



INFRASTRUCTURE PLANNING SUPPORT TO TSWELOPELE LOCAL MUNICIPALITY

**PROVISION OF PROFESSIONAL SERVICES TO DEVELOP MANAGEMENT PLAN TO
REDUCE NON-REVENUE WATER (MPNRW) IN SUPPORT OF TSWELOPELE LOCAL
MUNICIPALITY**

TENDER NUMBER: RFP011/2025

REQUEST FOR PROPOSAL DOCUMENT

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

28 January 2025

Issued by:

Development Bank of Southern Africa Limited

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province

Contact Persons:

Technical Inquiries

Name: Lihle Ndlangamandla

Email: scmqueries@dbsa.org

Name of Tenderer:

GENERAL TENDER INFORMATION

TENDER ISSUED	: 28 January 2025
DATE & TIME OF CLARIFICATION MEETING	: 04 February 2025 at 10h00
VENUE FOR CLARIFICATION MEETING	: DBSA Offices/ MS Teams
MS Teams Link	: Join the meeting now
CLOSING DATE	: 19 February 2025
CLOSING TIME	: 23h55 Telkom Time
CLOSING VENUE	: Designated Electronic Box provided by DBSA SCM
TENDER SUBMISSION	: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: LihleSCM@dbsa.org confirming that the submission has been made electronically.



The
Tender

**Tender No. RFP011/2025:
Development of Management Plan to Reduce Non-Revenue Water (MPNRW)
in support of Tswelopele Local Municipality.**

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)

Contents	
Number	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The 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	
C2.1	Pricing Assumptions
C2.2	Pricing Data
Part C3: Scope of Work	
C3.1	Scope of Work
Part C4: Site information	
C4.1	Site Information

Part T1: Tendering procedures

	Pages
T1.1 Tender Notice and Invitation to Tender.....	2
T1.2 Tender Data	4

T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to work as a PSP for the **Management Plan to Reduce Non-Revenue Water (MPNRW)**.

The Tender Document can be uploaded from the DBSA Tender Website as from **28 January 2025**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

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

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

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

- **Location:** Microsoft Teams
- **MS Teams Link:** [Join the meeting now](#)

- **Date:** 04 February 2025
- **Starting Time:** 10h00

The closing time for receipt of tenders is **23H55 (Telkom time)** on **19 February 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. Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

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

Tenderers need to submit the following on a Flash drive, with your Hardcopy tender submission:

- Complete Tender document (pdf)
- All Returnable and additional documents (pdf)
- Bill of Quantities/ Rates/ Price Schedule (pdf & electronically)

NOTES:

- i.** The DBSA reserves the right to award the scope in full or part thereof, subject to budget Availability.
- ii.** The subsequent Appointment and Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii.** In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv.** Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v.** It is the intention of the DBSA to award the full scope of work to one (01) Professional Service Provider (PSP).
- vi.** The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- viii.** Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix.** In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

T1.2 Tender Data`

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

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

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

Clause number	Tender Data
F.1.1	The Employer is the Development Bank of Southern Africa Limited.
F 1.1.4	The Employer aims to award full scope of works as follows: Only one Professional Services Provider (PSP) will be appointed to undertake the project.
F.1.2	The Tender Documents issued by the Employer consists of the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE 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 C2.1 - Pricing Assumptions C2.2 - Pricing Data Part C3: Scope of work C3 - Scope of work Part C4 : Site information C4.1 Site information CIDB Professional Services Contract, Edition 3, (July 2009)
F.1.4	The Employer's Agent, for the purposes of any communication between the employer and tenderer, is: Development Bank of Southern Africa Name: Mr. Lihle Ndlangamandla Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng Tel: (011) 313 3409 Fax: (011) 206 3409 E-mail: scmqueries@dbsa.org and LihleSCM@dbsa.org

Clause number	Tender Data																																	
	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																																	
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F13.11.5 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and the Employer.																																	
F.1.6.2	A competitive negotiation procedure will not be followed.																																	
F.1.6.3	A two-stage system will not be followed.																																	
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below. That follow the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that follow the requirements stated below, and that can provide such services listed in the table below:</p> <table border="1"> <thead> <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> </thead> <tbody> <tr> <td>1</td> <td>Project Manager and Team Leader: Civil Engineering</td> <td>x1</td> <td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 10 years' post-registration experience in development of Water Services Master Plans and/ or Water Services Development Plans in the municipal sphere in South Africa.</td> <td>Project Leadership, Management and Coordination</td> </tr> <tr> <td>2</td> <td>Civil Engineer: Water Services Planning, Management and Operations</td> <td>x1</td> <td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post-registration experience in the development or updating of Water Services Development Plans (WSDP) and Water Services Master Plans (WSMP), in South Africa.</td> <td>Civil Engineering Services</td> </tr> <tr> <td>3</td> <td>Development Planner (Municipal Spatial Planning)</td> <td>x1</td> <td>Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least 5 years' post-registration experience in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.</td> <td>Development Planning Services</td> </tr> <tr> <td>4</td> <td>Financial Analyst / Infrastructure Investment Analyst</td> <td>x1</td> <td>Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.</td> <td>Infrastructure Investment Analysis</td> </tr> <tr> <td>5</td> <td>Geo-Information Science (GISc) Expert</td> <td>x1</td> <td>Bachelor's degree in information science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). 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Clause number	Tender Data				
			planning and establishment of GIS systems for public or private sector entities in South Africa.		
	6	Environmental Management Practitioner	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 5 years post-registration experience in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.	Environmental Management Services
	<p>(2). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than offer price in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(3). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(4) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>				
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. 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.				
F.2.10.3	Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.				
F.2.12	No alternative tender offers will be considered.				
F.2.13.1	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.				
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original plus three copies, plus the Flash Drive requirement.				
F.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.				
F.2.13.5	<p>Tender submissions are to be done electronically only:</p> <p>1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to LihleSCM@dbsa.org – ONLY.</p>				

Clause number	Tender Data
	<p>2. No – Tender Submission Link requests will be accepted after 16h00 on the 14 February 2025. Any requests after the stipulated date and time will be disregarded.</p> <p>3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically. Tenderers who have received submission Links that have errors, will be provided with new Links for use.</p>
F.2.13.10	<p>(Add after clause F.2.13.9) By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p>
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 120 Days .
F.2.16.2	1 (One) Professional Service provider to be appointed
	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) An active Tax Complaint 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.
F.3.4	<p>The time and location for opening of the tender offers is as follows:</p> <p>Not Applicable</p>
F.3.5	The two-envelope system will be followed for this Tender. Non-adherence to this will disqualify the submission.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality and Preference}.
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><u>Evaluation Criteria</u> The tenders will be evaluated in accordance with Method 2 of the CIDB Standard Tender Evaluation Methods in three stages, namely:</p> <p>Stage 1: Responsiveness</p> <p>Stage 2: Quality (Functionality)</p> <p>Only those bidders who achieve the minimum qualifying scores for Functionality (in Evaluation Criteria 1, 2, 3 and 4 respectively), will have their bid submissions further evaluated. Herewith below is the breakdown for ease of reference:</p> <ol style="list-style-type: none"> a) Evaluation Criteria 1: Proposed Methodology and Approach - 14 points. b) Evaluation Criteria 2: Company Experience/ track record - 21 points. c) Evaluation Criteria 3: Experience of the key resources – 21 points (combined points for all resources). d) Evaluation Criteria 4: Lead Tenderer's QMS – 7 points.

Clause number	Tender Data
	<p>e) Proposed Approach to Transfer Skills/Knowledge to temporary and municipal officials working in the same sector – 7 points.</p> <p>If the bidder passes the above listed Sections / criteria's they will be evaluated further.</p> <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> <ul style="list-style-type: none"> • Standard conditions of tender as required. • Returnable documents completed and signed. • An active Tax Complaint Pin issued by the South African Revenue Services (Disqualifier). • Attendance registers for compulsory briefing session (Disqualifier) • {Adherence to the two-envelope process (Disqualifier) .} • Valid original/ certified letter of good standing (COIDA). • Proof of Registration with a recognised professional body/institution. • Proof of Professional Indemnity Insurance to the value of not less than the submitted offer. • Submission of National Treasury Central Supplier Database (CSD) Summary Report. <p>Refer to Part 1: Contract Data provided by the Employer</p>

Clause number	Tender Data																										
	<p><u>Stage 2: {Functionality}</u></p> <p>A summary of Functional Evaluation Criteria that are scored is presented in the Table below. The following criteria will be used to evaluate functionality:</p> <table border="1"> <thead> <tr> <th style="background-color: #d9e1f2;">Evaluation criteria</th> <th style="background-color: #d9ead3;">Minimum/ Threshold No. of points (See NOTE*** below Table)</th> <th style="background-color: #fff2cc;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Evaluation Criteria 1: Proposed Methodology and Approach.</td> <td style="text-align: center;">14</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Evaluation Criteria 2: Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.)</td> <td style="text-align: center;">21</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Evaluation Criteria 3: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts.</td> <td style="text-align: center;">21</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Evaluation Criteria 4: Lead Tenderer's Quality Management System.</td> <td style="text-align: center;">7</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Evaluation Criteria 5: Proposed Approach to Transfer Skills/Knowledge to temporary and municipal officials working in the same sector.</td> <td style="text-align: center;">7</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="2" style="background-color: #ffff00;">Maximum possible score (Points)</td> <td style="text-align: center; background-color: #ffff00;">100</td> </tr> <tr> <td colspan="2" style="background-color: #fce4ec;">Minimum threshold score (Total Points) for Tenderer's financial proposal to be considered further</td> <td style="text-align: center; background-color: #fce4ec;">70</td> </tr> </tbody> </table> <p>NOTE***: Minimum / Threshold number of Points is the minimum threshold for the relevant element (Evaluation Criteria). A score of anything below the specified minimum / threshold score for the specific evaluation criteria leads to disqualification of the proposal.</p>			Evaluation criteria	Minimum/ Threshold No. of points (See NOTE*** below Table)	Maximum 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.)	21	30	Evaluation Criteria 3: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts.	21	30	Evaluation Criteria 4: Lead Tenderer's Quality Management System.	7	10	Evaluation Criteria 5: Proposed Approach to Transfer Skills/Knowledge to temporary and municipal officials working in the same sector.	7	10	Maximum possible score (Points)		100	Minimum threshold score (Total Points) for Tenderer's financial proposal to be considered further		70
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	<p><u>Stage {2/3}: Financial Offer and Preference Evaluation</u></p> <p>With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:</p> <table border="1"> <thead> <tr> <th colspan="2" style="text-align: center;">Evaluation Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Broad Based Black Economic Empowerment</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>*The contract may be awarded to a tenderer that did not score the highest points, in accordance with section 2(1)(f) of the PPPFA 2017.</p>			Evaluation Criteria		Points	1.	Price	80	2.	Broad Based Black Economic Empowerment	20	3.	Total	100												
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Clause number	Tender Data
	<p><u>Stage {3/4} : Risk Analysis & Other Objective Criteria</u></p> <p>a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPPFA Regulations of 2017, to ascertain suitability for award.</p> <ul style="list-style-type: none"> i) 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. ii) Fully compliant and registered with the National Treasury Central Supplier Database. iii) No misrepresentation in the tender information submitted. iv) Any non-performance on DBSA, or DBSA client projects. v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. vii) Prohibited from doing business with the public sector viii) Listed on the Register of Tender Defaulters by the National Treasury ix) Convicted by a court of law for fraud and corruption x) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables. <ul style="list-style-type: none"> i) The contents of project specific tender returnable will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach, and methodology which are to be included in the contract. ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV’s and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources
F.13.13	<p>Tender offers will only be accepted for evaluation if:</p> <ul style="list-style-type: none"> a) the tenderer submits an active Tax Compliant PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations. 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 d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
F.4	<p>Additional Conditions of Tender None</p>
F.4.1	Invalid tenders

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

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	17

T2.1 List of Returnable Documents

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

1. Returnable Schedules required for tender evaluation purposes

Tenderers need to maintain associations as per Request for Proposal submissions (**RFP011/2025**) and the following documentation should be re-submitted (to confirm validity):

- T2.2.1: Briefing Session: Declaration of Attendance
- T2.2.2: Record of Addenda to Tender Documents
- T2.2.3: Proposed Amendments and Qualifications by Tenderer
- T2.2.4: Compulsory Enterprise Questionnaire
- T2.2.5: Certificate of Authority for Joint Ventures
- T2.2.6: Tenderer's active Tax Complaint PIN issued by the South African Revenue Services
- T2.2.7 Bid Commitment and Declaration of Interest
- T2.2.8: Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9: Tenderer's Audited Financial Statements
- T2.2.10: Certificate of Independent Bid Determination
- T2.2.11: Professional Indemnity Insurance
- T2.2.12: Preferencing Schedule:
- T2.2.13: Copy of Joint Venture Agreement
- T2.2.14: Evaluation Schedule: proposed Methodology and Approach
- T2.2.15: Evaluation Schedule: Experience of the Tenderer's Proposed Key Experts
- T2.2.16: Evaluation Schedule: Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature
- T2.2.17: Quality Management as Stipulated in the Tender Document.
- T2.2.18: Skills Transfer as Stipulated in the Tender Document.

2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.17 (to illustrate validity of previous commitment)

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

4. C1.2 Contract Data (Part 2)

5. C2.2 Price Schedule

T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

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

TENDER NUMBER	RFP-011/2025		
TENDER DESCRIPTION	Development of Water Services Master Plan (WSMP), Water Services Development Plan (WSDP), Management Plan to Reduce Non-Revenue Water (MPNRW), Roads and Stormwater Master Plan (RSWMP) and GIS, and an Integrated Waste Management Plan (IWMP) in support of Lepelle-Nkumpi, Tswelopele, Thembisile Hani, and Rand West City Local Municipalities.		
TENDER CLOSING DATE	19 February 2025	CLOSING TIME	11:00hrs

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

CUSTOMER DEPARTMENT	Tswelopele Local Municipality.						
BRIEFING SESSION	Yes	<input checked="" type="checkbox"/>	No		DATE		TIME
VENUE							

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

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

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

SIGNATURE OF DBSA REPRESENTATIVE

T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:
Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Date tenderer commenced provision of services in built-environment

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- 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.

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

SIGNED ON BEHALF OF TENDERER:

Date:

Non-Collusion Form

I, the undersigned

In my capacity as

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

Of _____

(insert name of the Company).

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

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

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

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

That prior to the opening and reading of bids,

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

Dated at _____ on this _____ day of _____

Signed on behalf of the tenderer

T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

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

T2.2.6 TENDERER'S VALID TAX COMPLIANCE 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 PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.7.1: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT

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

Tax Compliant Status and CSD Registration Requirements

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

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

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

T2.2.7 BID COMMITMENT AND DECLARATION OF INTEREST

PART A: BID COMMITMENT

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

FULL ADDRESS	
--------------	--

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

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

* Delete whichever is not applicable.

OTHER TENDERERS INVOLVED	
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7. AUTHORIZATION

Are you duly authorized to sign the bid?	INDICATE			
	Y		N	

8. DECLARATION

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

T2.2.7 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]

PART B: DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company: (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below	

^{**} State" means-

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

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

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

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

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

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

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

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are tendering for this contract?	Y		N	
If so, furnish particulars				

**T2.2.8 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

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

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		

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

Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.9 TENDERER'S AUDITED FINANCIAL STATEMENTS

The tenderer is referred to clause F.2.1.6. of the Tender Data and shall append to this schedule the tenderer's audited financial statements for each of the preceding three financial years which are in accordance with legislative requirements.

- a) It is a requirement of this tender that the latest financial statements for the last three financial years are required. Tenderers are to affix the financial statements to this schedule.
- b) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- c) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- d) In bids where consortia/joint ventures/sub-contractors and partnerships are involved; all Tenderers must submit their financial statements.
- e) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- f) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- g) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.
- h) Financial Statements should at all times be original and not faxed copies.

NB: Failure to submit the financial statement as stated above may result in disqualification of the bid.

SIGNED ON BEHALF OF TENDERER:

Date:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
 - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels 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 (Tender) Number and Description)}

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

[Name of Tenderer (Tenderer)]

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

.....

Signature

Date

.....

.....

Position

Name of Tenderer (Tenderer)

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

T2.2.11

PROFESSIONAL INDEMNITY INSURANCE

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

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

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.12 PREFERENCING SCHEDULES: BBEE

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL
PROCUREMENT REGULATIONS, 2017**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

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

2. DEFINITIONS

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

(s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted:%

ii) The name of the sub-contractor:

.....

iii) The B-BBEE status level of the sub-contractor:

iv) Whether the sub-contractor is an EME/ QSE.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

T2.2.13 COPY OF JOINT VENTURE AGREEMENT

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

SIGNED ON BEHALF OF TENDERER:

Date:

T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH

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

The paper should incorporate the following key aspects

- a) Technical approach and methodology should explain the tenderer's understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The paper should explain the methodology, which are to be adopted, demonstrate the compatibility of these methodology with the proposed approach and address any modifications required to complete the proposed scope of work.
- b) Management method should be developed and approved during the project planning phase to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
- c) Project audits, reviews and approval by client, which will identify the project audits, reviews and approval process of project phase by DBSA that will be performed and describe how the results of these audits and reviews will be factored into the project planning discuss the process of lessons-learned reviews and how those lessons can benefit the project.

The approach paper should not be longer than five (5) pages. The scoring of the methodology and approach will be as follows

Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Maximum number of points
<p>Proposed Methodology and Approach:</p> <p>Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development or updating of the infrastructure master plan of the Municipality.</p>	<p>Excellent = 20 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</p>	20
	<p>Good = 18 points The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</p>	
	<p>Acceptable = 14 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p>	
	<p>Poor = 8 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p>	
	<p>Non-responsive = 0 points No response. Failed to address the methodology and approach.</p>	

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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

**T2.2.15 EVALUATION SCHEDULE: EXPERIENCE OF THE TENDERER'S
PROPOSED KEY EXPERTS**

The tenderer shall provide information in respect of the key personnel who will be engaged on the contract by completing this schedule.

- a) The tenderer must consult the Tender Documentation which indicates the list of minimum key personnel required as well as qualifications.
- b) All the key staff shall be proficient in the use (both verbal and written) English language.
- c) In addition to the Personnel Schedule, the Tenderer shall also provide a Contract project organisational chart showing the team composition for each activity/phase/stage giving the team member names (only key team members need be included by name), position on team, and reporting relationship to other team members.
- d) Key professional staff of the tenderer should be permanently employed forming part of the Tenderer or have an extended and stable working relationship with the applicable Bidder. In addition, the staff should be readily available to the employer for discussions at, typically, less than a week's notice.
- e) Key expert to be professionally registered with the relevant professional body.

Schedule T2.2.15: Summarized Details of Qualifications and Experience of Tenderer's Proposed Key Resources / Experts

KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER – CIVIL ENGINEER				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF WATER SERVICES MASTER PLANS (WSMP)/ OR WATER SERVICES DEVELOPMENT PLANS (WSDP), /AND OR A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) DEVELOPED IN THE PAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.
KEY EXPERT 2: CIVIL ENGINEER – WATER SERVICES PLANNING, MANAGEMENT AND OPERATIONS				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF WATER SERVICES MASTER PLANS (WSMP)/ OR WATER SERVICES DEVELOPMENT PLANS (WSDP), /AND OR A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) DEVELOPED IN THE PAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.
KEY EXPERT 3: DEVELOPMENT PLANNER (MUNICIPAL INFRASTRUCTURE)				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF DEVELOPMENT PLANNING PROJECTS COMPLETED IN THE LAST 10 YEARS IN THE MUNICIPAL SPHERE AND ROLE PLAYED BY THE KEY EXPERT

KEY EXPERT 4: FINANCIAL ANALYST / INFRASTRUCTURE INVESTMENT ANALYST

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF FINANCIAL/INFRASTRUCTURE INVESTMENT ANALYSIS PROJECTS COMPLETED IN THE LAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT

KEY EXPERT 5: GEO-INFORMATION SCIENCE (GIS) EXPERT

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	DETAILS OF GEO-INFORMATION PROJECTS COMPLETED IN THE LAST 10 YEARS AND ROLE PLAYED BY THE KEY EXPERT

KEY EXPERT 6: ENVIRONMENTAL MANAGEMENT PRACTITIONER

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA.

Key experts not achieving the eligibility requirements of clause F.2.1 (reproduced in the Table below) will be non-responsive and therefore will not be considered:

ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline
1	Project Manager and Team Leader: Civil/ Electrical Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 10 years' post-registration experience in development of Water Services Master Plans and/ or Water Services Development Plans/ or Electricity Master Plans in the municipal sphere in South Africa.	Project Leadership, Management and Coordination
2	Civil Engineer: Water Services Planning, Management and Operations	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least 5 years' post-registration experience in the development or updating of Water Services Development Plans (WSDP) and Water Services Master Plans (WSMP), in South Africa.	Civil Engineering Services
3	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least 5 years' post-registration experience in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.	Development Planning Services
4	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.	Infrastructure Investment Analysis
5	Geo-Information Science (GISc) Expert	x1	Bachelor's degree in information science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have at least 5 years post-registration experience in the planning and establishment of GIS systems for public or private sector entities in South Africa.	Geo-Information Services
6	Environmental Management Practitioner	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 5 years post-registration experience in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.	Environmental Management Services

A CV of each key staff member of not more than 5 pages should be attached to this schedule. The duly signed CV should be structured, as per template provided.

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

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as follows:

Evaluation criteria	Scoring (for whole or each sub-element where applicable) NB! Post-Registration Experience Required	Maximum number of points
<p>Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts:</p> <p>Experience, knowledge and adequacy of the proposed team members for key services /disciplines relevant to the development or updating of the various infrastructure master plans of the Municipalities.</p>	<p>1. Project Manager and Team Leader: Civil Engineer Excellent: More than 10 years = 5 points. Good: From 8 years to less than 10 years = 4.5 points. Acceptable: From 7 years to less than 8 years = 3.5 points. Poor: From 3 years to less than 7 years = 2 points. Non-responsive: Less than 3 years = 0 points.</p>	5
	<p>2. Civil Engineer: Waster Services Infrastructure Planning, Management and Operations: Excellent: More than 5 years = 5 points. Good: From 4 years to less than 5 years = 4.5 points. Acceptable: From 3 years to less than 4 years = 3.5 points. Poor: From 2 years to less than 3 years = 2 points. Non-responsive: Less than 2 years = 0 points.</p>	5
	<p>3. Development Planner (Municipal Spatial Planning): Excellent: More than 5 years = 2.5points. Good: From 4 years to less than 5 years = 2.25 points. Acceptable: From 3 years to less than 4 years = 1.75 points. Poor: From 2 years to less than 3 years = 1 points. Non-responsive: Less than 2 years = 0 points.</p>	5
	<p>4. Financial Analyst / Infrastructure Investment Analyst: Excellent: More than 5 years = 2.5 points. Good: From 4 years to less than 5 years = 2.25 points. Acceptable: From 3 years to less than 4 years = 1.75 points. Poor: From 2 years to less than 3 years = 1 points. Non-responsive: Less than 2 years = 0 points.</p>	5
	<p>5. Geo-Information Science (GISc) Expert: Excellent: More than 5 years = 2.5points. Good: From 4 years to less than 5 years = 2.25 points. Acceptable: From 3 years to less than 4 years = 1.75 points. Poor: From 2 years to less than 3 years = 1 points. Non-responsive: Less than 2 years = 0 points.</p>	5
	<p>6. Environmental Management Practitioner: Excellent: More than 5 years = 2.5points. Good: From 4 years to less than 5 years = 2.25 points. Acceptable: From 3 years to less than 4 years = 1.75 points. Poor: From 2 years to less than 3 years = 1 points. Non-responsive: Less than 2 years = 0 points.</p>	5

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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

CURRICULUM VITAE TEMPLATE (Page 1 of 3)

Proposed role in the project	
------------------------------	--

1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration	

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

CURRICULUM VITAE TEMPLATE (Page 2 of 3)

10. WSMP, WSDP, and MPNRW Projects

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:

CURRICULUM VITAE TEMPLATE (Page 3 of 3)

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

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

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

Signature:.....

Date:

Commissioner of Oath Stamp

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

T2.2.16 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium, or association) in the execution of projects within the provision of Macro Planning, Project Planning, Project Management, and Infrastructure Asset Management services, etc. in the municipal sphere over the past ten years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.

Schedule T2.2.16: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS (WSMP), MANAGEMENT PLANS TO REDUCE NON-REVENUE WATER (MPNRW), AND/OR WATER SERVICES DEVELOPMENT PLANS (WSDP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS (WSMP), MANAGEMENT PLANS TO REDUCE NON-REVENUE WATER (MPNRW), AND/OR WATER SERVICES DEVELOPMENT PLANS (WSDP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS (WSMP), MANAGEMENT PLANS TO REDUCE NON-REVENUE WATER (MPNRW), AND/OR WATER SERVICES DEVELOPMENT PLANS (WSDP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: THE DEVELOPMENT OR UPDATING OF WATER SERVICES MASTER PLANS (WSMP), MANAGEMENT PLANS TO REDUCE NON-REVENUE WATER (MPNRW), AND/OR WATER SERVICES DEVELOPMENT PLANS (WSDP) IN THE MUNICIPAL SPHERE WITHIN SOUTH AFRICA.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the Built-Environment / Infrastructure Planning etc.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

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

Reference Letter Template 1

Where a tenderer does not have a reference letter from client/s that is on client's letterhead, the reference letter template must be completed in full by the referee and included in the tender submission. A separate form must be completed for each reference required in the evaluation of the tender's experience and therefore failure to adhere to this requirement will result in such tender not considered in this section. Note that Tenderers are required to fulfil this requirement separately for each category they wish to be considered.

The following evaluation criteria will be used for Experience / Track Record of the Tendering Entity

EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE		30
Tenderer's completed Water Services Master Plans/ Water Services Development Plans and/ Management Plan to Reduce Non-Revenue Water within municipalities and South Africa.	Excellent: 5 macro- plans and above = 20 points Good: 4 macro- plans = 18 points Acceptable: 3 macro-plans = 14 points Poor: 2 macro-plans = 8 points Non-responsive: 1 and 0 macro- plans = 0 points	20
Tenderer has successfully implemented Water Services, and Waste Management projects from project planning, design, monitoring and supervision and commissioning stage (as a consultant or Professional Service Provider) within municipalities and South Africa.	Excellent: 5 projects and above = 10 points Good: 4 projects = 9 points Acceptable: 3 projects = 7 points Poor: 2 projects = 4 points Non-responsive: 1 or 0 projects = 0 points	10

LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.16]

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....
successfully provided the professional services described below and cited in SCHEDULE
T2.2.16:

***Description of Professional Services Provided by the Tenderer in Development of Water
Services master Plans/ Water Services Development Plans/ Management Plan to
Reduce Non-Revenue Water and/or Design and Implementation of Water Services
Projects:***

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

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

Signed:		Date:	
Name:		Position:	
Contact details:			

**STAMP OF EMPLOYER
PROVIDING THE REFERENCE**

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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.17 QUALITY ASSURANCE SYSTEM

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

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

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

The undersigned, 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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

T2.2.18 SKILLS TRANSFER

The Skills and knowledge Transfer approach must respond to the proposed Scope of Work and outline the proposed approach/ methodology and should include the following:

Capacitation for the Concerned Municipal Employees to be able to understand, update and implement the plan. This will explain the tenderer's understanding of the initiative's objectives. It will highlight the processes/ resources in place and provisions that will be made available to achieve this objective.

The scoring of the Skills Transfer approach paper will be as follows (maximum **10 points**)

Level of Response	Transfer of Skills/ Knowledge	Score in Points
Excellent	In addition to meeting the Employer's requirements on skills transfer, the Tenderer has sufficiently demonstrated that they have prior experience and ability on skills and knowledge transfer	10
Good	The Skills and Knowledge proposal was specifically tailored for the project and the Employer's objectives as described in the scope of work	9
Acceptable	The Skills and Knowledge proposal does not address all the project's objectives, but it somehow aligns with the scope of works.	7
Poor	The skills and knowledge proposals are non-specific, and it does not relate to project's objectives.	3
No Response	No Skills and Knowledge Transfer submission made	0

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.

Signature:	
Date:	
Name:	
Position:	
Respondent:	

COVER PAGE TO FINANCIAL PROPOSAL

FINANCIAL PROPOSAL
[TO BE PUT IN A SEPARATE ENVELOPE]

<p>NAME OF TENDERER</p>	
<p>SIGNATURE OF TENDERER (Duly Authorized)</p>	
<p>CLOSING DATE AND TIME OF SUBMISSION</p>	<p>23:55hrs on Wednesday 19 February 2025</p>
<p>PLACE OF SUBMISSION</p>	<p>Designated Electronic Box provided by DBSA SCM</p>

Part C1: Agreements and Contract Data

Pages

C1.1 Form of Offer and Acceptance (Tswelopele LM)	68
C1.2 Contract Data	72
C1.3 Occupational Health and Safety Agreement	79

C1.1 FORM OF OFFER AND ACCEPTANCE – TSWELOPELE LM

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: RFP011/2025: Development of a Management Plan to Reduce Non-Revenue Water (MPNRW) – Tswelopele 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

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

C1.1.2 Acceptance

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

The terms of the contract, are contained in:

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

and drawings and documents 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



The Tender

Tender No. RFP011/2025: Development of Management Plan to Reduce Non-Revenue Water (MPNRW) in support of Tswelopele Local Municipality.

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

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

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

Name of witness

Signature of witness Date

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 **development of Management Plan to Reduce Non-Revenue Water (MPNRW) in support of Tswelopele Local Municipality.**

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

The period of performance **from the Start Date** for the development of various infrastructure master plans is Fifteen (15) 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 Project will be the respective municipal offices of Tswelopele Local Municipality, its respective municipal area, the Offices of the DBSA, as well as the Offices of the Tenderer.

Clause 3.9.1 and Clause 3.9.2:

Add the following:

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

Clause 3.9.3

Add the following:

The time-based fees (hourly rates) used to determine changes to the Contract Price are as stated in the Pricing Data. These 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.

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 beneficiary 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 submitted offer in respect of each claim during the period of performance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 (R10 million) for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

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

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

Clause 5.5:

Add the following:

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

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. 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 F.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 2 months.

Clause 8.4.4:

Add the following:

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

Clause 9.1:

Add the following:

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

Clause 9.3:

This clause is to be deleted.

Clause 11.1:

Add the following:

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

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the 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.		

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Person responsible for this contract:

.....

Contract Number:

WRITTEN AGREEMENT BETWEEN

DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)

.....

EMPLOYER

AND

.....

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

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

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 (Professional Service Provider)

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



The
Tender

**Tender No. RFP011/2025:
Development of Management Plan to Reduce Non-Revenue Water (MPNRW)
in support of Tswelopele Local Municipality.**

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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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 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 per Municipality:** 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.

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: Civil/ Electrical Engineering	1			
2	Civil Engineer: Water Services Planning, Management and Operations	1			
3	Development Planner (Municipal Spatial Planning)	1			
4	Financial Analyst / Infrastructure Investment Analyst	1			
5	Geo-Information Science (GISc) Expert	1			
6	Environmental Management Practitioner	1			
TOTAL		6			

C2.3 [PART A] PRICING DATA: DEVELOPMENT OF A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) FOR TSWELOPELE LM

The detailed description of the scope of work or key deliverable are outlined in section C3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for MPRNW update is Fifteen (15) 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	STAKEHOLDER ENGAGEMENT	Not Applicable: Already covered in Schedule C2.3 (Part A) above.	Not Applicable: Already covered in Schedule C2.3 (Part A) above.	Not Applicable: Already covered in Schedule C2.3 (Part A) above.	Not Applicable: Already covered in Schedule C2.3 (Part A) above.
2	EXISTING SITUATION ASSESSMENT, INFORMATION AND DOCUMENTATION	Approved Report.			
3	EXISTING INFRASTRUCTURE ASSESSMENT	Approved Report.	N/A	N/A	R250,000.00
4	DETERMINE THE WATER BALANCE OF THE MUNICIPALITY	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	FORMULATION OF SPECIFIC TECHNICAL, FINANCIAL, INSTITUTIONAL, AND SOCIAL STRATEGIES AND INITIATIVES (PROJECTS) – I.E., INITIATIVES THAT CAN BE INTRODUCED TO REDUCE THE NON-REVENUE WATER AND IMPROVE THE PERFORMANCE OF THE WATER SERVICE.	Approved Report			
6	STRATEGIC MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER IN THE MUNICIPALITY	Approved Report			
7	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT OF A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) FOR TSWELOPELE LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.7				

C2.7 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) OF TSWELOPELE LOCAL MUNICIPALITY.

C2.7: TSWELOPELE LOCAL MUNICIPALITY

SCHEDULE No.	SUMMARIZED DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (Rand)
C2.3 [PART A]	MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW)	
Sub-Total of Pricing for Proposed Fees and Operational Costs for development of the MPNRW (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT OF THE MPNRW (Incl. VAT)		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE – TSWELOPELE LM		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for *RFP011/2025: Development of the Management Plan To Reduce Non-Revenue Water (MPNRW) of Tswelopele Local Municipality.*

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



The
Tender

**Tender No. RFP011/2025:
Development of Management Plan to Reduce Non-Revenue Water (MPNRW)
in support of Tswelopele Local Municipality.**

Part C3: Scope of Work

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C3.1 Scope of Work

- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPALITIES BACKGROUND**
- C3.1.3 PROJECT OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT DELIVERABLE**
- C3.1.6 IMPLEMENTATION TIME FRAME**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 PROJECT STEERING COMMITTEE**
- C.3.1.10 CONTACT PERSON**

C3.1.1 INTRODUCTION

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, and electricity infrastructure backlogs in South Africa through the planning and implementation of municipal infrastructure projects funded by Conditional Grants (e.g. Municipal Infrastructure Grant, the Integrated National Electrification Programme, etc.) in various municipalities.

The successful implementation of the projects funded by conditional infrastructure grants (e.g. MIG, WSIG and INEP) is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

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

In cognizance of the above role of DBSA, the Tswelopele Local Municipality requested support from DBSA with the development of a Management Plan to reduce Non-Revenue Water (MPNRW). The infrastructure master plans will assist the municipalities with the identification, alignment, prioritization, and implementation of the projects towards the achievement of the National Government Outcomes.

C3.1.2 MUNICIPAL BACKGROUND

The Government's Medium Term Strategic Framework (MTSF) has prioritized the implementation of programmes to create economic and social infrastructure at an increased pace and scale throughout the country especially at the municipal level. In this context, municipal infrastructure development programmes to provide basic services has been prioritized through various programmes such as various grant funding mechanisms such as Municipal Infrastructure Grant (MIG), Regional Bulk Infrastructure Grant (RBIG), etc.

C3.1.2.1 Tswelopele Local Municipality (TLM)

The Tswelopele Local Municipality is a Category B municipality situated within the Lejweleputswa District in the central Free State Province about 100km north west of Bloemfontein. It is bordered by the North West Province in the north, Masilonyana in the south, Nala and Matjhabeng in the east, and Tokologo in the west. It is one of the five municipalities that make up the district, accounting for almost a quarter of its geographical area. According to the Free State Growth & Development Strategy 2013, Tswelopele has 2,168 farms (19% of the district) and 12,299 erven (8% of the district). The municipality is fairly rural and its economic activity is still largely based on agriculture and social services. There is no recent data showing the economic activity in the district. From interaction with the people, it has been confirmed that the primary sector, mainly agriculture and informal employment still provides opportunities to households in the municipal area.

C3.1.2.2 Summarized Municipal Problem Statement

Overall, in the absence of the various infrastructure master plans cited above, the ability of the respective municipalities to identify, align and prioritize infrastructure projects in a strategic manner in their Integrated Development Plan (IDP) has been significantly constrained and impaired. Planning for new infrastructure projects, for refurbishment / upgrading, and for the maintenance of existing infrastructure are done in an ad-hoc, unsystematic, inconsistent, reactive, and inefficient manner. Moreover, due to the lack of the long-term infrastructure master plans, the municipalities do not have an objective and realistic picture of their long-term infrastructure investment needs in the various infrastructure sectors. In summary, the lack of these infrastructure master plans has significantly undermined efforts to create an efficient, competitive, and responsive water, sanitation, electricity, integrated waste management, roads, and storm water infrastructure network in the respective municipal areas.

C3.1.3 PROJECT GOALS AND OBJECTIVES

C3.1.3.1 Project Goals

The main goal of appointing the Professional Service Providers (PSP) is to provide appropriate technical resources for the development of the long-term infrastructure master plans namely, Management Plan to Reduce Non-Revenue Water (MPNRW) in support of Tswelopele Local Municipality. A secondary goal is to equip the municipality with strategic information to facilitate strategically focused actions for implementing the key infrastructure initiatives budgeted for in the IDP, while addressing both financial, inherent risks, institutional requirements, and sustainability.

C3.1.3.1 Project Objectives

The objectives of the project are to:

- a) Management Plan to Reduce Non-Revenue Water (MPNRW) to improve service delivery and to eradicate service delivery backlogs in the various infrastructure sectors.

- b) Assist the municipality to establish a holistic and integrated infrastructure planning and implementation delivery approach within the respective municipal areas of jurisdiction.
- c) Facilitate the channelling of the municipality' investments in a manner that will improve sustainable economic development and hence improve municipal revenues in the long run.
- d) Unlock and catalyse third party funding (e.g. from local business, from commercial banks, from the private sector, etc.) to support the implementation of the projects identified in the master plan.
- e) Enable the municipalities to unlock the development potential of the municipality.
- f) Achieve a cost effective, integrated, and sustainable infrastructure development in the municipality. Provide the municipality with a clear picture of their infrastructure investment needs.

C3.1.4 SCOPE OF WORK

C3.1.4.1 General

The professional services required for the development of the Management Plan to Reduce Non-Revenue Water (MPNRW) is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives, which will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects. In particular:

- The infrastructure master plan must include the evaluation and analysis of existing documents, the determination of existing backlogs, current demands, and capacity.
- It will include a funding model and a programme for the implementation of all the projects identified and prioritized.
- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with expansion and augmentation, and to identify new infrastructure required, and to propose timelines regarding when such infrastructure will be required.
- The assessments will address the primary and secondary networks, and the primary and secondary equipment needed to deliver a reliable, safe, and affordable service to all existing and future consumers within the area.
- The service provider is required to make recommendations in the infrastructure master plan aimed at assisting the municipality with acquiring land, registering servitudes, undertaking an Environmental Impact Assessment (EIA) and with the development of detailed designs for construction of the identified priority projects over the short, medium, and long term.
- The various infrastructure master plan reports should contain the narrative (text) supplemented by graphs, charts, maps, GIS, etc.

C.3.1.4.2 Stakeholder Engagement and Consultations

The PSP is expected to continuously liaise and consult with the following stakeholders for purposes of information and data collection, sustained buy-in, and unblocking of bottlenecks during the course of the Project.

- Tswelopele Local Municipality
- Department of Water and Sanitation [National and Provincial (regional) offices].
- Department of Cooperative Governance and Traditional Affairs (National and Provincial)
- Department of Roads and Transport (Provincial and National)
- District Municipality within which the local municipality fall.
- Municipal Infrastructure Support Agency (MISA).

- The Development Bank of Southern Africa (DBSA), i.e. the Employer

The successful PSP is to ensure that they fully engage the stakeholders to ensure that any information that will assist on the development of the infrastructure master plan are made available. It is the duty of the PSP to escalate any lack of co-operation to the DBSA so that bottle necks are unblocked well in time.

C.3.1.4.3. Scope of Work

The Services expected from the PSP are detailed in the scope of work outlined below. The detailed scope of works and deliverables (outputs) to be executed by the PSP are provided in the frameworks for the development of infrastructure master plan as outlined in the below sections of this document. The scope of work for the Management Plan to Reduce Non-Revenue Water (MPNRW) have been prepared in accordance with relevant sector Department guidelines on the preparation of the plan.

The PSP will be required to prepare the Management Plan to Reduce Non-Revenue Water (MPNRW) by covering all tasks and sub-deliverables as detailed in the Framework outlined below.

C.3.1.5. SCOPE OF WORK FOR THE DEVELOPMENT OF A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW) – MINIMUM REQUIREMENTS.

FRAMEWORK FOR THE DEVELOPMENT OF A MANAGEMENT PLAN TO REDUCE NON-REVENUE WATER (MPNRW)

The appointed Professional Service Provider (PSP) is expected to execute the following minimum scope of work in the identified Municipalities:

1) Stakeholder Engagement and Situational Assessment:

- a) **Stakeholder Engagement:** Engage with relevant stakeholders such as the Municipalities, Department of Water and Sanitation (DWS), relevant Water Boards, Provincial COGTA, Non-Governmental Organizations (NGOs), etc. and obtain inputs, information, etc. and views with regard to the reduction of water losses (non-revenue water), WC&WDM, and with regard to previous work done on these matters in the relevant municipality
- b) **Existing Situational Assessment, Information and Documentation:** Obtain all relevant existing documentation and information on WC&WDM in the municipality and assess the information therein - including such relevant information such as:
 - i. Previous assessment reports regarding the initiative to reduce water losses in the municipality
 - ii. The history, approach and results of implementation of WC&WDM in the municipality
 - iii. The historical water balance of the municipality over the past MTEF showing the historical water loss levels compiled using an approved methodology (e.g. IWA Water Balance).
 - iv. The completeness and adequacy of the measurement and monitoring system for the water balance in the municipality.
 - v. The completeness and adequacy of metering of water use in the Municipality vis-à-vis the various categories of users,
 - vi. The adequacy, effectiveness and efficiency of the institutional arrangements regarding meter installations and meter readings for bulk and reticulation supplies
 - vii. 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, free basic water, credit control and debtor management, revenue enhancement, customer account management, etc.
 - viii. The integrity, completeness and accuracy of the municipality's water customer data-base in the municipal financial system vis-à-vis its existing spatial development, actual number of end users, etc. This must include:
 - A reconciliation of households (customers) in the valuation roll to the Deeds Office and Surveyor General's listing.
 - Assessment of the completeness of the customer information on the Municipality's billing system.
 - ix. Assessment of Billing and Revenue Collection in respect of water services provision: This must include an assessment of:
 - Accuracy of billing
 - Billed revenue versus collected revenue.
 - Returned mailed billings
 - Return to Drawer Cheque Register
 - Unallocated receipts
 - Clearing of suspense accounts.
 - Updating of debtors' ledgers
 - x. Assessment of Indigent Management on the provision of water services, with respect to:
 - Community awareness (or lack thereof)
 - Formal indigent applications and verifications thereof
 - Existence and completeness (up-to-date status) of indigent register.
 - Billing of indigents.
 - Restrictions of Services to Indigents.
 - Accuracy (or otherwise) of offsetting of indigents against equitable share.
 - xi. Debt Management
 - Monthly review of debtors age analysis

- Percentage of debt outstanding for more than 90 days.
 - Review of credit control measures.
 - Follow-up of existing payment arrangements in place.
 - Councillor involvement in Debt Management
- xii. The adequacy and effectiveness of any existing efforts by the relevant Department or Directorate of the municipality regarding the implementation of effective community and end-user awareness campaigns and initiatives designed to influence and change community behaviour and attitudes towards minimization of non-technical water losses, payment for services, appreciation and use of water, care of end-user infrastructure and facilities, etc.
- c) **Existing Infrastructure Assessment:** Obtain all relevant information, as-built drawings, etc. of the water infrastructure network and associated facilities and undertake relevant site visits to:
- i. Confirm and validate the existence of key network installations.
 - ii. Obtain a general assessment of the entire water infrastructure network in the Municipality in order to establish the composition, age, quality, general condition, remaining useful life, and network modeling thereof using available information or, in the absence of such available information, conducting the assessment from scratch,
 - iii. Obtain a general assessment of the status, frequency, and adequacy of metering and meter readings for bulk supplies in the municipal area.
 - iv. Identify and assess the existing roles and responsibilities and the effectiveness thereof, regarding the provision of water services in the municipality including associated responsibilities such as meter readings, revenue collection, operations and maintenance of water services infrastructure, etc.
 - v. Assess the adequacy and currency of the bye-laws, 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.
- 2) **Determine the Water Balance of the Municipality:**
- a) Establish the Water Balance of the municipality and the total water losses using an approved methodology (e.g. IWA Water Balance). The level of total non-revenue water is to be expressed as a percentage of total bulk purchases, rands, and mega-liters (ML).
 - b) Provide an interpretation of the Water Balance of the Municipality in terms of: *How much water is being lost? Where is it being lost from? and, Why is it being lost?*
- 3) **Formulate Specific Technical, Financial, Institutional, and Social Strategies and Initiatives (Projects) – i.e. initiatives that can be introduced to reduce the water losses (non-revenue water) and improve the performance of the water service.**
- a) In terms of the specific technical, financial, institutional, and social strategies and initiatives (projects) that can be introduced to reduce the water losses, provide a clear indication of the:
 - i. Prioritization of the strategies and initiatives within the context of a programme to reduce the water losses - after due consideration of potential impact, “quick wins”, availability of funding, and the technical capacity of the municipality.
 - ii. Scope of work or deliverables for each specific strategy or initiative
 - iii. Roles and responsibilities within the municipality regarding technical, financial, social, institutional, and social work components
 - iv. Estimate of required resources (human, skills, financial, etc.) for the implementation of each strategy or initiative to reduce the water losses
 - v. Funding options for the implementation of the specific strategies or initiatives to reduce the water losses
 - vi. Provisional implementation schedule (time lines) for the specific strategies or initiatives
 - vii. Risk and risk mitigation measures regarding the implementation of the specific strategies or initiatives to reduce the water losses
 - viii. Innovative procurement and implementation options for the effective and efficient delivery of the specific strategies or initiatives
 - ix. Recommendations for the sustenance, institutionalization, and mainstreaming of the specific strategies and initiatives as an on-going programme within the municipality vis-à-vis the required technical, financial, and institutional resources.

- 4) **Compile and Submit a Strategic Management Plan To Reduce Non-Revenue Water in the Municipality:** Compile and submit a Strategic Management Plan that highlights the findings of sections 1), 2), and 3) above and outlining *inter alia*:
- a) The results and findings of stakeholder engagement, existing situational assessment, documentation and information obtained, challenges encountered, etc.
 - b) The water balance of the municipality indicating the current (baseline) level of non-revenue water (expressed as a percentage of total bulk purchases, rands, and mega-litres MI), and the adequacy of the measurement and monitoring system thereof
 - c) The specific technical, financial, institutional, and social strategies and initiatives (projects) that can be introduced to reduce the non-revenue water, together with a clear indication of the:
 - i. Prioritization of the strategies and initiatives within the context of a programme to reduce the non-revenue water - after due consideration of potential impact, "quick wins", availability of funding, and the technical capacity of the municipality.
 - ii. Scope of work or deliverables for each specific strategy or initiative
 - iii. Roles and responsibilities within the municipality regarding technical, financial, social, institutional, and social work components
 - iv. Estimate of required resources (human, skills, financial, etc.) for the implementation of each strategy or initiative to reduce the water losses
 - v. Funding options for the implementation of the specific strategies or initiatives to reduce the water losses
 - vi. Provisional implementation schedule (time lines) for the specific strategies or initiatives
 - vii. Risk and risk mitigation measures regarding the implementation of the specific strategies or initiatives to reduce the non-revenue water
 - viii. Innovative procurement and implementation options for the effective and efficient delivery of the specific strategies or initiatives
 - ix. Recommendations for the sustenance, institutionalization, and mainstreaming of the specific strategies and initiatives as an on-going programme within the municipality vis-à-vis the required technical, financial, and institutional resources
- 5) During the course of the assignment, attend Project Steering Committee (PSC) meetings at the municipality (or at the DBSA where required) and report to the municipality, the DBSA and key stakeholders, at agreed regular intervals, and in an approved format, the progress with the compilation of the strategic business plan for the reduction of water losses in the relevant municipality

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

- a) Workshop the draft MPNRW with the Municipality, DWS, etc. and incorporate Comments.
- b) Prepare and facilitate an Outflow Report for the relevant sections in the IDP
- c) Facilitate adoption of the adoption of the MPNRW by the Council of the Municipality.

C.3.1.5 PROJECT DELIVERABLES

C.3.1.5.1 Project Implementation Plan

Within two weeks after the appointment, the successful Professional Service Provider will be required to provide an Implementation Plan for the duration of the project. The Implementation Plan among others will include the activities that are listed 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 plan.

Furthermore, the Professional Service Provider will be required to provide the progress and final payments schedule that will be aligned to the implementation plan deliverables / milestones.

C.3.1.5.2 Monthly Progress Reports

The successful Professional Service Provider will be required to provide regular progress report in accordance with the timeframe as stipulated in Table 4 below. Progress Report must give a summary of the following information:

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

C.3.1.5.3 Development of the MPNRW and MIG Registration

The successful Service Provider will be required to develop and submit to the DBSA and to the Tswelopele Local Municipality copies of the completed reports in accordance with the scope of work.

The final reports are to be submitted as follows:

- i. Three original printed/hard copies and one (editable & non-editable) full electronic copies saved on External Hard Drive (external hard drive) submitted to DBSA.
- ii. Three original printed/hard copies and one (editable & non-editable) full electronic copies saved on External Hard Drive (External hard drive) submitted to the Respective Municipalities.

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

C3.1.6.1 Implementation Time Frames

The DBSA anticipates this project to be completed and approved within fifteen (15) months from the Start Date which was outlined in the earlier sections of this report.

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 that period.

C3.1.6.2 Underlying Assumptions

The success of the envisaged services to be provided 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.

C3.1.6.3 Risks and Risk Mitigation

The PSP 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:

- a) Limited information for the development of various infrastructure master plan.
- b) Lack of infrastructure data and information from the Municipality and other stakeholders.
- c) Insufficient stakeholder involvement.
- d) Protracted delays by municipalities and other stakeholders in providing available information.
- e) Unclear information and parameters from relevant stakeholders.

C.3.1.7 REPORTING

The PSP will report directly to the Project Leader/Manager of the DBSA and during the preparation of a MPNRW, the progress and final reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders and role-players in the manner shown on Table 4 below:

Table 4: Schedule of Report Submissions and Meetings

No	Description	Time frame	Stakeholder/Role-player
1.	An initial Project Briefing between the appointed Service Provider, Municipality & DBSA	One week after appointment	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
2.	Project Implementation Master Plan	One week after appointment	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
3.	Draft Infrastructure Master Plan (for comment)	Two months prior to completion	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
4	Progress Reports	On a monthly basis	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
5	Final Infrastructure Master Plan	One month prior to completion	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)
6	Completion of Close Out Reports	End of contract completion date	PSC (DBSA, LM, PSP, COGTA, MISA, etc.)

C.3.1.8 ACCOUNTABILITY

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and DBSA – Project Manager. The PSP will report to the PSC in accordance with meeting schedule as provided in Table 4 and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will be responsible and

accountable for the day-to-day activities of the Service Provider appointed and issue written instruction on behalf of the PSC.

C.3.1.9 PROJECT STEERING COMMITTEE

Project Steering Committee (PSC) to 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.

C.3.1.9.1 Functions of the PSC

This is to provide oversight for the operational issues associated with the provision of infrastructure planning support to under-resourced municipalities. 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.

C.3.1.9.2 Role of the PSC

These include the following: -

- a) To provide oversight on the implementation of the Programme, the associated projects, and on the achievement of outcomes.
- b) Develop a framework for the joint identification by the Parties of priority municipality to be provided with infrastructure planning support.
- c) Ensure the scope of the Programme and projects aligns with the requirements of the stakeholder groups.
- d) Provide guidance on the operational issues of the Programme and projects.
- 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 Programme and projects.
- g) Monitor Programme scope and manage Programme 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 Milestone
- k) Monitor compliance to legislation and statutory regulations in projects implementation.
- l) Monitor and evaluate Programme implementation and progress (both physical and financial).
- m) Provide guidance in addressing challenges and bottlenecks as they arise
- n) Oversee projects closure

C.3.1.9.3 Minutes & related documents

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

C.3.1.9.4 Frequency of Meetings

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

C.3.1.10 CONTACT PERSON

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

C4.1 Site Information

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

C4.1.1 TSWELOPELE LOCAL MUNICIPALITY

