



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE
LOCAL MUNICIPALITY**

Tender Number: RFP034/2025

REQUEST FOR PROPOSAL DOCUMENT

[Based on the CIDB Professional Services Contract] - (July 2009)

Issued date: 26 May 2025

Issued by:

Water Partnerships Office (WPO)
C/O Development Bank of Southern Africa Limited
1258 Lever Road, Headway Hill
Midrand, Johannesburg
Gauteng Province

Contact Persons:

Mr. Asakundwi Nenguda: [Email: AsakundwiSCM@dbsa.org]

Name of Tenderer:



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Tender Number: RFP034/2025

GENERAL TENDER INFORMATION

ID	ITEM / MILESTONE	DESCRIPTION / DUE DATE/ DUE TIME
1	Tender Published	26 May 2025
2	Date & Time of compulsory briefing session Meeting	11 June 2025 at 10:00 AM
3	Venue for compulsory briefing Meeting- Click to register and join	https://events.teams.microsoft.com/event/b1732a06-c9c4-429b-99eb-44c099d1eada@aff425d2-f098-45ac-ba9e-f62aba0bc7b2
4	Closing Date of Tender	11 July 2025
5	Closing Time of Tender	23:55hrs Telkom Time
6	Closing Venue and Location of Tender Box	Online Tender Box designated by DBSA SCM
7	Tender Submission	The Tender Document (which includes the Returnable Documents such as Submission Schedules) 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: AsakundwiSCM@dbsa.org confirming that the submission has been made electronically.
8	Notification to Successful and Unsuccessful Tenderers	Only successful tenderers will be notified in writing by the DBSA. The list of successful tenderers will be uploaded to the DBSA website. Tenderers whose names do not appear on this list are to conclude that their tenders have not been successful. Due to the expected volumes of tender responses, the DBSA will not send individual notices to unsuccessful tenderers.



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Tender Number: RFP034/2025

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)



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MUNICIPALITY**

Tender Number: RFP034/2025

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T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
CONTRACT	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
Part C2: Pricing data	
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Tender Number: RFP034/2025		
TENDER		

T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa (DBSA) through the Water Partnerships Office (WPO) hereby invites tenders for the provision of professional services for the development of a Bankable Feasibility Study, Cost-Benefit Analysis, Financial Modelling, and Performance-Based Contract (PBC) procurement documents for Non-Revenue Water (NRW) Reduction Projects in **Polokwane Local Municipality**.

The Tender Document can be downloaded from the DBSA website's procurement section as from **26 May 2025**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA website. Only written correspondence will be accepted for enquiries.

Queries related to the issue of these documents may be addressed to **Mr. Asakundwi Nenguda** and on email(s): scmqueries@dbsa.org and AsakundwiSCM@dbsa.org

Preferences are offered to tenderers as stated in the Tender Data in accordance with the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its regulations.

Only Tenderers who meet the eligibility requirements stated in the Tender Data in respect of *inter alia* experience and capacity are eligible to submit tenders and to have their tender submissions evaluated.




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

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

- **Location:** Microsoft Teams
- **Click here to register and join** <https://events.teams.microsoft.com/event/b1732a06-c9c4-429b-99eb-44c099d1eada@aff425d2-f098-45ac-ba9e-f62aba0bc7b2>
- **Date:** 11 June 2025
- **Starting Time:** 10h00 AM

The closing time for receipt of tenders is **23H55 (Telkom time) on 11 July 2025** 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. If the bid is late, or not submitted in the electronic tender box it will not be accepted for evaluation. Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the Tender Data. Please continue to visit the DBSA website (procurement section) for any changes, alterations, and updates for this tender.

  
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TENDER

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annex C** of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published on the CIDB website www.cidb.org.za/knowledge/publications/standards/sfuinfo/default.aspx, 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
C.1.1	The Employer is the Development Bank of Southern Africa Limited .
C.1.2	<p>The Tender Documents issued by the Employer consists of the following documents:</p> <p>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>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>

Clause number	Tender Data															
	<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 Schedules / Activity Schedule or Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3: Scope of work</p> <p>Part C4: Site information</p> <p>C4: Site information</p>															
C.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. Asakundwi Nenguda</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: AsakundwiSCM@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>															
C.1.6.2	A competitive negotiation procedure (PP3A and PP3B) will not be followed.															
C.1.6.3	A two-stage system (PP2F) will not be followed. This tender will follow a two-envelope (PP2E) system.															
C.2.1	<p>Only those tenderers who are duly registered entities, unincorporated joint ventures, consortia, or associations, and who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</p> <p>1. Have successfully provided professional services in the development of bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for performance-based contracts (PBC) in relation to non-revenue water (NRW) reduction projects in South Africa or internationally, with the NRW projects having a combined value of at least R300 million in the last seven (7) years.</p> <p>2. The Tenderer has in its employ South African-recognised professionally registered persons who can provide the following category of services, or have obtained a firm undertaking from professional service providers who have in their employ registered professionals that can provide such services:</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</td><td>x1</td><td>Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000. Must have at least 20 years’ post-registration experience in the planning, design, implementation, operations and maintenance of municipal water services infrastructure in South Africa.</td><td>Project Leadership, Management and Coordination Services</td></tr><tr><td>2</td><td>Civil Engineer: Non-Revenue Water (NRW).</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 15 years’ post-registration experience in the planning, design (project preparation), financing, project management, and implementation of non-revenue water (NRW) reduction performance-based contracts (PBC) projects or non-revenue water (NRW) reduction projects, in South Africa or internationally.</td><td>Civil Engineering Services: (Non-Revenue Water (NRW))</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	x1	Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000. Must have at least 20 years’ post-registration experience in the planning, design, implementation, operations and maintenance of municipal water services infrastructure in South Africa.	Project Leadership, Management and Coordination Services	2	Civil Engineer: Non-Revenue Water (NRW).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 15 years’ post-registration experience in the planning, design (project preparation), financing, project management, and implementation of non-revenue water (NRW) reduction performance-based contracts (PBC) projects or non-revenue water (NRW) reduction projects, in South Africa or internationally.	Civil Engineering Services: (Non-Revenue Water (NRW))
ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline												
1	Project Manager and Team Leader	x1	Registration as a Professional Engineer in terms of the Engineering Professions Act, 2000. Must have at least 20 years’ post-registration experience in the planning, design, implementation, operations and maintenance of municipal water services infrastructure in South Africa.	Project Leadership, Management and Coordination Services												
2	Civil Engineer: Non-Revenue Water (NRW).	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 15 years’ post-registration experience in the planning, design (project preparation), financing, project management, and implementation of non-revenue water (NRW) reduction performance-based contracts (PBC) projects or non-revenue water (NRW) reduction projects, in South Africa or internationally.	Civil Engineering Services: (Non-Revenue Water (NRW))												

Clause number	Tender Data				
	3	Legal, Regulatory Compliance, and Construction Contracts Expert	x1	Registration as an Attorney by the Legal Practice Council of South Africa, or registration as a Professional Engineer in terms of the Engineering Professions Act, 2000, professional membership of the Association of Arbitrators Southern Africa or Arbitration Foundation of Southern Africa (AFSA), or Chartered Institute of Arbitrators. Must have at least 15 years' post-registration experience in legal, regulatory compliance, development (preparation) of FIDIC contracts, contract management, and construction dispute resolution, aspects of the delivery of municipal water services infrastructure and related services in South Africa or internationally.	Legal, Regulatory Compliance, and Construction Contracts Services
	4	Institutional / Organizational Development Expert	x1	Registration as a Chartered HR Professional or Master HR Professional by the South African Board for People Practices (SABPP). Must have at least 15 years' post-registration experience in the areas of assessment, analysis, functioning, development, and strengthening of water services authorities, or public sector organizations, or private sector organizations to improve their effectiveness, efficiency, and capacity.	Institutional / Organizational Development Services
	5	Municipal Finance / Infrastructure Investment Analysis Expert	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 15 years' post-registration experience within any of the following areas: Bankable Feasibility Studies, Project Finance, Infrastructure Investment Analysis, Financial Analysis and Financial Modelling.	Municipal Finance, Infrastructure Investment Analysis and Modelling Services
	6	Environmental Management and Development / Social Facilitation Expert	x1	Registration as an Environmental Assessment Practitioner (EAP) by the Environmental Assessment Practitioners Association of South Africa (EAPSA) in terms of Section 24H (Registration Authority Regulations, 2016) of the National Environmental Management Act (Act No. 107 of 1998) Must have at least 10 years post-registration experience in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, environmental control), and Development Facilitation / Social Facilitation on public / private sector infrastructure delivery programmes and projects in South Africa.	Environmental Management and Development / Social Facilitation Services
3.	The Tenderer, or lead Tenderer in an unincorporated Joint Venture, Consortium, or Association, 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 twice the proposed fee in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead Tenderer must meet this minimum requirement.				
4.	The Tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender the Tenderer's 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.				
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.				
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender and are summarized below.				

Clause number	Tender Data
	<ul style="list-style-type: none"> ▪ Location: Microsoft Teams ▪ Date: 11 June 2025 ▪ Starting Time: 10h00 AM <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance register.</p>
C.2.8	The closing time and date of this tender is 23H55 (Telkom time) on 11 July 2025
C.2.12	No alternative tender offers will be considered.
C.2.13.1	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.
C.2.13.3	<p>Electronic submission shall be submitted as TWO SEPARATE (ELECTRONIC) FOLDERS:</p> <p>FOLDER 1 - Pre-Qualifying and functionality proposal documents, and</p> <p>FOLDER 2 – Financial proposal only</p>
C.2.13.4	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.
C.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 AsakundwiSCM@dbsa.org – ONLY. 2. No Tender Submission Link requests will be accepted after 16h00 on the 11 July 2025. 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>
C.2.13.10	<p><i>(Add after clause C.2.13.9)</i></p> <p>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>
C.2.15	The closing time for receipt of tenders is 23H55 (Telkom time) on 11 July 2025 at the electronic Tender Box provided by DBSA SCM Unit.
C.2.16	The tender offer validity period is 90 Days .
C.2.18	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Tax Compliance 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) An original or certified Copy of the B-BBEE Certificate/ Affidavit.
C.3.4	Tender offers will not be opened in the presence of tenderers' agents.
C.3.5	Although a two-envelope system is applicable to this Tender, the Tender offers received by the Employer before the closing time will not be opened in the presence of tenderers' agents.

Clause number	Tender Data
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality (Functionality) and Preference modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.
C.3.11.1 (Contd.)	<p><u>Evaluation Stages</u></p> <p>The tenders will be evaluated in three stages, namely:</p> <p>Stage 1: Responsiveness</p> <p>Stage 2: Quality (Functionality)</p> <p>Stage 3: Financial Offer (Price) and Preference</p> <p>Stage 4: Risk Analysis</p> <p><u>Evaluation Criteria with maximum and minimum (threshold) scores</u></p> <ol style="list-style-type: none"> 1. Evaluation Criteria 1: Proposed Methodology and Approach: 10 points maximum, 7 points minimum. 2. Evaluation Criteria 2: Experience/ Track Record of the Tenderer: 40 points maximum, 28 points minimum. 3. Evaluation Criteria 3: Experience of the Tenderer's proposed key resources: 40 points maximum, 28 points minimum. 4. Evaluation Criteria 4: Lead Tenderer's Quality Management System: 10 points maximum, 7 points minimum. <p><u>Stage 1: Responsiveness</u></p> <p>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:</p> <ol style="list-style-type: none"> 5. Standard conditions of tender as required. 6. Returnable documents completed and signed. 7. Tax Complaint Pin issued by the South African Revenue Services. 8. Attendance registers for compulsory briefing session (Disqualifier). 9. Adherence to the two-envelope process (Disqualifier). 10. Valid letter of good standing (COIDA) (Disqualifier). 11. Proof of Registration with a recognised professional body/institution (Disqualifier). 12. Proof of Professional Indemnity Insurance to the value of not less than the submitted offer (Disqualifier). 13. Submission of National Treasury Central Supplier Database (CSD) Summary Report. <p><u>Stage 2: (Functionality)</u></p> <p>A summary of Evaluation Criteria for Functionality that are scored is presented in the Table below. The following criteria will be used to evaluate functionality:</p>

Clause number	Tender Data													
	Evaluation criteria	Minimum/ Threshold No. of points (See NOTE*** below Table)	Maximum possible number of points											
	Evaluation Criteria 1: Proposed Methodology and Approach.	14	20											
	Evaluation Criteria 2: Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.)	24.5	35											
	Evaluation Criteria 3: Experience of the Tenderer's Proposed Key Resources / Experts.	28	40											
	Evaluation Criteria 4: Lead Tenderer's Quality Management Policies.	3.5	5											
	Maximum possible score (Points)		100											
	Minimum threshold score (Total Points) for Tenderer's financial proposal and preference to be considered further	70												
	NOTE***: Minimum / Threshold number of Points is the minimum threshold for each Evaluation Criteria. A score of anything below the specified minimum (threshold) score for the specific Evaluation Criteria leads to disqualification of the proposal.													
Stage 3: Financial Offer (Price) and Specific Goals														
With reference to the PPPFA 2022, 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><tr><td>2.</td><td>Specific Goals</td><td>20</td></tr><tr><td>3.</td><td>Total</td><td>100</td></tr></table>			Evaluation Criteria		Points	1.	Price	80	2.	Specific Goals	20	3.	Total	100
Evaluation Criteria		Points												
1.	Price	80												
2.	Specific Goals	20												
3.	Total	100												
Stage 4: Risk Analysis														
<div>14. 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 the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.</div> <div>15. If having passed Responsiveness, the tenderer will again be checked in 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.</div> <div>16. Fully registered with the National Treasury Central Supplier Database.</div> <div>17. No misrepresentation in the tender information submitted.</div> <div>18. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.</div>														

Clause number	Tender Data										
	<p>19. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.</p> <p>20. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.</p> <p>21. 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>22. 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> <p>23. Convicted by a court of law for fraud and corruption</p> <p>24. 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>25. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP will not be eligible for award under this RFP. In addition, any bidder who has received a written notice of non-performance in the twelve-month period preceding the award of this RFP, may in the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.</p> <p>26. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.</p> <p>27. Any bidder that has a cumulative order book totalling 3 Awards with outstanding value, may be excluded from further evaluation.</p> <p>28. Where a bidder has 3 active Awards with an outstanding value and the outstanding value is 10% or less, indicating the project is nearing completion, the bidder may be included for further evaluation and/or recommendation for award.</p> <p>29. Where a bidder has 3 active Awards with an outstanding value and at least one of the projects has stalled for a period of 6 months or more, or the client has placed the project on hold indefinitely, the bidder may be included for further evaluation and/or recommendation for award.</p>										
C.3.11.1 (Contd.)	<p>1. Evaluation of Proposed Methodology and Approach: Max points = 20 points.</p> <table border="1"> <thead> <tr> <th data-bbox="244 1328 981 1384">PROMPT(S) FOR JUDGEMENT: PROPOSED METHODOLOGY AND APPROACH</th><th data-bbox="981 1328 1401 1384">RATING (SCORE) /POINTS</th></tr> </thead> <tbody> <tr> <td data-bbox="244 1384 981 1462">No response. Failed to address the question / issue</td><td data-bbox="981 1384 1401 1462">Disclaimer / No Score: 0 points Score = 0% of max no. of points for criterion</td></tr> <tr> <td data-bbox="244 1462 981 1664">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. Tenderer's proposed methodology and approach satisfactorily covered less than three out of the seven critical aspects of project methodology and approach.</td><td data-bbox="981 1462 1401 1664">Poor: 8 points (Score = 40% of max no. of points for criterion)</td></tr> <tr> <td data-bbox="244 1664 981 1865">The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic. Tenderer's methodology satisfactorily covered up to five of the seven critical aspects of project methodology and approach.</td><td data-bbox="981 1664 1401 1865">Satisfactory: 14 points (Score = 70% of max no. of points for criterion)</td></tr> <tr> <td data-bbox="244 1865 981 2002">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. is specifically tailored to the critical characteristics of the project. Tenderer's</td><td data-bbox="981 1865 1401 2002">Good: 18 points (Score = 90% of max no. of points for criterion)</td></tr> </tbody> </table>	PROMPT(S) FOR JUDGEMENT: PROPOSED METHODOLOGY AND APPROACH	RATING (SCORE) /POINTS	No response. Failed to address the question / issue	Disclaimer / No Score: 0 points Score = 0% of max no. of points for criterion	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. Tenderer's proposed methodology and approach satisfactorily covered less than three out of the seven critical aspects of project methodology and approach.	Poor: 8 points (Score = 40% of max no. of points for criterion)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic. Tenderer's methodology satisfactorily covered up to five of the seven critical aspects of project methodology and approach.	Satisfactory: 14 points (Score = 70% of max no. of points for criterion)	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. is specifically tailored to the critical characteristics of the project. Tenderer's	Good: 18 points (Score = 90% of max no. of points for criterion)
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Clause number	Tender Data	
	<p>methodology satisfactorily covered up to six of the seven critical aspects of project methodology and approach.</p> <p>Besides meeting the “good” rating, 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. Tenderer’s methodology satisfactorily covered all the seven critical aspects of project methodology and approach.</p>	<p>Very good: 20 points (Score =100% of max no. of points for criterion)</p>
	<p>2. Evaluation of Experience /Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.) in executing work of a similar nature: Max points = 35 points.</p>	
	<p>PROMPT(S) FOR JUDGEMENT: EXPERIENCE OF THE TENDERER</p>	<p>RATING (SCORE) /POINTS</p>
	<p>Tenderer has submitted no information or inadequate information to determine scoring level.</p>	<p>Disclaimer / No Score: 0 points. Score = 0% of max no. of points for criterion</p>
	<p>Tenderer has successfully provided professional services in the development of bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for performance-based contracts (PBC) in relation to non-revenue water (NRW) reduction projects in South Africa or internationally, with the projects having a combined value of less than R300 million in the past seven years.</p>	<p>Poor: 14 points. (Score = 40% of max no. of points for criterion)</p>
	<p>Tenderer has successfully provided professional services in the development of bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for performance-based contracts (PBC) in relation to non-revenue water (NRW) reduction projects in South Africa or internationally, with the projects having a combined value of between R300 million and R400 million in the past seven years.</p>	<p>Satisfactory: 24.5 points. (Score =70% of max no. of points for criterion)</p>
	<p>Tenderer has successfully provided professional services in the development of bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for performance-based contracts (PBC) in relation to non-revenue water (NRW) reduction projects in South Africa or internationally, with the projects having a combined value of above R400 million and up to R500 million in the past seven years.</p>	<p>Good: 31.5 points. (Score =90% of max no. of points for criterion)</p>
	<p>Tenderer has successfully provided professional services in the development of bankable feasibility studies, cost-benefit analysis (CBA), financial modelling, project preparation, and procurement documents for performance-based contracts (PBC) in relation to non-revenue water (NRW) reduction projects in South Africa or internationally, with the projects having a combined value of above R500 million in the past seven years.</p>	<p>Very good: 35 points. (Score =100% of max no. of points for criterion)</p>
	<p>3. Evaluation of Experience of the Tenderer’s Proposed Key Resources / Experts: Max points = 40 points.</p>	




Clause number	Tender Data		
	KEY RESOURCES / EXPERTS	MAXIMUM NO OF POINTS	PROMPT(S) FOR JUDGEMENT: EXPERIENCE OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS AND RATING SCORE /POINTS
	1. Project Manager and Team Leader	10	<p>Disclaimer: No information submitted: 0 points</p> <p>Poor: Less than 20 years post-registration experience: 4.0 points</p> <p>Satisfactory: 20 years or more, but less than 25 years post-registration experience: 7 points.</p> <p>Good: 25 years or more, but less than 30 years post-registration experience: 9 points.</p> <p>Very Good: 30 years or more post-registration experience: 10 points.</p>
	2. Civil Engineer (Non-Revenue Water)	10	<p>Disclaimer: No information submitted: 0 points</p> <p>Poor: Less than 15 years post-registration experience: 4.0 points</p> <p>Satisfactory: 15 years or more, but less than 20 years post-registration experience: 7 points.</p> <p>Good: 20 years or more, but less than 25 years post-registration experience: 9 points.</p> <p>Very Good: 25 years or more post-registration experience: 10 points.</p>
	3. Legal, Regulatory Compliance, and Construction Contracts Expert	5.0	<p>Disclaimer: No information submitted: 0 points</p> <p>Poor: Less than 15 years post-registration experience: 2 points</p> <p>Satisfactory: 15 years or more, but less than 20 years post-registration experience: 3.50 points.</p> <p>Good: 20 years or more, but less than 25 years post-registration experience: 4.50 points.</p> <p>Very Good: 25 years or more post-registration experience: 5 points.</p>
	4. Institutional / Organizational Development Expert	5.0	<p>Disclaimer: No information submitted: 0 points</p> <p>Poor: Less than 15 years post-registration experience: 2 points</p> <p>Satisfactory: 15 years or more, but less than 20 years post-registration experience: 3.5 points.</p> <p>Good: 20 years or more, but less than 25 years post-registration experience: 4.5 points.</p> <p>Very Good: 25 years or more post-registration experience: 5 points.</p>
	5. Municipal Finance / Infrastructure Investment Analysis Expert	7.5	<p>Disclaimer: No information submitted: 0 points</p> <p>Poor: Less than 15 years post-registration experience: 3 points</p> <p>Satisfactory: 15 years or more, but less than 20 years post-registration experience: 5.25 points.</p>

Clause number	Tender Data		
			Good: 20 years or more, but less than 25 years post-registration experience: 6.75 points. Very Good: 25 years or more post-registration experience: 7.5 points.
	6. Environmental Management and Development / Social Facilitation Expert	2.5	Disclaimer: No information submitted: 0 points Poor: Less than 15 years post-registration experience: 1.0 points Satisfactory: 15 years or more, but less than 20 years post-registration experience: 1.75 points. Good: 20 years or more, but less than 25 years post-registration experience: 2.25 points. Very Good: 25 years or more post-registration experience: 2.5 points.
Note: Where any of the Proposed Key Resources / Experts score less than a “Satisfactory” rating, the Tenderer will be disqualified and will NOT have its Financial and Preference proposals evaluated.			
4. Evaluation of the Lead Tenderer’s Quality Management System: Max points = 5 points.			
PROMPT(S) FOR JUDGEMENT: LEAD TENDERER’S QUALITY MANAGEMENT SYSTEM		RATING (SCORE) /POINTS	
Failed to provide information. Lead Tenderer is not SANS 9000 / ISO 9001 certified, and is not currently undergoing SANS 9000 / ISO 9001 certification processes with an accredited certification body.		Disclaimer / No Score: 0 points. Score = 0% of max no. of points for criterion	
Policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified but is currently undergoing SANS 9000 / ISO 9001 certification processes with an accredited certification body. Proof of the Lead Tenderer undergoing the certification process with an accredited certification body was submitted by the Tenderer.		Poor: 2 points. (Score = 40% of max no. of points for criterion)	
Policy is basic, workable, and is likely to result in quality work. Lead Tenderer has maintained SANS 9000 / ISO 9001 certification within the past five years. Proof of the Lead Tenderer’s SANS 9000 / ISO 9001 certification in the preceding five years was submitted.		Satisfactory: 3.5 points. (Score =70% of max no. of points for criterion)	
Policy is good and is likely to result in quality work. Lead Tenderer has maintained SANS 9000 / ISO 9001 certification within the past 10 years. Proof of the Lead Tenderer’s SANS 9000 / ISO 9001 certification in the past 10 years was submitted.		Good: 4.5 points. (Score =90% of max no. of points for criterion)	
Policy is very comprehensive and is most likely to result in quality work. Lead Tenderer has maintained SANS 9000 / ISO 9001 certification within the past 15 years. Proof of the Lead Tenderer’s SANS 9000 / ISO 9001 certification in the past 15 years was submitted.		Very good: 5 points. (Score =100% of max no. of points for criterion)	
C.3.13	Tender offers will only be accepted for evaluation if: a) the Tenderer submits Tax Compliant Status (TCS) PIN issued by the South African Revenue Services or submits a certified written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations. 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 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		

Clause number	Tender Data
	d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).
C.4	Additional Conditions of Tender None
C.4.1	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: <ul style="list-style-type: none"> a) If the two-envelope 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.
C.4.2	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: <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. Minutes of any such negotiations shall be kept for record purposes.

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	18

  
<p align="center">NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]</p>
<p align="center">PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY</p> <p align="center">Tender Number: RFP034/2025</p>
<p align="center">TENDER</p>

T2.1 List of Returnable Documents

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

- 1) Cover Pages to Returnable Documents.
- 2) Declaration of Attendance of Briefing Session – (Schedule T2.2.0).
- 3) Record of Addenda to tender documents - (Schedule T2.2.1).
- 4) Compulsory Enterprise Questionnaire with company registration documentation - (Schedule T2.2.2).
- 5) Copy of Joint Venture, Association or Consortium Agreement with company profiles - (Schedule T2.2.3)
- 6) Tax Compliance Status (TCS) PIN issued by the South African Revenue Services - (Schedule T2.2.4).
- 7) Proof of Lead Tenderer's Professional Indemnity Insurance cover - (Schedule T2.2.5).
- 8) Proposed Methodology and Approach: Details of the proposed methodology and approach that the Tenderer intends to follow with regard to the provision of all the services specified in this tender - (Schedule T2.2.6).
- 9) Tenderer's experience and track record in executing work of a similar nature - (Schedule T2.2.7).
- 10) Experience of the Tenderer's proposed Key Resources / Experts for various categories of services / disciplines required for the effective and efficient implementation of non-revenue water (NRW) reduction projects in municipalities in South Africa - (Schedule T2.2.8).
- 11) The Lead Tenderer's Quality Management policies - (Schedule T2.2.9)
- 12) C1.1: The offer portion of the C1.1 Offer and Acceptance**
- 13) C1.2 Contract Data (Part 2)**
- 14) Occupational Health and Safety Agreement**
- 15) C2.2 Pricing Schedules**



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER

COVER PAGE TO RETURNABLE SCHEDULES

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	11 July 2025; 23:55hrs TELKOM Time
PLACE OF SUBMISSION	Designated Electronic Tender submission box supplied by DBSA SCM Unit
CATEGORY OF SERVICE	PROFESSIONAL SERVICES (TRANSACTION ADVISOR)



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.0: DECLARATION OF ATTENDANCE OF BRIEFING SESSION

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

TENDER NUMBER	RFP034/2025		
TENDER DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY		
TENDER CLOSING DATE	11 July 2025	CLOSING TIME	23:55hrs

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the DBSA for us to supply 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.

Signed		Date	
Name		Position	
Tenderer's Name			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

ID	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages of this table if more space is required.

Signed		Date	
Name		Position	
Tenderer			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
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PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.2: 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:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: 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 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that 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;
- iii) 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;
- iv) 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
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise Name</i>			

NOTE: Please attach copies of the completed and signed SBD4, SBD6, SBD8, and SBD9 documents to this Schedule

SBD4 FORM: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2. Identity Number:.....

2.3. Position occupied in the Company (director, shareholder etc):.....

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number:

* "State" means –

- (a) any national or 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.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

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

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

Any other particulars:

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

SBD4 FORM: DECLARATION OF INTEREST (Contd.)

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

YES / NO

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

2.10.1 If so, furnish particulars.

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

YES / NO

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

2.11.1 If so, furnish particulars:

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

YES / NO

SBD4 FORM: DECLARATION OF INTEREST (Contd.)

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1 FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

RESTRICTED SUPPLIERS

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

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

SBD 6.2 FORM
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

- 4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES		NO	
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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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 Bidder



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER

**SCHEDULE T2.2.3: COPY OF JOINT VENTURE, ASSOCIATION OR CONSORTIUM
AGREEMENT WITH COMPANY PROFILES**

After signing the Certificate of Authority below, Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements to this schedule together with the concise company profiles of each of the constituent members of the Joint Venture, Consortium or Association. Where applicable, other agreements such as a sub-consultancy agreement between the parties are to be attached.

1. Certificate of Authority:

We, the undersigned, are submitting this tender offer in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms....., authorized signatory of the company, joint venture, consortium, association, close corporation or partnership, acting in the capacity of Lead Tenderer, 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.....

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

Note: Use More rows /Tables if necessary

2. Signature of Lead Tenderer (Authorized Representative):

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

Signed		Date	
Name		Position	
Lead Tenderer's Name			

NOTE: A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement clearly showing the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.4: TENDERER'S 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 Status 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 Status PINs of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

Signed		Date	
Name		Position	
Tenderer's Name			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

TENDER




**SCHEDULE T2.2.5: PROOF OF LEAD TENDERER'S PROFESSIONAL INDEMNITY
COVER**

The Tenderer is referred to clause C.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 (R' millions)

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

Signed		Date	
Name		Position	
Tenderer's Name			

  
NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]
PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY
Tender Number: RFP034/2025
TENDER

SCHEDULE T2.2.6: PROPOSED METHODOLOGY AND APPROACH

The proposed methodology and approach must be specifically tailored to address the specific project objectives and anticipated methods of work. It must be sufficiently flexible to respond to changes that may occur during execution. The quality plan and approach to managing risk must be tailored to suit the critical characteristics of undertaking a bankable feasibility study, cost-benefit analysis, financial modelling, project preparation, and the development of procurement documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in Polokwane Local Municipality. The approach paper must respond to the scope of services and adequately cover all programmed activities in chronological order.

The Tenderer must at a minimum, touch on the following:

1. **Project Scope and Objectives:** Explain the Tenderer's understanding of the project scope and objectives, the problem(s) the project aims to address, and the value-add that the Tenderer will provide in achieving the stated objectives of the project.
2. **Project Delivery Approach and Methodology:** This refers to a detailed narrative of the Tenderer's approach and methodology in respect of the management and execution of the project to achieve the specified deliverables of the scope of work. The Tenderer's approach and methodology must also outline an appropriate project management methodology, the justification thereof, and the specific tools and techniques that will be used.
3. **Client and Key Stakeholder Engagement and Communication:** An outline of how the Tenderer's team will engage with the client and with identified key stakeholders throughout the project, process for addressing client and key stakeholder concerns and managing expectations, and how the team will handle client and key stakeholder feedback and incorporate them into the project's development.
4. **Key Steps, Processes, Activities, and Tasks:** A breakdown of the Project into distinct practical phases, specific tasks and activities in each phase, critical milestones, the project schedule (project plan or programme), and how the Tenderer will track progress in the execution of the while on the ground in Polokwane LM.

5. **Resource Allocation and Management:** Identification of the required Tenderer's key experts and other personnel, their roles and responsibilities in each phase of the project, the team's communication channels and reporting lines, and the overall management of the team.
6. **Quality Assurance and Control:** A description of the quality assurance processes that will be used to ensure that the deliverables meet standards, how the team will track and manage quality issues, and how the team will document and maintain records of quality control activities.
7. **Risk Management:** Approach to managing risks that is tailored to the critical (unique) characteristics of this project.

The scoring of the Tenderer's proposed methodology and approach is as per the Tender Data to which reference should be made.

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 both true and correct.

Signed		Date	
Name		Position	
Tenderer's Name			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.7: EXPERIENCE / TRACK RECORD OF THE TENDERER IN EXECUTING WORK OF SIMILAR NATURE

Reference is made to clause C.2.1 (1) of the tender data. The experience and track record of the Tenderer is to be evaluated with regards to the undertaking of bankable feasibility studies, cost-benefit analysis, financial modelling, project preparation, and the development of procurement documents for performance-based contract (PBC) projects, for non-revenue water (NRW) reduction in South Africa or internationally, with the projects having a combined value of at least **R300 million** in the last seven years. For a Consortium, JV, or Association, the experience of each entity must be submitted with a copy of the company profiles of each entity.

The information shall be within the previous seven years and can include contracts that are ongoing at the closing date for submissions. The Lead Tenderer of the Tenderer's Consortium, JV, or Association must be clearly identified in the submission. Tenderers should very briefly describe the Tenderer's experience in this regard and attach this to this schedule. The description should be put in tabular form (as shown on the next page) with the indicated headings.

Letters of Reference from the Employers to whom the Tenderers provided non-revenue water reduction services must be attached to this page using the format (Reference Letter Template) in the below pages of this schedule. The Reference Letter document must be completed in full by the Referee (Employer) and included in the tender submission. A separate Reference Letter must be completed and submitted for each project required for consideration in the evaluation of the tender's experience and track record. Therefore, failure to adhere to this requirement will result in the tender submission not being considered for the full available points in this section.

The scoring of the Tenderer's experience and track record is as per the Tender Data to which reference should be made.

SCHEDULE T2.2.7 (Contd.): EXPERIENCE AND TRACK RECORD OF THE TENDERER IN EXECUTING WORK OF A SIMILAR NATURE

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST SEVEN (7) YEARS IN THE UNDERTAKING OF BANKABLE FEASIBILITY STUDIES, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND THE DEVELOPMENT OF PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN SOUTH AFRICA

Employer	Employer's Contact Person	Employer's Contact Tel. No.	Description of Project and location	Project Value inclusive of VAT (Rand)	Project Duration	
					Start Date	Completion Date (Actual or Expected)

** Note: Many copies of the above table as necessary can be used where necessary to accommodate the Description of the Project and Location that outlines the Tenderer's Experience across all the Tenderer's Team Entities. All company profiles of the Tenderer and of the Tenderer's Team Entities are to be attached after this table*

LETTER OF REFERENCE

[To be provided by each Employer cited in this schedule]

TO: WATER PARTNERSHIPS OFFICE (WPO)

C/o DEVELOPMENT BANK OF SOUTHERN AFRICA (DBSA)

1258 HEADWAY HILL, MIDRAND 1687

ATTENTION: TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....
successfully provided the services described below:

Description of services provided by the Tenderer in the undertaking of bankable feasibility studies, cost-benefit analysis, financial modelling, project preparation, and the development of procurement documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in South Africa:

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

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

Signed:		Date:	
Name:		Position:	
Employer's Name			
Contact details:	Tel:	Email:	

**STAMP OF EMPLOYER
PROVIDING THE
REFERENCE**



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

Tender Number: RFP034/2025

TENDER

SCHEDULE T2.2.8: EXPERIENCE OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

The tenderer is referred to clause C.2.1 of the Tender Data and shall insert in the spaces provided below details of the Key Resources / Experts 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) 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 total duration of post-registration activity in the relevant discipline in South Africa.

1. **Summary details of each proposed team member** are to be entered into the tables provided below.

2. **A CV of each of the proposed team members of not more than 5 pages** should be attached to this schedule after the summary details tables. 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 assignments / experience since professional registration that have a bearing on the scope of work
- g) **Specific details of bankable feasibility studies, cost-benefit analysis, financial modelling, project planning and preparation, and the development of procurement documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in South Africa since professional registration.**

SCHEDULE T2.2.8 (Contd.): EXPERIENCE OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

SUMMARY OF EXPERIENCE OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

KEY RESOURCE / EXPERT 1: PROJECT MANAGER & TEAM LEADER				
NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE IN NON- REVENUE WATER (NRW) REDUCTION
KEY RESOURCE / EXPERT 2: CIVIL ENGINEER (NON-REVENUE WATER)				
NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE
KEY RESOURCE / EXPERT 3: LEGAL, REGULATORY COMPLIANCE, AND CONSTRUCTION CONTRACTS EXPERT				
NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE
KEY RESOURCE / EXPERT 4: INSTITUTIONAL / ORGANIZATIONAL DEVELOPMENT EXPERT				

NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE
KEY RESOURCE / EXPERT 5: MUNICIPAL FINANCE / INFRASTRUCTURE INVESTMENT ANALYSIS EXPERT				
NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE
KEY RESOURCE / EXPERT 6: ENVIRONMENTAL MANAGEMENT AND DEVELOPMENT / SOCIAL FACILITATION EXPERT				
NAME	CURRENT JOB TITLE	CURRENT EMPLOYER	PROFESSIONAL REGISTRATION & REGISTRATION Nr	NO. OF YEARS POST- REGISTRATION EXPERIENCE

Note: A CV of each of the proposed team members of not more than 5 pages should be attached to this schedule after the above summary details tables

Where any of the above proposed key experts and other required personnel is/are provided by firms of professional services provider that are independent from the Tenderer, the following table is to be completed by the authorized representatives of the independent firms of professional services providers

We, the undersigned, hereby confirm our availability to provide professional services under the direction of the professionals listed hereunder:

NAME(S) OF KEY RESOURCE / EXPERT	NAME OF INDEPENDENT FIRM PROVIDING THE KEY RESOURCE / EXPERT	ADDRESS OF INDEPENDENT FIRM	DULY AUTHORIZED SIGNATORY OF INDEPENDENT FIRM
			Name:..... Signature:..... Designation:..... Date:.....
			Name:..... Signature:..... Designation:..... Date:.....
			Name:..... Signature:..... Designation:..... Date:.....
			Name:..... Signature:..... Designation:.....

NAME(S) OF KEY RESOURCE / EXPERT	NAME OF INDEPENDENT FIRM PROVIDING THE KEY RESOURCE / EXPERT	ADDRESS OF INDEPENDENT FIRM	DULY AUTHORIZED SIGNATORY OF INDEPENDENT FIRM
			Date:.....
			Name:..... Signature:..... Designation:..... Date:.....
			Name:..... Signature:..... Designation:..... Date:.....

The scoring (rating) of the experience of the Tenderer's proposed Key Resources / Experts are as outlined in the Tender Data.

CURRICULUM VITAE TEMPLATE

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	

6. Education

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

7. Post 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

10. POST-REGISTRATION EXPERIENCE IN BANKABLE FEASIBILITY STUDIES, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND DEVELOPMENT OF PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION

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:

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

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

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

Signed		Date	
Name		Position	
Tenderer's Name			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

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TENDER

SCHEDULE T2.2.9: LEAD TENDERER'S QUALITY MANAGEMENT POLICIES

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 services in a JV, Consortium or Association, should submit a copy of its quality management policy to this schedule.

Tenderers should attach to this schedule:

- A copy of the Tenderer's quality management policy; and
- Proof of certification achieved by the Lead Tenderer from an accredited certification body in relation to *SANS 9000 / ISO 9001, Quality Management Systems - Requirements, certification by an accredited certification body (if available)* over the past 15 years.

The scoring (rating) of the Lead Tenderer's Quality Management policies are as outlined in the Tender Data to which reference should be made.

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

Signed		Date	
Name		Position	
Tenderer's Name			



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
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**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

CONTRACT

COVER PAGE TO FINANCIAL PROPOSAL

FINANCIAL PROPOSAL

[TO BE PUT IN A SEPARATE ELECTRONIC ENVELOPE / FOLDER]

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	11 July 2025; 23:55hrs TELKOM Time
PLACE OF SUBMISSION	Designated Electronic Tender submission box supplied by DBSA SCM Unit
CATEGORY OF SERVICE	PROFESSIONAL SERVICES (TRANSACTION ADVISOR)

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance ..	65
C1.2	Contract Data	71
C1.3	Occupational Health and Safety Agreement	78



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CONTRACT

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: RFP034/2025: PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL 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



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
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Tender Number: RFP034/2025

CONTRACT

C1.1: FORM OF OFFER AND ACCEPTANCE – (Continued)

C1.1.2 Acceptance *(Only to be Completed at Acceptance Stage)*

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 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 align="center">NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]</p>
<p align="center">PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY</p> <p align="center">Tender Number: RFP034/2025</p>
<p align="center">CONTRACT</p>

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

(Not to be Completed. No Deviations will be accepted in this tender)

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....
5 Subject

Details

(Not to be Completed. No Deviations will be accepted in this tender)

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

(Not to be Completed. No Deviations will be accepted in this tender)

Name of witness

Signature of witness Date

		
NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]		
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Tender Number: RFP034/2025		
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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 undertaking of a **bankable feasibility study, cost-benefit analysis, financial modelling, project preparation, and the development of procurement documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in Polokwane Local Municipality.**

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

The period of performance **from the Start Date** of the Project is six (6) 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:**

The Start Date is the date when the Tenderer/Service Provider is introduced to the Municipality.

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: **Mr. Lebogang Seperepere: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....
Facsimile: (011)206 3609.....
E-mail: lebogangs2@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 for the performance of the Services will be the various municipal offices of Polokwane Local Municipality, the municipal areas, the Offices of the Tenderer, as well as the Offices of the DBSA.

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 as the Contract is a fixed-price Contract. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes, when granted, shall be without any increase in the Contract Price.

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data. These time-based fees are only applicable for additional Services requested and approved by the Employer, which are not part of the initial Services stipulated in the Scope of Work of this tender document.

Clause 3.12.1

Add the following:

The weekly 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 14 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.

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 based on payment.

Insert:

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

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

4.7.2 Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event that the Service Provider is unable to pay for services rendered by 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 twice the proposed fee** in respect of each claim without limit to the number of claims during the period of performance.
2. **Public Liability Insurance** with a limit of indemnity of not less than **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.**

Proof of Professional Indemnity Insurance shall be provided with this tender. Proof of Public Liability Insurance and insurance in terms of COID shall be provided within seven (7) days of the Letter of Appointment should the Service Provider be the successful Tenderer.

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. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

Clause 7.2:

Add the following:

The Service Provider is required to provide personnel to effectively address the scope of work in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule located in contract data Part C1.2.

The profiles of the Key Resources required to lead the execution of the project are as outlined in clause C.2.1 to which reference should be made.

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services on the date that the Service Provider is introduced at the municipality.

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 eight (8) weeks.

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 South African Association of Mediators.

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 Servicer 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.

C1.2: CONTRACT DATA [Continued]

Part 2: Data provided by the Service Provider

C1.5.1 The **Service Provider** is:

.....

Postal Address:

Physical Address:

.....

Telephone:

Facsimile:

C1.5.2 The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

C1.5.3 The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME OF KEY PERSON / KEY 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.		

C1.5.4 The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary)*:

[illegible]

SIGNED ON BEHALF OF TENDERER

DATE _____



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

**PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO
UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS,
FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP
PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC)
PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL
MUNICIPALITY**

Tender Number: RFP034/2025

CONTRACT

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: **RFP034/2025**

WRITTEN AGREEMENT BETWEEN

DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

.....
EMPLOYER

AND

.....
**The Service Provider (Transaction Advisor)
(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.

C1.3.1 Agreement

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 further 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
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 **Professional Service Providers**, 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 PSP consortium and/or PSP 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 PSP, 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.

C1.3.2 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.

C1.3.3 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.

C1.3.4 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.

C1.3.5 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.

C1.3.6 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.

C1.3.7 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.

C1.3.8 Cooperation

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information 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 always 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

C1.3.9 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.

C1.3.10 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.

C1.3.11 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 cover shall remain in force while any such employee is present on the premises.

C1.3.12 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.

C1.3.13 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.

C1.3.14 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.

C1.3.15 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 always observe the security rules of the Employer 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 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.

C1.3.16 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.

C1.3.17 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.

C1.3.18 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.

C1.3.19 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.

C1.3.20 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 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.

C1.3.21 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 always of sound order 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.

C1.3.22 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.

C1.3.23 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 always adhere to the speed limits and road signs on the premises.

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 always complied with.

C1.3.24 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.

C1.3.25 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.

C1.3.26 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 _____, in the presence of the undersigned witness:

Signature _____

Date _____

Witness Name _____

Signature _____

Signed on behalf of (The Service Provider (Transaction Advisor))

THUS, AGREED TO AND SIGNED AT _____ on this the _____ day

of _____, in the presence of the undersigned witness:

Signature _____

Date _____

Witness Name _____

Signature _____

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

Part C2: Pricing Data

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**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

Tender Number: RFP034/2025

CONTRACT

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 considered 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: The fee scales shall be calculated as per the Government Gazette Vol. 606 December 2015, No. 39480 reduced by any applicable discounts.

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 and may where required be expressed as a percentage of the estimated construction contract value or part thereof.




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 fee, 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, 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. should be based on a vehicle with a maximum of 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 Standard 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. For the time-based fees of key professionals in schedule C2.2.1, Tenderers are to attach a breakdown of the total proposed fee per deliverable to that 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):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
17. **Combination and fixing of travelling, accommodation, printing, binding, and copying 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 C1.5), 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 (schedules) 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.

 <p>WPO WATER PARTNERSHIPS OFFICE a partnership between DWS, DBSA and SALGA</p>	 <p>Polokwane NATURALLY PROGRESSIVE</p>	 <p>DBSA DEVELOPMENT BANK OF SOUTHERN AFRICA Building Africa's Prosperity</p>
<p align="center">NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]</p>		
<p align="center">PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY</p>		
<p align="center">Tender Number: RFP034/2025</p>		
<p align="center">CONTRACT</p>		

SCHEDULE C2.2: 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	1			
2	Civil Engineer: Non-Revenue Water (NRW)	1			
3	Legal, Regulatory Compliance, and Construction Contracts Expert	1			
4	Institutional / Organizational Development Expert	1			
5	Municipal Finance / Infrastructure Investment Analysis Expert	1			
6	Environmental Management and Development / Social Facilitation Expert	1			
TOTAL		6			

SCHEDULE C2.3: PRICING DATA / PRICE SCHEDULES: UNDERTAKING OF A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

The detailed description of the scope of work or key deliverable are outlined in section section C3.1 of this tender document. The maximum duration for the completion of all Key Deliverables in the Scope of Work is **Six (6) months from the Start Date.**

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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	PROJECT IMPLEMENTATION PLAN (PIP) AND DEVELOPMENT FACILITATION / SOCIAL FACILITATION PLAN	<ul style="list-style-type: none"> Approved PIP including Development Facilitation / Social Facilitation Plan 			
2	STAKEHOLDER ENGAGEMENT, ESTABLISHMENT OF THE PROJECT STEERING COMMITTEE (PSC), PROJECT INCEPTION REPORT (PIR)	<ul style="list-style-type: none"> Approved Terms of Reference of the PSC. Approved Meeting Schedule of the PSC. Approved Project Inception Report (PIR). 			
3	IMPLEMENTATION OF DEVELOPMENT FACILITATION / SOCIAL FACILITATION THROUGHOUT THE PROJECT DURATION	Approved monthly report on Development Facilitation / Social Facilitation.			
4	EXISTING SITUATION ASSESSMENT AND VALIDATION OF RING-FENCED DMA AND PROJECT AREAS	Approved Report.			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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)
5	PROVISIONAL SUM: FOR THE INSTALLATION OF EQUIPMENT (WHERE REQUIRED), AND FOR UPDATING OF CRITICAL TECHNICAL AND FINANCIAL INFORMATION OF THE WATER INFRASTRUCTURE IN THE PROJECT AREAS	<ul style="list-style-type: none"> Updated water system characteristics of the project areas. Updated Asset Register of the water infrastructure in the Project Areas. Updated financial information on the water services business in the Project Areas. 	N/A	N/A	R500,000.00
6	INSTITUTIONAL CAPACITY ASSESSMENT	Approved Report.			
7	FINANCIAL ASSESSMENT AND EVALUATION	Approved Report.			
8	IDENTIFICATION AND EVALUATION OF NON-REVENUE WATER (NRW) REDUCTION INTERVENTIONS	Approved Report			
9	DETERMINATION OF ANTICIPATED RESULTS TO BE OBTAINED FROM PROPOSED NRW INTERVENTIONS IN THE DMA AND PROJECT AREAS	Approved Report			
10	FINANCIAL AND ECONOMIC ASSESSMENT AND ANALYSIS OF	Approved Report			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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)
	EACH PROPOSED NRW REDUCTION INTERVENTION IN THE PROJECT AREAS AS A WHOLE				
11	COMPILATION OF FUNCTIONAL SPECIFICATION FOR MONITORING AND VERIFICATION OF NRW REDUCTION RESULTS	Approved Report			
12	COMPILATION OF OPERATIONS SPECIFICATION	Approved Report			
13	ENVIRONMENTAL AND SOCIAL REQUIREMENTS	Approved Report			
14	LOCAL ECONOMIC DEVELOPMENT	Approved Report			
15	CONTRACTUAL DELIVERY MECHANISMS	Approved Report			
16	PROJECT PREPARATION OF IDENTIFIED PERFORMANCE-BASED NRW REDUCTION PROJECTS	Approved Report			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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)
17	PREPARATION OF PROCUREMENT AND CONTRACT DOCUMENTATION FOR VIABLE PBC NRW REDUCTION PROJECTS FOR PRIVATE SECTOR PARTICIPATION (Template is available from the WPO and can be used as a base to work from)	Approved Report			
18	SUPPORT TO THE MUNICIPALITY IN RESPECT OF COMPLYING WITH NATIONAL REPORTING REQUIREMENTS FOR NON-REVENUE WATER (NRW) FOR DEPARTMENT OF WATER AND SANITATION (DWS) AND NATIONAL TREASURY (NT).	<ul style="list-style-type: none"> Confirmed establishment or improvement of the reporting system. Confirmed establishment or improvement of data sources for NRW in the Project Areas (DMA). Water Balance of the DMA at the relevant time period (quarters) during the project duration. Completion of required NRW-related reports e.g., Blue Drop, and No Drop Assessments as per NT's MFMA Circular 88. 			
19	SUBMISSION OF THE PROJECT DELIVERABLES AND SUPPORT FOR THEIR ADOPTION BY THE CITY'S / METRO'S EXECUTIVE COMMITTEE AND CITY'S/METRO'S COUNCIL	<ul style="list-style-type: none"> Approved Report. Extract of Council Resolution of the Municipality's adoption of the Project Outputs. 			

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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)
20	PROJECT CLOSEOUT REPORT	Approved Project Closeout Report as per the format or guidelines provided by the DBSA/WPO			
21	Provisional Sum: Experiential Training (Internship) for six months of Two local Civil Engineering Graduates identified by the WPO, The NBF/SWPN, or by the Polokwane Local Municipality,	Approved Monthly Report	N/A	N/A	R360,000
22	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR THE UNDERTAKING OF A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.5				

NOTE: Tenderers are to attach a breakdown of the total proposed fee per deliverable to that 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.

SCHEDULE C2.4: PRICING DATA / PRICE SCHEDULES: UNDERTAKING OF A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

ID	SCOPE OF WORK / KEY DELIVERABLE(S)	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	DESIGN OF ADVANCED METERING INFRASTRUCTURE (AMI)	<ul style="list-style-type: none"> Approved Conceptual and Detail Design Reports Approved Design of Advanced Metering Infrastructure 			
2	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR THE DESIGN OF ADVANCED METERING INFRASTRUCTURE (AMI) CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.5	<ul style="list-style-type: none"> Approved Design of Advanced Metering Infrastructure. 			

NOTE: Tenderers are to attach a breakdown of the total proposed fee per deliverable to that 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.



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

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C2.5 PRICING DATA / PRICE SCHEDULES: OVERALL COST SUMMARY: PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY.

SCHEDULE C2.5: OVERALL COST SUMMARY

SCHEDULE No.	SUMMARIZED DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (Rand)
C2.3	Scope of Work as described in section C3.1 and summarized in the Pricing Schedule C2.3	
C2.4	Proposed fees and operational costs for the Design of Advanced Metering Infrastructure (AMI).	
Sub-Total of Pricing for Proposed Fees and Operational Costs for the Project (Excl. VAT)		
VAT @ 15% or the VAT rate that is applicable at the time of the tender closure		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE PROJECT (Incl. VAT)		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for ***RFP034/2025: PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY.***

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

Part C3: Scope of Work

	Pages
C3.1 Scope of Work	100



**NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP)
[NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]**

PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY

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C3.1: SCOPE OF WORK

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPAL BACKGROUND**
- C3.1.3 PROJECT GOALS AND OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT PROGRESS REPORTS AND SUBMISSION OF COMPLETED DELIVERABLES AT END OF PROJECT**
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND RISK MITIGATIONS**
- C3.1.7 REPORTING LINES**
- C3.1.8 PROJECT STEERING COMMITTEE (PSC)**
- C3.1.9 CONTACT PERSON**

C3.1.1 INTRODUCTION

South Africa is considered a semi-arid, water-scarce country. The average rainfall is generally acknowledged to be about 464 millimetres (mm), which is about 40% less than the global average of 786 mm. The water sector is experiencing significant levels of non-revenue water (NRW). The latest No Drop Report issued by the Department of Water and Sanitation (DWS) indicate that on average, NRW has increased from 37% in 2012 to 46.4% today. The potable water is lost through leaks, wastage, illegal connections and various other causes. The average per capita water use per day in South Africa is estimated at 173 litres which is 68% more than the world average water usage of 103 litres. Moreover, climate change is impacting negatively on the overall reliability, sustainability and resource-security of water service delivery. Due to climate change, the country is experiencing an estimated 10% downward trend in storage levels compared to previous years which is indicative of a hydrological and meteorological drought.

The South African water sector is also characterized by the following dynamics:

- a) Growing water supply infrastructure needs: The country is experiencing rapid urbanization leading to densification and the need for the expansion of investment in water supply infrastructure to fulfil the increasing water demand.

- b) Lack of municipal capacity for medium to long-term planning, project preparation, project implementation, operations, maintenance and infrastructure asset management.
- c) Aged and ageing municipal infrastructure – most of which are more than 40 years and have exceeded their design lifespans.
- d) Poor revenue collection, weak credit profiles, declining internally generated revenues, and indebtedness to Water Boards.
- e) Failures in governance, management and financial viability: The latest report from the Auditor General paint a general picture of an increase in the number of dysfunctional municipalities which being placed under some type of intervention, or being assessed as financially distressed.

Given the background described above, the implementation of non-revenue water (NRW) reduction initiatives as part of Water Conservation and Water Demand Management (“WCWDM”) in municipalities (Water Services Authorities) plays an important role in ensuring efficient utilization of the available water resources. Additionally, the National Development Plan (“NDP”) advocates for efficient water resource utilization and reduction of water losses. This will ensure water business financial viability, environmental sustainability, community social equity and economic development.

C3.1.2 MUNICIPAL BACKGROUND

1) Municipal Geospatial and Demographic Overview

The Polokwane Local Municipality (PLM) is a Category B municipality located within the Capricorn District in the Limpopo Province. It is a city with more than a century of phenomenal growth and prosperity. Polokwane Municipality accounts for 3% of the total surface area of Limpopo, however, over 10% of the population of Limpopo resides within its boundaries. The municipality serves as the economic hub of Limpopo, and has the highest population density in the Capricorn District. It shares its name with the city of Polokwane (previously Pietersburg). In February 2002, the city was renamed Polokwane – a northern Sesotho word that means ‘place of safety’. It is the main city or town. At the centre of the area is the Polokwane economic hub, which comprises the central business district, industrial area, and a range of social services and well-established formal urban areas servicing the more affluent residents of Polokwane. Situated on the outskirts in several clusters are less formal settlement areas, which are experiencing enormous influx from rural urban migration trends.

Agriculture, mining, manufacturing, electricity, construction, trade, transport, finance, and community services constitute the main economic sectors. Per *StatsSA 2022* data, the PLM has a population of 843,459 and 249,443 households in its area. This represents an average annual population growth rate of 1.42% from the 2016 population figure of 797,127.

2) Municipal Water Use Efficiency Overview

PLM is a water services authority (WSA) and has powers and functions for the provision of water supply and sanitation services. PLM has a dry climate characterized by summer rainfall and a distinctly dry winter. Average annual rainfall is 495 mm, with December or January being the wettest months and July the driest. The Polokwane town water supply area forms part of the Olifants-Sand regional water supply scheme. The water balances for each of the catchments in the Limpopo Water Management Area are currently either in balance or in deficit, with various intervention options identified that need to be implemented to ensure water security in the area. The water requirements in the area are therefore very important to sustain the economy of the area and the well-being of its people. The Municipality’s 2021/2022 WC&WDM Strategy and Business Plan, which was an update to the 2018/2029 WC&WDM Strategy, was sponsored by the Strategic Water Partners Network (SWPN), the South African Breweries (Pty) Ltd, and Anglo-American PLC. The 2021/2022 WC&WDM Strategy and Business Plan identified the progress made since 2018/2019 as well as the challenges and opportunities to reduce non-revenue water (NRW) in the Municipality, a few of which are summarized below:

- a) **Improvements in key performance areas between 2018 and 2022:** The Municipality achieved improvements in key performance indicators such as system input volume (SIV), Billed

Consumption, NRW, and consumption in litres *per capita per day* (l/c/d) despite an increase in the number of consumers.

- b) **Significant levels of water losses, non-revenue water (NRW), and inefficient water use:** Despite progress made since 2018, the Municipality still has significant levels of water losses, NRW, and average consumption. In 2021 / 2022, the NRW of the Municipality was calculated at 55.2% (23,527 Megalitres/annum), which was an improvement over the 2018/2019 figure of 68.5% (26,790 Megalitres/annum). The NRW level in Polokwane town itself was calculated as 2021/2022 at 38.6% (6,620 Megalitres/annum) which was a drastic improvement over the 2018/2019 figure of 65.4% (15,250 megalitres/annum). Despite progress made, the Municipality's NRW level is above the National NRW average of 47%. In its 2021/2022 audited financial statements, water distribution losses was stated as being in the amount of **R87 million**.
- c) **Inadequate metering, reading and billing with consequent under-recovery of revenue:** Top consumer audits and monitoring indicate that the Municipality is under-recovering water revenues by as much as 50% as a result of inadequate bulk and consumer metering, meter reading, and billing. There is significant scope to improve metering, meter reading, and billing of water use in the Municipality.

3) Municipal No-Drop Report

The 2023 No-Drop Report of the Department of Water and Sanitation (DWS) presented *inter alia* the following regulatory impressions about the Municipality's understanding of its water use situation and its WC&WDM Strategy:

- a) The Municipality achieved an overall No-Drop score of 69% which is an indication of average performance.
- b) Although Polokwane LM has demonstrated some understanding of its water use situation and WC/WDM strategy, there is ample room for improvement.
- c) The IWA water balance (Reg 509 of 2001 Clause 10 of the Water Supply Regulations) included all the required components and covered the supply area. The integrity of the water balance was considered to be high.
- d) There are staff at the WSA responsible for water loss management, but there were shortcomings in the team and/or the related documentation (Clause 66 (Staff matters) of the Municipal Systems Act).
- e) Leak repairs were proven (Reg 509 of 2001 Clause 12), but an insufficient number of repairs were completed in the 48-hour response time.

It is in the above context that the Municipality approached the Water Partnerships Office (WPO) in the DBSA for support with the Bankable Feasibility Study, Project Preparation, Cost-Benefit Analysis (CBA) and Financial Modelling of NRW Reduction projects which are to be implemented by the Municipality using performance-based contracts (PBC).

C3.1.3 PROJECT GOALS AND OBJECTIVES

1) Project Goals

The goals of the Project are to:

- a) Reduce the level of non-revenue water (NRW) in the Project Area (DMA) and in PLM.
- b) Conserve the scarce resource (water) in the PLM area.
- c) Improve the revenues of PLM and its financial viability.
- d) Strengthen the water security of PLM.
- e) Enhance the sustainability and reliability of water supply service in PLM.
- f) Leverage funding and expertise from private sector for effective reduction in NRW through PBCs.

A Project Area in the context of this bankable feasibility study refers to the geographical scope or physical boundaries of the feasibility study and the later NRW Contract and is an area of Demand (may comprise one or more Demand Management Areas) supplied from a bulk supply (pipeline or reservoir), such that the total demand of the Project Area (comprising one or more DMA) can be isolated and measured separately from other areas of demand. In other words, a baseline water demand for the

Project Area can be established and the contractor's performance in terms of a reduction in demand can be measured and verified.

2) Project Objectives

The objectives of the Project are to:

- a) Procure, appoint and contract a Transaction Advisor to undertake a Bankable Feasibility Study (including Cost-Benefit Analysis and Financial Modelling), Project Preparation, and to develop procurement documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in Polokwane LM.
- b) Confirm the selection and suitability of the District Metered Areas (DMA) and the relevant Project Areas for a NRW PBC contract. *The "DMA" is defined as a water supply area that is hydraulically isolated in terms of water inflows and outflows, enabling the estimation of water loss within the DMA. DMAs are usually smaller sub-systems within larger operating zones. The "Project Area" is defined as the aggregation of identified DMAs in Polokwane LM that constitute the focus of this Project.*
- c) Identify NRW Reduction interventions within the Project Area pursuant to establishing the baseline water balance thereof. Over and above typical NRW reduction interventions that are traditionally deployed, this also includes the development of a strategy and plan for a scalable Advanced Metering Infrastructure (AMI) for the Project Area and upon approval thereof by the Project Steering Committee, undertake a conceptual design of Advanced Metering Infrastructure for the Project Area in such a way that it can be used to verify the discreteness of the DMAs and the reduction of non-revenue water, and to ensure that the AMI will also be scalable to other project areas and eventually across the whole municipality.
- d) Develop the timeline and phasing of the NRW Reduction interventions.
- e) Estimate the water loss reduction to be achieved by each NRW Reduction intervention in the Project Area.
- f) Provide a substantiated economic and financial benefit analysis of the NRW Reduction interventions based on estimates of the cost to implement, the financial savings and revenue enhancement benefit of each intervention.
- g) Address the Environmental and Social impacts the NRW Reduction interventions and mitigation measurements.
- h) Address the operations and maintenance requirements of the proposed NRW Reduction interventions.
- i) Prepare and design identified projects that are suitable for Performance-Based Contracts (PBCs) and develop procurement (tender and contract) documents for packaged projects that are suitable for PBC.
- j) Facilitate the procurement of a PBC Contractor to implement identified NRW Reduction interventions in the DMAs over the set period identified in the Bankable Feasibility Study.
- k) Provide advisory support (technical and financial) to the Municipality on identified NRW reduction interventions in the Project Areas throughout the project preparation phase.
- l) Structure the identified interventions or projects that are amenable to be financed and implemented on a Performance Based Contracting (PBC) basis, or on another risk sharing and where appropriate, private sector funded basis. As part of the structuring, the TA should clearly indicate the terms of such funding and whether the borrower is the Private Sector Contractor or the Municipality and how such funding could be secured or guaranteed.
- m) Provide a reference document for loan agreements with specific reference to:
 - Overall performance targets to be achieved.
 - Specific targets to be achieved as a condition precedent for draw-down of funding for subsequent projects.
 - On-going monitoring and verification of the benefits of the interventions in the Project Area over the term of the loan, and beyond.

C3.1.4 SCOPE OF WORK

1) Project Implementation Plan (PIP), Stakeholder Engagement, and Establishment of Local NRW Reduction Project Steering Committee

1.1 Project Implementation Plan

The TA is to develop and submit a Project Implementation Plan (PIP) in respect of the Project activities including *inter alia* Data and information verification and enhancement, for the development of a Bankable Feasibility Study (BFS), Cost-Benefit Analysis, Financial Modelling, Project Preparation, and development of Procurement Documents for performance-based contract (PBC) projects for non-revenue water (NRW) reduction in the Municipality for approval by the Water Partnerships Office (WPO), in alignment with the basic guidelines on the PIP to be provided by the WPO.

Within two weeks after the appointment, the successful TA is required to provide a Project Implementation Plan (PIP) for the duration of the project. The Implementation Plan among others will include the activities that are listed hereunder in the scope of work including brief description and individual duration that shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the PIP. Furthermore, the TA is required to provide the progress and final payments schedule that will be aligned to the implementation plan deliverables / milestones.

1.2 Development Facilitation / Social Facilitation Plan

The Project Implementation Plan (PIP) must include a detailed plan for intensive Development Facilitation / Social Facilitation throughout the duration of the Project which is informed by the necessary analysis of the specific local community stakeholders (as opposed to public sector institutional stakeholders cited below) that are affected by the project.

1.3 Stakeholder Engagement and Establishment of a Project Steering Committee (PSC)

While executing the Project activities, the appointed Transaction Advisor (TA) is expected to liaise closely with the City's / Metro's Technical, Financial, IDP, and Community Services teams and with other relevant municipal, provincial, and national key stakeholders always. The TA is expected to engage with relevant key City / Metro stakeholders such as the City / Metro's Accounting Officer (Municipal Manager), Technical Directors, PMU Managers, Executive Managers (Water Services Authority), Chief Financial Officers (CFO), the Department of Water and Sanitation (DWS), National Treasury (NT), Provincial Department of Cooperative Governance (COGTA / DCoG), etc. The objective is to obtain information required by the TA on the Project, to achieve sustained buy-in from the City / Metro's administrative leadership and key stakeholders for the Project, to obtain cooperation and assistance from key stakeholders such as the DWS, NT, Water Boards, COGTA, etc. and to leverage the support and assistance of key stakeholder to address and overcome bottlenecks that may arise during the implementation of the Project.

Stakeholder engagement by the appointed TA includes process planning for the activities of the Project. This entails the TA planning the implementation of the Project activities in consultation with the City / Metro, the WPO, and with relevant key stakeholders in terms of:

- a) Alignment with the City / Metro's portfolio of projects and related initiatives, community engagement processes, etc.
- b) Alignment with DWS Regional initiatives.
- c) Alignment with National Treasury's and COGTA's municipal financial turnaround initiatives.
- d) Integrating the Project with other initiatives that impact upon water resources and water use efficiency.
- e) Co-ordination and Facilitation of the development of the Project at City / Metro level.

The TA is tasked with ensuring that there is a clear understanding of the existing situation within the City / Metro in relation to the quality and quantity of information required for the execution of the Project activities.

- f) As an output of the stakeholder engagement process, the TA is required to submit a Project Inception Report (PIR) for approval by the WPO and the Project Steering Committee (PSC).

Through the stakeholder engagement process, the TA is expected to obtain written sign-off from the City / Metro of the following:

- Formalization by the City / Metro management of the process of implementing the Project.
- Confirmation of the designation (assignment) of the Project Officer (Project Champion) of the City / Metro for the Project. This includes the designation of the specific official(s) or municipal departments that will be the lead and points of contact in working with the TA.
- Reporting lines within the Municipalities on the execution of the Project.
- Facilitation of the establishment of a local NRW Project Steering Committee (NRWPSC) at City/Metro level and the terms of reference thereof after consultation with the WPO.
- Involvement of key stakeholder (e.g., DWS, NT, WPO, COGTA, Provincial Treasury, DWS, etc.) and their representation on the NRWPSC.
- Arrangements for the presentation of the outputs of the Project upon its completion to the City / Metro Executive Committee and Council for adoption through a Council Resolution.

The TA is to ensure that they fully engage the stakeholders to ensure that any information that will assist with the successful completion of the Project are made available. It is the duty of the TA to escalate any lack of co-operation to the Water Partnerships Office so that bottle necks are unblocked well in time.

2) Implementation of Development Facilitation / Social Facilitation throughout the project duration

Using the detailed plan for intensive Development / Community / Social Facilitation outlined in the PIP (section 1.1 above), the Transaction Advisor is expected to implement intensive Development / Community / Social Facilitation throughout the NRW Reduction Project life cycle. The purpose inter alia is to obtain sustained buy-in and involvement from the local community, pick up early warning of emerging challenges, address challenges, and maintain communication lines with the local communities within the DMAs on the Project.

3) Existing Situation Assessment and Validation of Ring-Fenced DMA and Project Areas

The TA is expected to undertake the project activities in selected ring-fenced pilot project areas (DMA) that have reasonable numbers and mix of residential, commercial, institutional and industrial connections (more than 20,000 registered connections) for the Project to be financially viable for PBCs in the following suburbs and locations within the Municipality:

- a) Penina Park.
- b) Southern Gateway and Nirvana.
- c) Bendor Ext. 108.
- d) Bendor Park.
- e) Capricorn.
- f) Polokwane Ext 61.
- g) Welgelegen, Moregloed, Annadale, Ivydale, Flora Park, Fauna Park.
- h) Ivy Park, Hospital Park, Ster Park, Dalmada, Broadlands, Woodlands, Westernburg, and Thornhill.
- i) Polokwane Industrial Sites: Ladine, Futura, Labona, Annadale, Magna Via, Polokwane Ext 17, Polokwane Ext 19.

Furthermore, as part of the existing situation assessment, the Transaction Advisor is expected to:

- j) Obtain, collate and assess all relevant existing documentation and information contained therein on the development and implementation of WC&WDM strategies in the Municipality. This would include documentation and information on the Municipality's Water Services Master Plan and its supporting information, all previous WC&WDM Strategies and related reports regarding initiatives to reduce water losses in the municipality in general and in the DMAs and Project Areas in particular.
- k) Obtain all relevant information, as-built drawings, asset registers, etc. of the water infrastructure network and associated pipelines, valves, bulk meters, etc. in the Municipality and particularly in the DMAs and Project Area.
- l) Conduct site visits and any required inspections of the water network to confirm and validate the existence of the DMA and Project Area.

- m) Confirm and validate the existence of key network installations in the DMA. The TA is expected to confirm and validate the existence, location, and functionality of all required and relevant bulk meters that enable flow measurements into and out of the DMA and Project Area to be made, and of all existing pressure reducing valves, etc., installed in the network.
- n) Ensure that all plumbing-related work and installations done on the municipal water infrastructure network as part of the Project are carried out under the oversight and approval of a certified plumber, and in full compliance with the requirements of the municipality.
- o) Establish the network and hydraulic modelling of the water supply infrastructure in the DMA.
- p) Conduct a general assessment of the water infrastructure network in the DMA and Project Area in order to establish the composition, age, quality, general condition, remaining useful life, and network modelling thereof using available information.
- q) Review and assess existing information, conduct site visits, and provide objective reports on:
 - i. The history, approach and results of implementation of WC&WDM strategies in the municipality and especially in the DMA and Project Area over the past five years.
 - ii. The historical water balance of the DMA in municipality over the past five years showing the historical NRW levels compiled by the Municipality using an approved methodology (e.g. IWA Water Balance).
 - iii. The existence, completeness and adequacy of the measurement and monitoring system or the management information system for monitoring the water balance in the municipality and in the DMA.
- r) Assess the completeness and adequacy of metering of water use in the DMA and Project Area vis-à-vis the various categories of users.
- s) Undertake a general assessment of the status, frequency, and effectiveness of meter readings for bulk and reticulation supplies in the ring-fenced pilot project areas in the Municipality.
- t) Identify and assess the existing roles and responsibilities and the effectiveness thereof, regarding meter installations, meter readings, billings, revenue collection, operations and maintenance of water services infrastructure, etc. in the ring-fenced pilot project areas.
- u) Assess the adequacy and currency of the byelaws, policies, tariff setting, asset management planning, and budgeting for operations and maintenance by the municipality in relation to the sustenance of water services provision and its associated infrastructure in the DMA and Project Area.
- v) Assess the adequacy, effectiveness and efficiency of the financial management systems of the municipality with regard to billings, historical payment levels, collections, cost recovery, implementation of credit control policies, ring-fencing of water accounts (if any), free basic water, credit control and debtor management, revenue enhancement, customer account management, etc. of all consumers within the DMA and Project Area.

The characteristics of a few of the above DMA and Project Area in the Municipality are attached herewith as **Annexure #1**.

3.1 Overview of Existing Water Supply

An analysis should be undertaken that includes:

3.1.1 Current Resources

- a) Provide full details of all current water resources utilised, including already planned potential resources, as well as historical raw water consumption figures (5 years) for supplying the Project Area.
- b) Consider any known or expected trends in resource yields (such as impact of silting, catchment degradation etc.) that will affect the Project Area.

3.1.2 Current Bulk Supply and Reticulation Infrastructure

- a) Provide a detailed overview of all bulk treatment and conveyance infrastructure that supplies the Project Area starting from command reservoir, reticulation and up to the end user. Map the main feeder pipe networks supplying the Project Area indicating the location of reservoirs, isolating valves, meters, pressure gauges as well as pipe layouts.
- b) Make an evaluation of the overall condition of the infrastructure/assets supplying the Project Area and determine when last the condition of the infrastructure/assets was most recently assessed using information on burst frequency, meter calibration and visual and other indirect and non-destructive testing.

3.2 Current Demand, Loss Estimation and Water Balance of the DMAs and Project Areas

3.2.2 Water Balance

- Undertake an IWA water balance for the Project Area as a whole as well as individual DMA(s) within the Project Area, in both quantities and percentages. In addition to the standard IWA water balance, determine the percentage of revenue/billed water that is collected and that is billed but not collected:
- If water balances are not possible for the Project Area and DMA(s) due to infrastructure constraints, then identify and specify what interventions are required and indicate these on the GIS map.

It is important that the TA establish a detailed baseline water balance for the Project Area on which performance-based, or risk shared payments will be based. The detailed baseline water balance will be utilized by the TA to make estimates of the water savings due to each intervention and thereby estimate the overall impact that those savings will have on the water balance at the end of the implementation phase of the proposed interventions.

System Input Volume	Authorised Consumption	Billed Authorised Consumption	Billed Metered Consumption	Free Basic
		Unbilled Authorised Consumption	Billed Unmetered Consumption	Recovered Revenue
			Unbilled Metered Consumption	Non-Recovered
	Water Losses	Apparent Losses	Unbilled Unmetered Consumption	Non Revenue Water
			Unauthorised Consumption	
		Real Losses	Customer Meter Inaccuracies	
			Leakage on Transmission and Distribution Mains	
			Leakage and Overflows at Storage Tanks	
			Leakage on Service Connections up to point of Customer Meter	

Figure 1: IWA Water Balance

3.2.3 Zero-Based Estimate of Current Domestic Demand (Water Efficiency)

- Using theoretical consumption figures and suitable population density functions make a zero-based estimate for domestic consumers in the DMAs and Project Area and compare this to the actual domestic billed and estimated non-billed consumption.
- Propose a project in the DMA and Project Area to reduce consumption through meters and other consumer connections and upgrades.

3.2.4 Estimate of Water Loss Reduction and Financial Benefits

- Compare the water balance results for the Project Area with real losses and commercial losses expected in a well-maintained system and considering actual domestic consumption against theoretical domestic consumption, determine the potential for reduction in non-revenue water.
- Express the reduction in the real losses in water as a financial saving in the purchase of raw water, and in the cost of treatment and the conveyance of water.
- Determine the increase in revenue that could be achieved if commercial losses were reduced.
- Determine the increase in revenue that could be achieved through cost reflective tariffs and efficient billing and cost recovery.

3.2.5 Identify Future Demand that may Impact on the Baseline Water Balance due to Spatial Development

- Taking cognisance of the municipal Strategic Development Framework, Water Master Plan and any other municipal spatial planning, identify likely near term (next 5 years) spatial development scenarios in terms of new domestic, commercial, and industrial demand for the Project Area.

4) Institutional Capacity Assessment

4.1 Capacity for Financial Management, Cost Recovery and Customer Service

- a) Conduct a detailed assessment of the institutional capacity of the Municipality and, in particular, of the municipal Water and Sanitation Unit, in terms of:
- b) Financial management and cost recovery.
- c) Administration and compliance.
- d) Customer service.

4.2 Operations and Maintenance

- a) Conduct a detailed assessment of the institutional capacity of the Municipality in terms of operations and maintenance in the Project Area including the existence and the quality of Standard Operation Procedures (SOP), and materials and installations quality standards.

4.3 Infrastructure Development and Refurbishment

- a) Conduct a detailed assessment of the institutional capacity of the Municipality to refurbish infrastructure and develop new infrastructure in the Project Area including the status of asset inventory and asset management plans for the Project Area.

4.4 Ability to Conduct an NRW Project of this Nature.

- a) Assess what progress the Municipality has made with NRW Reduction planning in the previous 5 years.
- b) Assess what progress the Municipality has made with NRW Reduction Interventions in the previous 5 years.
- c) Assess whether the Municipality has the procurement and project management capability to manage an NRW Reduction project of the type proposed.

5. Financial Assessment and Evaluation

5.1 Assessment of Municipality's Finances

The TA is expected to include an analysis of the municipality's finances from the latest audited financial statements, CAPEX, OPEX, water income, water and water infrastructure expenditure, etc, also water income and expenditure at the DMA level

5.2 Policies (e.g. credit control, etc.), Procedures, By-Laws, Revenue Budgets & Tariffs.

- a) Existence of updated and reviewed documents.
- b) Alignment of the above to the City's / Metro's current operations.
- c) Compliance of the City / Metro with the above.

5.3 Tariffs, Cost Recovery and Ability to Fund Proposed NRW Interventions

- a) Using the existing municipal sectoral budgets calculate the current cost of delivery of water.
- b) Conduct a detailed assessment of the billing and management information systems of the Municipality including an assessment of the consumer data base and a review of available payment mechanisms.
- c) Provide a detailed review of current tariffs and tariff structures, including any tariffs linked specifically to the bulk supply systems and water resources supplying the Project Area-including the adequacy of current tariffs relative to the cost of providing water services, and make recommendations on tariff improvements.
- d) In the light of these assessments, analyse the ability of the Municipality to achieve and maintain the cost recovery levels reflected in the financial analyses-that will be undertaken by the TA during this Feasibility Study of the proposed NRW interventions and recommend any remedial actions that are required to address any shortcomings.
- e) Determine the availability of municipal funds, and the sources of those funds, to fund the proposed NRW reduction interventions in the Project Area.

5.4 Operations and Maintenance

- a) Assess the theoretical operations cost according to benchmarks.
- b) Assess the theoretical maintenance cost required for long-term sustainability.
- c) Assess what was spent, on average over the past 5 years, and what is being budgeted for this year on operations and maintenance.

- d) In the light of these assessments, analyse the ability of the Municipality to achieve and maintain the cash flow savings levels reflected in the financial analyses of the proposed NRW interventions and recommend any remedial activities that should be included in the Project to address any shortcomings.

5.5 Cost of Infrastructure Development and Refurbishment

- a) Assess the theoretical cost required for the municipality to develop infrastructure.
- b) Assess the theoretical cost required for the municipality to refurbish its infrastructure.
- c) Assess what was spent, on average over the past 5 years, and what is being budgeted for this year.

5.6 Customer Data Quality and Consumer Management.

- a) Reconciliation of consumers (residential, commercial, institutional, industrial, etc. consumers) in the valuation roll to Deeds Office and Surveyor General listings.
- b) Completeness of customer information on billing system.

5.7 Indigent Management.

- a) Community awareness, or lack thereof.
- b) Formal indigent applications and verification thereof.
- c) Indigent Register, its currency and completeness.
- d) Billing of indigents.
- e) Restrictions of services to indigents.
- f) Accurate offsetting of indigents against equitable share.

5.8 Billing and Revenue Collection.

- a) Accuracy of billing.
- b) Billed Revenue versus collection revenue.
- c) Returned mail.
- d) Return to Drawer Cheque register.
- e) Unallocated Receipts.
- f) Clearing of suspense accounts.
- g) Updating debtors' ledgers.

5.9 Debt Management.

- a) Monthly review of debtors age analysis.
- b) Percentage of debtors outstanding for more than 90 days.
- c) Review of credit control measures.
- d) Follow up being made by City / Metro on existing payment arrangements in place.
- e) Ward Councillors involvement.

6. Identification and Evaluation of NRW Reduction Interventions

Identify specific Technical, Financial, Institutional, and Social NRW reduction interventions/projects for the ring-fenced Project Area.

- a) Each NRW Intervention or project must cover all the DMAs in the Project Area and must be fully defined in terms of:
 - i. Current and projected spatial development.
 - ii. Proposed Capital Investments.
 - iii. Proposed operations improvements.
 - iv. Benchmarked annual maintenance expenditure.
 - v. Forecast reduction in losses.
 - vi. Savings in cash flow due to reduction of losses.
 - vii. Savings in cash flow due to reduction in "over consumption (difference between current and zero-based consumption).
 - viii. Marginal revenue cash flow profile due to enhanced recovery.
- b) Determine the financial and economic cost-benefit (C/B), NPV, payback period, comparative Unit Reference Value (cents per KL saved) as at the base date (base date is year that this feasibility study commenced)

- c) Rank the projects using various parameters including NPV/ROI/URV.
- d) Discounted Cash Flow (DCF) analysis of each project should take full account of all applicable risk variables previously quantified.)
- e) Phase the projects into a multi-year programme of interventions.
- f) Estimate the Economic Level of Leakage for the Project Area.
- g) Capital expenditure for the project interventions will be defined as per the table below.

7. Determination of Anticipated Results to be obtained from the proposed NRW Interventions in the Project Areas

With the estimate of the base line water balance and budgets as reference, determine the anticipated benefits to be obtained from the NRW reduction interventions:

- a) Anticipated technical outcome on recoverable losses, on NRW.
- b) The reduction in commercial losses.
- c) The reduction in consumption per capita of households.
- d) A reduction in energy consumption.
- e) Financial and economic outcomes as discussed below.
- f) Social and environmental benefits.

Table 1: Sample Capital Expenditure for Project Interventions (See Note **1)

Item	Comment
Reticulation refurbishment / installation	Refurbishment work on reticulation system to eliminate Real Losses, replacement of pipes and installation of new pipes to upgrade level-of-service
Secondary bulk pipeline refurbishment / installation	Refurbishment work on distribution lines to eliminate RRL, replacement of pipes and installation of new pipes to increase capacity for upgraded level-of-service or new developments
Meter testing refurbishment / installation (Reticulation)	<ul style="list-style-type: none"> ▪ Installation of new consumer meters to enhance cost recovery, leak detection and monitoring. ▪ Refurbishment/replacement of existing meters
Meter testing refurbishment / installation/ (Secondary Bulk)	<ul style="list-style-type: none"> ▪ Installation of new bulk meters to enhance leak detection and monitoring. ▪ Refurbishment/replacement of existing meters
Customer connections replacement programme	<ul style="list-style-type: none"> ▪ Replace faulty customer connections
Project Area specific AMI system	<p>Installation of AMI system in the management zone to enable monitoring and verification as well as enhanced leak detection, demand management and control.</p> <p>The AMI system should be scalable to the whole municipality.</p>
Key bulk meters (AMI installation)	Installation of AMI system on bulk and link lines supplying the Project Area to enable monitoring and verification as well as enhanced leak detection, demand management and control
Work required to ensure proper zoning	Any modifications to reticulation system and/or link lines to ensure isolated metering of the management zone to enhance leak detection, monitoring, and verification
Consumer data base update	All expenditure including surveys etc. to upgrade consumer database and eliminate errors
Improved meter reading and data handling	Improved meter reading arrangements whether internal or contractual 109 outsourcing.
Billing – and Management Information System update	Any upgrades required to billing - and/or AMI system to enhance cost recovery, customer service, monitoring, and verification
Asset register and Compliance	Update of asset register to ensure full compliance
Active leak detection and improve leak repairs (time and quality)	Improved arrangements for leak detection and leak repairs, whether internally or contractual outsourcing.

Community Participation	Communication Plan
Environmental	Allowance for any environmental cost per project.
Contingency	A suitable capital expenditure contingency, (e.g., 10%)

Note *1:** *Not all the identified CAPEX interventions will be the responsibility of the PBC contractor. The TA will need to make a recommendation as to which CAPEX should be the responsibility of PLM and those the responsibility of the PBC Contractor from a financial viability perspective*

8. Financial and Economic Assessment and Analysis of Each Proposed NRW Reduction Intervention in the Project Areas as a whole

8.1 Financial and Economic Assessment of Proposed NRW Interventions:

The financial and economic analysis of each type of intervention to be implemented across the Project Area should contain:

- Up-front capital investment requirements;
- Long-term projections of revenues and costs for operations and maintenance.
- Simulations indicating projected costs and revenues;
- Different financing and funding scenarios including where the intervention is financed on the municipality's budget using own revenues or financed by public or private sources arranged by the municipality or funded by the contractor.

Following the financial and economic analysis of the interventions, an assessment must be done of:

- The financial status of the municipality and its borrowing capacity.
- An assessment of whether the municipality can support the first phase.
- The financial support that the municipality would require and sources of such funding.
- An analysis of the possible sources of funding.
- A specified schedule of financial interventions and loan conditions required to be settled before the award of the contract, whether it is a performance-based contract or other form of contract.

8.2 Projected Financial Outcomes of the Proposed NRW Reduction Interventions

Estimate the financial outcomes of the NRW reduction from revenue improvement, cost reduction, and energy efficiency including:

- NPV.
- Peak (external) funding requirement.
- Overall funding ratio - external funding and internal funding.
- Proposed debt quantum and repayment profile.
- Surplus cash generated after debt service and key cash flow ratios; and
- Anticipated socioeconomic benefits, with analysis of improvement of regularity of water on health and wellness of citizens as well as businesses, demonstrated through an economic cost-benefit analysis as shown through the anticipated impact on GDP.
- A determination of the level of up-front project development costs that can be absorbed by the project without detracting from the attractiveness of the project from an investment perspective.

8.3 Anticipated Economic Costs and Benefits of NRW Reduction

A quantification must be carried out of the economic benefit of the NRW interventions/project:

- Economic CAPEX and OPEX resource cost of NRW interventions. The TA is expected to also breakdown the CAPEX and OPEX into fixed and variable costs, and factor in the potential costs savings that will arise through operational efficiencies and any technological improvements achieved through the NRW initiatives.
- Quantification and monetisation of economic direct benefits of the reduction in water losses, better tariff recovery, and improved financial systems.
- Quantification and monetisation of the wider economic benefits that impact on the broader economy; and

- d) Preparation and analysis of economic indicators, including the IRR, NPV, cost-effectiveness, and change in the local GDP. To the extent possible, the TA is also expected to include considerations of:
 - i) The wider economic benefits such as the effect of the improved water availability on increasing the productivity of water intensive clients of the municipality.
 - ii) The potential social benefits such as reduction in water borne diseases due to the improved water efficiency and infrastructure.
 - iii) The improved infrastructure's impact on the municipality's ability to navigate droughts and climate change more effectively.

9. Design of Advanced Metering Infrastructure (AMI)

During the execution of the project, the TA will perform a conceptual and detailed design of advanced metering infrastructure (AMI) for the ring-fenced DMAs and Project Area that will meet the Municipality's performance objectives for AMI. The AMI shall be scalable so that it can be connected to a municipal wide AMI when that is established.

9.1 System Capabilities

At a strategic level, the AMI must have the following system capabilities:

9.1.1 Continuous Real-time Data and Leak Detection

- a) The AMI system must provide the Municipality with continuous data on water consumption, allowing the identification of anomalies such as leaks and bursts in the distribution network.
- b) The AMI system must also help pinpoint the location of leaks by analyzing pressure and flow patterns.

9.1.2 Improved Billing Accuracy

- a) The AMI system must provide accurate and timely meter readings, ensuring accurate billing and preventing revenue loss due to metering inaccuracies or unauthorized consumption.
- b) The AMI system must lead to more accurate revenue collection and a reduction in the amount of water billed that is not actually being used.

9.1.3 Enhanced Customer Service

- a) The AMI system must have a capability to alert customers to potential leaks on their property, enabling them to address issues quickly and avoid significant water loss and water bills.
- b) The AMI system must be capable of also providing customers with more detailed information about their water usage, allowing them to identify potential leaks and implement water conservation measures.

9.1.4 Data-Driven Decision Making

- a) The AMI system must provide the Municipality with a wealth of data on water consumption patterns, which can be used to optimize water management, plan for future infrastructure needs, and develop effective water conservation programs.
- b) The data from the AMI system can also be used to identify areas where water pressure needs to be adjusted or where infrastructure improvements are needed to reduce NRW.

9.1.5 Reduced Physical Losses

- a) The AMI system must have the capability to assist the Municipality to reduce physical losses by enabling the Municipality to detect and repair leaks more efficiently, reducing the risk of infrastructure failures, and optimizing pressure management.
- b) The AMI system must lead to the achievement of a more resilient and sustainable water distribution system in the Municipal area.

9.2 Level of detail of Design of AMI

The level of detail of the conceptual design of AMI for the Project Area should:

- a) Enable substantiated capital costing of the AMI systems designed for the Project Area to a conceptual and detailed level.
- b) Enable substantiated costing and budget of the AMI Management Services to be provided.
- c) Provide a detailed 20-year schedule for the replacement of specific equipment.

- d) Define the critical work elements that must be completed by the Municipality as well as critical base data that must be provided by the Municipality for each management zone before the installation of AMI for the Project Area can commence.
- e) Provide sufficient details of output data, reports, and reliability to meet the performance objectives of the Municipality.

9.3 Associated Activities involved in the Design of the AMI

The process of conceptual and detailed design of the AMI may be an iterative process as the Project unfolds. It is envisaged that the design of the AMI will, among other things, include the following activities:

- a) Meter audit to determine suitability of meters to connect to AMI system.
- b) Report on the need for a phased replacement and / or new installation of AMI-compliant billing meters.
- c) Specification of (additional) data required in the meter / billing database to achieve effective integration.
- d) Initial layout of all endpoints and network access points etc.
- e) Specification of a web-based interface for multi-stakeholder secure viewing of utility metering data, taking “live reads” on demand, and sending of control signals to utility devices.
- f) Generation of draft reports to demonstrate typical outputs.

9.4 Pilot System Architecture for AMI

A typical pilot AMI system Architecture is shown in the figure below for illustration purposes.

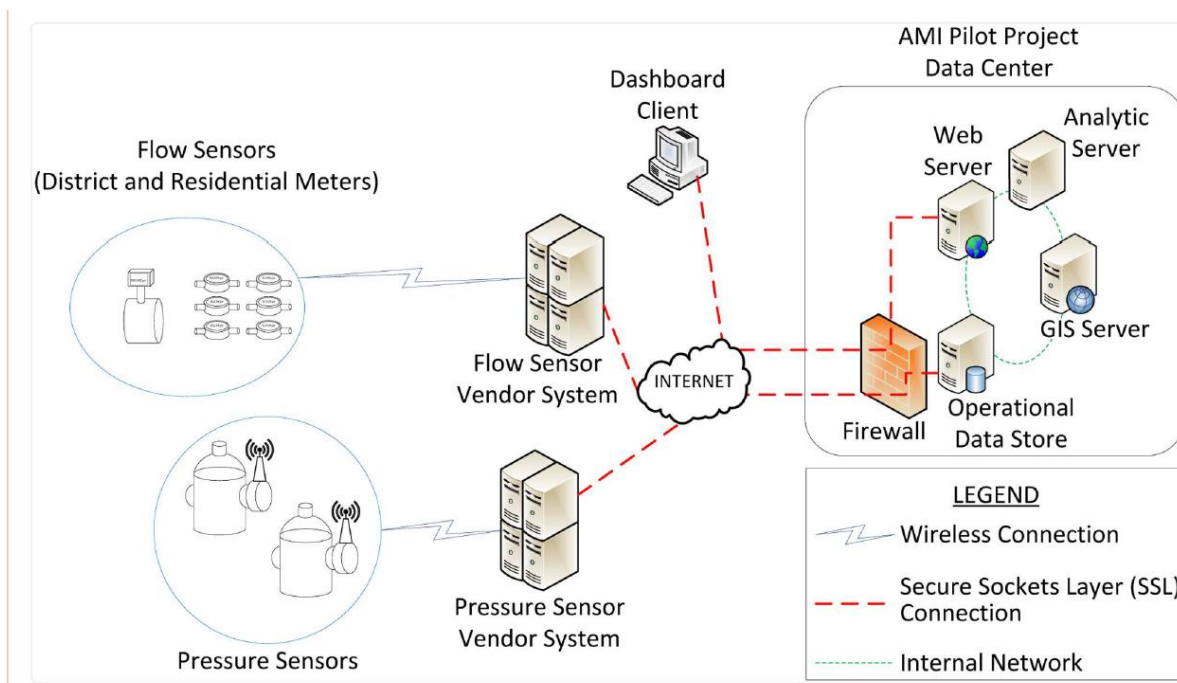


Figure C3.1: Pilot AMI System Architecture

10. Compilation of Functional Specification for Monitoring and Verification of NRW Reduction Results

The TA shall compile a functional specification for the monitoring and verification of results that can also be used to monitor and verify performance under the performance and incentive-based contracts. The following considerations should be noted:

- a) Ongoing verification of the performance of all projects already implemented under the municipality's NRW reduction programme will be a condition for draw-down for any new NRW project.
- b) It is consequently of critical importance that project performance, as measured through various key performance indicators, can readily be measured, verified, and reported on a regular basis during the implementation period as well as for the duration of any loan facility.

Baseline Water Balance: The functional specification for monitoring and verification shall contain a detailed baseline water balance for the Project Area on which performance based, or risk shared payments will be based. The TA shall make an estimate of the water savings due to each intervention and estimate the impact that those savings will have on the water balance at the end of the implementation of the NRW interventions.

Integration with Independent Verifier (Independent Auditor): It is the WPO's and the Municipality's intention that an Independent Verifier shall be appointed at the same time or before the appointment of any PBC Contractor. The Functional Specification for Monitoring and Verification of Results as set out above and the contract documentation shall provide for such an Independent Verifier to verify performance against payment KPI's through regularly scheduled audits.

The Independent Verifier shall not be in any way be related to, or have any conflict of interest, with either the Municipality or the Transaction Advisor (TA) who prepares the Feasibility Study, the Contract Documentation. The Independent Verifier will act as the Representative of the Water Partnerships Office (WPO) during the execution of the PBC Contract.

11. Compilation of Operations Specification

Prepare an operations specification for operating the proposed NRW Interventions, accompanied (as needed) with Scope of Work/Terms of Reference for provider.

12. Environmental and Social Requirements

12.1 Community Participation

Community participation, involvement and buy-in into the NRW Programme is key to its ultimate success. Interventions proposed by the community will be communicated to the technical team via the Community Liaison Officers (CLO's) and the community. The following should be included:

- a) **Communication Plan:** Development of a detailed community liaison, awareness, and schools' education campaign ("Communication Plan") in collaboration with the municipality, DWS and other municipal bulk water services providers per project.
- b) The Communication Plan should determine how the engagement with communities will be conducted and managed during the implementation of the Programme and should distinguish between the various interventions that will form part of the Programme. The Communication Plan should further include a detailed risk plan which should identify all risks that may impact the successful roll out of the Programme of non-revenue water interventions as well as proposed mitigation measures.
- c) Provide costs for implementing the Communications Plan up to the completion and adoption of the Project's outputs by the Municipality.

12.2 Environmental and Social Requirements

The environmental and social risk management procedures that form part of the Environmental and Social Management Framework (ESMF) will need to be adhered to during the feasibility stage, as relevant. The following requirements of the ESMF may apply:

- a) Check eligibility of NRW projects by verifying that they are not among the Exclusion List; and
- b) Screen the NRW projects with the Environmental and Social Screening Checklist.

12.3 Environmental and Social Screening

All proposed NRW projects will be subject to an environmental and social screening exercise to prevent the execution of projects with significant negative environmental impacts and to determine management measures to mitigate potential negative impacts and to enhance positive impacts.

The screening process will entail the following steps (as explained in the ESMF):

- a) **Step 1:** Verify that the NRW projects are not among the Exclusion List (contained in ESMF).
- b) **Step 2:** Screen the NRW projects with the Environmental and Social Screening Checklist (contained in ESMF).
- c) **Step 3:** Check if the proposed NRW projects trigger the need for approval(s) in terms of South African environmental legislation.
- d) **Step 4:** Check if the proposed NRW projects need to be subjected to an Environmental Impact Assessment (EIA)/Environmental and Social Impact Assessment (ESIA) and if they require an Environmental Management Programme (EMPr)/ESMP.
- e) **Step 5:** Check if the proposed NRW projects trigger any of the DBSA's Environmental and Social Safeguard Standards (ESSS).
- f) **Step 6:** Screen the NRW projects for positive impacts and transformative change and develop a preliminary Theory of Change as well as a Monitoring and Evaluation Framework in relation to key objectives to ensure positive impacts for biodiversity, gender, institutional development, and climate adaptation and mitigation, as appropriate to the type of NRW interventions being contemplated and the nature of the receiving environment. Identify associated environmental and social indicators.
- g) **Step 7:** Determine requirements for information disclosure and stakeholder engagement.
- h) **Step 8:** Review of environmental information by the applicant; and
- i) **Step 9:** Decide on application from Environmental and Social perspective.

13. Local Economic Development

Local Industrialisation and Technology

Investigate and report on ways to optimize local small business participation (Target Enterprises) in the Project Area.

14. Contractual Delivery Mechanisms

Investigate and analyse alternative contractual options to finance and implement the identified projects taking into consideration the following.

- a) Performance-based contracts.
- b) Employer design and traditional private sector construction contracts.
- c) Municipally delivered solution (municipal SPV).
- d) Other contractual forms.

Analyse and make recommendations on the municipal resources required to oversee the project and each intervention irrespective of the preferred implementation mode and contractual arrangement.

15. Project Preparation of Identified NRW Reduction Projects using Performance-Based Contracts

An objective of the Water Partnership Office is to facilitate and leverage the assistance of the private sector in addressing the NRW problem. The TA is expected to identify which of the NRW reduction interventions are suitable for funding and implementation through Performance Based Contracts (PBC). It is the intention of the Municipality and the WPO to maximise the investment from the PBC contractor and minimise the funding required from the Municipality. The TA must undertake the identification, project preparation, detailed specifications, cost-benefit analysis and financial modelling and design of NRW PBC projects in the Project Area that will achieve this objective.

The initially envisaged type of Performance Based Contract envisaged is a Build-Operate-Maintain-and-Transfer (BOMT) contract with training and capacity building. This entails the Transaction Advisor doing a detailed design of the works, while the PBC Contractor to be appointed by the Municipality will implement or construct the works, operating and maintaining the works for a specified time during which the contractor recovers its expenses plus a return on investment through performance-based payments. Notwithstanding the above, the TA is however expected to determine and propose which

PBC model will be best suited for this project. A concept (Template) PBC Contract has been drafted by the WPO and is available for use by the TA.

Various contract arrangements must be explored by the TA as part of a traditional Employer-Design, Contractor-Constructs component, which could either be cost plus or Bill of Quantities (BoQ) whereby the Contractor constructs very urgent works that were previously identified by the Municipality, are high-impact, and that are related to the Non-Revenue Water Project. An example would be pre-identified meter or pipe replacement interventions.

The TA should determine the key terms of the PBC. The TA should be guided by the PBC terms included in the table below. However, even though certain preferences/norms are indicated in the table, the TA is not bound by these and is required to make proposals that are compatible with the actual NRW interventions and the actual circumstances of the municipality and within the Project Area.

The TA will be required to compile the PBC contract after acceptance of the Feasibility Study during Part 2 (Preparation of Tender Ready Contracts for the Implementation of Phase 1) as discussed in the next Part.

Table 2: Proposed Terms for consideration in the Non-Revenue Water Performance Based Contract

Item	Detail	Preference
1. Duration	7 years and 6 months subdivided as below:	
	6 months Review of Feasibility Study and audits.	Water Audit internally by independent consultant together with Contractor. Purpose is to establish an agreed baseline for each Demand Management Area (DMA) within the Project Area. Confirm and agree target KPI's and maximum payment cap. Approval required to continue to Design-Build Phase.
	2 Years Design-Build-Operate-Training/Capacity Building.	Build or capital investment period. Certificate of practical completion required to transition to operations phase.
	5 Years Operations and monitoring and cost recovery.	Implementation of NRW reduction commences. Payment transitions from performance based to tendered operations and maintenance rates and cost plus when the maximum payment cap is reached. Project has a maximum duration, and the municipality will need to communicate this to National Treasury. Project terminates with final certificate and handover of Demand Management Area s (DMA) within the Project Area in good conditions back to Municipality.
2. Project Area	Contractual Demand Management Areas (DMA) – Battery limits.	Contractor given access to the DMAs infrastructure at the beginning of the Design – Build Phase. Contractor given Operations responsibility at the beginning of the Operations Phase.
3. Scope	Review Feasibility Study.	
	Intelligent Metering.	Preferably a specialist vendor or contractor under a separate contract but could be included in the Feasibility study.
	Water Balance.	IWA monthly as well as trend analysis, night flow analysis.

		In addition, separate Revenue Water into billed and collected and billed and not collected.
	Confirm baseline.	Provide baseline in tender and confirm/agree it in first 6 months audit period though cooperative audits.
	Non-revenue water reduction including leak repair and pressure management – see scope of feasibility study.	Yes
	Network expansion.	No
	Pre-designated refurbishment.	Yes
	Provisions for additional refurbishment	Yes
	Operations and maintenance of ringfenced zone	Determine during feasibility study what is to be operated by Contractor so that NRW risk is properly transferred
	Valve audit and replacement	Yes
	Meter audit, calibration, and replacement	Bulk water meters.
		Electricity meters including time of use.
		Consumer meters to be decided during feasibility study.
	Georeferencing consumers	Yes
	Billing and financial system enhancement	To be decided during feasibility study.
	Tariff setting	No
	Communication/social	Yes
	Environmental screening and approvals	Approvals obtained during feasibility study to prevent lack of access claims by Contractor.
	The required Municipal Council and any required National approvals	Municipality to obtain prior to advertising tender.
4. Management of staff and infrastructure	Secondment of Staff	Manage only staff included in schedule. Seconded staff to be paid by Municipality and to remain municipal employees.
	Training	Yes, and provide KPIs
	Management/control of infrastructure	Transfer operations responsibility for a ringfenced zone including complete Demand Management Areas or at least components that will impact on non-revenue water.
5. Payment arrangements	Monthly P&G to cover establishment costs, office etc	Tendered time-based lump sum.
	Re-measurable tendered sum for Employer/Engineer designed/designated work.	Measurable BoQ only for Employer designed and designated work.
	Provisional amounts for Employer's discretion.	Cost plus.
	Performance based actual per KL of water saved, adjusted for seasonal demand and population increase i.e., agreed baseline.	Capped Payment based on KPI's, targets and maximum cap. Payment based on outcomes do not input otherwise detailed specifications & BOQ will be required.
	Performance based rate per KW of energy saved linked to time of use.	Capped

	Performance based on increase in collections.	Capped
	Provisional sums for predesignated meter and valve replacement.	Cost plus
6. Funding	Contractor provides funds for performance-based work.	Recovered through performance-based charges.
	Employer funds monthly P&G and Employer designed/designated work.	Employer funds training, capacity building, change management.
	Vendor funding – meters, valves etc	If available. Opportunity should be sought.
	Grant funding (MIG)	
	Municipality cash-on-hand for capital investment in water.	Availability to be determined during Feasibility Study.
	Other sources of funding.	Potential for support from offshore DFIs with long-term concessionary capital.
	Payment/credit guarantee.	Partial or full payment risk guarantee.
7. Environmental Conditions	<p>Environmental conditions that could be included:</p> <ul style="list-style-type: none"> • Requirements for Environmental Screening and adhering to regulatory requirements. • Establish mechanisms for monitoring and reporting environmental performance throughout the contract term (based on ESMP in ESMF). • Requirement for the contractor to provide environmental training and awareness programmes. • Encouraging contractors to innovate and implement new technologies or practices that improve environmental performance. • Conducting periodic evaluations of the contractor's environmental performance. 	
8. Contract	Tender returnable documentation	Municipal documentation
	Format of Tender	<ul style="list-style-type: none"> • Part T1 Tendering Procedure • Part T2 Returnable Documents • Part C1 Agreements and Contract Data • Part C2 Pricing Data • Part C3 Site Information • Part C4 Scope of Works • Part C5 Generally Applicable Specifications • Part C6 Particular Project Specifications
	Evaluation criteria	KPIs reviewed during first 6-month audit period
	Standard form of Contract	FIDIC Conditions of Contract for Design, Build and Operate Projects
		GCC Other?
	Performance Bond	
	Insurance	
	Penalties	
	Retention	
	Defects liability	12 months
	Latent defects	5 years

	Practical completion – build phase	2 years (depending on scope)
	Escalation clause	
	Adjudication and arbitration	
	KPIs	Difference between baseline and actual loss
		Others to be developed during Feasibility Study
	Specifications	Standard municipal bulk water and reticulation specifications
	Targeted enterprises	30% Targeted subcontractors suggested
	Contract meetings	
	Employers Representative (Principal Agent)	Independent Engineering Consulting firm
	Monthly payment certificates Practical Completion Certificate Final hand over Certificate	

Table 3: An Example of Straightforward Performance Based Bonus Payment Calculation

A typical Performance Based bonus payment calculation is shown in the table below:

Ref.	Item	Unit	Amount	Comment
A	Total from BoQ	R	5 000 000	Total of reimbursable items
B	Baseline volume projection: month 7 to end	Kl	63 165 870	Predicted water use without WCWDM NRW Reduction contract
C	Expected water efficiency gain	%	10%	Assumed target saving % for tender purposes
D	Expected savings in water	Kl	6 316 587	Assumed saving in water using the % in row C ($B \times C$)
E	Performance bonus rate	R/kl	0.75	Rate tendered for performance bonus
F	Expected performance bonus	R	4 737 440	Based on assumed saving and tendered rate ($D \times E$)
G	Total tender rate	R	9 737 440	Performance bonus plus reimbursable items ($A + F$)
H	VAT	R	1 363 242	
I	Total tender price (incl. VAT)	R	11 100 682	

Note that this is only an example that demonstrates the basic principles, and the TRANSACTION ADVISOR shall develop an appropriate payment formula.

KEY	
	Set by Municipality
	Tendered rate or amount

16. Preparation of Procurement and Contract Documentation for Viable PBC NRW Reduction Projects for Implementation with Private Sector Participation

On approval of the Bankable Feasibility Study, Cost-Benefit Analysis, Financial Modelling, and other deliverables of the Project by the Project Steering Committee, the TA shall prepare procurement and contract documents to the Municipality's requirements and standards (as the Municipality will use its systems and processes to advertise, adjudicate and appoint the PBC Contractor) for the identified viable and prepared PBC projects for the implementation and monitoring of the interventions/projects in the Project Area and the first phase of the AMI (if appointed to do the AMI):

The procurement and contract documents for the prepared PBC projects shall include:

- i. The contract documents for implementation, monitoring and, if required, operations of the NRW PBC Project solution.
- ii. the invitation to tender and accompanying tender-
- iii. Required specifications.
- iv. required design drawings and maps.
- v. required programmes.
- vi. site information.

A template for a performance-based contract is available from the WPO and this could be used by the TA as a base to work from. This means that the TA will therefore not be required to draft such documentation from scratch).

17. Support to the Municipality in respect of compliance with national reporting requirements for Non-Revenue Water (NRW) for Department of Water and Sanitation (DWS) and for National Treasury (NT)

The TA is expected to support the Municipality in complying with national reporting requirements for Non-Revenue Water (NRW) for Department of Water and Sanitation (DWS) and for National Treasury (NT) by *inter alia*:

- a) Establishing or improving of the reporting system in the Municipality.
- b) Establishing or improving the data sources for NRW reporting in the Project Areas (DMA).
- c) Assisting with the calculation and interpretation of the IWA Water Balance for the relevant time period (quarters) within the project duration.
- d) Completing or updating the required NRW-related reports, e.g., Blue Drop, and No Drop Assessments, for the relevant time period (quarters) within the project duration, in line with NT's MFMA Circular 88.

18. Submission of the Project Deliverables and Support for their adoption by the City /Metro Executive Committee and City /Metro Council.

It is required of the TA to provide technical support for the adoption of the deliverables (outputs) of the Project (i.e. a Bankable Feasibility Study (BFS), Cost-Benefit Analysis, Financial Modelling, Prepared PBC Projects, and Procurement Documents for PBC, etc.) by the City's Executive Committee and City's Council.

The TA is therefore expected to:

- a) Workshop the draft Project Deliverables and Outputs (which integrates all the sections cited above) with the City's Project Officer, Senior Management Team, Executive Management Team, and other key stakeholders ensuring the integration of local knowledge in the environmental and social elements of the Project deliverables and incorporate their comments.
- b) Facilitate the incorporation of the priority NRW Reduction Project interventions into the IDP of the City where applicable.
- c) Facilitate adoption of the Project's deliverables by the City Executive Committee and City Council.

19. Submission of the Project Close Out report

The TA shall submit the Project Close-out Report to the WPO and facilitate the inclusion of the Project Close Out report into the City reporting process. A format or guidelines for the Project Close-out Report will be provided by the WPO.

C.3.1.5 PROJECT PROGRESS REPORTS

1) Monthly Progress Reports:

The successful TA is required to provide regular monthly progress reports to the Project Steering Committee (PSC) in accordance with PSC meeting schedule. At a minimum, the Monthly Progress Report must give a summary of the following information:

- a) Amount of time spent by each team project member on a specific task.
- b) Total amount of time and cost to date.
- c) Time cost since the previous report.
- d) Percentage of work completed per specific task and the overall percentage completion.
- e) Other information that will be determined by either PSC or Service Provider.
- f) Risks and mitigations
- g) Lessons learnt.
- h) Activities planned in the next two to four weeks.

2) Submission of Completed Deliverables at End of the Project:

Upon the successful completion of the Project, the TA is required to submit the Project deliverables to the WPO as follows:

- a) Two hard copies in colour print of the Project deliverables approved by the Project Steering Committee (PSC).
- b) One electronic folder containing the editable soft copies of the approved Project Deliverables.
- c) One electronic folder containing the PDF soft copies of the approved Project Deliverables.

C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND RISK MITIGATIONS

a) Implementation Time Frames

The WPO anticipates this project to be completed and approved within a duration of **SIX (6) MONTHS** from the Start Date which was outlined in the Contract Data section of this document.

It is the responsibility of the PSP to provide all necessary resources required for the execution and successful completion of the scope of work within the stated Project duration.

b) Underlying Assumptions

The success of the envisaged services to be provided by the TA depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipalities regarding the support being provided
- b) The Sector Departments – Provincial and National COGTA, National Treasury, etc. provides full and sustained facilitation and assistance to the infrastructure planning and project implementation support provision.
- c) There is ongoing and sustained involvement and cooperation of all stakeholders including the local communities.
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee.

c) Risks and Risk Mitigation

The TA is responsible to identify relevant risks to the project and is expected to factor these risks into the Pricing Schedule and to take steps to mitigate these risks during providing the technical support.

These risks may include:

- i. Limited information for the completion of the various deliverables of the Project.
- ii. Lack of infrastructure data and information from the Municipality and other stakeholders.
- iii. Insufficient stakeholder involvement.
- iv. Protracted delays by the Municipality and by other stakeholders in providing available information, or in decision-making.
- v. Unclear information and parameters from relevant stakeholders.

C.3.1.7 REPORTING LINES

The TA is expected to report to the designated WPO NRW Team, and to the Project Steering Committee (PSC) during the Project.

C.3.1.8 PROJECT STEERING COMMITTEE

A Project Steering Committee (PSC) will be established to provide governance to the Project, promote effective cooperation between the parties, secure the involvement of key stakeholders, and to provide a forum for monitoring progress. The Terms of reference to be developed and adopted at the first sitting of the committee. The PSC will be chaired by the Municipality or the WPO. The Secretariat functions of the PSC will be delegated to the TA by the Municipality at no extra cost to the Project.

The primary role of the PSC is to provide strategic oversight for the operational issues associated with the implementation of the Project. The PSC is responsible for monitoring projects budget, progress, benefits realized and monitoring risks, quality, and timeliness of delivery. The PSC's scope in terms of its functions is further elaborated below.

- a) To provide oversight on the implementation of the Project, and on the achievement of outcomes.
- b) Ensure the scope of the Project aligns with the requirements of the stakeholder groups.
- c) Provide guidance on the operational issues of the Project.
- d) Monitor and evaluate Project implementation and progress (both physical and financial).
- e) Provide oversight over the expenditure incurred and outputs achieved in order meet stakeholder expectations.
- f) Address any issue that has major implications for the Project.
- g) Monitor Project scope and manage Project scope changes.
- h) Reconcile differences in opinion and approach, and resolve disputes arising from them
- i) Make recommendation to the stakeholders for decision making.
- j) Approval of the payment Milestones and invoices, interim and final deliverables.
- k) Monitor compliance and ensure strict adherence to legislation and statutory regulations during the implementation of the Project.
- l) Provide guidance in addressing challenges and bottlenecks as they arise
- m) Oversee the closure of the Project.

Minutes & related documents

All proceedings and resolutions adopted at a particular meeting shall be recorded as Minutes. These Minutes shall be signed by the Chairperson. The TA shall provide secretariat support, by assisting in the recording, compiling, and distributing Minutes and other related documents.

Frequency of Meetings




The Project Steering Committee shall meet every month and shall be held virtually and at the municipal offices when required.

C.3.1.9 CONTACT PERSON

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

Part C4: Site Information

	Pages
C4.1 Site Information	124

  
NATIONAL WATER PARTNERSHIPS PROGRAMME (NWPP) [NON-REVENUE WATER (NRW) REDUCTION PROGRAMME]
PROVISION OF PROFESSIONAL SERVICES AS A TRANSACTION ADVISOR TO UNDERTAKE A BANKABLE FEASIBILITY STUDY, COST-BENEFIT ANALYSIS, FINANCIAL MODELLING, PROJECT PREPARATION, AND TO DEVELOP PROCUREMENT DOCUMENTS FOR PERFORMANCE-BASED CONTRACT (PBC) PROJECTS FOR NON-REVENUE WATER (NRW) REDUCTION IN POLOKWANE LOCAL MUNICIPALITY
Tender Number: RFP034/2025
CONTRACT

C4.1: Site Information

The indicative location of the Project Site is shown in the figure below:

C4.1.1 POLOKWANE LOCAL MUNICIPALITY

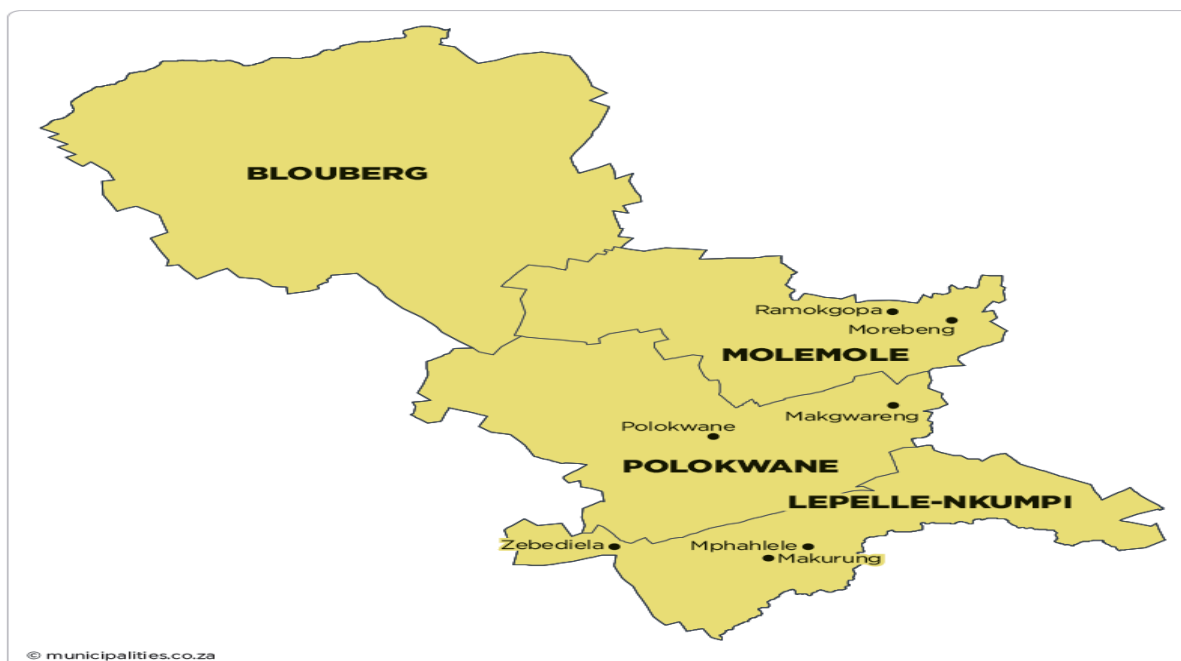


FIGURE C4.1: Map of Polokwane Local Municipality

C4.1.2 PENINA PARK IN POLOKWANE LOCAL MUNICIPALITY

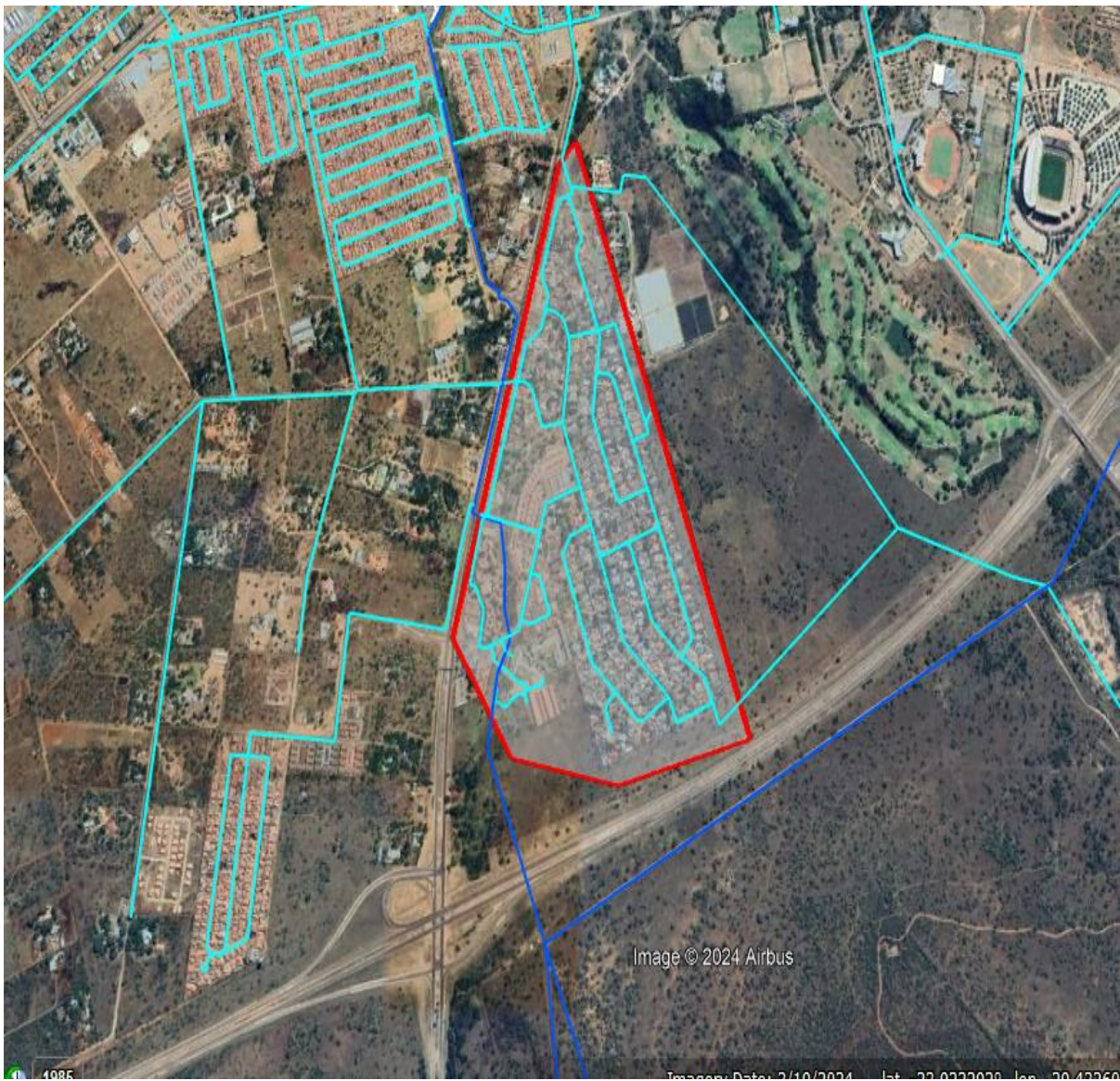


FIGURE C4.2: Map of Penina Park in Polokwane Local Municipality

C4.1.3 SOUTHERN GATEWAY AND NIRVANA IN POLOKWANE LOCAL MUNICIPALITY

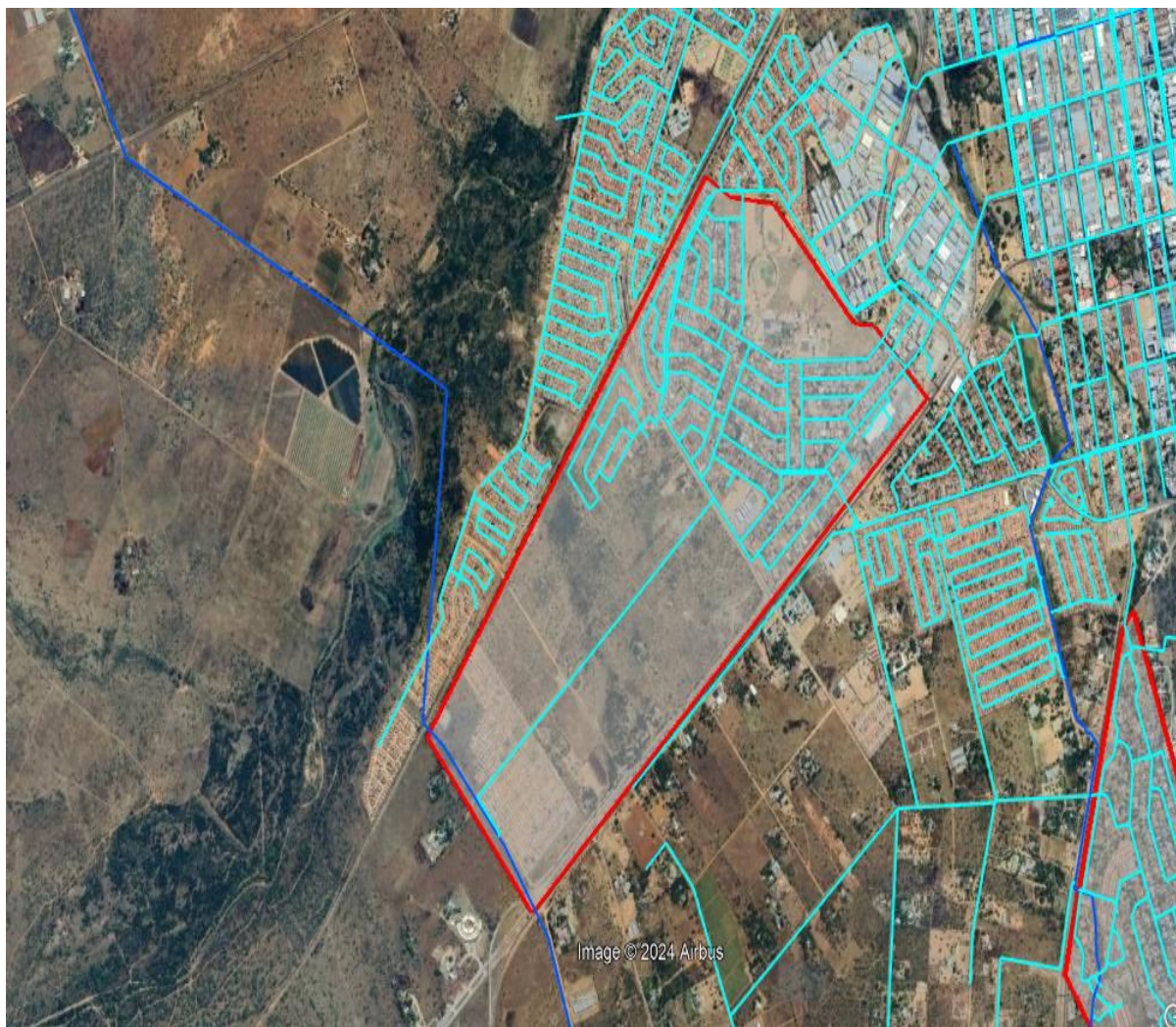


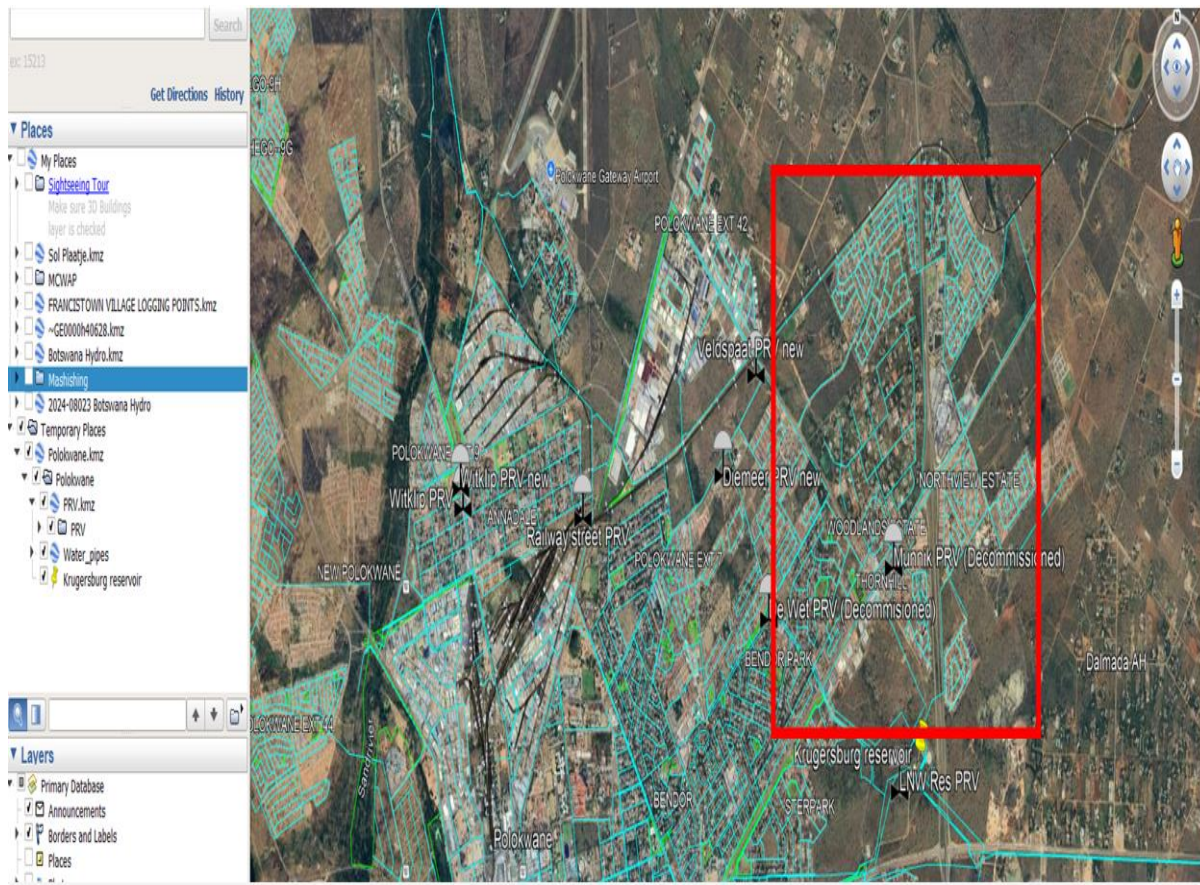
FIGURE C4.3: Map of Southern Gateway and Nirvana in Polokwane Local Municipality

C4.1.4 BENDOR EXT. 108 IN POLOKWANE LOCAL MUNICIPALITY



FIGURE C4.4: Map of Bendor Ext 108 in Polokwane Local Municipality

C4.1.5 MAP OF POLOKWANE INDUSTRIAL AREA



ANNEXURES

ANNEXURE #1: CHARACTERISTICS OF SOME PILOT PROJECT AREAS

**CITY OF POLOKWANE LM NRW
PROGRAMME
EXECUTIVE SUMMARY OF DMA (PROJECT AREA)
CHARACTERISTICS:
DATE: 04
October 2024**

ID	DMA CHARACTERISTICS	DMA1 (POLOKWANE) NUMBER / QUANTITY / DESCRIPTION		
		Project area 1 (Penina Park)	Project area 2 (Southern Gateway & Nirvana)	Project area 3 (Bendor Ext 108).
1(a)	Name (or Names) of the Project Area	Penina Park	Southern Gateway & Nirvana	Bendor Ext 108
1(b)	Strategy no (where applicable)			
2	Maximum System Pressure (Bar)	6.7	6.5	6
3	Minimum System Pressure (Bar)	5.6	TBC	TBC
4	Average System Pressure (Bar)	6.1	TBC	TBC
5	Total number of registered connections	734	2079	50
6	Number of residential (domestic) customers	734	2079	230
7	Number of commercial customers	0	0	0
8	Number of Industrial customers	0	0	0
9	Number of institutional customers	0	2	1
10	Number of Pressure Reducing Valves (PRV) working	1	0	0
11	Length of bulk / connector (trunk) water mains (kilometres)	1	1.5	0.5

**CITY OF POLOKWANE LM NRW
PROGRAMME
EXECUTIVE SUMMARY OF DMA (PROJECT AREA)
CHARACTERISTICS:
DATE: 04
October 2024**

ID	DMA CHARACTERISTICS	DMA1 (POLOKWANE) NUMBER / QUANTITY / DESCRIPTION		
		Project area 1 (Penina Park)	Project area 2 (Southern Gateway & Nirvana)	Project area 3 (Bendor Ext 108).
12	Sizes, materials and ages of bulk / connector (trunk) mains.	300mm, Steel	200mm, uPVC	200mm, uPVC
13	Length of reticulation water mains (kilometres)	15	42	5
14	Sizes, materials and ages of reticulation water mains.	Asbestos Cement	Asbestos Cement and uPVC	uPVC
15	Number of metered customers	734	2079	50
16	Number of unmetered customers	0	0	180
17	Service connection materials used (stats)	Galvanised and HDPE	Galvanised and HDPE	HDPE
18	Type of customer meters (if possible, class, age, make, sizes)	Prepaid and conventional	Prepaid and conventional	Prepaid and conventional
19	Meter reading methodologies and technologies	Prepaid and conventional	Prepaid and conventional	Prepaid and conventional
20	Intermittent water supply, rationing schedules of the system (where applicable).	None	None	None
21	Water tariff(s) (cents/KL)	11,86/KL	11,86/KL	11,86/KL
22	Collection rates (%)			
23	System Input volumes (SIV)	1 244 160/annum	248 832/annum	TBC

**CITY OF POLOKWANE LM NRW
PROGRAMME
EXECUTIVE SUMMARY OF DMA (PROJECT AREA)
CHARACTERISTICS:
DATE: 04
October 2024**

ID	DMA CHARACTERIST ICS	DMA1 <i>(POLOKWANE)</i> NUMBER / QUANTITY / DESCRIPTION		
		Project area 1 (Penina Park)	Project area 2 (Southern Gateway & Nirvana)	Project area 3 (Bendor Ext 108).
24	Consumption volumes per month - RESIDENTIAL	18 KL/month	18 KL/month	18 KL/month
25	Consumption volumes per month - COMMERCIAL	None	None	None
26	Consumption volumes per month - INDUSTRIAL	None	None	None
27	Estimated Authorised Unbilled volumes	TBC	TBC	TBC
28	Estimated Unauthorized consumption volumes	TBC	TBC	TBC
29	Estimated meter inaccuracy			
30	Breaks statistics (main line and service connections)	1 Break / KM	2 Break / KM	0 Break / KM
31	Minimum Night Flow data	TBC	TBC	TBC
32	Map of the Project Area	Attach Map(s) of the Project Area (DMA1) as an Annexure	Attach Map(s) of the Project Area (DMA2) as an Annexure	Attach Map(s) of the Project Area (DMA3) as an Annexure