><td>100</td></tr></table>			2.	Broad Based Black Economic Empowerment	20	3.	Total	100
	2.	Broad Based Black Economic Empowerment	20						
	3.	Total	100						
<p>*The contract may be awarded to a tenderer that did not score the highest points, in accordance with 2(1)(f) of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000.</p> <p><u>Stage {4}: Risk Analysis & Other Objective Criteria</u></p> <p>a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, in order to ascertain suitability for award.</p> <p>i) If having passed Responsiveness, the tenderer will again be checked I terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.</p> <p>ii) Fully compliant and registered with the National Treasury Central Supplier Database.</p> <p>iii) No misrepresentation in the tender information submitted.</p> <p>iv) Any non-performance on DBSA, or DBSA client projects.</p> <p>v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process, and additionally, persons in the employ of the state are expressly permitted to submit tenders or participate in the contract.</p> <p>vii) Prohibited from doing business with the public sector</p> <p>viii) Listed on the Register of Tender Defaulters by the National Treasury</p> <p>ix) Convicted by a court of law for fraud and corruption</p> <p>x) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.</p> <p>xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables.</p> <p>i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.</p> <p>ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV’s and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources</p>									
F.3.13	<p>Tender offers will only be accepted for evaluation if:</p> <p>a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations;</p> <p>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract</p>								


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Clause number	Tender Data
	<p>d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
F.4	<p>Additional Conditions of Tender Refer to F.4.1 and F.4.2 below.</p>
F.4.1	<p>Invalid tenders Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> a) If the two-envelope (i.e. two separate electronic folders) process was not adhered to, if it was stated as a requirement; b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data); c) if the tender is not completed in non-erasable ink; d) if the Form of Offer and Acceptance has not been signed; e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.
F.4.2	<p>Negotiations with preferred tenderers The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes.</p>

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Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	13
T2.2 Returnable Schedules	14

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T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (**RFP189/2021**), the following documentation must be submitted for the tender response to be deemed valid for consideration:

-
- ~~T2.2.1: Briefing Session: Declaration of Attendance~~
 - T2.2.2: Record of Addenda to Tender Documents
 - T2.2.3: Proposed Amendments and Qualifications by Tenderer
 - T2.2.4: Compulsory Enterprise Questionnaire
 - T2.2.5: Certificate of Authority for Joint Ventures
 - T2.2.6: Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services (SARS).
 - T2.2.7: Tenderer's Central Supplier Database Summary Report
 - T2.2.8: Bid Commitment and Declaration of Interest
 - T2.2.9: Declaration of Tenderer's Past Supply Chain Management Practices
 - T2.2.10: Certificate of Independent Bid determination [SBD 9]
 - T2.2.11: Professional Indemnity Insurance
 - T2.2.12: Preferencing Schedule:
 - T2.2.13: Copy of Joint Venture Agreement
 - T2.2.14: Evaluation Schedule: Proposed Methodology and Approach
 - T2.2.15: Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work of Similar Nature
 - T2.2.16: Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts
 - T2.2.17: Evaluation Schedule: Lead Tenderer's Quality Management System


2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)

3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Price Schedule

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

Where applicable, the DBSA may choose to utilise an Attendance Register at the Briefing Session that will be used as the proof of attendance.

TENDER NUMBER	RFP- xyy /2021		
TENDER DESCRIPTION	UPDATING OF THE WATER SERVICES MASTER PLAN (WSMP) AND WATER SERVICES DEVELOPMENT PLAN (WSDP) OF ILEMBE DM		
TENDER CLOSING DATE	16 JULY 2021	CLOSING TIME	11:00hrs

DBSA is acting as the Programme Implementing Agent (PIA) on behalf of the **ILembe District Municipality**. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.


CUSTOMER DEPARTMENT	ILEMBE DISTRICT MUNICIPALITY						
BRIEFING SESSION	Yes	X	No	DATE		TIME	
VENUE							

I/We hereby declare that I/we attended the **non-compulsory** briefing session to understand the requirements of the DBSA in order to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

TENDERER (OR ASSIGNEE(S) NAME		POSITION		SIGNATURE		DATE	
FULL COMPANY NAME							
DBSA OFFICIAL NAME		POSITION		SIGNATURE		DATE	

SIGNATURE OF DBSA REPRESENTATIVE

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been taken into account in this tender submission and are attached herewith

ID	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

All Addenda to be attached to this page. Attach additional pages of this table if more space is required.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clauses F.3.8.2 and F.3.14.2 of the Standard Conditions of Tender regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
		<div> <p>Please note that no Proposed Amendments, Qualifications and Deviations are allowed in this Tender and this schedule should NOT be completed, but it must be signed by the Tenderer.</p> </div>

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: **Date:**.....

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, consortium or association, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Physical address of enterprise:

(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Date tenderer commenced provision of services in built-environment

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary


The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or with the Employer and his Agents that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: Please attach company registration /incorporation documents to this page

SIGNED ON BEHALF OF TENDERER:

Date:

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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Non-Collusion Form

I, the undersigned

In my capacity as

(insert Sole Owner, Partner, Director, President, Secretary or other title)

Of _____

(insert name of the Company).

Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person , Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.


That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ on this _____ day of _____

Signed on behalf of the tenderer

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T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms , authorised signatory of the company, joint venture, consortium, association, close corporation or partnership , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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T2.2.6 TENDERER'S VALID TAX COMPLIANCE STATUS (TCS) PIN


IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

SIGNED ON BEHALF OF TENDERER:

Date:

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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T2.2.7: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT

Tenderers are to append the summary report of the Government's Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

Tax Compliant Status and CSD Registration Requirements


ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OF SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:	
---------------------------------	--

SIGNED ON BEHALF OF TENDERER:

Date:

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST

PART A: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid;
 - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted;
 - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
 - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS	
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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

* Delete whichever is not applicable.


<p>OTHER TENDERERS INVOLVED</p>	
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7. AUTHORIZATION

<p>Are you duly authorized to sign the bid?</p>	INDICATE			
	Y		N	

8. DECLARATION

<p>Has the Declaration of Interest (part B of this form) been duly completed?</p>	INDICATE			
	Y		N	

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T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]

PART B: DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, 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 Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by 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 with 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

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.


10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 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 11 below	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

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

10.7 Are you or any person connected with the Tenderer, presently employed by the state?	Y		N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:			
	Name of Institution to which the person is connected:			
	Position occupied in the institution:			
	Any other particulars:			

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).	Y		N	
If no, furnish reasons for non-submission of such proof				

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y		N	
If YES, furnish particulars				

10.10 Do you, or any person connected with the Tenderer, 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 tender?	Y		N	
If so, furnish particulars				

10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.12 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 tendering for this contract?	Y		N	
If so, furnish particulars				

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

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

DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.


NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name: _____	DATE		POSITION	
	Signature: _____				

T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:


- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other 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"/>
1.4.1	If so, furnish particulars:		

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The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief and knowledge both true and correct.


Signature:	
Date:	
Name:	
Position:	
Respondent:	

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T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *per 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 Tenderer if that Tenderer, 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:
- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² 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 (Tender) 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 Tenderer (Tenderer)]

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 Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
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 Tenderer, whether or not affiliated with the Tenderer, 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 Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer 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 consortium³ 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;

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- (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 Tenderer, 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 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 Tenderer (Tenderer)

³ **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.**

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T2.2.11
PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.12
PREFERENCING SCHEDULES: BBEE
PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

ITEM / DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100


1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser/employer reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser/employer.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is

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bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to "Other Objective Criteria" listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration


P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.


8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

	<p style="text-align: center;">The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
.....
- iii) The B-BBEE status level of the sub-contractor:
- iv) Whether the sub-contractor is an EME/ QSE.
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:
.....

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....


9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in


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paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>


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T2.2.13 COPY OF JOINT VENTURE AGREEMENT

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

SIGNED ON BEHALF OF TENDERER:

Date:

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T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH

The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to stakeholder engagement, environmental concerns, health and safety aspects of the scope of work. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project.

The respondent must explain his / her understanding of the objectives and outputs (deliverables) of the assignment, and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should include the methodologies to be adopted to achieve the intentions of the proposed approach. The approach should include a project plan that outlines processes, procedures and associated resources, the applicants and times to achieve requirements. Further, it ought to indicate risk management, quality assurance measures to be implemented, and accelerated delivery methods to be used to ensure delivery within anticipated programme.

The respondent must attach his / her approach paper to this page. The approach paper **should not be longer than five (5) pages**. The scoring of the methodology and approach will be as outlined in F.3.11.5 of the Tender Data.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Bidder, confirms that the contents of this schedule are within their knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

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T2.2.15 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Water Services Master Plans (WSMP) and Water Services Development Plans (WSDP) in the municipal sphere over the past 10 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.



The Tender

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Schedule T2.2.15: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of Water Services Master Plans (WSMP) and/or Water Services Development Plans (WSDP) in the municipal sphere in South Africa.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development / updating of Water Services Master Plans (WSMP) and/or Water Services Development Plans (WSDP) in the municipal sphere in the last 10 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended




The Tender

Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of Water Services Master Plans (WSMP) and/or Water Services Development Plans (WSDP) in the municipal sphere in South Africa.


Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development / updating of Water Services Master Plans (WSMP) and/or Water Services Development Plans (WSDP) in the municipal sphere in the last 10 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

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Tenderers are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Water Services Development Plans (WSDP) or Water Services Master Plans in the municipal sphere over the past 10 years.

The template of the Letter of Reference is attached to this schedule and must be submitted by the Tenderer.

Please, note that failure to submit Reference Letter (on the Client's Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References; note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

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LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.15]

Please Note: Letters of Reference provided by Clients to the Tenderer in the past 10 Years will be accepted.

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....
successfully provided the professional services described below and cited in SCHEDULE
T2.2.15:

***Description of Professional Services Provided by the Tenderer in the area of
Development or Updating of Water Services Master Plans (WSMP) and/or Water
Services Development Plans (WSDP):***

.....

.....

.....

.....

I, the undersigned, duly authorised to do so on behalf of the Employer providing this
reference, confirm that the content of this schedule is to the best of my belief both true and
correct.


Signed:		Date:	
Name:		Position:	
Contact details:			

**STAMP OF EMPLOYER
PROVIDING THE REFERENCE**

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

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T2.2.16 EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

The tenderer is referred to clause F.3.11.5. of the Tender Data and shall insert in the spaces provided below details of the key experts and other personnel required to be in the employment of the tenderer or from a professional services provider consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual of not more than five (5 nr) pages must be appended to this schedule.

The experience of proposed team members in relation to the scope of work will be evaluated from the:

- i. **Post-registration experience** in the relevant area outlined in Clause F.3.11.5 of the Tender Data.

A CV of each of the Tenderer's proposed Key Resources / Experts of not more than 5 pages should be attached to this schedule as per the template provided in this schedule. Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

Furthermore, the experience of the proposed Key Resources / Experts are to be summarized in the Summary Tables provided in this section.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as outlined in F.3.11.5 of the Tender Data.



The Tender

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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER: CIVIL ENGINEERING

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS AND WATER SERVICES DEVELOPMENT PLANS IN THE MUNICIPAL SPHERE IN SOUTH AFRICA

KEY EXPERT 2: CIVIL ENGINEER: WATER SERVICES PLANNING, MANAGEMENT AND OPERATIONS

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS AND WATER SERVICES DEVELOPMENT PLANS IN THE MUNICIPAL SPHERE IN SOUTH AFRICA



The Tender

Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

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KEY EXPERT 3: CIVIL ENGINEER: WATER SERVICES ENGINEERING ASSET MANAGEMENT

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE INFRASTRUCTURE ASSET MANAGEMENT PLANNING AND IMPLEMENTATION IN SOUTH AFRICA

KEY EXPERT 4: DEVELOPMENT PLANNER (MUNICIPAL SPATIAL PLANNING)



The Tender

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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (MSDF) AND IN DEVELOPMENT PLANNING IN THE MUNICIPAL AND/OR PUBLIC SECTOR IN SOUTH AFRICA

KEY EXPERT 5: FINANCIAL ANALYST / INFRASTRUCTURE INVESTMENT ANALYST

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF PROJECT FINANCE / INVESTMENT ANALYSIS / FINANCIAL ANALYSIS / SERVICES IN SOUTH AFRICA



The Tender

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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY EXPERT 6: GEO-INFORMATION SCIENCE (GIS) EXPERT				
NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND & YEARS OF REGISTRATION EXPERIENCE	POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION (PLANNING AND ESTABLISHMENT) OF GIS SYSTEMS FOR PUBLIC OR PRIVATE SECTOR IN SOUTH AFRICA
KEY EXPERT 7: ENVIRONMENTAL MANAGEMENT PRACTITIONER				
NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND & YEARS OF REGISTRATION EXPERIENCE	POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA




The Tender

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SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

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CURRICULUM VITAE TEMPLATE (Page 1 of 3)

Proposed role in the project	
1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration with date achieved.	Professional Body / Association:
	Registration (Membership) Number:
	Date of Registration:

6. Education / Qualifications


Institution (date from – Date to)	Diploma(s) or Degree (s)) obtained

7. Post-Registration Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

8. Key Experience Relevant to Project

9. Knowledge of issues pertinent to project

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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CURRICULUM VITAE TEMPLATE (Page 2 of 3)

10. Post-Registration Experience in development / updating of WSMP / WSDP in Municipal Sphere

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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CURRICULUM VITAE TEMPLATE (Page 3 of 3)

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I,, hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder and make myself available for this project.

Signature:.....

Date:


Commissioner of Oath Stamp

(The declaration must be signed by the individual himself/herself only and not any other person)

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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T2.2.17 EVALUATION SCHEDULE: LEAD TENDERER'S QUALITY MANAGEMENT SYSTEM


The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure planning, project preparation, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively, proof of currently undergoing the certification process.

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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COVER PAGE TO FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

[TO BE PUT IN A SEPARATE FOLDER / ENVELOPE]

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	23:59hrs on Friday 10 August 2021
PLACE OF SUBMISSION	Designated Electronic Tender Box Depository Indicated by DBSA Supply Chain Management (SCM) for this Tender

*Note: This is a **Two-Envelope (i.e. Two-Folder) Tender**. Therefore the contents of this Tender document from this cover Page to the end of this document must be placed in a separate envelope (folder) marked **"Financial Proposal"**.*

Failure to separate this financial proposal from the technical (functional) proposal will result in a disqualification of the tender submission.

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Part C1: Agreements and Contract Data

Pages	
C1.1 Form of Offer and Acceptance	64
C1.4 Contract Data	68
C1.5 Occupational Health and Safety Agreement	75

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C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

{Rand}

.....(in words);

{R} (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity


For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name


Capacity

**for the
Employer** **Development Bank of Southern Africa Limited
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province**

Name of witness

Signature of witness

Date

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)


Capacity

Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

	The Tender	Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality
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C1.2 CONTRACT DATA

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **Development Bank of Southern Africa Limited**

*The definition of **Project**:*

The project is the **Updating of the Water Services Master Plan (WSMP) and Water services Development Plan (WSDP) of ILembe District Municipality.**


*Add the following to the definition of **Period of Performance**:*

The period of performance is **ten (10) months.**

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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The **Start Date** is the date when the Tenderer/Service Provider is introduced by the Employer to the municipality (ILembe District Municipality).

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: **Ms. Catherine Koffman: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....
 Facsimile: (011)206 3609.....
 E-mail: CatherineK@dbsa.org.....
 Postal Address: P. O. Box 1234, Halfway House 1685

 Physical Address: 1258 Lever Road,
 Headway Hill, Midrand.....
 Gauteng Province.....

Clause 3.5:

Add the following:

The location(s) for the performance of the Project will be ILembe District Municipality Offices, ILembe District Municipality Municipal Area, the DBSA and Offices of the Tenderer.

Clause 3.9.1 and Clause 3.9.2:

Add the following:

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

Clause 3.12.1

Add the following:

The daily penalty is 2.5% of the Contract Price up to a maximum amount of 100% of the Contract Price shall apply.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

Clause 3.16.2:

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

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Clause 4.7

Add the following:

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the beneficiary Municipality on the project.
- Sign off by the beneficiary Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.

Clause 5.5:


Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

Clause 7.2:

7.2.1 The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job

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descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

Clause 8.4.1:

Add the following:

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 2 months.

Clause 8.4.4:

Add the following:

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

Clause 9.1:

Add the following:

Copyright of documents prepared for the project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

Clause 9.3:

This clause is to be deleted.

Clause 11.1:

Add the following:

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.

The Service Provider may be requested to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

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Clause 12.2.4:

Add the following:

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

Clause 14.2

Replace Clause 14.2 with the following:

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

Add the following new Clause after Clause 14.4:

Clause 14.5: Tax Invoices


Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

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C1.2 CONTRACT DATA [Continued]

Part 2: Data provided by the Service Provider

Clause 1. The **Service Provider** is:

.....

Postal Address:

Physical Address:

.....

Telephone:

Facsimile:

Clause 5.3. The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:


Address:

Telephone:

Facsimile:

Clause 5.5 and Clause 7.1.2. The **Service Provider's Key Persons / Experts** and their jobs /functions in relation to the Services are:

NAME OF KEY PERSON / EXPERT	POSITION IN SERVICE PROVIDER'S TEAM	SPECIFIC DUTIES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		


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Clause 7.2.1. The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary)*:

NAME	TITLE / POSITION	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks)

SIGNED ON BEHALF OF TENDERER

DATE

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C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS

Person responsible for this contract:

.....

Contract Number:

WRITTEN AGREEMENT BETWEEN

DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED

.....

EMPLOYER

AND


.....

Professional Service Providers (hereinafter referred to as “the Mandatory”)

**AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT, NO 85 OF 1993, AS AMENDED.**

I (name) representing
..... **(Company) (Mandatory)** do hereby acknowledge that
..... **(Mandatory name)** is an employer in its own right with
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I
agree to ensure that all work will be performed, or machinery and plant used in accordance with the
provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a
service to the **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer)**.

I acknowledge having received the necessary induction/training regarding the rules and regulations of
DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer) I will ensure that all
Contractors and Sub-contractors are properly informed and adhere to all the rules and regulations and
relevant legislation while on the premises. I will liaise with the person responsible, should I, for

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whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Mandatory**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the Mandatory's Consortium, Consultant and/or Sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the **Mandatory**, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

Reporting

The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

Appointments and training

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that

this is accessible to his appointed responsible persons and employees. However the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

Cooperation

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

Work procedures

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.


The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

Compensation registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the

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cover shall remain in force while any such employee is present on the premises.

Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

Incident reporting and investigation

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

Sub-contractors


The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

Security and access

The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work to enter the premises.

The Mandatory and his employees shall not enter any area of the premises that is not directly associated

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with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Hygiene and cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

No nuisance

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.


The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

Personal protective equipment

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements

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of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are of sound order at all times and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer's unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

Transport

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.


In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.

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Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Confirmation and Acceptance	Initials
I _____ confirm that I have read and understood the appointment as set out above.	
I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements.	
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.	
I _____ confirm that I have received training in the assigned responsibilities and duties required of me.	

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2016, in the presence of the undersigned witness:

Signature _____ Date _____

Witness Name _____ Signature _____

Signed on behalf of (Mandatory / Professional Service Provider)

THUS AGREED TO AND SIGNED AT _____ on this the _____ day
of _____ 2016, in the presence of the undersigned witness:

Signature _____ Date _____


Witness Name _____ Signature _____

Signed on behalf of DBSA – DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (Employer)

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Part C2: Pricing Data

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C2.1 PRICING ASSUMPTIONS

GENERAL ASSUMPTIONS


Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for the full scope of services as stipulated in Part C.3 SCOPE OF WORK.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:


WORD	MEANING
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-base fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.

8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. **The prices tendered in Schedule C2.2.2 should be on the basis of a vehicle with 2500cc engine capacity**
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the projects tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 9 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing / copying expenses in the priced schedules to be returned with the proposal.


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17. **Combination and Fixing of travelling, printing, binding and copying costs into Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding and copying (where applicable), have been combined and must never exceed a maximum of **5%** of the relevant professional fees applicable to the project deliverable or project phase.
18. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
19. **Fixed Price Contract:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.

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C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader: Civil Engineering	1			
2	Civil Engineer: Water Services Planning, Management and Operations	1			
3	Civil Engineer: Water Services Engineering Asset Management	1			
4	Development Planner (Municipal Spatial Planning)	1			
5	Financial Analyst / Infrastructure Investment Analyst	1			
6	Geo-Information Science (GISc) Expert	1			
7	Environmental Management Practitioner	1			
TOTAL		7			


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C2.2.2 PRICING DATA: UPDATING OF THE WATER SERVICES MASTER PLAN (WSMP) OF ILEMBE DM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.


Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for WSMP update is **ten (10) months**.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE WSMP AND WSDP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey			


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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
		data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00
3	FUTURE WATER AND SANITATION DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
7	RISK MANAGEMENT	Approved Report			
8	WATER SERVICES MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES	Approved Report			
9	SUPPORT FOR THE ADOPTION OF THE WATER SERVICES MASTERPLAN BY THE MUNICIPAL COUNCIL	<ul style="list-style-type: none"> Council Resolution on adoption of WSMP. Letter of confirmation of project completion to DBSA 			
10	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			

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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
11	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR UPDATING OF THE WATER SERVICES MASTER PLAN (WSMP) CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4				


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C2.2.3 PRICING DATA: UPDATING OF THE WATER SERVICES DEVELOPMENT PLAN (WSDP) OF ILEMBE DM


The detailed description of the scope of work or key deliverable are outlined in section C3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for WSDP Update is **eight (8) months**.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE WSDP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Not Applicable: Already covered in Schedule C2.2.2 above.	Not Applicable: Already covered in Schedule C2.2.2 above.	Not Applicable: Already covered in Schedule C2.2.2 above.	Not Applicable: Already covered in Schedule C2.2.2 above.
2	COMPLETION OF MODULE 1 OF WSDP PER DWS GUIDELINES: Comprehensive Overview and Assessment including all related technical and business elements per DWS guidelines.	Approved WSDP Module 1 Report: WSDP Process Step 1: Existing Situation Assessment uploaded to			


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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	<i>This Module in the DWS' GIS Geo-Database contains all related enabling factors per water services topic listed in a tabular format to present an overall status quo of information on a WSA level and related ecosystem service dependencies and state of functionality. The section also references the enabling factors against Compliancy and Needs development plan criteria to provide an overall WSA WSDP assessment</i>	the DWS System (Geodatabase)			
3	COMPLETION OF MODULE 2 OF WSDP PER DWS GUIDELINES: Detailed information on the component level with all related technical and business elements per DWS guidelines.	Approved WSDP Module 2 Report: WSDP Process Step 2: Situation Assessment Demand Model uploaded to the DWS System (Geodatabase)			


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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	<i>This module provides <u>detail information</u> regarding the different topics as well as house all information regarding certain aspects within a topic.</i>	Approved WSDP Module 2 Report: WSDP Process Step 3: Current Requirements Development Plan uploaded to the DWS System (Geodatabase)			
4	COMPLETION OF MODULE 3 OF WSDP PER DWS GUIDELINES: Future Plans and Strategies (Strategic Plans) with all related technical and business elements per DWS guidelines.	Approved WSDP Module 3 Report: WSDP Process Step 4: Future Requirements Development Plan: uploaded to the DWS System (Geodatabase)			
		Approved WSDP Module 3 Report: WSDP Process Step 5: Infrastructure Investigation: uploaded to the DWS System (Geodatabase)			
		Approved WSDP Module 3 Report: WSDP Process Step 6: Water Resource			


ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
		Investigation: uploaded to the DWS System (Geodatabase)			
		Approved WSDP Module 3 Report: WSDP Process Step 7: Operation and Maintenance Investigation: uploaded to the DWS System (Geodatabase)			
		Approved WSDP Module 3 Report: WSDP Process Step 8: Institutional Needs Analysis: uploaded to the DWS System (Geodatabase)			
	COMPLETION OF MODULE 3 OF WSDP PER DWS GUIDELINES: Future Plans and Strategies (Strategic Plans) with all related technical and business elements per	Approved WSDP Module 3 Report: WSDP Process Step 9: Conservation and Demand Management Analysis: uploaded to the DWS System (Geodatabase)			

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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	DWS guidelines [Continued from above]	Approved WSDP Module 3 Report: WSDP Process Step 10: Comprehensive Water Services Development Plan (WSDP): uploaded to the DWS System (Geodatabase)			
5	COMPLETION OF MODULE 4 OF WSDP PER DWS GUIDELINES: Reporting.	Approved WSDP Module 4 Reports (<i>Compliance Reports: Green Drop, Blue Drop, DWA WSRPMS, WC&DM Report, WSDP IDP Outflow Report, Outflow to WSA Annual Business Plan Report, etc.</i>) uploaded to the DWS System (Geodatabase)			
6	DWS APPROVAL AND SUPPORT FOR THE ADOPTION OF THE WSDP BY THE MUNICIPAL COUNCIL: <ul style="list-style-type: none"> Workshop the draft WSDP with the Municipality, DWS, etc. and incorporate Comments. 	Completed uploaded WSDP together with: <ul style="list-style-type: none"> DWS Approval letter / correspondence. IDP Outflow Report. 			

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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	<ul style="list-style-type: none"> Obtain DWS approval of uploaded WSDP. Prepare and facilitate the WSDP Outflow Report section in the IDP. Facilitate adoption of the updated WSDP by the Council of the Municipality and obtain Council Resolution for WSDP adoption. Project Close-out Report per DBSA Framework 	<ul style="list-style-type: none"> Council Resolution for Municipal Adoption of WSDP. Project Close-out Report 			
7	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR UPDATING OF THE WATER SERVICES DEVELOPMENT PLAN (WSDP) CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4				

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C2.2.4 PRICING DATA: OVERALL COST SUMMARY: UPDATING OF THE WATER SERVICES MASTER PLAN (WSMP) AND WATER SERVICES DEVELOPMENT PLAN (WSDP) OF ILEMBE DM

SCHEDULE No.	DESCRIPTION	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Updating of the Water Services Master Plan (WSMP) of ILembe DM	
C2.2.3	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Updating of the Water Services Development Plan (WSDP) of ILembe DM	
Sub-Total of Pricing for Proposed Fees and Operational Costs for updating of the WSMP and for the updating of the WSDP (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE UPDATING OF THE WSMP AND THE WSDP (Incl. VAT)		
TOTAL TENDER PRICE FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (Incl. VAT)		


I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFPxxyy/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality**.

SIGNED ON BEHALF OF TENDERER: **Date:**.....

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Part C3: Scope of Work

	Pages
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C3.1 Scope of Work

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPAL BACKGROUND**
- C3.1.3 PROJECT OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS**
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 CONTACT PERSON**

C.3.1.1 INTRODUCTION

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, electricity, education and health infrastructure backlogs in South Africa. In this regard, the DBSA is providing a wide range of infrastructure planning, project preparation, funding (lending) and infrastructure delivery support services to various municipalities, Sector Departments and public entities.

The successful implementation of the projects supported by the DBSA through its non-lending (capacity building), and lending support services is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:


- a) Outcome 6: An efficient, competitive and responsive economic infrastructure network;
- b) Outcome 8: Sustainable human settlements and an improved quality of household life;
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.

In cognizance of the above role of DBSA, ILembe District Municipality requested support from DBSA with the updating of its Water Services (i.e. Water and Sanitation) Master Plan (WSMP), and Water Services Development Plan (WSDP). The updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) through DBSA support will assist the municipality to improve the identification, alignment, prioritization, implementation, operation and maintenance of water services infrastructure projects in a systematic, holistic and sustainable manner towards the achievement of the National Government Outcomes.

C.3.1.2 MUNICIPAL BACKGROUND

The iLembe District Municipality (IDM) is a Category C municipality and is located on the east coast of KwaZulu-Natal Province. It is bordered by Ethekeini Metro to the South, King Cetshwayo District Municipality to the North, and both Umgungundlovu and Umzinyathi District Municipalities to the west. The seat of the IDM is KwaDukuza (previously Stanger). It is located between Durban and Richards Bay and consists of four local municipalities: Mandeni, KwaDukuza, Ndwedwe and Maphumulo. The main towns are Dolphin Coast/Ballito, Isithebe, KwaDukuza, Mandeni, Ndwedwe, Nkwazi/Zinkwazi Beach. Agriculture is the main economic sector in the municipality. Per Stats SA Community Survey 2016, the IDM has a population of 657,612 persons in **191,369** households. The majority of the rural inland areas are tribal authority areas, characterized by subsistence farming.

The IDM is designated as a Water Services Authority (WSA) and a Water Services provider (WSP). It currently does not have a Water Services Master Plan (WSMP) and an up-to-date Water Services

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Development Plan (WSDP). The absence of the WSMP and an up-to-date WSDP has meant that the IDM lacks strategic inputs into its IDP and is unable to discharge its water services mandate and function in a systematic, cost-effective, holistic and sustainable manner. Furthermore, IDM is non-compliant with its regulatory obligations as a WSA. The lack of the WSMP and WSDP has significantly constrained the effectiveness and efficiency of the IDM in the creation of a responsive and competitive water services infrastructure network in its area of jurisdiction.

The challenges that the **IDM** is experiencing include (to mention a few) the following:

- a) Significant service delivery backlogs and funding shortfalls. Within the IDM, 36 000 households do not have access to basic water supply while 42 000 household do not have access to basic sanitation. While the urban areas have proper water borne sanitation systems, the peri-urban and rural areas rely on pit latrines or no system at all.
- b) Inadequate bulk water sources: The municipality faces water resources challenges which have been exacerbated by the recent drought. Water resource scarcity due to effects of drought, persistent heat and lack of rain – i.e. effects of climate change.
- c) Aged and ageing infrastructure, of which many are more than 30 years old and have exceeded their useful design lives.
- d) Inadequate (poor) operations and maintenance (O&M) of water services infrastructure. The operation and maintenance and capital budgets in IDM are insufficient to maintain and renew existing water and sewerage infrastructure.
- e) Insufficient “as-built” data, limited infrastructure asset knowledge – IDM has limited “as-built” record drawings and lacks reasonable knowledge of its water services infrastructure assets due to the lack of the updated WSDP.
- f) Poor infrastructure asset management.
- g) Extensive outsourcing of functions with inadequate oversight. New water meter connections, water service disconnections, restrictions and reconnections are outsourced to various contractors with inadequate oversight.

It is in the context of all the above challenges that the IDM applied to the DBSA for support regarding the updating of its Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP). It should be noted that the Water Services Master Plan (WSMP) and the Water Services Development Plan (WSDP) are to cover in a comprehensive manner both water and sanitation infrastructure services in the ILembe District Municipality area.

C.3.1.3 PROJECT GOALS AND OBJECTIVES


C.3.1.3.1 Project Goals

The goals of the project are to support the IDM with strategic information (the updated WSMP and WSDP) in order to:

- a) Ensure IDM 's compliance to legislated obligations as a Water Services Authority (WSA).
- b) Improve water services delivery and its sustainability in the municipal area.
- c) Eradicate service delivery backlogs.
- d) Establish a basis for the municipality to plan, implement, expand, operate and maintain its water services infrastructure in a strategic, holistic, integrated, systematic, and cost-effective manner in order to meet current needs and future growth.
- e) Ensure water supply security and resilience
- f) Ascertain the current capacities and spare capacities of the various components of the water supply and distribution network and that of the sewerage network in order to guide short term expansion of developments.

C.3.1.3.2 Project Objectives

The primary objectives of the project are to:

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- a) Update the Water Services Master Plan (WSMP) and the Water Services Development Plan (WSDP) of the IDM.
- b) Assist the IDM to identify, prioritize and create a pipeline of water and sanitation projects for funding through various funding sources.
- c) Unlock funding from various sources for infrastructure development in the IDM area.

C.3.1.4 SCOPE OF WORK

C.3.1.4.1 General

The Professional Services Provider (“**the PSP**”) required for the updating of the WSMP and the WSDP is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives. These will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects. In particular, the following activities are expected to be performed during the course of the updating of the WSMP and the WSDP:

- a) The WSMP and WSDP update must be done in compliance with the Department of Water and Sanitation standards. The WSDP update in particular must be done on the DWS geo-database system. The scope of work must include the evaluation and analysis of existing documents and information, the determination of existing backlogs, current demands and capacity.
- b) The PSP is expected to produce realistic cost estimates and include funding options and a high-level programme for the implementation of all the projects identified and prioritized in the WSMP and WSDP. The funding options must cater for amounts estimated for ecological infrastructure, climate change and gender aspects.
- c) As part of the update of the WSMP and WSDP, the Service Provider is expected to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose time lines regarding when such infrastructure will be required. This long-term viability will be linked to contributions to the ecosystem enhancement initiative detailed and budgeted for in the point above.
- d) The expected assessments by the PSP during the course of the update of the WSMP and the WSDP must address the primary and secondary networks, including reticulation, and the primary and secondary equipment and internal municipal resources needed to deliver a reliable, safe and affordable service to all existing and future consumers within the area.
- e) The PSP is required to **make recommendations** in the WSMP and WSDP IDP Outflow Report to assist the municipality with prioritization of existing and new projects, acquiring land, registering servitudes, facilitating Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects (including ecological infrastructure, climate change and gender aspects) over the short, medium and long term..
- f) The WSMP and WSDP should include a mapping of the ecosystem services on which water delivery is dependent. It should produce a vulnerability assessment under scenarios of climate change – 1.5, 2 degrees plus status quo. It needs to refer specifically to section 154(d) of the Constitution and Chapter 8 of the Municipal Systems Act 32 of 2000 read together with schedule 5B of the Constitution.
- g) The WSMP and WSDP must also refer to specific Sustainable Development Goals (SDGs), and associated targets and indicators. The objectives must cover a strategic intent to address the needs for promoting the enhancement of ecological infrastructure and green infrastructure (and

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not only grey infrastructure) and focus attention on the rapid transformation to a just a green economy.

- h) The WSMP and WSDP will also address how the municipality will contribute to the institutional strengthening and sustainable management of securing the water services. As such the plans must promote Environmental, Social and Governance (ESG) requirements that not only complies with relevant national policy and legislation but is also able to demonstrate significant innovation in its efforts to build back greener in a COVID-19 and post-COVID society.
- i) The WSMP and WSDP must include the development of a cost-benefit model of the ecosystem services. Any water infrastructure developments will need to ensure a significant commitment to preventing ecosystem harm as well as making a significant contribution to enhancing the rehabilitation and restoration of ecosystems from which raw water is obtained.

C.3.1.4.2 Stakeholder Engagement and Consultations

The PSP must work closely with the designated IDM officials at all times during the implementation of the project. The PSP is also expected to liaise and consult with the following stakeholders for purposes of information and data collection where relevant to the project:

- a) ILembe District Municipality's (IDM 's) relevant Directorates (Units) – e.g. WSA, IDP, Finance, Community Services, MM, etc.
- b) The Development Bank of Southern Africa (DBSA) – i.e. the Client / Employer.
- c) Department of Water and Sanitation (National and Provincial (Regional) Offices)
- d) KwaZulu Natal Department of Cooperative Governance and Traditional Affairs (KZNCOGTA).
- e) Department of Cooperative Governance and Traditional Affairs (National)
- f) Municipal Infrastructure Support Agency (MISA).
- g) Organized business and NGOs.

The successful PSP must ensure that it fully engages with the stakeholders in order to ensure that any information that will assist on the updating of the WSMP and WSDP is made available in the shortest possible time. It is the duty of the PSP to escalate any lack of co-operation to the designated Project Champion of IDM, the IDM Municipal Manager, and the DBSA so that bottle necks are addressed in a timely manner.


C.3.1.4.3 Summary of the Scope of Work and Key Deliverables

The key deliverables expected from the updating of the WSDP of IDM are summarized in the Table below.

Table 1: Summary of Scope of Work and Key Deliverables of the Project

ID	PART AND DESCRIPTION OF SCOPE OF WORK	KEY DELIVERABLES
1	PART 1: Updating of the Water Services Master Plan (WSMP) of ILembe DM	Updated Water Services Master Plan (WSMP) of ILembe DM completed in line with best practice, meeting the requirements of the Department of Water and Sanitation (DWS), and adopted by the Municipal Council.
2	PART 2: Updating of the Water Services Development Plan (WSDP) of ILembe DM	Updated Water Services Development Plan (WSDP) of ILembe DM, approved by the Department of Water and Sanitation (DWS), and adopted by the Municipal Council.

C.3.1.4.4. Description of Part 1 of Scope of Work [Updating of the WSMP of ILembe DM]

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1. Overview

The appointed PSP is expected to support ILembe District Municipality (IDM) with the assessment of its long-term water services infrastructure needs in order to meet the current and future needs of the consumers in its area, and to meet Government's infrastructure and service delivery targets. ~~The objective is to support the IDM with the updating of its Water Services Master Plan (WSMP).~~

The entire scope of work should therefore be undertaken in a spirit of alignment between the IDM's *IDP, Spatial Development Framework (SDF), District Growth and Development Plan, Provincial Growth and Development Strategy and National Development Plan (NDP)*, whereby the support provided by the PSP provides additional capacity to the IDM planning processes.

The scope of work for development or updating of the WSMP includes the following major activities:

2. Stakeholder Engagement and Establishment of the WSMP/WSDP Work Team and Project Steering Committee (PSC)

In the course of updating the WSMP, the appointed Professional Services Provider (PSP) is expected to liaise closely with the IDM's technical, financial and community services teams and with other relevant municipal and provincial key stakeholders at all times. The PSP is expected to engage with relevant key municipal stakeholders such as the IDM's accounting officer (Municipal Manager), Technical Director, PMU Manager, Executive Manager (Water and Sanitation Services Authority), Chief Financial Officer (CFO), and Department of Water and Sanitation (DWS), Provincial Department of Agriculture, Provincial Department of Economic Development and Tourism and the Department of Local Government (DLG/DCoG), etc. The objective is to obtain sustained buy-in from the IDM's administrative leadership for the updating of the WSMP, and to obtain cooperation and assistance from key stakeholders such as the DWS and WCDLG.


Stakeholder engagement by the appointed PSP includes *process planning* for the updating of the WSMP. This entails the PSP planning the WSMP update in consultation with the IDM which is the Water Services Authority (WSA), with WCDLG, and with DWS National and Regional offices in terms of:

- Alignment with the IDM's IDP processes.
- Alignment with DWS Regional initiatives.
- Alignment with WCDLG's municipal capacity building initiatives.
- Integrating WSMP with other infrastructure master plans that impact upon water resources
- Co-ordination and Facilitation

The PSP is tasked with ensuring that there is understanding between DWS and IDM (WSA) stakeholders with regards to the results of the Status Quo Knowledge Interpretation Reports per municipal consumer areas. The PSP is also tasked with ensuring a clear understanding of the existing situation within the IDM in relation to the quality and quantity of information required for the development of Water Services Master Plans.

As an output of the stakeholder engagement process (through the Project Inception Report or PIR), the PSP is expected to obtain written sign-off from the municipality of the following:

- Formalization by the IDM's management of the process of updating the WSMP.
- Designation of a municipal champion for the WSMP. This includes the designation of the specific official(s) or municipal departments that will be the lead and point of contact in working with the PSP.
- Reporting lines within the municipality on the development of the WSMP.
- Establishment of a local project steering committee (PSC) at the municipal level and the terms of reference thereof after consultation with the DBSA.
- Involvement of key stakeholder (e.g. DBSA, WCDLG, Provincial Treasury, DWS, etc.) and their representation on the PSC.
- Arrangements for the presentation of the WSMP upon its completion to the municipal council.

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3. Existing Situation Assessment (Understanding the Status Quo)


The WSMP must never be a “desk-top” document with generic information. It must reflect the fundamental and practical realities and information in the municipality with regards to the delivery of water and sanitation services and the associated infrastructure. The PSP is expected to undertake the following activities:

- a) **Acquisition, collation and assessment of information on the existing water and sanitation infrastructure systems** including the following information:
 - i. *Geographic information - the details of the locations and coverage of the water and sanitation infrastructure.*
 - ii. *Identification and classification of water network assets including raw water sources, treatment works, bulk supply and feed-in points, distribution and associated reticulation systems.*
 - iii. *Identification and classification of sanitation network assets including Manholes, reticulation, outfall sewers, pump stations, treatment works*
 - iv. *Standards, criteria for design, etc.*
 - v. *Investments in the network and refurbishments done.*
 - vi. *Network models applicable to the type and design of the distribution network.*
 - vii. *Present load data.*
 - viii. *Ecological infrastructure and services, ESG, climate change adaptation and mitigation and gender empowerment*
- b) **Existing Infrastructure Assessment:** Obtain all relevant information, as-built drawings, key component specifications and details, operating rules, etc. of the water services (water and sanitation) infrastructure network and associated facilities and undertake relevant site visits to:
 - i. Confirm and validate the existence of key network installations.
 - ii. Conduct an existing condition assessment of the entire water services infrastructure network assets in the Municipality in order to establish the composition, age, quality, general condition, remaining useful life, and network modelling thereof using available information or, in the absence of such available information, conducting the assessment from scratch. Conducting the assessment from scratch may involve such measures as opening up water pipes at key points, and undertaking full survey of sewer pipes at manholes.
 - iii. Obtain a general assessment of the status, frequency, and adequacy of metering and meter readings for bulk supplies in the municipal area.
 - iv. State of and vulnerability of ecological infrastructure on which the engineering services depend especially regarding climate change impacts and vulnerabilities.
- c) **Production of “As-Built” Data:** The PSP is expected to assist the IDM with the production of “As-Built” Data for critical bulk and reticulation water and sanitation services infrastructure in the IDM where these exist in hard copy only or where there is none. This involves the production of the hard copy “As-Built” drawings in AutoCAD and PDF format. A Provisional Sum of a maximum of **R150,000** has been allowed in the Pricing Schedules for this.
- d) **Identification of the sector plans, programmes, projects and initiatives** in all spheres of government that will affect the development and viability of the water and sanitation service infrastructure in the municipality under consideration. These will include national and provincial imperatives and prioritized plans, and any documents, plans or maps relating to biodiversity, water stress and climate change and ecosystem accounts or assets
- e) **Evaluation and analysis of the visions, sector strategies, sector plans and targets** outlined in various source documents which will be made available to the appointed Service Provider by the municipality, or which the service provider can source by itself. Purpose is to ensure alignment and integration.

The sector strategies and plans which are to be considered (including all existing master plans), are for Water and sanitation, Roads and Storm water, Energy, Solid waste, Municipal amenities, Integrated housing (human settlements) sectors. They will include Growth and Development Strategies, Spatial Development Frameworks (SDF), Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP), and the Government's Medium-Term Strategic Framework (MTSF). Other planning and strategy documents include but are not limited to Environmental strategies and plans, Municipal Growth and Development Plans, Local Economic Development strategies and plans, Urban Renewal Strategy. Typical national documentation to be consulted will include the National Spatial Development Framework, the National Growth and Development Strategy, National Development Plan, and the National Economic Development Framework.

It is essential that the above plans are read in conjunction with the Integrated Development Plan (IDP) and the Spatial Development Framework (SDF) to ensure that they support the growth direction proposed for the municipality or highlight areas that need to be reconsidered in terms of the SDF. Proposals should also be formulated so that they align with applicable national and provincial programmes, projects and initiatives.

- f) **Assessment of the factors that trigger demand for water and sanitation infrastructure** in the municipal area: *These factors will include (to mention a few) economic growth, demographics, location of the municipality, land use and availability, water and sanitation security, safety, health and security, disaster management, biodiversity and ecosystem services and water security including water stress and climate change adaptation and mitigation (particularly work obtained from the IPCC, SANBI, DEA, DWS and the CSIR and relevant national, provincial, district and municipal plans. The climate vulnerability assessment needs to be done to an appropriate and meaningful level of analysis in order to guide design of engineering and ecological infrastructure. Consideration is to be given to the work on the ENCOR Tool created by United Nations Environment Programme Finance Initiative (UNEP FI) and the Water Risk Filter developed by WWF etc.*
- g) **Assessment and definition of socio-economic status quo and establishment of levels of service:**
- i. *Consumer and User Profiles: Assess and define consumer and user profiles and affordability.*
 - ii. *Establish existing levels of service: Establish the current levels of service e.g. minimum, basic, intermediate, and full levels as applicable to various consumers.*
 - iii. *Understanding ecosystem value especially related to human needs*
- h) **Establishment of the current delivery capacity and demand of water and sanitation infrastructure:**
- i. *Existing Bulk Supply System: Delivery capacity vis-a-vis growth of consumer base, purchase agreements, distribution networks, storage capacities in the form of dams, reservoirs, trunk mains, purification works, ground water (where applicable); the identification and quantification of limitations or restrictions affecting normal operations, current level of delivery into the distribution system, operation and maintenance issues, etc.*
 - ii. *Existing Distribution System: Overall delivery capacity in terms of in terms of storage reservoirs, pump stations and distribution pipework. Shortcomings (if any) in the service due to flow, pressure, continuity or quality of supply need to be identified and quantified. Determination of extent of service delivery shortcomings (if any) due to design limitations and due to operational failure must be made.*
 - iii. *Water Balance and Current Demand: Conducting a Water Balance to determine and verify the levels of water usage based on the bulk supply system input volume. Where insufficient information is available, undertaking field investigations and climate modelling and scenario testing in order to accurately determine the quantity of water supplied.*

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- iv. *Ecological infrastructure system- capacity to delivery under various climate scenarios- opportunities available to arrest damage, restore and rehabilitate ecosystems on which engineering infrastructure depends*
- v. *Impacts of Climate Change*
- vi. *Opportunities for climate mitigation in retrofit planning and new plans generated*

i) Assessment and Determination of Existing Water and Sanitation Infrastructure Backlogs

- i. *Assessment of water and sanitation infrastructure backlogs relating to the Millennium Development Goals and the enhanced levels of service promised to various communities need to be determined and factored into future planning.*
- ii. *Recommendations for upgrades, improvements and refurbishments that have not been implemented must be assessed to determine whether they are still relevant or should be reassessed.*
- iii. *Assessment of Ecological infrastructure dependencies and related backlogs-priority areas for investment for arresting harm and repairing systems to improve ecosystem services for water security in various climate scenarios*
- iv. *Assessment of climate change impacts on existing infrastructure under various scenarios*

j) Assessment of Water and Sanitation Services Efficiency Levels and Losses.


- i. *The performance of service delivery, judged from consumer complaints, must be assessed to determine the underlying causes of these complaints.*
- ii. *The effectiveness of operations and maintenance, judged from evaluation of the Service Delivery and Budget Implementation Plan (SDBIP) against unplanned repair / replacements, must be determined and assessed.*
- iii. *Assessment of the various components of the Non-Revenue Water (NRW) established from the Water Balance of item (e) above - such as physical loss, wastage, billing errors and deemed consumption calculations must be made. This assessment must be made using the modified International Water Association (IWA) water balance approach as per the guidelines developed by the Water Research Commission (WRC).*
- iv. *The effectiveness of operations and maintenance of ecological infrastructure for water security. The current water and biodiversity and ecosystem services footprint of the water sector in a clearly targeted catchment.*
- v. *Root cause analysis of pollution in the water system- identifying main sectors and main areas of risk*

k) Preparation or Updating of the Asset Register and GIS:

- i. *Establish the current (existing) condition of the water and sanitation infrastructure system in terms of the age, condition, environment, remaining useful life, efficiency levels, reliability levels, and carrying capacity.*
- ii. *Specifically assess and quantify the need for Operations and Maintenance (O&M) and for upgrades / refurbishment / replacements of the ecological, water and sanitation infrastructure.*
- iii. *Update the asset register and the GIS where the asset register is existing. Prepare the asset register where none exists for grey infrastructure and for green infrastructure.*

l) Preparation or Updating of the Water and Sanitation Infrastructure Asset Management Plan.


- i. *Review of Infrastructure Asset Management Plans (IAMP) for water and sanitation infrastructure, and for related biodiversity/ecosystem services - using as inputs the findings of the existing condition assessments above.*
- ii. *Identification and quantification of unfulfilled maintenance requirements required for total functionality of water and sanitation infrastructure, and for targeted ecosystem services.*
- iii. *Creation of IAMP where none exists: Prepare / develop the IAMP where it does not exist in order to assist and guide municipal planning activities.*

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4. Future Demand Assessment

The activities to be undertaken and completed by the PSP include the following:

- a) **Demographics, Potential Growth Patterns, New and Proposed Developments:**
 - i. Establish the projected future growth rate and associated demographics and levels of service.
 - ii. Identify new and proposed developments and their impact in terms of existing and new water and sanitation infrastructure.
 - iii. Determine strategic requirements for water and sanitation infrastructure with regards to bulk supply, service delivery, closely related ecosystem services, climate change adaption and mitigation pathways, from a consideration of established land use and the future development scenarios outlined in the Municipality's spatial planning reports and related documents. This will amongst others include determination of the bulk supply points, trunk mains routes and storage reservoirs.
 - iv. Identify servitudes that must be secured and registered.
 - v. Identify areas of priority for ecosystem protection and conservation management.
- b) **Determination of future demand** - by considering growth patterns, new and proposed developments, economic development, ecological infrastructure, spatial development, land use and the levels of service required within the framework of existing legislation and policy.
- c) **Hydraulic Analysis and Modelling of the Water Supply and Sewerage Networks**
Respectively: Based on the latest cadastral and topographical information and derived from current aerial photography and other tools, prepare a hydraulic model of the water supply and sewerage networks in order to (amongst other things) assist IDM to:
 - i. Determine present and future water supply system pressures, flows and pipe diameters during various demand situations, including fire-fighting and periods of drought, i.e. including the determination of current component capacities and future requirements based on growth and risk scenarios.
 - ii. Determine current and future sewerage system flows and sewer diameters, i.e. including the determination of current component capacities and future requirements based on growth and risk scenarios
 - iii. Identify current problem areas in key water supply and sewerage infrastructure system components
 - iv. Quantify upgrading and augmentation (extension) requirements to accommodate present and future water demands and sewerage effluent discharges
 - v. [Provide recommendations in relation to the implementation of water demand management and control of sewer flows](#)
 - vi. [Provide recommendations in relation to the management of sewer outflow quality](#)
 - vii. Record all water treatment works, abstraction points, reservoirs, valve, and related water supply infrastructure components for operation and maintenance purposes
 - viii. Record all manholes, pump stations and related sewerage structures for operation and maintenance purposes
 - ix. Identify pressure and supply zones for water
 - x. Identify drainage areas for sewers
 - xi. Take into consideration climate adaptation and mitigation and various climate scenarios
 - xii. Develop, manage and monitor a maintenance programme for grey, green and ecological infrastructure.
- d) **Determination of the impact of projected future demand on additional bulk supply capacities, distribution networks, operations and maintenance, and the need (necessity) to upgrade or expand/extend the water and sanitation infrastructure, and ecological infrastructure.**

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- e) **Determination of water conservation and water demand management initiatives to offset some of the required additional bulk capacity, reduce hydraulic loads on waste water treatment works, etc.**
- f) **Determination of any network changes that could increase capacity or reduce pressures, including network re-configurations and other changes.**
- g) **Compilation of a water and sewerage demand forecast model** which can be updated on a continuous basis as demand patterns change or new areas are developed.
- h) **Detailed investigations and assessment of the considerations for the use of alternative technologies and materials** to achieve cost reductions, increase in bulk supply, ease of operations and maintenance or protection of the environment, mitigation and adaptation to climate change, to promote the circular economy, direct investments to transformation to a just and climate smart and green economy. These include (to mention a few):
 - i. Alternative solutions such as rainwater or fog harvesting, yard tanks and rural water schemes
 - ii. Desalination or treating effluent and mine water
 - iii. The possibility of recharging underground aquifers by artificial means, such as channelling storm water runoff to aquifers
 - iv. Use of new water and waste water treatment technologies that has reduced initial (CAPEX) and operational costs
 - v. Inclusion of ecosystem services interventions in priority areas, maintenance and management.
- i) **An analysis of the regional demand for water and sanitation infrastructure** should also be studied to determine whether partnerships can be negotiated to share in the formulation of proposals for major developments which could be handled more cost-effectively or efficiently on a regional basis, etc.


5. Institutional Arrangements and Required Authorizations

The following activities are to be undertaken and completed by the PSP:

- a) **Review of existing institutional arrangements and formulation of proposals** to develop systems and procedures and to build capacity as required to operate and maintain the water and sanitation infrastructure, as well as ecological infrastructure, climate change adaptation and mitigation and gender equity.
- b) **Assessment, determination, and recommendations on institutional arrangements** for provision of servitudes, through routes, etc. in the municipal area.
- c) Provide recommendations to facilitate:
 - i. Provision of land and servitudes for water and sanitation infrastructure.
 - ii. Wayleave applications (where applicable) from/to national, provincial, authorities and agencies where applicable.
 - iii. Environmental Impact Assessments where required.
 - iv. Environmental Management Plan and System (generic to all projects), noting more high risk projects will require dedicated individual Environmental Management Plans and Management Systems.
 - v. Environmental guidelines for inserts for input into all TORs for environmental and technical studies to fast track and promote transformation to a green and just circular economy

6. Project Prioritizations and Cost Estimates

The PSP must address the following items as part of the updating of the WSMP:

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- a) Determination of operations and maintenance interventions required to achieve total functionality in existing water and sanitation infrastructure and the cost estimates (Operational) thereof.
- b) Determination of capacity increases to be achieved through refurbishment, upgrades and demand management in order to address reliability of infrastructure services and the cost estimates (Capital and Operational) thereof.
- c) Determination of the extensions and new infrastructure required to address backlogs and the cost estimates (Capital and Operational) thereof.
- d) Determination of priorities and the phasing of projects and programmes for:
 - i. Short-term development (One-Year Projects and Budget Plan)
 - ii. Medium-term development (Three to Five Year Capital and Operational Plan)
 - iii. Long-term development (20 Years and above Capital and Operational Plan)
- e) Formulation of a project prioritization model addressing short-, medium- and long-term strategic plans.
- f) Long-term, medium-term and short-term plans covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes and staffing requirements.

7. Funding and Implementation Arrangements

The PSP must complete the following activities and report thereon:

- a) Identification, assessment and recommendations on:
 - i. Sources of funding, including tariff structuring, levies, investment or payment models to raise sufficient funds for development.
 - ii. Develop a framework for optimizing green bond potential projects aligned to global good practice green bond criteria and requirements
 - iii. Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate.
 - iv. Critical material, equipment, skills and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management

8. Risk Management


In line with best practices, the PSP must conduct a risk analysis to identify critical assets, the impact of their failure, the level of exposure to risk, and to determine alternative services, sources or mitigation measures as the case may be

9. Support for the Adoption of the WSMP by the Municipal Council

It is required of the PSP to provide technical support for the adoption of the WSMP by the municipal Council. The PSP is therefore expected to:

- i. Workshop the draft WSMP (which integrates all the sections cited above) with the Municipality, and other key stakeholders ensuring local knowledge in environmental and social elements and incorporate comments.
- ii. Facilitate the incorporation of the priority projects into the IDP of the Municipality
- iii. Facilitate adoption of the WSMP by the Council of the Municipality.
- iv. Facilitate the Project closure report into the municipal reporting process.

10. Project Closeout Report

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The PSP is required to compile and submit a Project Close-out Report using a framework provided by the DBSA.

C.3.1.4.5. Description of Part 2 of Scope of Work [Updating of the WSDP of ILembe DM]

1. Overview

The information required for the update of the WSDP is obtained from a credible process of developing or updating the Water Services Master Plan (WSMP) as described in section C.3.1.4.4 above.

The entire scope of work should therefore be undertaken in a spirit of alignment between the municipality's *IDP, Spatial Development Framework (SDF), District Growth and Development Plan, Provincial Growth and Development Strategy and National Development Plan (NDP)*, and emerging national policies to build back greener in a COVID and post-COVID society, and to promote transformation to a green and just society whereby the support provided by the PSP provides additional capacity to the municipality planning processes. Integration with relevant SDGs and emerging global good practices that promote transformation to a climate smart, greener and just/inclusive society.


The scope of work for updating the WSDP includes the following major activities:

2. Stakeholder Engagement and Establishment of the WSMP/WSDP Work Team and Project Steering Committee (PSC)

Refer to section C.3.1.4.4. above.

3. Completion of all Modules of the WSDP per DWS Guidelines

The PSP is expected to complete all the WSDP Modules (Modules 1 to 4) as outlined by the DWS. The Modules are illustrated in Figure C1 below.

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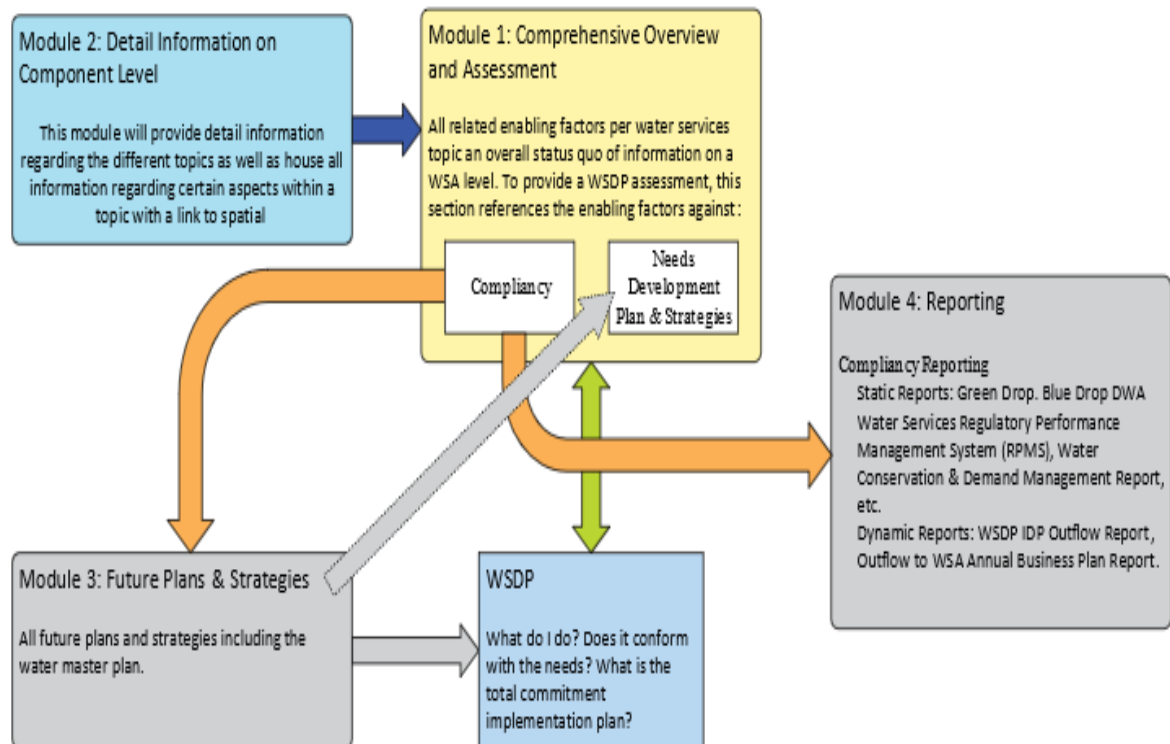



Figure C1: WSDP Modules and Process Flow [Per Department of Water and Sanitation (DWS)]

The PSP is expected to adequately address the following key tasks during the completion of the WSDP Modules cited above:

- The development of problem statement to address current requirement needs in such a manner that will result in a proposed set of activities and action plan to improve the current shortcomings to an acceptable baseline level. Ensure that all information gathered be converted to the prescribed GIS GeoDatabase format of the Knowledgebase to populate Module 2 of the WSDP.
- The development of a comprehensive strategy through a Demand Modelling Process in priority order that should guide the project definition phase of the Water Services Master Planning e.g. a comprehensive project and cost scenario list for each Water Services Business Element based on the Current Development Requirements.
- The development of a comprehensive Demand Model for a 5, 10, and 15-year scenarios with regards to the Future Development Requirements. The Demand Model must address each of the Water Services Business Elements and result in a detail strategic project list with priorities and implementation time scales.
- A detailed investigation to evaluate the status of the existing water services Infrastructure against the requirements and actions of the newly developed Demand Models. A detail report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

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- e) A detailed investigation and alignment of the Water Resources of the area in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models.
- f) A detailed investigation and alignment of the Operation and Maintenance of the water services infrastructure in the IDM area in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models.
- g) A detailed investigation and alignment of the Institutional assessment requirements of the IDM in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models.
- h) A detailed investigation and alignment of the Demand Management situation assessment of the IDM in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models.
- i) Facilitation of the Water Services Master Planning Process to ensure the development of a comprehensive Water Services Development Plan over 5, 10, and 15-year scenarios with regards to the Future Development Requirements.

The WSDP Modules are further elaborated upon below.

- **Module 1: Comprehensive Overview and Assessment**
All related enabling factors per water services topic listed in a tabular format to present an overall status quo of information on a WSA level. The section also references the enabling factors against Compliancy and Needs development plan criteria to provide an overall WSA WSDP assessment
- **Module 2: Detail information on component level**
This module provides detailed information regarding the different topics as well as house all information regarding certain aspects within a topic.
- **Module 3: Strategic Plans**
Integrated Resource Management Plan
Ground Water Management Plan
Waste Water Management Plan
Water Management Information System
Operations and Maintenance (O&M) Plan
Non-Revenue Water Strategy
Backlog Eradication Strategy
Cost Recovery Strategy
Water Quality Monitoring Strategy
Assets Management Plan
- **Module 4: Reporting**
IDP Assessment framework
DWS Water Services Regulatory Performance Management System (RPMS)
WSA Checklist
Water Conservation & Demand Management Report
- **Outflow Documents and Process Alignment**
As part of the updating of the WSDP, the PSP is expected to develop outflow documents to support the water services planning processes in the IDM. These outflow documents include the following:
 - **WSDP IDP Outflow Report**

The main objective of the WSDP IDP Outflow Report is to assist IDM with inputs regarding the IDP development and IDP evaluation processes. The WSDP IDP Outflow Report is based on the IDP development and evaluation requirements and is aligned with the WSDP structure and information. The outflow report will disseminate the required information from the WSDP in a standardized format to the IDP process for incorporation during the development of the IDM 's IDP. The appointed PSP is expected to undertake the following interactions and support processes:

- Obtain Water Sector IDP Report format from DWS.
- Utilize the updated WSDP documents and complete the outflow report structure and contents.
- Interact directly with the IDM 's IDP managers to ensure alignment of processes and build relationships.
- Submit outflow report to DWS.
- Disseminate outflow report to the IDM (WSA) during new rounds of IDP and its Planning Forums.

➤ **Outflow to WSA Annual Business Plan**

The main objective of this task is to assist IDM with inputs regarding the compilation of a Water Services Business Plan. The appointed PSP is expected to develop this outflow report based on WSA Annual Business Plan and Audit Report requirements aligned with the WSDP structure and information.

This outflow report is to emanate from the updated WSDP in a standardized report format. The IDM is expected to use the report during its interaction with the Local Municipalities in the municipal area and disseminate the contents thereof in an appropriate format such as hardcopy or electronic formats. The Interaction and support process to be performed by the appointed PSP includes the following actions:


- Obtain Annual Business Plan Report format from DWS.
- Utilize updated WSDP documents and complete report structure and contents.
- Interact directly with IDM WSA managers to ensure alignment of processes and build relationships.
- Submit outflow report to DWS.
- Disseminate outflow report to the IDM (WSA) during new rounds of IDP and its Planning Forums.

➤ **WSDP Status Quo Knowledge Interpretation Report**

The last phase of the WSDP updating process is to develop a Strategic Interpretation report based on the information as captured in the current modules 1 to 4. The strategic interpretation reports is an assessment report in the form a diagram presenting all aspects related to the different topics on an information completeness and accuracy assessment scale. The report thus provides a clear indication of the WSA's status in terms of each specific Water Services Business Elements. The report identifies and highlights shortcomings that is required to perform Water Services planning.

All water services master planning work will link directly to the status of the WSDP as described above, and therefore all the processes related to the updating of the WSDP will result in a **Current Requirement Development Plan** and a **Future Requirement Development Plan** per specific Water Services Business Element for the WSA. The alignment of these two plans in the short and medium-term time scales and the requirements priority sorting will combine into the Annual WSDP that cross cuts through all the Water Services Business Elements with clearly defined actions, goals and timeframes per financial year.

The Current Requirement Development Plan (CRDP) will address existing challenges as highlighted by the current information status quo assessment and provide a detail action plan to improve the current statuses per topic to an acceptable baseline level to perform the functions. The Future Requirement Development Plan (FRDP) will address the actions and requirements to meet future development requirements and millennium goal targets.

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The Current and Future Development Plans will be guided by a Water Services Master Planning (WSMP) Process to act as guideline that will ensure knowledge improvement and intelligence enhancement. The WSMP Process will be based on an ArcGIS Geo-Database structure to house spatial and database knowledge in a central database that will act as a Knowledge Base which will form **Module 3** of the WSDP.

The results of the Water Services Master Planning Process will form **Module 3** of the WSDP and will consist of the following:

- Status Quo Knowledge Interpretation Reports (SQKIR)
- Water Services Demand Model
- The Current Requirement Development Plan (CRDP)
- The Future Requirement Development Plan (FRDP)
- Prioritization Plan
- Implementation Action Plan

The WSDP will thus be an implementation plan to reach clearly defined goals with action plans and achievable solutions. Furthermore, the WSDP can then be used for the IDM (the WSA) to commit to certain tasks and goals and will function as a monitoring component that will be reviewed annually.


4. Completion of the Technical and Business Areas in all the WSDP Modules per DWS Guidelines

In order to achieve the aim to facilitate and coordinate the process of WSDP development per topic, the sector requirements in the WSDP Modules have been identified and grouped per Technical Business Element and functions as summarized in Figure C2 and listed below:



Figure C2: Technical and Business Elements Focus Areas of the WSDP [per DWS]

The Technical and Business Elements are further unpacked below:

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Section 2: Technical and Business Elements

In order to achieve the aim to facilitate and coordinate the process of WSDP development per topic, the sector requirements have been identified and grouped per Technical Business Element and functions as listed below:

1. Administration

2. Settlement Demographics

- 2.1 Total Population
- 2.2 Total Number of Households
- 2.3 Average Household Size
- 2.4 Settlement Type (Urban & Rural)
- 2.5 Social Service Type

3. Service Levels Profile

- 3.1 Settlement Water Service Level Definitions
- 3.2 Settlement Sanitation Service Level Definitions
- 3.3 Residential, Public Institutions and Industries

4. Socio Economic Background

4.1 General

- 4.1.1 Present population
- 4.1.2 Current population growth rates
- 4.1.3 Projected Population growth rate: 5 years
- 4.1.4 Projected Population growth rate: 10 years
- 4.1.5 No. of dry industrial consumer units
- 4.1.6 No. of wet industrial consumer units
- 4.1.7 No. of commercial consumer units

4.2 Age & Gender Profile

- 4.2.1 Permanent resident population
- 4.2.2 Aged Residents (>65yrs)
- 4.2.3 Youth Residents (<18yrs)
- 4.2.4 Male Residents
- 4.2.5 Female Residents

4.3 Employment Profile

- 4.3.1 Eligible Workforce (19 – 65 yrs)
- 4.3.2 Permanent residents – without jobs
- 4.3.3 Permanent farm workers
- 4.3.4 Permanent Industry workers
- 4.3.5 Professional workers

4.4 Demographic Trends & Migration Patterns

- 4.4.1 Permanent resident population
- 4.4.2 Peak daily labour migration (-) out / (+) in
- 4.4.3 Peak long-term labour migration (-) out / (+) in
- 4.4.4 Permanent population changes (-) out / (+) in
- 4.4.5 Holiday Population

4.5 Household Income

4.6 Economics

5. Water Service Infrastructure Profile

5.1 General Information


- 5.1.1 Status of a plan for Asset Register Monitoring Programme
- 5.1.2 Total number of components / km of pipeline
- 5.1.3 VIP toilets
- 5.1.4 Other dry sanitation toilets
- 5.1.5 Septic tanks
- 5.1.6 Status of a plan to manage untreated effluent
- 5.1.7 Status of a plan for disaster management

5.2 Operation

- 5.2.1 Previous vandalism or theft (Security Problem) (Yes/No/Not Required: NR)
- 5.2.2 Is the abstraction registered with DWS?
- 5.2.3 % Allocation for domestic consumption (licensed)
- 5.2.4 % of domestic allocation used (licensed)
- 5.2.5 Is abstraction recorded?
- 5.2.6 Regular Safety inspection performed (Y/N)
- 5.2.7 Total volume of water treated per day (Ml/day)
- 5.2.8 Average Operating hours per day
- 5.2.9 Is there a Water Quality Plan (Yes/No)
- 5.2.10 Monitoring & Sample Failure:
 - 5.2.10.1 Monitoring: % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)
 - 5.2.10.2 Operational: % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)
 - 5.2.10.3 Chemical (Results of tests performed. Average % sample failure over previous 12 months)
 - 5.2.10.4 Microbiological (Results of tests performed. Average % sample failure over previous 12 months)
 - 5.2.10.5 Physical Compliance (Results of tests performed. Average % sample failure over previous 12 months)
- 5.2.11 Authorisation Compliance
- 5.2.12 Are there any standby pumps available?
- 5.2.13 Is there any leakage control? (Pressure regulation)
- 5.2.14 How many illegal connections to date?
- 5.2.15 % Illegal connections be formalized?
- 5.2.16 What is the storage factor (x daily use)
- 5.2.17 Total volume of water received and treated per year (Ml)
- 5.2.18 Average Operating hours per day
- 5.2.19 Discharge volume (Ml/day)
- 5.2.20 Volume of effluent recycled (Ml/day)
- 5.2.21 % Effluent controlled
- 5.2.22 Permitted effluent (Ml/day)
- 5.2.23 Solid waste disposal (m³/day)
- 5.2.24 Sludge produced (dry tonnes per day)
- 5.2.25 % of the time that effluent is chlorinated

5.3 Functionality

- 5.3.1 General physical condition (N: Not in operation/P: poor/G: good)
- 5.3.2 How well is the infrastructure maintained? (N: None, I: infrequent, D: demand, P: planned)
- 5.3.3 Are spare parts readily available? (Yes/No)
- 5.3.4 Number of breakages / failures per year
- 5.3.5 Total refurbishment needs %
- 5.3.6 Total refurbishment needs cost (RM)
- 5.3.7 Total replacement needs %
- 5.3.8 Total replacement needs cost (RM)

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5.4 Institutional Status

5.4.1 % the WSA Self the Current Owner

5.4.2 % the WSA Self Current Operator

5.5 Asset Management

5.5.1 % Expected total lifespan: Short (1-3 yrs)

5.5.2 % Expected total lifespan: Medium (3 - 10 yrs)

5.5.3 % Expected total lifespan: Long (10 - 20 yrs)

5.5.4 Estimated replacement value (RM)

5.5.5 Annual operating cost (RM)

5.5.6 Annual maintenance cost (RM)

5.6 Type And Capacity (WTW and WWTW where applicable)

5.6.1 Capacity (m³) (WTW & WWTW: Ml/day and Pump Station: L/s)

5.6.2 Full Supply storage capacity (m³)

5.6.3 Spillway capacity (m³/sec)

5.6.4 Total daily assured yield (m³/day)

5.6.5 Can the (dam) capacity be increased? (Yes/No)

5.6.6 Physical water quality: Turbidity

5.6.7 Chemical causing quality problem

5.6.8 Design Capacity (Mega L)

5.6.9 Discharge rate (Mega L/day)

5.6.10 Pipe material (Most common)

5.6.11 Avg. Diameter (mm)

5.6.12 Avg. Discharge rate (L/sec)

5.6.13 How much capacity is still available for development? (%)

5.6.14 Design Capacity - Hydraulic Load (Ml/day)

5.6.15 Design Capacity - Organic Load (COD kg/day)

5.7 Existing Asset Management Assessment

Resource

Information

Activity Control

Management

Water Master Plan

6. Operation & Maintenance

6.1 Status of an Operation & Maintenance Plan

6.2 Water Services Infrastructure: Operational Assessment

6.2.1 Resources

6.2.1.1 Existing Ground Water Infrastructure

6.2.1.2 Existing Surface Water Infrastructure

6.2.1.3 Existing Waste Water Treatment Works Infrastructure

6.2.1.4 Existing Water Treatment Works Infrastructure

6.2.1.5 Existing Pump Station Infrastructure

6.2.1.6 Existing Bulk Pipeline Infrastructure

6.2.1.7 Existing Tower & Reservoir Infrastructure

6.2.1.8 Existing Reticulation Infrastructure


6.2.2 Information

6.2.2.1 Existing Ground Water Infrastructure

6.2.2.2 Existing Surface water Infrastructure

6.2.2.3 Existing Water Treatment Works Infrastructure

6.2.2.4 Existing Waste Water Treatment Works Infrastructure

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- 6.2.2.5 Existing Pump Station Infrastructure
- 6.2.2.6 Existing Bulk Pipeline Infrastructure
- 6.2.2.7 Existing Tower & Reservoir Infrastructure
- 6.2.2.8 Existing Reticulation Infrastructure

6.2.3 Activity Control & Management

- 6.2.3.1 Existing Ground Water Infrastructure
- 6.2.3.2 Existing Surface water Infrastructure
- 6.2.3.3 Existing Water Treatment Works Infrastructure
- 6.2.3.4 Existing Waste Water Treatment Works Infrastructure
- 6.2.3.5 Existing Pump Station Infrastructure
- 6.2.3.6 Existing Bulk Pipeline Infrastructure
- 6.2.3.7 Existing Tower & Reservoir Infrastructure
- 6.2.3.8 Existing Reticulation Infrastructure

6.3.1 Resources

- 6.3.1.1 Existing Ground Water Infrastructure
- 6.3.1.2 Existing Surface water Infrastructure
- 6.3.1.3 Existing Water Treatment Works Infrastructure
- 6.3.1.4 Existing Pump Station Infrastructure
- 6.3.1.5 Existing Bulk Pipeline Infrastructure
- 6.3.1.6 Existing Tower & Reservoir Infrastructure
- 6.3.1.7 Existing Reticulation Infrastructure

6.3.2 Activity Control & Management


- 6.3.2.1 Existing Ground Water Infrastructure
- 6.3.2.2 Existing Surface water Infrastructure
- 6.3.2.3 Existing Water Treatment Works Infrastructure
- 6.3.2.4 Existing Pump Station Infrastructure
- 6.3.2.5 Existing Bulk Pipeline Infrastructure
- 6.3.2.6 Existing Tower & Reservoir Infrastructure
- 6.3.2.7 Existing Reticulation Infrastructure

6.4 Water And Waste Water Supply And Quality

- 6.4.1 Water: Incident Management Protocol
- 6.4.2 Water: Process Control
- 6.4.3 Water: Monitoring Programme
- 6.4.4 Water: Sample Analysis (Credible: Scale 1 – 5 as per Blue Drop requirements)
- 6.4.5 Water: Failure Response Management
- 6.4.6 Blue Drop Status
- 6.4.7 Waste Water: Incident Management Protocol
- 6.4.8 Waste Water: Process Control
- 6.4.9 Waste Water: Monitoring Programme
- 6.4.10 Waste Water: Sample Analysis (Credible: Scale 1 – 5 as per Green Drop requirements)
- 6.4.11 Waste Water: Failure Response Management
- 6.4.12 Green Drop Status

7. Associated Services

- 7.1 Water Services
 - 7.1.1 Education Plan
 - 7.1.2 Health Plan
- 7.2 Sanitation Services
 - 7.2.1 Education Plan
 - 7.2.2 Health Plan

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8. Conservation & Demand Management

8.1 Water Resource Management Interventions

8.1.1 Reducing Non-Revenue Water And Water Inefficiencies

- 8.1.1.1 Night flow metering
- 8.1.1.2 Day flow metering
- 8.1.1.3 Reticulation leaks
- 8.1.1.4 Illegal connections
- 8.1.1.5 Un-metered connections
- 8.1.1.6 Internal plumbing leaks

8.1.2 Reducing High Pressures For Residential Consumers - Number Of Consumer Units Targeted By:

- 8.1.2.1 <300kPa
- 8.1.2.2 300 –600kPa
- 8.1.2.3 600 –900kPa
- 8.1.2.4 >900kPa (>9Bar)

8.1.3 Leak And Meter Repair Programmes - Consumer Unit Targeted By

- 8.1.3.1 Leak repair assistance programme
- 8.1.3.2 Retro-fitting of water efficient toilets
- 8.1.3.3 Meter repair programme

8.1.4 Consumer / End-Use Demand Management: Public Information & Education Programmes

- 8.1.4.1 % Schools targeted by education programmes
- 8.1.4.2 % Consumers targeted by public information programmes
- 8.1.5 Conjunctive use of surface- and groundDWSters
- 8.1.6 Working for Water
- 8.1.7 Does the municipality have a Water Conservation Demand Management Plan(WCDM)?
- 8.1.8 Does the municipality have a strategy to meet 2014 targets?
- 8.1.9 Is there an internal budget?
- 8.1.10 Does the municipality apply through IDP funds for WCDM?

8.2 Water Balance (Volume Units In Kilolitre Per Day)

8.3 Water Losses

9. Water Resources


9.1 Sources & Volumes

9.2 Monitoring

- 9.2.1 % of water abstracted monitored: Surface water
- 9.2.2 % of water abstracted monitored: GroundDWSters
- 9.2.3 % of water abstracted monitored: External Sources (Bulk purchase)
- 9.2.4 Water levels (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)
- 9.2.5 Water quality? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)
- 9.2.6 Borehole yields? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)
- 9.2.7 Borehole abstraction? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)
- 9.2.8 % Compliance to drinking water acceptable limits
- 9.2.9 % Compliance to effluent release acceptable limits
- 9.2.10 Number of monitoring points for drinking water sufficient
- 9.2.11 Number of monitoring points for effluent release sufficient

9.3 Water Quality

- 9.3.1 Reporting on quality of water taken from source: urban & rural
- 9.3.2 Quality of water returned to the resource: urban
- 9.3.3 Quality of water returned to the resource: rural

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- 9.3.4 Is there a Pollution contingency measures plan in place?
- 9.3.5 Quality of water taken from source: urban - % monitored by WSA self?
- 9.3.6 Quality of water taken from source: rural - % monitored by WSA self?
- 9.3.7 Quality of water returned to the source: urban - % monitored by WSA self?
- 9.3.8 Quality of water returned to the source: rural - % monitored by WSA self?
- 9.3.9 Are these results available in electronic format? (Yes/no)
- 9.3.10 % Time (days) within SABS 241 standards per year

9.4 Wet Industries: Urban & Rural

9.5 'Raw' Water Consumers: Urban & Rural

9.6 Industrial Consumer Units For Sanitation: Urban & Rural

9.7 Industries And Their Permitted Effluent Releases

10. Financial Profile

10.1 Capital Funds

- 10.1.1 Income
 - 10.1.1.1 Subsidies from:
 - 10.1.1.2 National Government
 - 10.1.1.3 Provincial Government
 - 10.1.1.4 Local Government
 - 10.1.1.5 Other
 - 10.1.1.6 Grants (incl. the equitable share) from:
 - 10.1.1.7 National Government
 - 10.1.1.8 Provincial Government
 - 10.1.1.9 Local Government
 - 10.1.1.10 Other
 - 10.1.1.11 Spent Conditional grants
 - 10.1.1.12 Metering & Billing Income
 - 10.1.1.13 Other Income
 - 10.1.1.14 Deficit

10.1.2 Capital Expenditure

10.2 Operating Costs

10.3 Tariff & Charges

- 10.3.1 Residential
- 10.3.2 Industrial
 - 10.3.1 Water
 - 10.3.2 Sanitation
- 10.3.3 Commercial
- 10.3.4 Other

10.4 Free Basic Services


- 10.4.1 Subsidy Targeting Approach

10.5 Metering, Billing & Income

- 10.5.1 Residential: Water
- 10.5.2 Industrial: Water
- 10.5.3 Commercial: Sanitation
- 10.5.4 Industrial: Sanitation

11. Water Services Institutional Arrangements Profile

11.1 General Functions

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- 11.1.1 Policy Development
- 11.1.2 Regulation and Tariffs
- 11.1.3 Infrastructure Development (Projects)
- 11.1.4 Water Conservation and demand management
- 11.1.5 Performance Management and Monitoring
- 11.1.6 WSDP

11.2 Bulk And Retail Functions

- 11.2.1 Water Service providers (retail water)
- 11.2.2 Water service providers (sanitation)
- 11.2.3 Water service providers (bulk water)
- 11.2.4 Water service providers (bulk sanitation)
- 11.2.5 Support service agents (water)
- 11.2.6 Sanitation Promotion agent
- 11.2.7 Support service contracts
- 11.2.8 Water service institutions
- 11.2.9 WSP staffing levels: water
- * 11.2.10 WSP staffing levels: sanitation
- 11.2.11 WSP training programme

11.3 Water Services Providers

- 11.3.1 Retail Water
- 11.3.2 Sanitation

12. Social & Customer Service Requirements

12.1 Resources

- 12.1.1 Quality of service for water: urban
- 12.1.2 Quality of service for water: rural
- 12.1.3 Attending to complaints for water: urban
- 12.1.4 Attending to complaints for water: rural
- 12.1.5 Attending to complaints for sanitation: urban
- 12.1.6 Attending to complaints for sanitation: rural
- 12.1.7 Education for basic water services
- 12.1.8 Pollution awareness

12.2 Quality Of Service For Water


- 12.2.1 Total number of consumers
- 12.2.2 Number of consumers experiencing greater than 7 days interruption in supply per year
- 12.2.3 Number of consumers receiving flow rate of less than 10 litres per minute
- 12.2.4 Water quality: no chlorination
- 12.2.5 Water quality: chlorinated
- 12.2.6 Water quality: full treatment

12.3 No. Of Consumer Units To Be Targeted By:

- 12.3.1 Water education (including water conservation)
- 12.3.2 Sanitation promotion and health and hygiene awareness

12.4 Attending To Complaints For Water

- 12.4.1 Total number of consumer units
- 12.4.2 Number of complaints of quality of service per year divided by total number of consumer units
- 12.4.3 Number of queries/complaints received within the year
- 12.4.4 % Queries responded to within 24 hours
- 12.4.5 Number of major or visible leaks reported within the year
- 12.4.6 % Major or visible leaks repaired within 48 hours after being reported

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12.5 Attending To Complaints For Sanitation: Discharge To Treatment Works

12.5.1 Total number of consumer units

12.5.2 Number of complaints of quality of service per year divided by total number of consumer units

12.5.3 Number of queries/complaints received within the year

12.5.4 % Queries responded to within 24 hours

12.5.5 Number of blockages reported within the year

12.5.6 % Blockages repaired within 48 hours after being reported

12.6 Attending To Complaints For Sanitation: Pit/Tank Pumping

12.6.1 Number of pits/ tanks

12.6.2 Number of calls received within the year for emptying

12.6.3 Number of calls received within the year for emergency maintenance to pits/ tanks

12.6.4 % Queries responded to within 24 hours

12.6.5 % Pits/tanks pumped within 48 hours of being reported

13. Needs Development Plan (Project Lists)

5. Summary of Process Steps for the updating of the WSDP

In order to produce the results as defined above, the following 10 steps must be performed by the PSP and strictly adhered to in the logical sequence.

A master plan can be developed per any specific topic or for the total WSDP. Each of the following 10 steps should be adhered to in either case by following the outlined topic headings as described below.

- **WSDP Process Step 1: Existing Situation Assessment**

This step is directly linked to the WSDP Modules 1 and 2. Evaluate and study the Module 1 Status Quo Knowledge Interpretation Report (SQKIR) as a situation assessment that will provide a clear understanding and detail layout of the **existing situation** within the WSA with relation to the quality and quantity of information and knowledge.

- **WSDP Process Step 2: Situation Assessment Demand Model**


This step is directly linked to the WSDP Modules 1 and 2. Each of the above Business Elements on the SQKIR diagrams must be evaluated thoroughly and a definite problem statement needs to be defined in such a manner that will result in a proposed activities and action plan to improve the current shortcomings to an acceptable baseline level. All information must be gathered and converted to the prescribed GIS Geo-Database format and will be co-ordinated by a DWS National team. The Information must be imported into the Geo-Database and will form Module 2 of the WSDP.

- **WSDP Process Step 3: Current Requirement Development Plan**

This step is directly linked to the WSDP Modules 1 and 2. The PSP is to develop a comprehensive strategy through a Demand Modelling Process in priority order that should guide the project definition phase of the Water Master Planning e.g. a comprehensive project and cost scenario list for each Water Services Business Element. The strategic list must address the Current Development Requirements.

- **WSDP Process Step 4: Future Requirement Development Plan**

This step is directly linked to WSDP Module 3. Develop a comprehensive Demand Model for a 5, 10, and 15-year scenarios with regards to the Future Development Requirements. The Demand Model must address each of the Water Services Business Elements and result in a detail strategic project list with priorities and implementation time scales.

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- **WSDP Process Step 5: Infrastructure Investigation**

On completion of the Current and Future development Requirement Plans as per step 3 and 4 above, a detail investigation must be performed to evaluate the status of the existing water services Infrastructure against the requirements and actions of the newly developed Demand Models. A detailed report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

- **WSDP Process Step 6: Water Resource Investigation**

Using information obtained during the completion of Modules 1 and 2, a detailed alignment investigation must be performed on the Water Resources of the IDM area in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models. A detailed report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

- **WSDP Process Step 7: Operation and Maintenance Investigation**

Using information obtained during the completion of Modules 1 and 2, a detailed alignment investigation must be performed on the Operation and Maintenance of the area in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models. A detailed report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

- **WSDP Process Step 8: Institutional Needs Analysis**

Detailed alignment investigation must be performed on the current Institutional assessment as well as future 5, 10 and 15-year Institutional aims and objectives in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models. A detailed report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

- **WSDP Process Step 9: Conservation and Demand Management Analysis**


Detailed alignment investigation must be performed on the current Conservation and Demand Management situation assessment as well as future 5, 10 and 15-year aims and objectives in relation to the Future Development Requirement Plans and the requirements and actions of the newly developed Demand Models. A detailed report must outline and describe compatibility, alignment and shortcomings with regards to the proposed modelling aspects. Strategic solutions and business actions must be described as well as projects identified to address shortcomings.

- **WSDP Process Step 10: Comprehensive Water Services Development Plan**

Develop a comprehensive Water Services Development Plan that will describe for each Business Element the strategic project identified for future and current development requirements as well as indicate priorities and actions implementation plans with achievable time scales per financial year.

Project Closure: The appointed professional services provider is expected to:

- Ensure that the updated WSDP is uploaded to the DWS System (Geodatabase).
- Workshop the draft WSDP with the Municipality, DWS, etc. and incorporate Comments.
- Prepare and facilitate the WSDP Outflow Report section in the IDP
- Facilitate adoption of the updated WSDP by the Council of the Municipality.

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|---|
| e) Prepare and submit a Project Closeout Report |
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C.3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS

C.3.1.5.1 Project Implementation Plan

The successful Professional Service Provider is expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letter of appointment which shall not exceed two weeks from the date of appointment. The PIP will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The DBSA will provide a template for the development of the PIP to the successful Tenderer.

C.3.1.5.2 Progress Reports

The successful Professional Service Provider will provide periodic progress reports in accordance with the timeframe to be agreed with the DBSA and the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

- i. Amount of time spent by each team project member on a specific task;
- ii. Total amount of time and cost to date;
- iii. Time cost since the previous report;
- iv. Percentage of work completed per specific task and the overall percentage completion;
- v. Other information that will be determined by either PSC or Service Provider;
- vi. Risks and mitigations and
- vii. Lessons learnt.

C.3.1.5.3 Submission of Final Reports on the Key Deliverables

The successful Service Provider will develop and submit to the DBSA and ILembe District Municipality copies of the completed final key Deliverables in accordance with the following requirements:

- i. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to the DBSA.
- ii. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to ILembe District Municipality.

C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES


C.3.1.6.1 Implementation Time Frames

The DBSA anticipates the WSDP and WSDP update to be completed within **ten (10) months** from the Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.

C.3.1.6.2 Underlying Assumptions

Success of this Project depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) The Sector Departments – Provincial and National COGTA, DWS, etc. provide full and sustained facilitation and assistance to the infrastructure planning project.
- c) Ongoing and sustained involvement and cooperation of all stakeholders including the local communities;

	<p>The Tender</p>	<p>Tender No. RFP189/2021: Updating of the Water Services Master Plan (WSMP) and Water Services Development Plan (WSDP) of ILembe District Municipality</p>
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- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by the ILembe DM.

C3.1.6.3 Risks and Risk Mitigation

The PSP shall identify applicable risks to the project, factor them into the prices in the Pricing Schedule and mitigate them during project execution. These risks may include:

- a) Limited information for the updating of the WSDP;
- b) Lack of infrastructure data and information from the Municipality and other stakeholders;
- c) Insufficient stakeholder involvement;
- d) Delays by the Municipality and other stakeholders in providing relevant information;
- e) Unclear information and parameters from relevant stakeholders.

C.3.1.7 REPORTING LINES

The PSP will report directly to the designated Project Manager of the DBSA, to the designated Project Champion of ILembe District Municipality and to the Project Steering Committee (PSC) during the updating of the WSDP. The interim progress and final reports will be submitted to designated Project Manager of the DBSA and to the municipality via the Project Steering Committee (PSC). All interim reports (Deliverables and Progress) must be presented, discussed and approved in the PSC meeting.

C.3.1.8 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and the DBSA Project Manager. The PSP will report to the PSC in accordance with meeting schedule as agreed at the PSC and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will retain all its right as the Employer in terms of the professional services contract to be concluded with the successful PSP. Such rights include issuing written notices and instruction to the Service Provider in line with the conditions of contract.

C.3.1.9 CONTACT PERSON

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to lihleSCM@dbsa.org or scmqueries@dbsa.org and the tender reference number is to be quoted.

