



## **water & sanitation**

Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

**WP11048**

### **REQUEST FOR BID**

**BID NUMBER WP11048 (EASTERN CAPE)**

**WATER SERVICES PLANNING TERM CONTRACTS AT NATIONAL AND PROVINCIAL LEVEL**

**ISSUE DATE:**

**17 JUNE 2016**

**CLOSING DATE AND TIME**

**07 JULY 2016 AT 11H00**

**BRIEFING SESSION DETAILS:**

**VENUE:** DEPARTMENT OF WATER AND SANITATION  
INFRASTRUCTURE BRANCH TRAINING CENTRE,  
ROODEPLAAT CENTRE, PRETORIA

**DATE:** 2016-06-27

**TIME:** 08:00

**SUBMIT TENDER DOCUMENT**

POSTAL ADDRESS:  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313 PRETORIA, 0001

OR

TO BE DEPOSITED IN:  
THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA  
0002

**TENDERER:** (Company address and stamp)

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## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

**BID NUMBER: WP11048**

**CLOSING DATE: 07 JULY 2016**

**TIMES: 11:00**

**DESCRIPTION: WATER SERVICES PLANNING TERM CONTRACTS AT NATIONAL AND PROVINCIAL LEVEL**

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**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

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**BID DOCUMENTS MAY BE POSTED TO: Private Bag x313, Pretoria, 0001**

**OR**

**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
157 Francis Baard Street (Formerly Schoeman), Pretoria, 0002 at the Reception, Zwamadaka Building**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

**NAME OF BIDDER.....**

**POSTAL ADDRESS.....**

**STREET ADDRESS.....**

**TELEPHONE NUMBER CODE.....NUMBER.....**

**CELLPHONE NUMBER.....**

**FACSIMILE NUMBER CODE ..... NUMBER.....**

**E-MAIL ADDRESS.....**

**VAT REGISTRATION NUMBER.....**

**HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO**

**HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO**

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR A REGISTERED  
AUDITOR.....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO  
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

Fax: 086 626 2282

E-mail address: [phiriz@dws.gov.za](mailto:phiriz@dws.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: SJ Marais

Tel: 012 336 8920

E-mail address: [Mariass@dws.gov.za](mailto:Mariass@dws.gov.za)

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

PRICING SCHEDULE**WATER SERVICES PLANNING TERM CONTRACTS AT NATIONAL AND PROVINCIAL LEVEL**

NAME OF BIDDER: ..... BID NO: WP11048

CLOSING TIME 11:00

CLOSING DATE: 07-JULY-2016

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA
		* (ALL APPLICABLE TAXES

1. The accompanying information must be used for the formulation Of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days

----- R----- days

5.1 Travel expenses (specify, for example rate/km and total km, class Of air travel, etc). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
-----	R.....	R.....
-----	R.....	R.....
-----	R.....	R.....

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which  
Adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

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Any enquiries regarding bidding procedures may be directed to the

Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

Fax: 086 626 2282

E-mail address: phiriz@dwa.gov.za

Any enquiries regarding technical information may be directed to:

Contact Person: Marais Stephen

Tel: 012 336 8290

E-mail address: Maraiss@dws.gov.za



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number:.....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person  
 Connected to the bidder is employed: .....  
 Position occupied in the state institution: .....

Any other particulars:  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid Document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 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? **YES / NO**

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication **YES/NO**

of this bid? If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
Whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

### 3 Full details of directors / trustees / members / shareholders

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

### 4 DECLARATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.**

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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.

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

#### POINTS

1.3.1.1 PRICE

.....

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

.....

**Total points for Price and B-BBEE must not exceed 100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser 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.

### 2. DEFINITIONS

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

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad

-Based Black Economic Empowerment Act;

- 2.3 **“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;
- 2.4 **“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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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.

- 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**

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

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

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 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs 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 person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that  
Such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise  
that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person 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 person 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 1.3.1.2 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 an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

## 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. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

ADDRESS: .....

.....

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

**The purpose of this document is to:**

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders**
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.**

**In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.**

- ☐ **The General Conditions of Contract will form part of all bid documents and may not be amended.**
- ☐ **Special Conditions of Contract (SCC) relevant to a specific bid, should be compile separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

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## **General Conditions of Contract**

### **1. Definitions 1. The following terms shall be interpreted as indicated:**

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights.**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.



- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

### 35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post,  
Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**

**THE DEPARTMENT OF WATER AND SANITATION WISHES TO INVITE PROFFESIONAL  
SERVICE PROVIDERS FOR WATER SERVICES PLANNING TERM CONTRACTS AT NATIONAL  
AND PROVINCIAL LEVEL**

**WP11048**

**TRADING NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**This template must be completed by the bidder**

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
<b>COMPANY'S COMPOSITION OF EXISTANCE</b>		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
<b>PARTICIPATION IN PROJECT IMPLEMENTATION</b>		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (e.g. Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

*Neither please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.*

Name:.....

Position:.....

Signature:.....Date:.....





water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA



ENTITY MAINTENANCE

## ENTITY MAINTENANCE

HEAD OFFICE USE ONLY	Reference no.	<input type="text"/>	Registered
	Entity name	<input type="text"/>	Date registered: <input type="text"/>
		<input type="text"/>	Verified on SafetyWeb
		<input type="text"/>	Date verified: <input type="text"/>
	Entity number	<input type="text"/>	Captured
	Remarks	<input type="text"/>	Date captured: <input type="text"/>
		<input type="text"/>	Authorised
		<input type="text"/>	Date authorised: <input type="text"/>

### IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank  
I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and  
I/We understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement  
or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).  
I/We understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in  
my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank  
screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

**SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM**

**ALL RELEVANT FIELDS MUST BE COMPLETED**

**THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3<sup>RD</sup> PARTY PAYMENTS WILL BE ALLOWED**

### Section A: Type of Supplier (For official use only)

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type: ☐ Individual ☐ Govt. Department ☐ Partnership  
☐ Company ☐ Trust  
☐ CC ☐ Other (Specify)

### Section B: Company/Personal Details

Registered Name   
  
Trading Name   
  
\*VAT Number  \*Compulsory where applicable  
PERSAL Number   
Title  Initials   
First Name   
Surname

### Section C: Address Detail

Payment Address   
  
  
 Postal code

**ENTITY MAINTENANCE** (continuation page)**Section D: Supplier Account Details (TO BE VERIFIED BY BANK)**

Account Name		
Account Number		Account Type
Bank Name		<input type="checkbox"/> Cheque Account
Branch Name		<input type="checkbox"/> Savings Account
Branch Number		<input type="checkbox"/> Transmission Account
*ID Number		* Compulsory for individuals
Passport Number		
**Company Registration Number		**Compulsory for companies
***CC Registration		***Compulsory where applicable
****Please include CC/CK where applicable		
Practise Number		
****Trust Number		

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

**ABSA:** CIF Screen  
**FNB:** Hogans System on the CIS4  
**STD:** Bank - Look - Up - Screen  
**Nedbank:** Banking Platform under the Client Details Tab

Contact Number ( )

BANK STAMP

Signature of Bank Official

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

**Section E: Contract Details of Supplier**

Telephone	( )
Fax	( )
Mobile (Cell no.)	
E-mail Address	
Contact Person	

Signature of Supplier

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

**Section F: Contract Details of DWA Office (For official use only - officials with signing authority only)**

Office	
Telephone	( )
Fax	( )
E-mail Address	

OFFICIAL STAMP

Signature of DWA Official

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

# **Terms of Reference**

## **Water and Sanitation Services Planning Term Contract**



**water & sanitation**

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Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

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## **1 PURPOSE**

- 1.1 This Terms of Reference (ToR) guides the process and specifications for the appointment of expertise on a Provincial/National Water Services Planning Term Contract. After successful evaluation and recommendation, a database of preferred PSPs will be motivated for participation on the Term Contract. No funding or any commitment will be directly associated with the appointment and all work will be project specific on a call-down basis if and when required by any implementing authority varying between National Government, Provincial Government, Local Government and any other sector role-players directly involved in Water Services provision.
- 1.2 It must be noted that a database of approved PSPs will be established at Provincial level. This group of PSPs will be used for various Water Services related planning activities as prescribed in the technical sections of this ToR. A PSP will only be used in the Provinces where the perspective bidder was successful after the evaluation process.
- 1.3 The purpose of this ToR is also to align and integrate all Water Services Planning initiatives into a common structural approach towards sustainable and reliable Water Services Provision. All work done under this contract will strictly be implemented according to the ToR which is a database associated process whereby any PSP will be obliged to deliver any specific product within the database structures as prescribed in the ToR.
- 1.4 All work issued under this contract will be done per Project Execution Plan (PEP) that will very specifically outline the tasks and deliverables as well as associated cost implications. All PEPs under this contract will be signed and monitored by the National Programme Manager.

## **2 BACKGROUND**

- 2.1 Sustainable Water Services delivery consists of very different but inter-connected topics relating directly to the structure of the Water Services Development Plan of a specific WSA. All work to be issued under this contract will be directly associated to any one or a combination of the topics:
  - Settlement Demographics
  - Service Levels Profile
  - Socio Economic Background
  - Water Service Infrastructure Profile
  - Operation & Maintenance
  - Associated Services
  - Conservation & Demand Management
  - Water Resources
  - Financial Profile
  - Water Services Institutional Arrangements Profile
  - Social & Customer Service Requirements
  - Needs Development Plan (Project Lists)
- 2.2 Each of these disciplines are a specific field on its own that needs to form part of the pillars of sustainable water service delivery. Together with this complexity the Water Services delivery

Programme in South Africa needs to be an integrated approach and all the above mentioned topics are addressed and aligned to ensure sustainable service delivery as outlined in the reliability goals to be achieved in 2019.

- 2.3 Government is under major pressure to comply to the 2019 Medium Term Strategic Framework (MTSF) goals of 90% reliability and 100% coverage of Water Services to all communities in South Africa (SA). DWS as the Sector Department have to conform to the strategies on how these goals are going to be achieved.
- 2.4 The responsibility of providing water and sanitation services to the communities in SA are fragmented and there are various institutions involved and numerous programmes and funding channels established (un-co-ordinated). Implementing Agent responsibilities also varies between Local Municipalities, District Municipalities, Water Boards and the Department itself. Implementation happens through various completely different funding channels namely Municipal Infrastructure Grant (MIG), Municipal Water Infrastructure Grant (MWIG), Regional Bulk Infrastructure Grant (RBIG), Accelerated Community Infrastructure Programme (ACIP), own funding, Development Bank Funding as well as Donor funding.
- 2.5 In acknowledgement of the complexity and un-co-ordinated manner in which the existing service delivery programmes are being implemented, the Department cannot simply directly take control of the business and have to be very pro-active and creative to ensure through co-operative governance that we as a Sector leader enable ourselves to implement and report effectively on service delivery implementation.
- 2.6 Reporting on Water Services delivery are also fragmented. There are more than nine existing reporting programmes under which the Department have to report constantly on e.g. Outcome 9 MTSF, Back to Basics, Joint Work plan (Inter-Ministerial Task Team), Distressed Mining Towns, SIPS (SIP 6: Municipal infrastructure and others), SIP 18 (Water and Water Services)(PICC), APP (DWS), MDGs (Millennium Development Goals), SDGs (Sustainable Development Goals). This reporting have to be supported with very accurate and up to date data on any specific programme, funder or implementing agent at any specific time.
- 2.7 Other than the normal reporting structures, there are also very urgent programme planning that needs to happen on the 27 Priority DMs Master Planning, Mining towns in Distress, Regional bulk Master Plans, Backlog Eradication Strategy per WSA, and MWIG Technical Reports and Business Plans.
- 2.8 Other than the abovementioned management perspectives, it is absolutely critical that the correct decisions are being made at the planning stages of any of the programmes dealing with Water Services delivery. It goes beyond saying of how disastrous it will be if wrong project solutions are taken and if there are not a complete alignment between different funding streams trying to achieve the same end result, sustainable water services per community.

### 3 INSTITUTIONAL CONTEXT

- 3.1 It has to be stated clearly that other than the technical aspects of Water Services Master Planning and project related planning, that it is of paramount importance that all planning related efforts directly contributing to a better Local Government planning and therefore enhancement of the Water Services Development Plan for the specific WSA.
- 3.2 According to the Water Services Act (Section 13), Water Services Authorities are required to prepare a Water Services Development Plan. In July 2003 126 Local Municipalities acquired the Water Services Authority Status, and as thus are also required by the Act to compile a WSDP. This totals to 170 Water Services Authorities that forms part of 284 Municipalities that have to produce a Water Services Planning document directly related to the Integrated Development Plan (IDP).
- 3.3 Whilst the WSDP is a legal requirement, the real value of preparing a WSDP lies in the need to plan for water services whereby key targets are set in a Master Plan for each topic over a five year period. The WSDP is a mechanism towards addressing water services priorities, in terms of Basic Water Services, High Level of Services, Water Resources, Environment, Effective Management and Transfers within the Water Services Authority's area of jurisdiction. The WSDP must be aligned to the Integrated Development Plan (IDP) of the Water Services Authority. The IDP directly impact on water and sanitation projects and must be cross-referenced to the WSDP, which in turn must include detailed information thereof as part of a specific master plan. In addition to the above requirements, each WSA must report annually on the progress made as stipulated in their Development Plan.
- 3.4 In addition to this need, the Department has also various other supporting programmes that urgently require comprehensive master planning, e.g.:
- Development of master plans for the upliftment of the 27 Presidential Priority District Municipalities.
  - Master Planning activities for the effective use of under-utilized and single purpose dams as well as other water resources related integration activities, e.g. Groundwater plans.
  - Development of bulk water master plans.
  - Operation and Maintenance master plans for the enhancement waste water treatment works and water treatment works.
  - Master plans for water conservation and demand management.
  - Water reticulation infrastructure master plans including project feasibility and implementation readiness studies
  - Institutional re-alignment master plans.
  - Etc. Etc.
- 3.5 All of these master plans needs to form part of the total Water Services Business Plan and cannot be developed separately to any other programme. The Department of Water Affairs as the sector leader therefore need to give structure to Local Government to enable effective Water Master Planning Development by facilitating the process through guideline development and also the usage of PSPs to ensure appropriate master plans that align with the total water

services business approach. It will be a disaster to start any master planning processes without a very strict regulating, integrating and co-ordinating approach knowing that Local Government urgent support to implement all of these programmes.

#### **4 TECHNICAL CONTEXT**

The Water Services Delivery Life cycle structure reflected in the diagram below can be used as a pro-forma structure reflecting the total process linking each activity to a specific detailed description.

The database structure that will drive the process of data management and populating formats are also following the same logic and should be adhered to as a minimum requirement where data population of Water Services planning activities are being addressed.

This structure also directly links the Water Services Term Contract Technical Context to the WSDP development and should be integrated together with WSDP structure and format. All database management and contract deliverables will be in ArcGIS 10.2 format to comply with the DWS standards.

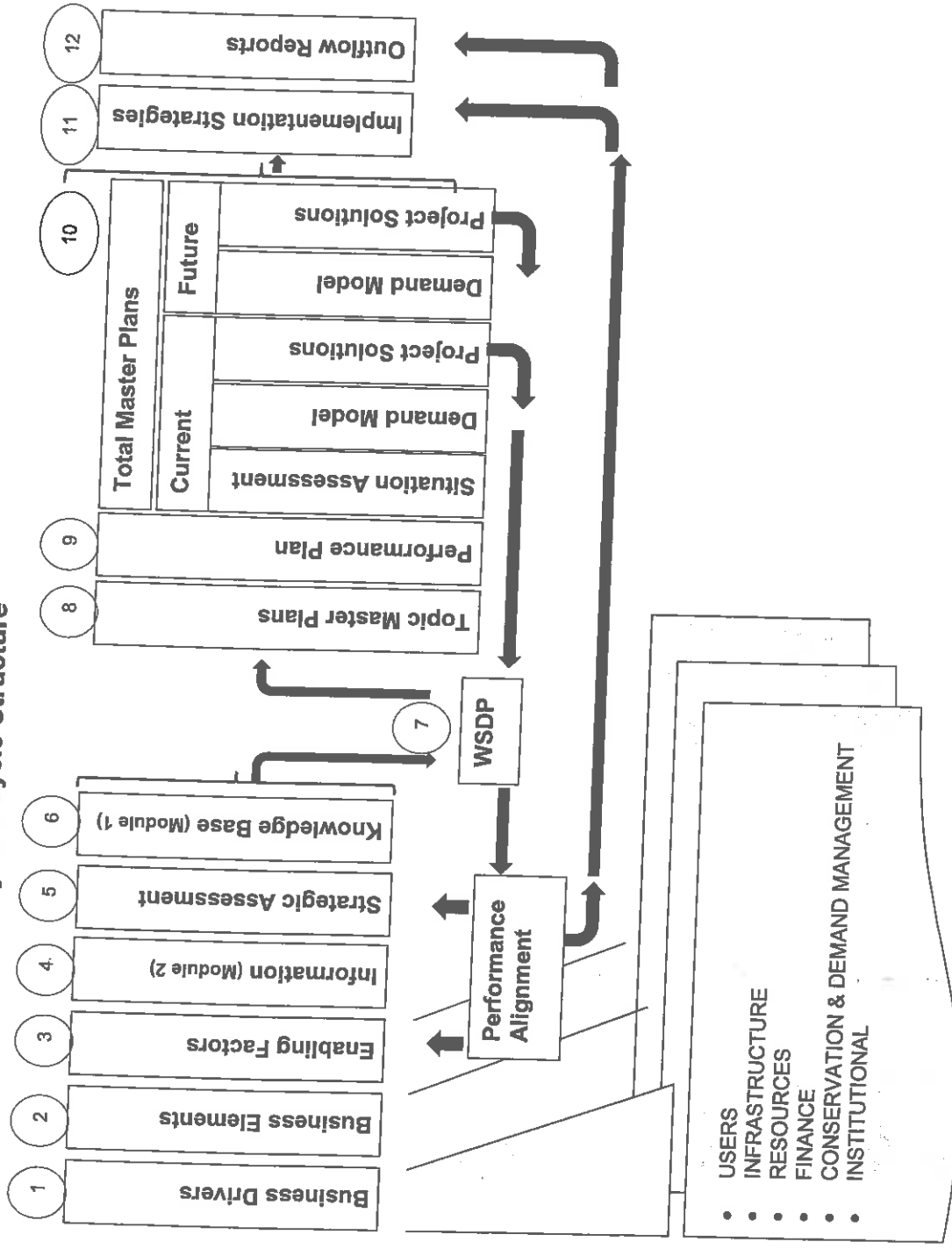
All work done under this appointment will be done through the process of information and data management, therefore all knowledge (information) will be captured in a central national database structure outlined in the technical specifications as prescribed in this ToR. All product deliverables will be produced directly as an outflow of information from the Geo Database, and not as Word documents. Every statement or figure used in product deliverables will be supported by the actual database information.

It is important that the perspective bidder note that any specific task will only be deemed completed when the final information transfer has happened through the National Geo Database to the WSDP of the specific area involved. A National data manager will be appointed to ensure compliancy and support during this process.

Each PEP issued for work to be done on this appointment will relate to the data structures in this ToR as a minimum compliancy to be completed for product deliverables and development.



# The Water Services Delivery Life Cycle Structure



- 4.1 BUSINESS DRIVERS**
- USERS
  - INFRASTRUCTURE
  - RESOURCES
  - FINANCE
  - CONSERVATION & DEMAND MANAGEMENT
  - INSTITUTIONAL

- 4.2 BUSINESS ELEMENTS**
- **USERS**
    - Demographics
    - Water Services Needs (Service Levels)
    - Socio-Economic
  - **INFRASTRUCTURE**
    - Assets
    - Operation & Maintenance
  - **RESOURCES**
    - Sources & Volumes
    - Monitoring
    - Quality
  - **FINANCE**
    - Capex
    - Revenue
    - Expenditure
  - **CONSERVATION & DEMAND MANAGEMENT**
    - Water Resources Management
    - Water Balance
  - **INSTITUTIONAL**
    - Policy Development
    - Regulation & Tariffs
    - Performance management and monitoring
    - Bulk & Retail Functions
    - Customer Service Requirements

**4.3 ENABLING FACTORS**

- **USERS**

**4.3.1 DEMOGRAPHICS**

Total Population

Total Number of Households

Average Household Size

Settlement Type

Farming	Farming
Rural	Rural - Dense Village > 5000
Rural	Rural - Small Village <= 5000
Rural	Rural Scattered
Rural	Rural Scattered Dense
Rural	Rural Scattered Low Density
Rural	Rural Scattered Very Low Density
Rural	Service Centres - Mines, Prisons etc.
Rural	Squatter Camp – Rural
Rural	Working Towns - Mines, etc.
Rural	Working Towns and Service Centres - Mines, Prisons etc.
Urban	Metropolitan Area
Urban	Urban - Formal Town
Urban	Urban - Former Township
Urban	Urban - Informal Settlements (Squatter Camp)
Urban	Urban Fringe - Ex-homeland Towns (Formal Towns)

Social Services Type

Agri. Extensive livestock/livestock  
 Agri. intensive livestock/grazing  
 Agriculture dry land  
 Agriculture irrigation  
 Businesses  
 Conservation areas  
 Dry Industries  
 Educational facilities  
 Health Facilities  
 Industries  
 Magistrate offices  
 Mining  
 Office Buildings  
 Police Stations  
 Prisons  
 Resorts and tourism  
 Wet Industries

**4.3.2 WATER SERVICES NEEDS (SERVICE LEVELS)**Settlement Water Service Level Definitions

FORMAL	Adequate: Formal
INFORMAL	Adequate: Informal
FORMAL	Below: No Services Informal
FORMAL	Below: Infra Needs
FORMAL	Below: Infra & O&M Needs
FORMAL	Below: Infra, O&M & Resource Needs
FORMAL	Below: No Services Formal
FORMAL	Adequate: Shared Services
FORMAL	Below: Water Resources
FORMAL	Below: O&M Needs

Service Level Categories

- Adequate
- Adequate: Informal
- Adequate: Shares Services
- No Services: Informal
- Water Resources Needs Only
- O&M Needs Only
- Infrastructure Needs Only
- Infrastructure & O&M Needs
- Infrastructure, O&M & Resource Needs
- No Services

Settlement Sanitation Service Level Definitions

FORMAL	Adequate: Formal
INFORMAL	Adequate: Informal
FORMAL	Below: No Services Informal
FORMAL	Below: Infra Needs
FORMAL	Below: Infra & O&M Needs
FORMAL	Below: Infra, O&M & Resource Needs
FORMAL	Below: No Services Formal
FORMAL	Adequate: Shared Services
FORMAL	Below: Water Resources
FORMAL	Below: O&M Needs

#### Service Level Categories

- Adequate
- Adequate: Informal
- Adequate: Shares Services
- No Services: Informal
- Water Resources Needs Only
- O&M Needs Only
- Infrastructure Needs Only
- Infrastructure & O&M Needs
- Infrastructure, O&M & Resource Needs
- No Services

### 4.3.3 SOCIO-ECONOMIC

#### General

Present population

Current population growth rates

Projected Population growth rate: 5 years

Projected Population growth rate: 10 years

#### Age & Gender Profile

Permanent resident population

Aged Residents (>65yrs)

Youth Residents (<18yrs)

Male Residents

Female Residents

#### Employment Profile

Eligible Workforce (19 – 65 yrs)

Permanent residents – without jobs

Permanent farm workers

Permanent Industry workers

Professional workers

#### Demographics Trends & Migration Patterns

Permanent resident population

Peak daily labour migration (-) out / (+) in

Peak long-term labour migration (-) out / (+) in

Permanent population changes (-) out / (+) in

Holiday Population

#### Household Income

Population considered as poor( Below R 1500)

Income of R1 - R400

"Income of R401 – R800

"Income of R801 – R1600

"Income of R1601 or more

"Income of Collective living Quarters

- Water Affordability (Population not able to afford water)

- Typical monthly Water Bill
- Average % of monthly income

- Sanitation Affordability (Population not able to afford sanitation)

- Typical monthly Sanitation Bill
- Average % of monthly income

Economics  
 Agriculture, Forestry & Fishing  
 Mining  
 Manufacturing  
 Electricity, Gas & Water  
 Construction  
 Insurance  
 Finance

#### 4.3.4 ASSOCIATED SERVICES

Public amenities consumer types	Rural & Urban
Educational facilities	
Police Stations	
Police Stations Total	
Prisons	

#### RESIDENTIAL, PUBLIC INSTITUTIONS & INDUSTRIES

Residential	Farming
Residential	Rural
Residential	Urban
Agri. Extensive livestock/livestock	Farming
Agri. Extensive livestock/livestock	Rural
Agri. Extensive livestock/livestock	Urban
Agri. intensive livestock/grazing	Farming
Agri. intensive livestock/grazing	Rural
Agri. intensive livestock/grazing	Urban
Agriculture dry land	Farming
Agriculture dry land	Rural
Agriculture dry land	Urban
Agriculture irrigation	Farming
Agriculture irrigation	Rural
Agriculture irrigation	Urban
Conservation areas	Farming
Conservation areas	Rural
Conservation areas	Urban
Educational facilities	Farming
Educational facilities	Rural
Educational facilities	Urban
Health Facilities	Farming
Health Facilities	Rural
Health Facilities	Urban
Industries	Farming
Industries	Rural
Industries	Urban
Magistrate offices	Farming
Magistrate offices	Rural
Magistrate offices	Urban
Mining	Farming
Mining	Rural
Mining	Urban
Police Stations	Farming
Police Stations	Rural
Police Stations	Urban
Prisons	Farming
Prisons	Rural
Prisons	Urban
Resorts and tourism	Farming
Resorts and tourism	Rural
Resorts and tourism	Urban

#### 4.3.5 INFRASTRUCTURE

##### ASSETS

###### General Information

Is there an Asset Register Monitoring Programme  
Is there a disaster management plan  
Is there a Water Quality Plan  
Is there a plan in place to manage untreated effluent  
Total number of components / km of pipeline / units  
VIP toilets  
Other dry sanitation toilets (below RDP)  
Septic tanks

###### Operation

Previous incidents including Security Problems (Regular)  
Previous incidents including Security Problems (Periodic)  
Previous incidents including Security Problems (Sporadic)  
Previous incidents including Security Problems (None)  
The abstraction IS registered with DWA  
The abstraction IS NOT registered with DWA  
The abstraction IS recorded  
The abstraction IS NOT recorded  
Safety inspection performed (Regular)  
Safety inspection performed (Periodic)  
Safety inspection performed (Sporadic)  
Safety inspection performed (None)  
Average Operating hours per day (X hrs)

###### Monitoring & Sample Failure

Monitoring : % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)  
Operational: % of tests performed as required by general limits /special limits/ license requirements (Average % over previous 12 months)  
Chemical (Results of tests performed. Average % sample failure over previous 12 months)  
Microbiological (Results of tests performed. Average % sample failure over previous 12 months)  
Physical Compliance (Results of tests performed. Average % sample failure over previous 12 months)  
Authorisation Compliance  
Are there any standby pumps available?  
What is the storage factor (x daily use)  
Effluent  
Permitted effluent (Ml/day)  
Solid waste disposal (m<sup>3</sup>/day)  
Sludge produced (dry tonnes per day)  
% Of the time that effluent is chlorinated

###### Functionality

General physical condition: Dysfunctional  
General physical condition: Operational  
General physical condition: Prime Condition  
General physical condition: Vandalised  
Number of breakages / failures per year  
Total refurbishment needs  
Total refurbishment needs cost (RM)  
Refurbishment cost for 5 year  
Refurbishment cost for 10 year  
Refurbishment cost for 15 year  
Total replacement needs %  
Total replacement needs cost (RM)

Replacement cost for 5 year  
 Replacement cost for 10 year  
 Replacement cost for 15 year  
 Total New development cost required  
 New development cost for 5 year  
 New development cost for 10 year  
 New development cost for 15 year

Institutional Status

% Of Components already reached useful life  
 Whereoff the WSA Self is the Current Owner  
 Whereoff the WSA Self is Current Operator  
 Total Book Value Year [2013] (RM)

Asset Assessment Spectrum

% Expected total lifespan: Short (1-3 yrs)  
 Expected total lifespan: Medium (3 - 10 yrs)  
 % Expected total lifespan: Long (10 - 20 yrs)  
 Estimated replacement value (RM)

Type & Capacity

Capacity (m³) (WTW & WWTW: MI/day and PumpStation: L/s)  
 Pipe material (Most common)  
 How much capacity is still available for development? (%)  
 Design Capacity - Hydraulic Load (MI/day)  
 Design Capacity - Organic Load (COD kg/day) Resources

**4.3.6 OPERATION & MAINTENANCE**

Is there a Operation & Maintenance Plan?  
 Water Services Infrastructure: Operational & Maintenance Assessment

Resources

Existing Groundwater Infrastructure	Operation
Existing Groundwater Infrastructure	Maintenance
Existing Surface Water Infrastructure	Operation
Existing Surface Water Infrastructure	Maintenance
Existing Waste Water Treatment Works Infrastructure	Operation
Existing Waste Water Treatment Works Infrastructure	Maintenance
Existing Water Treatment Works Infrastructure	Operation
Existing Water Treatment Works Infrastructure	Maintenance
Existing Pump Station Infrastructure	Operation
Existing Pump Station Infrastructure	Maintenance
Existing Bulk Pipeline Infrastructure	Operation
Existing Bulk Pipeline Infrastructure	Maintenance
Existing Tower & Reservoir Infrastructure	Operation
Existing Tower & Reservoir Infrastructure	Maintenance
Existing Reticulation Infrastructure	Operation
Existing Reticulation Infrastructure	Maintenance

Information

Existing Groundwater Infrastructure	Operation
Existing Groundwater Infrastructure	Maintenance
Existing Surface Water Infrastructure	Operation
Existing Surface Water Infrastructure	Maintenance
Existing Water Treatment Works Infrastructure	Operation
Existing Water Treatment Works Infrastructure	Maintenance
Existing Waste Water Treatment Works Infrastructure	Operation
Existing Waste Water Treatment Works Infrastructure	Maintenance
Existing Pump Station Infrastructure	Operation
Existing Pump Station Infrastructure	Maintenance
Existing Bulk Pipeline Infrastructure	Operation

Existing Bulk Pipeline Infrastructure	Maintenance
Existing Tower & Reservoir Infrastructure	Operation
Existing Tower & Reservoir Infrastructure	Maintenance
Existing Reticulation Infrastructure	Operation
Existing Reticulation Infrastructure	Maintenance

#### Activity Control & Management

Existing Groundwater Infrastructure	Operation
Existing Groundwater Infrastructure	Maintenance
Existing Surface water infrastructure	Operation
Existing Surface water infrastructure	Maintenance
Existing Water Treatment Works infrastructure	Operation
Existing Water Treatment Works infrastructure	Maintenance
Existing Waste Water Treatment Works infrastructure	Operation
Existing Waste Water Treatment Works infrastructure	Maintenance
Existing Pump Station infrastructure	Operation
Existing Pump Station infrastructure	Maintenance
Existing Bulk Pipeline infrastructure	Operation
Existing Bulk Pipeline infrastructure	Maintenance
Existing Tower & Reservoir infrastructure	Operation
Existing Tower & Reservoir infrastructure	Maintenance
Existing Reticulation infrastructure	Operation
Existing Reticulation infrastructure	Maintenance

#### Water Supply & Quality

Water: Incident Management Protocol  
Water: Process Control  
Water: Monitoring Programme  
Water: Sample Analysis (Credible: Scale 1-5 as per Blue Drop requirements)  
Water: Failure Response Management  
Water: Blue Drop Status

#### Waste Water Supply & Quality

Waste Water: Incident Management Protocol  
Waste Water: Process Control  
Waste Water: Monitoring Programme  
Waste Water: Sample Analysis (Credible: Scale 1-5 as per Green Drop requirements)  
Waste Water: Failure Response Management  
Waste Water: Green Drop Status

### **4.3.7 RESOURCES**

#### **SOURCES & VOLUMES**

Current Water Sources  
Additional Source Available  
Ground Water  
Surface Water  
External Sources (Bulk Purchase)

#### **MONITORING**

Is there a Monitoring plan in place?  
% of water abstracted monitored: Surface water  
% of water abstracted monitored: Ground water  
% of water abstracted monitored: External Sources (Bulk purchase)  
Surface water levels (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)  
Ground water levels (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)  
Water quality for formal schemes? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)  
Water quality for rudimentary schemes? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)



Borehole abstraction? (1: daily, 2: weekly, 3: monthly, 4: annually, 5: never)  
Is the number sufficient in accordance to the SANS241 requirements?  
Is the number sufficient in accordance to licences?

## **QUALITY**

### Water Quality

Is there a Water Quality plan in place?  
Reporting on quality of water taken from source: urban & rural  
Quality of water returned to the resource: urban  
Quality of water returned to the resource: rural  
Is there a Pollution contingency measures plan in place?  
Quality of water taken from source: urban - % monitored by WSA self?  
Quality of water taken from source: rural - % monitored by WSA self?  
Quality of water returned to the source: urban - % monitored by WSA self?  
Quality of water returned to the source: rural - % monitored by WSA self?  
Are these results available in electronic format? (Yes/no)  
% Time (days) within SANS 24 standards per year

### Wet Industries: Urban and Rural

Monthly Water Use (Ml/d) (Total)  
Water Quality Received:  
Raw (Total)  
Filtered (Total)  
Chlorinated (Total)  
Fully Treated (Total)  
Reliability

### 'Raw' Water Consumers: Urban and Rural

Monthly Water Use (Ml/d) (Total)  
Water Quality Received:  
Raw (Total)  
Filtered (Total)  
other (Total)  
Tariff (R/ml) (Total)  
Reliability

### Industrial Consumer Units for Sanitation: Urban and Rural

Number of Service units (Total)  
Monthly waste water (Ml) (Total)  
Monthly sewage (Ml) (Total)  
Total treated effluent (Ml) (Total)  
Total untreated effluent (Ml) (Total)  
Total Return flow to river system (Ml)

### Industries and their permitted effluent releases

Permitted volume (Ml/yr.) (Total)  
Permitted effluent quality (units) (Total)

## **4.3.8 FINANCE CAPEX**

Capex Million  
Property , Plant and Equipment – Water Treatment System  
Property , Plant and Equipment –Waste Water Treatment System

## **REVENUE**

Revenue Million

## **EXPENDITURE**

Expenditure Cost Standards & Ratios Million  
Ratios and efficacy indicators

Water balance cost [Non Revenue Water]  
Operation /Function / Process: Water Balance Cost / Revenue  
Operational Resource Costs [Cost to operate & or deliver service]  
Resource (Required/used for Service delivery activities – In Public Procurement  
there are generally three procurement categories: goods, works and services.)  
MTEF Expenditure Million

#### **4.3.9 CONSERVATION & DEMAND MANAGEMENT**

##### **WATER RESOURCES MANAGEMENT**

###### Reducing unaccounted water and water inefficiencies

Night flow metering  
Day flow metering  
Reticulation leaks  
Illegal connections  
Un-metered connections

###### Reducing high pressures for residential consumers. Number of consumer units with water supply pressure of:

<300kPa  
300-600kPa  
600-900kPa  
>900kPa (>9Bar)

###### Leak and meter repair programmes. Consumer units targeted by:

Leak repair assistance programme  
Retro-fitting of water inefficient toilets  
Meter repair programme

###### Consumer/end-use demand management: Public information and Education Programmes

Schools targeted by education programmes  
Consumers targeted by public information programmes

###### Conjunctive use of surface – and groundwater

Combination (Conjunctive Use)  
Ground Water  
Artificial Recharge  
Rain Water Harvesting  
Is there a Working For Water Programme in Place?  
Provide list of projects:

##### **WATER BALANCE**

Surface water purchased  
Surface water abstracted  
Ground water abstracted  
Raw water supplied  
Total influent  
Total treatment at TW  
Purchased  
Ground water  
Total bulk  
Total metered water supplied (urban & rural)  
Total metered consumption (urban & rural)  
Total received at WWTW  
Total discharged  
Other  
Returned source  
Recycled

#### 4.3.10 INSTITUTIONAL POLICY DEVELOPMENT

- Indigent Policy
- Free basic water policy (including equitable share)
- Free basic sanitation policy
- Procurement policy
- Credit control & debt collection policy

#### REGULATION & TARIFFS

- Water Services bylaws with condition as required by Water Services Act
- Mechanisms to ensure compliance with bylaws
- Tariff structure
- Tariffs promulgated

#### PERFORMANCE MANAGEMENT & MONITORING

- Performance management systems
- Water service monitoring and evaluation (M&E) system

#### BULK & RETAIL FUNCTIONS

#### 4.3.11 CUSTOMER SERVICE REQUIREMENTS

##### Resources available to perform this Function

Attending to Complaints for Water

Attending to Complaints for Sanitation

Attending to Complaints for Pit/Tank Pumping

##### Attending to Complaints for Water

Total number of consumer units

Number of queries/complaints received within the year

% Queries responded to within 24 hours

Number of major or visible leaks reported within the year

% Major or visible leaks repaired within 48 hours after being reported

Number of consumers experiencing greater than 7 days interruption in supply per year

Number of consumers receiving flow rate of less than 10 litres per minute

##### Attending to Complaints for Sanitation: Discharge to Treatment Works

Total number of consumer units

Number of queries/complaints received within the year

% Queries responded to within 24 hours

Number of blockages reported within the year

% Blockages repaired within 48 hours after being reported

Number of consumers experiencing greater than 7 days interruption in supply per year

Sanitation promotion and health and hygiene awareness

##### Attending to Complaints for Sanitation: Pit/Tank Pumping

Number of pits/ tanks

Number of calls received within the year for emptying

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

% Queries responded to within 24 hours

% Pits/tanks pumped within 48 hours of being reported

##### Water Services Programs

List the current Water Services Programs for the WSA

Activity Type

Project Number

Project Name

Description

Business Element

Main Category

Component  
Project Cost  
Funding Source

#### **4.4 INFORMATION**

##### **Base Data**

GeoDatabase  
Non spatial data

##### **Compliance Data**

Quality Assessment

(Assessment of Current Status measured against compliance requirements)

##### **Strategic Assessment**

Assessment of Future Plans and strategies in place.

#### **4.5 STRATEGIC ASSESSMENT**

##### **Quantity Assessment**

An indication of the representation of total area to address the issue

##### **Quality Assessment**

An indication of the representation of total area to address the issue

#### **4.6 KNOWLEDGE BASE**

WSDP Module 1 (Report)

#### **4.7 WSDP**

Comprehensive Needs Perspective

Comprehensive assessment on Quality and Quantity of information

Strategic Perspective of Strategies and Planning in place

Assessment of the appropriateness of planning and MTEF cycle projects in relation to needs

Investment Framework Perspective.

#### **4.8 TOPIC MASTER PLANS**

#### **4.9 PERFORMANCE PLAN**

#### **4.10 TOTAL MASTER PLAN**

- Current scenario
  - Situation Assessment
  - Demand Model
  - Project Solutions
- Future scenario
  - Situation Assessment
  - Demand Model
  - Project Solution

#### **4.11 IMPLEMENTATION STRATEGIES**

- Water Services Backlog Eradication Strategies
- Overall water infrastructure status and intervention plans
- Regional Bulk Water Master Plans
- Business plan process
- All Town Studies
- Disaster Management
- Conservation & Demand Management Strategies

#### **4.12 OUTFLOW REPORTS**

- IDP Water Sector Input Reports
- WSA Performance & Water Services Audit Report
- RPMS
- Blue Drop
- Green Drop

## **5 OBJECTIVE**

5.1 The objective of this appointment is to:

- Ensure total integration of all topic related aspects in all Water Services activities.
- Ensure project integration through needs perspectives, solution categories and project solutions.
- Ensure programme alignment between topics and funding streams.
- All work will be done within data structures as mentioned in Technical Context of this ToR.
- All activities, data gathering processes have to directly link into the WSDP system structures.

5.2 To appoint a database of PSPs at provincial level that will do all Water and Sanitation Services delivery planning activities under one ToR.

5.3 To provide direct support to all Government institutions in Water and Satiation Planning activities ensuring a integrated and co-ordinated approach as well as fast tracking of planning projects for appropriate implementation strategies.

## **6 STRUCTURE OF APPOINTMENT**

6.1 This proposal is to advertise for PSPs to tender on a pre-described Terms of Reference after which a Provincial/National (Term contract) database will be agreed upon by all sector role players including DWS National, Provincial and Local Government. A national support team will also be appointed to ensure Geo-database alignment and information capturing throughout the process of every single master plan development, and also for the active involvement in National planning appointments. This knowledge will then be directly transferred to the WSDP process that will ensure continuous enhancement of existing WSDP documents, data and strategies.

6.2 Due to various complexities, lack of knowledge and incompleteness of existing Water Services Development Planning (WSDP) processes, the Department will follow a process of creating an approved PSP database. All associated master planning activities will be distributed between the appointed PSPs on the Provincial/National Panel and a structured pre-described format will be used to guide the completion of appropriate master plans at WSA level.

6.3 Whenever an industry role-player secure programme funding for master planning development, or any other Water Services Planning related activity, a project execution plan with appropriate costing will be drafted by the National office and programme funding agent after which a identified PSP on the database list will be used to execute the work per specific order created. The master plan product specifications, deliverables and knowledge transfer will happen as part of a National Guideline Specification and therefore no information or strategies will be lost in the process. By managing this approach, we will be able to ensure total alignment with the WSDP development process.

6.4 All Water Services Planning Activities under this appointment will directly feed into the development of Master Plans per WSA. It is of paramount importance that the development of master plans directly link as a module in the structure of Water Services Development Plans (WSDP), therefore this will directly enhance the quality and development of WSDPs.

6.5 The development of these master plans will be co-ordinated at Provincial level through Provincial Steering Committees chaired by the DWA Provincial Programme Manager. Geo database management and associated product deliverables will be managed by the National office, but project implementation of specific PEPs will be managed by the Funder through Provincial/National DWS support processes.

#### 6.6 New WSDP Process roll-out actions completed

Phase 1 of the updated WSDP support programme was completed with the following functions performed and deliverables achieved:

- The WSDP support and interaction functions:
  - Development of an electronic guideline document for capturing of information in a uniform format
  - Direct interaction and consultation support
  - Collation of data
  - Capturing of information and populating the guideline structures
  - Interaction workshops to present populated documents and obtain buy in from relevant stakeholders
  - Outflow Documents
  - Process Alignment Actions (IDP Integration and WSA Annual Business Plan Support)

## 7 SCOPE

7.1 The scope of this ToR includes all Water Services related planning activities at deferent levels of interaction addressing all Water Services related topics as mentioned in Par 2.1 of this ToR. It also includes interactions to enable product deliverables at various levels of Government e.g:

### National Planning

#### National Bulk Master Plans

One National Water and Sanitation Master Plan

This includes Waste Water Treatment Work needs

The planned is a rolled-up document form the outputs derived in the nine provincial plans

#### National Water Services Perspectives

One National Water Services Perspective reflecting:

National Backlog Situation

Proposed solution categories for Backlog Eradication

Proposed costing scenarios

This National perspective is a rolled-up document from the outputs derived in the nine provincial plans

### Provincial Plans

#### Provincial Bulk Master Plans

Nine Provincial Water and Sanitation Master Plan

This includes Waste Water Treatment Work needs

The Provincial plans is a rolled-up document from the outputs derived from each of the sector role-player plans relating to Water Services Bulk requirements

#### Provincial Water Services Delivery Perspectives

Nine Provincial Water Services Perspective reflecting the backlog situation in each of the Water Services Authorities:

Proposed solution categories for Backlog Eradication

Proposed costing scenarios

Situational assessments on infrastructure and O&M related topics

This Provincial perspective is a rolled-up document from the outputs derived in the Water Services Authorities plans

#### Water Services Authority Master Plans

WSDP support e.g.

- Assisting Municipalities in the Development of an electronic guideline document for capturing of information in a uniform format
- Direct interaction and consultation support to Regional Offices and Municipalities
- Collation of data to be captured in the WSDP system
- Interaction workshops to present populated documents and obtain buy in from relevant stakeholders
- Process Alignment Actions (IDP Integration and WSA Annual Business Plan Support)

#### Disaster Management Plans

##### Asset Registers

- There is a direct linkage between Water Service Infrastructure component requirements and knowledge in the WSDP and the asset register for a Municipality.
- The existing status wrt locality, refurbishment needs, replacement values and life span reach for each of the infrastructure components in the WSDP needs to be aligned with the asset register to ensure appropriate Project Needs Identification.
- If required, the appointed PSP can compile the final asset register from the WSDP information system.

#### Topic Master Plans

A Total Water Services Delivery Master plan must contain information on the total water services business. Each of these topics need to be fully understood and appropriate solution categories developed to ensure that the topic on its own will contribute to Water Service Delivery. Therefore the appointed PSP might be required to develop a comprehensive plan and strategy to deal with each topic separately. These topics are directly derived from the Business Elements as described in this ToR. Examples of these topic master plans will be:

Water Services Infrastructure Delivery plans

Operation and Maintenance Plans

Institutional Development Strategies

Conservation Demand Management Plans

Waste Water Treatment Work Refurbishment Master Plans

#### Project specific plans

Feasibilities

Preliminary designs

Technical reports

Business Plans

- 7.2 All project related activities will be completed in the web-enabled WSDP system as part of the project management system. The existing database/information within the WSDP of a specific WSA must be used as an input requirement and completely updated after a specific project has been completed. To ensure that the sector needs are in alignment only the WSDP database should be accepted. If information is considered not correct, the specific information should be updated as part of any specific appointment under the Term Contract.

## **8 STRUCTURE/FORMAT OF THE PROPOSALS TO BE SUBMITTED**

- 8.1 The proposals to be submitted will be in the format of a Total Water Services Master Plan of any specific WSA in SA. The PSP will use the existing WSDP on the DWS website of the specific WSA as an input document for the development of this mock-up Master Plan. The process flow of this master plan shall follow the logic as stipulated in the Water Services delivery life cycle- structure described in the Technical Context of this ToR.
- 8.2 Each of the sections in the Master Plan report must also reflect the structural process and methodology that needs to be followed for the production of the report as well as the envisaged personnel to be involved as part of the reporting. These structures/processes must be summarised in tabular format as part of the submitted team capacity structure.
- 8.3 Part of the evaluation points for methodology will be based on a comprehensive process mapping to illustrate integration during Water Services Master Planning activities. The process mapping should represent the complete understanding of the PSP of the objectives of this ToR. The PSP will therefore also be evaluated on the effectiveness of this process flow chart linking the company's expertise between the flow chart and the Water Services Master Plan document.
- 8.4 There will be no financial proposals submitted as this is a Term Contract and work will be issued on an if and when required basis, and the financial costing of each PEP will be approved by the Project Manager. However, the proposed bidder are required to submit a Personnel Schedule, fees and tariffs table including responsibility level, position in team and charge our rate per hour.

## **9 SKILLS TRANSFER**

- 9.1 The points addressed under this ToR will be used to determine the allocation for skills transfer in the table listed under 10.4 – Evaluation Criteria.
- 9.2 The Department is promoting a comprehensive transformation process in the use of Professional Service Providers. The PSP must take note of the fact the Department of Water and Sanitation will do a post-award evaluation to confirm compliance in what was presented on the skills transfer proposal. This post-award evaluation will be done as part of



each claim submitted and the PSP will report on total hours worked per category as listed below:

- Black Male
- Black female
- White female
- Disabled person
- White male

- 9.3 The appointed PSP must be aware of the fact that the company might be asked to source a local emerging PSP, if available, to ensure that a working relationship is established and that the art of Water Services Planning is transformed to local emerging companies.
- 9.4 As already mentioned in this ToR, it must be very clearly stated that all work to be implemented under this ToR will be database managed under the Departmental Water Services Reference Framework structure. Therefore all information/data will directly be owned by the Department/Implementing Authority and not by the PSP.
- 9.5 This database structure management model will also ensure that all knowledge is directly transferred into the Water Services Development Plan of the specific WSA.
- 9.6 All monitoring and project related management will be done directly on the web-enabled WSDP system and will therefore contribute to the transfer of skills within Local Government and National Government.
- 9.7 National, Provincial and Local government reports will be produced by the office of the Programme Manager and not by the implementing PSP. This will ensure that the knowledge transfer process is completed and that the implementing agent completely owns the process and the product deliverable.
- 9.8 The PSP must clearly state in their process mapping chart specific areas of skills transfer with regards to information, knowledge and project management processes.

## **10 CRITERIA FOR SELECTION**

- 10.1 It is envisaged that consultants will demonstrate a comprehensive understanding of Water Services Master Plan Development, institutional arrangements for water services provision, water services development planning, as well as knowledge of Provincial Water Services Authorities.
- 10.2 Consultants should also note government policy regarding the use of Historically Disadvantaged Individuals. Emphasis will be placed on the quality, expertise and experience of the consulting personnel.

### 10.3 Experience and Expertise required

The following experience and expertise is required for this consulting assignment:

- experience in the water and sanitation sectors
- water services development planning experience
- experience in working with local government
- experience in institutional arrangements
- strategic and developmental planning and project management
- participatory processes to ensure stakeholder involvement
- integrated development initiatives (both cross sectoral and across different structures)
- thorough understanding of all water services policy and legislation
- Geo database development and management knowledge ArcGIS 10 is prescribed as the only GIS package to use during the work on this appointment

### 10.4 Evaluation Criteria

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A 3 phase evaluation criteria will be considered in evaluating the bid, being:

**Phase 1: Administrative compliance** (if not submitted bid will be disqualified)

- Original Valid Tax Clearance Certificate from SARS
- Original signed standard bid documents

**Phase 2: Functional / Technical Evaluation**

Values: 1 Very Poor..... 2 Poor.....3 Average.....4 Good.... 5 Excellent

CRITERIA	WEIGHT
<b>Past Experience:</b> Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude	25
<b>Methodology:</b> Considers the responsiveness to the Terms of Reference, the level of detail in the proposal, attention to project management and innovative approaches and ideas.	40
<b>Team Capability:</b> Considers the technical and professional skills of the project team, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed). If required, abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix.	20
<b>Skills Transfer:</b> A skills transfer component with tangible outputs, related to Water Services Business Elements such as Infrastructure Planning, Operation and Maintenance Planning, Conservation Demand Management, Service Level	15

Profiling, Project Management related to Technical reports, Business Plans, Implementation Readiness Studies and Feasibility Studies involving DWS staff during the implementation of the project needs to be detailed. Issues addressed under paragraph 9 relating to the use of HDIs, database knowledge transfers, WSDP knowledge transfer, all Planning Product Deliverables, as well as reports will be produced in consultation with DWS programme managers.	
<b>TOTAL</b>	<b>100</b>

**Phase 3: Proposals submitted that scores above 70% will be motivated for appointment on the provincial database to be used for Water and Sanitation Planning work in that specific province.**

Other conditions:

- Bidders are kindly requested to submit only one original document.
- Bidder will be required to attend the compulsory briefing session.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- Bidders are required to submit original and valid Tax Clearance Certificates – No copies will be accepted.

## **11 MANAGEMENT STRUCTURE**

11.1 This project will be managed through specific Regional project committees as follows:

- For Regional support, Project Execution plans will be evaluated and approved by the Regional Office with support from the National Programme Manager.
- For National Support, Project Execution plans will be evaluated and approved by the appropriated Directorate with support from the National Programme Manager.

11.2 Both Management Structures will be:

- a) responsible for ensuring equitable provision of support to WSAs within the province
- b) responsible for providing direction to the overall consulting services
- c) the structure to whom the consultant presents recommendations and progress reports concerning the consulting process

## **12 REPORTING**

12.1 The consultant shall be accountable to the responsible DWS National and Regional Coordinators and will therefore report directly to them.

12.2 A brief monthly report on progress against the key performance indicators, as outlined in the approved Project Execution Plan, should be submitted to the responsible DWS National

and Regional Co-ordinators. (These reports must be accompanied by the monthly invoices.)

### **13 TIME FRAME**

- 13.1 Cabinet has set 2019 as the target year for achieving reliable and sustainable Water Services delivery. As per the Local Government Elections to take place during 2016, new Councils will be established with term of office which will be in line with the targeted delivery period ending 2019. It is therefore proposed that the Term Contract will be valid until the end of the 2019 Financial Year.

**Direction to DWS Infrastructure Branch Training Centre**  
**From N1 South**

Follow the N1 North to R513 Sefako Makgatho Dr (old Zambezi Dr)

Turn right head east (Cullinan direction) on Sefako Makgatho Dr/R513 for 1.3 km

At robot Turn left onto R573 (Moloto Road)

Drive 10.9 km (passing SPAR and Roodeplaat Dam rowing club and over the hill)

Turn right at **Sign DWAF Training**(Lat -25.614844° and Long 28.354517°) and follow road for 1.1km

Turn left on gravel road and take at **Water Tower**(Lat -25.618491° and Long 28.364047°) and drive 400m till Security gate

Sign in and continue with road another 250m till **IBTC**.(Lat-25.618439° and Long 28.368786°)

