



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11500

DESCRIPTION

**PROFESSIONAL SERVICE PROVIDERS FRAMEWORK (TERM) CONTRACT FOR:
MULTI DISCIPLINARY PSP SERVICES FOR THE WATER & SANITATION
IMPLEMENTATION PROGRAMME FOR A PERIOD OF 48 MONTHS**

ISSUE DATE:

3 FEBRUARY 2025

CLOSING DATE:

6 MARCH 2025

TIME: 11:00

Briefing Session not Compulsory

Date: 19TH February 2025 at 11:00

Teams: [Join the meeting now](#)

Meeting ID: 390 794 569 814

Passcode: bL3LY33x

**SUBMIT TENDER DOCUMENT
TO**

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

OR

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

TENDERER: (Company address and stamp)

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. If this happens, please notify the Department.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder) The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 4	B	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
BBBEE Certificate/Sworn affidavit	D	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	E	Bidders are requested to provide copies of reg CSD Report.	
Certificate of authority for signatory	F	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorised individual	G	The ID copy to be attached should be that of a person authorised to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	H	Bidders are required to attach copies of the CIPC Certificates	
Bid Proposal	I	A detailed bid proposal in line with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11500	CLOSING DATE:	6 MARCH 2025	CLOSING TIME:	11H00
DESCRIPTION	PROFESSIONAL SERVICE PROVIDERS FRAMEWORK (TERM) CONTRACT FOR: MULTI DISCIPLINARY PSP SERVICES FOR THE WATER & SANITATION IMPLEMENTATION PROGRAMME FOR A PERIOD OF 48 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Mr SIPHO MAHLANGU	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 8289	
CELLPHONE			CELLPHONE	082 479 8946	
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	Mahlangus7@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

VALIDITY PERIOD IS 180 DAYS FROM THE CLOSING DATE OF BID.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

² 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.

the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (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 compiled 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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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 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 fulfillment 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 canceling 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 and in such manner as it 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 anti-dumping 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	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p>

		(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 is 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 Programme (NIP)	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.

Js General Conditions of Contract (revised July 2010)



RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.

2.

3.

4.

5.

6.

7.

8.

Held at _____

(place)
on _____

(date)
e)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in _____ *his/her
Capacity as: _____ (Position in the
Enterprise) and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

(code) Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



Page 1 of 1

Terms of Reference (TOR)

Professional Service Providers Framework (Term) Contract for:

Multi-disciplinary PSP Services for the Water & Sanitation Implementation Programme for a period of 48 months

05 December 2024
Version 4.0



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

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1 BACKGROUND

- 1.1 The Department of Water and Sanitation (DWS) as the custodian and sector leader in the water sector has a key role to play in ensuring the effective planning, development and management of water services infrastructure. The Department has previously successfully appointed and implemented planning term contracts for three cycles. The current Term Contracts will expire on 31 March 2025, therefore this initiative is to establish a new Professional Service Provider (PSP) database for Water & Sanitation Services support.
- 1.2 Significant budget allocations through various National Government Infrastructure Grants e.g. Municipal Infrastructure Grant (MIG), Regional Bulk Infrastructure Grant (RBIG) and Water Services Infrastructure Grant (WSIG) exists to assist with the planning and development of water services infrastructure. The effectiveness of these Grants is severely affected by the lack of structured and coordinated planning by the sector. The sector must meet a number of planning regulatory requirements emanating from the DORA requiring Regional Bulk Water and Sanitation Plans and the inclusion of Bulk projects into the Water Services Development Plans (WSDP) which form part of the Integrated Development Plans (IDP) of Water Services Authorities (WSAs).
- 1.3 Project Identification, Planning and Implementation should be the outflow of a comprehensive Local Government planning process that includes the development of Municipal reliability plans as well as Master Planning processes. What needs to inform these planning requirements are a more socio-economic, technical, financial, human resource and engineering analysis for the planning and development of new and refurbishment of existing water services infrastructure. The issue of effective management and full life cycle planning of water services infrastructure which includes regional bulk, internal bulk and reticulation has recently also become critical due to lack of adequate institutional capacity within the WSAs to effectively plan for water services delivery.
- 1.4 Initially as part of the RBIG and WSIG programme, the Department had allocated funding for the planning phases, and since 2018 funding has been earmarked by National Treasury under Water Services Planning Support that includes Project Identification (Initiation) and development of a project needs analyses viability checks, Feasibility Study, Preliminary Design Report (PDR), Implementation Readiness Study (IRS) and Business Plan for the proposed water services projects that have been identified. The Budget Facility for Infrastructure (BFI) has now also adopted this planning process and aligned with RBIG planning requirements for the approval of BFI projects.
- 1.5 Local Government Service Delivery Planning needs to be developed and implemented to align with National Government initiatives e.g. District Development Model (DDM), Strategic Development Goals (SDG), the National Water Resource Strategy 3 (NWRS 3) and the Medium Term Strategic Framework (MTSF). These planning protocols should address the following principles:
 - The existing portfolios of infrastructure projects
 - A credible project pipeline
 - Reporting protocols on how data is collected, consolidated, validated and verified for credibility
 - All plans must be spatially referenced and projects linked on how, why and by when
 - Consolidating a better understanding of community needs per WSA
 - Principle of longterm integrated development planning, imbedded to be used for Project Identification
 - Project priorities over five-year term period
 - Build on existing good practices
 - Focus on all WSA (144)
 - Produce single integrated plans
 - Common appreciation and understanding of service delivery dynamics and challenges
 - Long term Bulk and reticulation implementation plans to be developed
 - All revenue including income generated, grants and public sector investment to be allocated to the one plan concept
 - Determine infrastructure investment/funding requirements
 - Ensure long-term security of water
 - Address socio-economic risks and challenges within WSAs/Municipalities
 - Water Conservation and Water Demand Management (WC/WDM)

- Infrastructure Asset Management (IAM) over the lifecycle of the infrastructure
 - Human and Financial Resources for operations and Maintenance (O&M)
- 1.6 The Department is therefore committed through these programmes to ensure integrated water and sanitation services planning in all the Districts in South Africa.
- 1.7 The development of sustainable Water and Sanitation Services delivery (infrastructure) requires a well-structured strategic input that integrates whose content and context aligns directly to the structure of the Water and Sanitation Services Development Plan of a specific Water Service Authority (WSA). All work to be issued under this contract will be directly associated to any one or a combination of the two categories described below:

1.7.1 Category 1: Strategic Planning Disciplines

- Settlement Demographics
- Service Levels Profile
- Socio Economic Background
- Water Service Infrastructure Profile
- Operation & Maintenance
- Associated Services
 - Education
 - Health
 - Public Services
- Water use efficiency and Water Conservation & Water Demand Management
- Infrastructure Asset Management (IAM)
- Water Resources
- Financial Profile
- Water and Sanitation Services Institutional Arrangements Profile
- Social & Customer Service Requirements
- Needs Development Plan (Project Lists)
- Social Facilitation
- Any other associated topics

1.7.2 Category 2: Project Specific Implementation Professional Services Disciplines

- All activities related to the project implementation life cycle that includes but are not limited to project phases from conditional assessment, scoping reports, business plans, feasibility studies, implementation readiness studies, preliminary and final designs, construction tendering processes and supervision
- 1.8 The enabling environment for water and sanitation service delivery is well documented in the South African legislation with clear roles and responsibilities (powers and functions). The Constitution, Act 108 of 1996 Section Chapter 2, the Bill of Rights Section 27 (1) (b) states that everyone has the right to have access to sufficient food and water; thus elevating water and sanitation services as a basic human right. Section 152 (i) (b) stipulates that one of the objects of Local Government is to “ensure the provision of services to communities in a sustainable manner”.
- 1.9 National Government is required to support and strengthen the capacity of municipalities to manage their own affairs, to exercise their powers and to perform their functions. The DWS as the Water and Sanitation Sector leader is required to coordinate support to local government and report on the status of water and sanitation service delivery.

2 PURPOSE

- 2.1 The purpose of this Terms of Reference (ToR) is to guide the process and set specifications for the appointment of PSPs on a Provincial and National Water and Sanitation Services Delivery call-down list. After successful evaluation and recommendation, a database of preferred Professional Service Providers (PSPs) will be motivated for to be listed on the Term Contract for possible participation. The Term Contract database will be categorised into a National Database and nine Provincial Database of PSPs for each province and will consist of two categorized appointments dealing with broader local government planning as category 1 and specific project implementation services as category 2 appointments.
- 2.2 No funding or any commitment will be directly associated with the appointment of the pool of PSPs, and all work will be project specific on a call-down basis as and when required by any implementing authority from National Government, Provincial Government, Local Government and any other sector role-players directly involved in Water and Sanitation Services provision.
- 2.3 The purpose of this appointment is also to align and integrate all Water and Sanitation Services initiatives into a standardized structural approach towards sustainable and reliable Water and Sanitation Services Provision. All work done under this contract will strictly be implemented according to the ToR.
- 2.4 Any sector department / institution / organ of state can then also use the Term Contract, as it is legally described in the Municipal Supply Chain Management Model Policy, Section 32 "Procurement of goods and services under contracts secured by other organs of state". Local Government must forward an official request to the DWS for services acquired by another sphere, and a consent letter will be granted prior to use of the PSPs by the local sphere of government.

3 OBJECTIVE

- 3.1 Through the implementation of this framework contract, the Department's objective is to:
 - Fast Track appointment to ensure timeous project implementation
 - To provide direct support, if needed, to all Government institutions in Water and Sanitation Service Delivery activities ensuring an integrated and co-ordinated approach as well as fast tracking of projects for appropriate implementation.
- 3.2 Due to the multi-disciplinary nature of professional services required throughout the water services planning process, the PSP call-down lists will be separated and will consist of two appointment categories.

3.2.1 Category 1: Strategic Planning Disciplines

This support category will include all activities that are not directly related to a physical project implementation action, but rather project identification and planning related to improving sustainability of WSAs. These support activities typically consist of, but is not limited to, the following planning disciplines (referenced to par 6.3 of the Technical content of this ToR).

- Water Services Development Plans (WSDP)
- Local Government Master Plans
- Five Year Reliability Plans
- Water Conservation and Water Demand Management (WC/WDM) Disaster Management and other topic related strategic plans
- Needs assessments (scoping requirements) Provincial Bulk Master Plans
- Development of IT related Programmes to assist planning
- Development of Frameworks/Strategies/Policies
- Infrastructure Asset Management (IAM)
- Etc.

3.2.2 Category 2: Project Specific Implementation Professional Services Disciplines

This support category will enlist PSPs that declared their interest to provide services towards project implementation appointments that will include, but are not limited to:

- Conditional Assessment Reports
- Development of Feasibility Studies
- Project Technical Reports and Business Plans
- Implementation Readiness Studies
- Preliminary Design Reports
- Detailed Design Reports
- Project Tender Phase Management
- Project Implementation and Supervision/Contracts Management and close out

A PSP will typically be appointed under this category for a specific project and the services will contain part or the complete spectrum as bulleted above.

3.3 The PSPs will not necessarily qualify for enlistment on both categories but will be evaluated separately on their functionality score. The PSP also need to indicate their preference for appointments on either one or both categories.

3.4 The Department, through this appointment, will seek to ensure work ethics and consistency in all studies related to:

- Viability, value for money, affordability
- Risk Management issues – Register and mitigation measures
- Needs analysis, options analysis, due diligence, partnership management, Roles and responsibilities, value assessment, procurement plan, economic evaluation
- Regulatory requirements adherence

4 SCOPE

4.1 Some of the information to be utilized as input into any planning documentation will come from the DWS database and any new information will be captured on the DWS database after completion of the project. Information sharing through database management will form part of a critical aspect of this appointment. DWS' information on the DWS Water Services GeoDatabase will therefore not be utilized as the most updated version, but as a reference set to be updated during Feasibility Studies and any Project/Provincial planning initiatives etc.

4.2 This ToR outlines the specifications related to all Professional Services disciplines imbedded as part of the Water Services delivery life cycle (Figure A). The listed PSPs will be required to execute tasks within a structured framework based on specific instructions that will form part of a Project Execution Plan (PEP) developed for each specific project emanating from this Term Contract. The scope of this ToR therefore entails the development of a range of water and sanitation products such as amongst others the following:

4.2.1 Category 1: Strategic Planning Disciplines

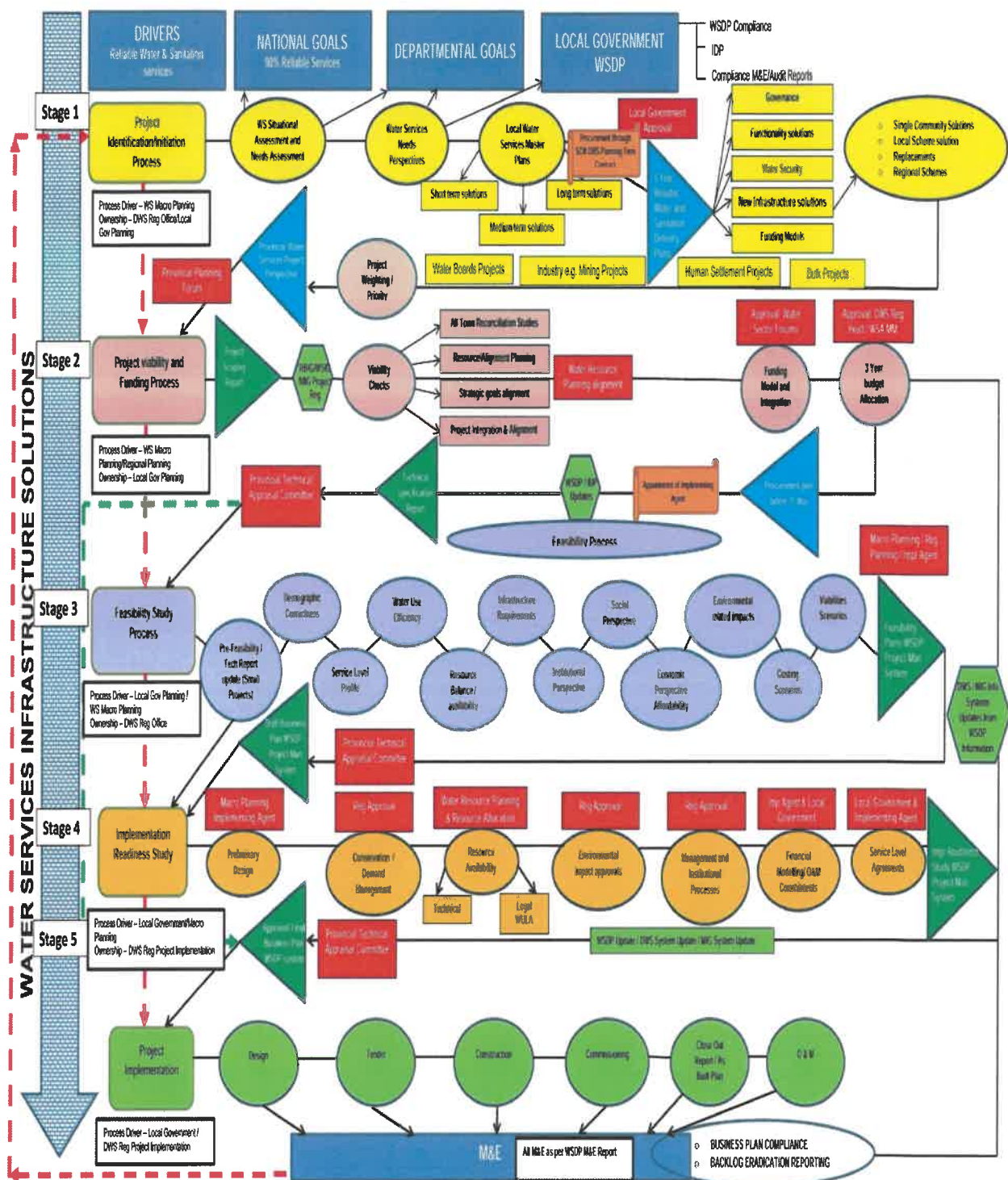
- National/Provincial Development Plans
- • National/Provincial Master Planning
- Water Service Authority or District Municipality Water and Sanitation reliability service delivery planning
- WSA WSDP planning support
- Compliance/Monitoring & evaluation plans and strategies
- Investment Frameworks & Costing modules
- Other Sector Departments vs community supply alignment plans
- Catchment Management Planning
- Water Conservation and Water Demand Management (WC/WDM) plans and strategies

- Disaster Management Plans
 - Emergency Programme Management
 - Floods and Drought Relief
 - Other Disaster related projects
- Needs assessment
- Any other Water & Sanitation Services topic related plans

4.2.2 Category 2: Project Specific Implementation Professional Services Disciplines

- Scoping Report
- Infrastructure Conditional assessment
- Technical Reports
- Feasibility Studies
- Project Business Plans
- Preliminary Design Report including drawings
- Special Services related to the development of Feasibility, Preliminary and Detailed Design reports, as well as Implementation Readiness Studies, including:
 - Stakeholder, Community Involvement/engagements (Social Facilitation)
 - Institutional arrangements
 - Environmental Impact Assessments and authorizations,
 - Land issues, wayleaves and servitude applications
 - GeoHydrological modelling
 - Hydrological modelling
 - Water Use License Application (WULA)
 - Water Balance (including WCWDM)
 - Topographic, Geotechnical, geohydrology, hydrology investigations
 - Corrosion protection analysis
 - Disaster/Climate change and power-outage resilient infrastructure considerations Surge and Water Hammer Analysis
 - Cost-Benefit Analysis
 - Financial modelling
 - Tarriff modelling and determination
 - Socio Economic Aspects
 - Capacity Building
 - Any options like for example Public Private Partnerships
 - Supporting Sourcing other forms of funding
 - Operation and Maintenance plans
 - Development of bankable offtake agreements
- Implementation Readiness Studies
- Update GeoDatabase with required information
- Detailed design Report including drawings
- Contract Tendering and adjudication Processes
- Contract Supervision Services

Figure A



5 METHODOLOGY

- 5.1 Whenever a water services sector stakeholder identifies a specific need and secure funding, a PEP with appropriate costing can be drafted with this ToR as reference structure. The enlisted PSPs will then be approached to submit quotations/costing for such tasks as outlined in the PEP. All work emanating from this ToR will therefore be executed on a specific PEP instruction format.

6 TECHNICAL CONTENT

- 6.1 The Technical content of specific intervention topics might change depending on the specific project needs. Therefore, the final specifications will appear in the specific PEP as a final instruction as and when required.
- 6.2 The use of the Water Services Professional Services Provider Term Contract will therefore be guided by the possible development of a specific task related to any or a combination of the Water and Sanitation Services Intervention Focus Points as stipulated below:

6.3 Category 1: Strategic Planning Disciplines

The Water and Sanitation Services delivery sector requires strategic direction and guidance to ensure service delivery targets are met. Situational assessments and strategic National Water & Sanitation services results from Census related surveys will be used to guide and develop strategic planning for Water & Sanitation implementation programmes. These plans will be developed on Local, DM, Provincial and National levels to enhance the knowledge transfer of the status of Water & Sanitation services delivery to the Departmental National Implementation Strategy.

6.3.1 National/Provincial Development Plans

National Treasury guidelines as well as DWS standards requires all projects to emanate from a proper Master Planning process. Provincial Master Plans are therefore a critical requirement which must align to the National Water and Sanitation Master Plan to ensure transparency and programme coherence at Provincial and Local level.

To ensure transparency on identified intervention projects, a Provincial Project Perspective should be developed and approved by the Provincial Planning Forum. The Provincial Water and Sanitation Services Planning Forum reviews, ensures cyclical integration (from source to tap and back to the source) and recommends the list of prioritized projects within the juristic area of the Water Service Authority. Municipalities as well as other key stakeholders are invited to attend the planning forum.

6.3.2 Water service Authority or District Municipality Water and Sanitation reliability service delivery planning

The PSP will collect all the data and spatial data in accordance with a Departmental specified data collation and management structure. No data will be accepted if it does not conform to this structure. The authentication and verification of all data will take place before the data is submitted. Once all the data has been submitted the Five Year Reliable Water and Sanitation Services Delivery Implementation Plan will be produced according to the Department's specifications.

- Obtain data structures from the Department and evaluation and update of information from the existing structures
- Confirmation of sanitation services needs
- Confirmation of water services needs
- Confirmation of current and future water and sanitation services projects
- Compile a Situational Assessment document
- Stakeholder engagement
- Situational Assessment document sign-off
- Develop and update comprehensive project database
- Re-define the Water & Sanitation needs to align to the following reliability categories: :
 - Functionality

- Water Security including Water Conservation and Water Demand Management
- New Infrastructure development
- Governance
- Financial Modelling
- Project linkage to needs assessment and new project scoping
- Project Prioritization and financial alignment
- Work stream outcome approvals
- Compile Five Year Reliable Water and Sanitation Services Delivery Implementation Plan

6.3.3 WSA Water Service Development Plan (WSDP)

Water Service Authorities (WSAs) might have a need to appoint a PSP to support them with their WSDP development process and/or any other associated tasks related to WSDP development. National support might also be needed for WSDP programme development. The PSPs should therefore familiarise themselves with the DWS WSDP web system content and requirements.

6.3.4 Compliance/Monitoring & evaluation plans and strategies

Support might be required for the development of monitoring systems as well as roll-out of programmes to ensure information flow into existing monitoring systems.

6.3.5 Investment Frameworks & Costing modules

Water and Sanitation Services Infrastructure Investment and costing modules are relevant at both Local and National level. The development of these frameworks and models might be required under this appointment.

6.3.6 Other Sector Departments vs community supply alignment plans

This entails the alignment with possible development plans of the other sector Departments and water service institutions etc. water and sanitation plans and supplies to communities and institutions.

6.3.7 Water Resource Management (Catchment Management Planning)

This might entail projects that link Water Resources Planning outcomes into the Water Services Sphere.

6.3.8 Disaster Management Plans

Support might be required during the institutional and technical programme development and implementation strategies for Disaster Management Plans related to amongst others the following:

- Drought and Flood Intervention Plans
- COVID-19 Intervention Plans
- Any other disaster mitigation planning activity required

6.3.9 Water and Sanitation Services Business Topic Planning

To enable an effective integrated planning structure, it is often required to do specific focussed planning developments for the following, but not limited, to these business topics.

- Financial Viability
- Infrastructure footprints – systems analysis plans
- Resource development plans
- Operation & Maintenance Plans
- Operation & Maintenance Rules
- WCWDM Strategies and Implementation Plans
- Asset Register Development
- Rainwater Harvesting
- Storm Water Harvesting

- Waste Water Reclamation
- Water Desalination
- Greywater
- Risk Assessment

6.3.10 DWS Water Services GeoDatabase / Information System Development

The information that will be produced in the compilation of the various planning documents must follow the information structure process for easy importation into the DWS Water Services GeoDatabase (ArcGIS Pro 3.x). The detailed breakdown of spatial data attributes for the DWS Water Services GeoDatabase can be acquired from the Directorate Water Services Planning Support. It is recommended that the prospective PSP familiarize themselves with all the data attributes requirements.

6.3.11 Institutional Planning

To enable sustainable planning, it is often required to do specific focussed planning developments to ensure institutional reliability of Water and Sanitation Services implementation projects and programmes. The following, but not limited, institutional plans can be required from PSPs for Local Government support related to the following bullets:

- Water Services Development Plans
- WSA Capacity Development
- W/S Institutional re-alignments
- Policy Development Plans
- Powers & Functions
- Due Diligence Report

6.3.12 Water Conservation and Water Demand Management (WC/WDM)

The review and development of Water Conservation and Water Demand Management (WC/WDM) strategies and plans for WSAs.

6.4 Category 2: Project Specific Implementation Professional Services Disciplines

6.4.1 Regional Bulk Infrastructure Grant (RBIG) and Budget Facility for Infrastructure Project planning Requirements

The RBIG/BFI process flow is presented in the table below:

WATER SERVICES PLANNING PROCESSES IN A NUTSHELL	
ITEM / PLANNING STAGE	PROCESS DELEGATION
REFURBISHMENT PROJECTS – Regional Bulk Infrastructure Grant (RBIG)	
1. Conditional Assessment Report Required for BFI projects <ul style="list-style-type: none"> • Also capture NT Cost Benefit Analysis (CBA) parameter as per the NT guidelines; • Socio-economic impact studies; • Financial models reflecting all funding sources; • Implementation and Management Capacity; • Procurement plan linking the packages to the financial models 	<ul style="list-style-type: none"> • Recommendation for approval by Provincial Technical Committee, signed-off by Provincial Head. • Recommendation for approval supported by CD: WSPS&I. • Conditional Assessment Report approved by DDG: W&SSM and handed over for implementation.
NEW AND UPGRADE PROJECTS – Regional Bulk Infrastructure Grant (RBIG)	
1. Needs assessment – First step of project planning process	2. Recommendation for approval by Provincial Technical Committee, signed-off by Provincial Head (compliments WSAs WSDP/IDP processes).
2. Scoping of confirmed needs, project viability and prioritization	<ul style="list-style-type: none"> • Recommendation for approval by Provincial Committee, signed-off by Provincial Head.

WATER SERVICES PLANNING PROCESSES IN A NUTSHELL	
ITEM / PLANNING STAGE	PROCESS DELEGATION
REFURBISHMENT PROJECTS – Regional Bulk Infrastructure Grant (RBIG)	
	<ul style="list-style-type: none"> Provincial Director: WSS Submits to Provincial Head & CD: WSPS&I for record.
3. Feasibility study (FS) – Options analysis of proposed solutions to confirmed needs Required for BFI projects <ul style="list-style-type: none"> Also capture NT Cost Benefit Analysis (CBA) parameter as per the NT guidelines; Socio-economic impact studies; Financial models reflecting all funding sources; 	<ul style="list-style-type: none"> Recommendation for approval by Provincial Technical Committee, signed-off by Provincial Head. FS approved by CD: WSP&I (as delegated by DDG: W&SSM).
4. Implementation Readiness study (IRS) <ul style="list-style-type: none"> Preliminary design Environmental Impact Assessment (EIA)* Water use licence authorization (WULA)* Funding & co-funding agreements* Land acquisition / Servitudes* Operation and maintenance agreements Water Services Development Plan, inclusive of WC/WDM Bankable Offtake agreements <i>*Specialised studies and regulatory approvals (determine readiness for implementation)</i> Update Geo-reference framework (database) Required for BFI projects <ul style="list-style-type: none"> Implementation and Management Capacity; Procurement plan linking the packages to the financial models 	<ul style="list-style-type: none"> Recommendation for approval by Provincial Technical Committee, signed-off by Provincial Head. Recommendation for approval supported by D: WSPS (Signed-off by CD: WSPSI). IRS approved by DDG: W&SSM (as delegated by the DG) and handed over for implementation.

6.4.1.1 Refurbishment projects

Conditional Assessment Report (Refurbishment Projects)

Where non-functional, problematic and unreliable infrastructure has been identified, the required mitigation measures and interventions required to restore functionality need to be informed by a methodical approach, the starting point of which is a conditional assessment. The conditional assessment and the associated report must capture the current condition of the existing infrastructure, identifying the root-cause of the lack of functionality and recommend mitigation measures to restore functionality, with associated cost-estimates and timeframes.

This conditional assessment and the development of the associated report should be undertaken and by relevant engineering professionals and where applicable by multi-disciplinary teams, consisting of civil, mechanical, electrical, process and geotechnical engineers. The accompanying assessment reports have to be signed-off by registered engineering professional.

The envisaged objectives and requirements of a Conditional Assessment Report are described below.

- Executive Summary
- Introduction
 - Project Background (Project name and description) and background on the affected Water Services authority (WSA).
 - Project Location (with co-ordinates) and Locality Plan with a polygon showing extent of project.
 - Problem definition.
 - WSAs track-record with operation and maintenance, both in terms of financial and human resource requirements and the fulfilment of those requirements.
 - WSAs track-record with security provision and incidents of vandalism.
 - Project Objectives.

- Project Scope and Limitations.
- Demographics
 - Names of communities/villages currently served by the infrastructure.
 - Baseline population/households served by the current infrastructure, based on StatsSA Census Data.
 - Population growth rates, based on StatsSA Census data.
 - Projected number of people/households that should be served by the current infrastructure, based on planning guidelines.
- Water/Sewer Demands
 - Current and Planned water/sewer levels of service based on planning guidelines.
 - Current and Projected water/sewer Demands. This will establish potential upgrade requirements.
- Water Resource compliance, availability and balance.
 - Latest water quality results.
 - Current approved water allocations to the scheme, confirmed by water use license specifying volume, assurance of supply and quality.
 - Compliance of final effluent quality with water use license.
 - Available surface and groundwater resources, including yields (million m³/a and Ml/day) and current allocations (million m³/a and Ml/day)
 - Current and projected Water Balance (sewer projects need to demonstrate there is enough water availability for the waterborne sanitation).
- Water Use Efficiency
 - Water conservation and water demand management strategy/plan in place?
 - Compliance to water conservation/water demand management objectives (acceptable water losses and appropriate plans to reduce/control water demand).
 - Water conservation and water demand management performance by the institution.
- Infrastructure Status quo and requirements
 - Existing infrastructure locality, with a geo-reference.
 - Infrastructure schematic layouts.
 - Existing process description.
 - Existing infrastructure's characteristics like:
 - Nominal diameters
 - Material type
 - Pressure rating
 - Yield (million m³/a and in Ml/day)
 - Hydraulic capacity (Ml/day or Ml in the case of storage reservoirs) etc.

The hydraulic capacity of the infrastructure should then be compared to current and projected demands that the infrastructure will be required to cater for. This will establish the infrastructure's suitability in both the short and long-term and establish any future upgrade requirements.
 - Existing infrastructure's condition, as per the Table 1 below.
 - Compliance to regulatory requirements (i.e Green/Blue Drop).
 - O&M requirements both in terms of financial and human resource requirements and whether these requirements were fulfilled.
 - Security measures in place to protect infrastructure against vandalism.
- Social, economic and environmental related impacts
 - Quantify social, economic and environmental impacts of problematic infrastructure, as per **Table 2** below.
- Mitigation measures and required interventions
 - Where infrastructure is deemed not-suitable, either due to its hydraulic capacity or due to its current condition, the conditional assessment report must provide recommendations with mitigation measures to restore functionality in the short-term (i.e refurbishment) and required long-term interventions to ensure sustainability in the long-term (i.e upgrades).
 - Programme Funding alignment
- Costing Scenarios
 - Detailed cost estimates and time frames for the implementation of the short-term mitigation measures to restore functionality.
- Conclusion and recommendations
 - Conclusions based on the conditional and hydraulic assessment of the existing infrastructure.
 - Recommendations to reinstate functionality in the short-term and potential upgrades to ensure the long-term sustainability of the infrastructure.

- Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals

Conditional assessment of the existing infrastructure and the quantification of the current state of the infrastructure's condition should be rated as per **Table 1** below. Ratings should take into account design and construction specifications like pipeline cover, crack widths etc. Photographic evidence must be provided to confirm the rating classification.

Table 1: Infrastructure condition rating

Grade	Description	Condition Description
5	Very Good	<ul style="list-style-type: none"> • New infrastructure (<1yr) • Completely refurbished • Excellent preventive maintenance
4	Good	<ul style="list-style-type: none"> • Fully functional without problems • Well maintained
3	Fair	<ul style="list-style-type: none"> • Infrequent break downs • Some record of maintenance • Some signs of deterioration
2	Bad/Poor	<ul style="list-style-type: none"> • Occasional Breakdowns • Operational interruptions • Inadequate maintenance • Visible deterioration
1	Very Bad/Poor	<ul style="list-style-type: none"> • Frequent breakdowns • Frequent interruptions • Visible critical defects • Refurbishment required
0	No Service	<ul style="list-style-type: none"> • Completely Non-functional • Urgent refurbishment required to restore functionality

The conditional assessments must also consider the consequence of failure and quantify the social, economic and environmental impacts of the problematic/non-functional infrastructure. These impacts should be quantified as presented in **Table 2** below:

Table 2: Infrastructure impact severity rating

Grade	Severity of impact	Measure
5	Catastrophic effect	Water supply interruptions exceeding 48 hours. 100-40% of Sewer infrastructure effluent is discharging into water resources or surroundings.
4	Major effect	Water supply interruptions exceeding 24 hours. 39-30% of Sewer infrastructure effluent is discharging into water resources or surroundings.
3	Significant effect	Water supply interruptions exceeding 6 hours in duration. 29-5% of Sewer infrastructure effluent is discharging into water resources or surroundings.
2	Minor effect	Water supply interruptions not exceeding 2 hours. 4-1% of Sewer infrastructure effluent is discharging into water resources or surroundings.
1	No effect	100% reliable water supply 0% of Sewer infrastructure effluent is discharging into water resources or surroundings.

Required for BFI projects

- Also capture NT Cost Benefit Analysis (CBA) parameter as per the NT guidelines;
- Socio-economic impact studies;
- Financial models reflecting all funding sources;
- Implementation and Management Capacity;
- Procurement plan linking the packages to the financial models

6.4.1.2 Upgrade Projects

Scoping Report

Once the needs have been identified and the prioritised and a properly sequenced pipeline of projects has been formulated, the projects need to be scoped and costed. The purpose of the Scoping Report is to refine the scope of a project aimed to address the identified need, including proposed options, a high-level scope of works and an order of magnitude cost-estimate. The Scoping Report must also demonstrate the overall viability of the project. The approved Scoping Report will then be used to determine the required funding for the development of the remaining planning studies (FS, PDR and IRS) and will be used as an input document for the development of the Feasibility Study.

The envisaged objectives and requirements of a Scoping Report are described below:

- Executive Summary
- Introduction
 - Project Background (Project name and description) and background on the affected Water Services authority (WSA).
 - Project Location (with co-ordinates) and Locality Plan with a polygon showing extent of project.
 - Problem definition.
 - WSAs track-record with operation and maintenance, both in terms of financial and human resource requirements and the fulfilment of those requirements.
 - WSAs track-record with security provision and incidents of vandalism.
 - Project Objectives.
 - Project Scope and Limitations.
- Demographics
 - Names of communities/villages currently served by the infrastructure.
 - Baseline population/households served by the current infrastructure, based on StatsSA Census Data.
 - Population growth rates, based on StatsSA Census data.
 - Projected number of people/households to be served, at the design horizon of the proposed infrastructure.
- Water/Sewer Demands
 - Current and Planned water/sewer levels of service based on planning guidelines.
 - Current and Projected water/sewer Demands.
- Water Resource compliance, availability and balance.
 - Latest water quality results.
 - Current approved water allocations to the scheme, confirmed by water use license specifying volume, assurance of supply and quality.
 - Available surface and groundwater resources, including yields (million m³/a and Ml/day) and current allocations (million m³/a and Ml/day)
 - Potential alternative water resources (rainwater harvesting, desalination, water use etc.)
 - Is there a Groundwater Management Strategy in place, that is aligned to the DWS Groundwater Standard Operating Procedure.
 - Compliance of final effluent quality with water use license.
 - Appropriate water resource choices & adequate water allocation for proposed (confirmed/approved by DWS: Water Resource Management regarding option and water use license (volume, assurance of supply & quality),
 - Current and projected Water Balance, supplied by a diversified water mix, including groundwater and wastewater re-use and desalination were viable (sewer projects need to demonstrate there is enough water availability for the waterborne sanitation).

- Water Use Efficiency
 - Water conservation and water demand management strategy/plan in place?
 - Compliance to water conservation/water demand management objectives (acceptable water losses and appropriate plans to reduce/control water demand).
 - Water conservation and water demand management performance by the institution.
- Infrastructure Status quo and requirements
 - Planning and design criteria.
 - Existing infrastructure locality, with a geo-reference.
 - Infrastructure schematic layouts.
 - Existing process description.
 - Existing infrastructure's characteristics like:
 - Nominal diameters
 - Material type
 - Pressure rating
 - Yield (million m³/a and in ML/day)
 - Hydraulic capacity (ML/day or ML in the case of storage reservoirs) etc.

The hydraulic capacity of the infrastructure should then be compared to current and projected demands that the infrastructure will be required to cater for. This will establish the infrastructure's suitability in both the short and long-term and establish any future upgrade requirements.
 - Existing infrastructure's condition, as per the Table 1 below.
 - Impact the existing infrastructure's condition is having on reliable services, as per Table 2 below.
 - Compliance to regulatory requirements (i.e Green/Blue Drop).
 - O&M requirements both in terms of financial and human resource requirements and whether these requirements were fulfilled.
 - Security measures in place to protect infrastructure against vandalism.
- Proposed options and scope of works
 - Several viable options to be investigated in the Feasibility Study.
 - High-level scope of works.
- Project Viability Confirmation

Confirm Alignment with:

 - Water Management Area Reconciliation strategies/All Town Reconciliation Strategies.
 - Water Resource allocations.
 - All National, Provincial and Local Government Strategies and Plans (i.e National Masterplan, Provincial Bulk Plans, 5-Year Reliability Plans and Water Services Development Plans (WDSP)).
 - Water Security Strategies.
 - Spatial Development Plans
- Costing Scenarios
 - High-level cost-estimate.
 - Funding requirements and availability for planning.
- Conclusion and recommendations
 - Conclusions based on the assessment of the existing infrastructure and the viability of the project concept.
 - Recommendations on options and aspects to be investigated further in the Feasibility Study.
- Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals

The conditional assessment of the existing infrastructure and the quantification of the current state of the infrastructure's condition should be rated as per **Table 1** below. Ratings should take into account design and construction specifications like pipeline cover, crack widths etc. Photographic evidence must be provided to confirm the rating classification.

Table 3:Infrastructure condition rating

Grade	Description	Condition Description
5	Very Good	<ul style="list-style-type: none"> • New infrastructure (<1yr) • Completely refurbished • Excellent preventive maintenance
4	Good	<ul style="list-style-type: none"> • Fully functional without problems • Well maintained
3	Fair	<ul style="list-style-type: none"> • Infrequent break downs • Some record of maintenance • Some signs of deterioration
2	Bad/Poor	<ul style="list-style-type: none"> • Occasional Breakdowns • Operational interruptions • Inadequate maintenance • Visible deterioration
1	Very Bad/Poor	<ul style="list-style-type: none"> • Frequent breakdowns • Frequent interruptions • Visible critical defects • Refurbishment required
0	No Service	<ul style="list-style-type: none"> • Completely Non-functional • Urgent refurbishment required to restore functionality

The conditional assessments must also consider the consequence of failure and quantify the social, economic and environmental impacts of the problematic/non-functional infrastructure. These impacts should be quantified as presented in **Table 2** below:

Table 4: Infrastructure impact severity rating

Grade	Severity of impact	Measure
5	Catastrophic effect	<p>Water supply interruptions exceeding 48 hours.</p> <p>100-40% of Sewer infrastructure effluent is discharging into water resources or surroundings.</p>
4	Major effect	<p>Water supply interruptions exceeding 24 hours.</p> <p>39-30% of Sewer infrastructure effluent is discharging into water resources or surroundings.</p>
3	Significant effect	<p>Water supply interruptions exceeding 6 hours in duration.</p> <p>29-5% of Sewer infrastructure effluent is discharging into water resources or surroundings.</p>
2	Minor effect	<p>Water supply interruptions not exceeding 2 hours.</p> <p>4-1% of Sewer infrastructure effluent is discharging into water resources or surroundings.</p>
1	No effect	<p>100% reliable water supply</p> <p>0% of Sewer infrastructure effluent is discharging into water resources or surroundings.</p>

Feasibility Study

The purpose of this Feasibility Study report is to outline the planning/design criteria and to determine projected water and infrastructure requirements and analyse them against existing water resources and infrastructure, identifying deficits and various options to address the identified deficits, culminating in the assessment of the various options to identify the most feasible option to address the identified need. The Feasibility Study also details all the necessary approval required regarding financial, institutional, social, economic, operations &

maintenance, environmental and viability criteria. These approvals will be required for the approval of the IRS. The Feasibility Study will be used as an input document into the preliminary design report. Only once the FS has been approved, can the service provider proceed to PDR and IRS.

The envisaged objectives and requirements of a Feasibility Study are described below.

- Executive Summary
- Introduction
 - Project Background (Project name and description) and background on the affected Water Services authority (WSA).
 - Project Location (with co-ordinates) and Locality Plan with a polygon showing extent of project.
 - Problem definition.
 - WSAs track-record with operation and maintenance, both in terms of financial and human resource requirements and the fulfilment of those requirements.
 - WSAs track-record with security provision and incidents of vandalism.
 - Project Objectives.
 - Project Scope and Limitations.
- Demographics
 - Names of communities/villages currently served by the infrastructure.
 - Baseline population/households served by the current infrastructure, based on StatsSA Census Data.
 - Population growth rates, based on StatsSA Census data.
 - Projected number of people/households to be served, at the design horizon of the proposed infrastructure.
 - Household and per Capita Income.
 - Number of indigent households to be served.
 - Number of urban households & people to be served
 - Number of rural households and people to be served
- Water/Sewer Demands
 - Current and Planned water/sewer levels of service based on planning guidelines.
 - Total Current water/sewer demands.
 - Total projected domestic water/sewer demands (Ml/day).
 - Projected free basic water/sewer portion of the total demands (Ml/day).
 - Projected education facilities water/sewer demands (Ml/day).
 - Projected health facilities water/sewer demands (Ml/day).
 - Other projected social sector water/sewer demands (Ml/day) i.e libraries, community halls etc.
 - Projected commercial/Industrial/Agricultural water/sewer demands (Ml/day).
 - Total projected water/sewer demands.
- Water Resource compliance, availability and balance.
 - Latest water quality results.
 - Current approved water allocations to the scheme, confirmed by water use license specifying volume, assurance of supply and quality.
 - Available surface and groundwater resources, including yields (million m³/a and Ml/day) and current allocations (million m³/a and Ml/day)
 - Potential alternative water resources (rainwater harvesting, desalination, water use etc.)
 - Is there a Groundwater Management Strategy in place, that is aligned to the DWS Groundwater Standard Operating Procedure.
 - Compliance of final effluent quality with water use license.
 - Appropriate water resource choices & adequate water allocation for proposed (confirmed/approved by DWS: Water Resource Management regarding option and water use license (volume, assurance of supply & quality),
 - Current and projected Water Balance, supplied by a diversified water mix, including groundwater and wastewater re-use and desalination were viable (sewer projects need to demonstrate there is enough water availability for the waterborne sanitation).
- Water Use Efficiency
 - Water Conservation and Water Demand Management (WC/WDM) strategy/plan in place?
 - Compliance to water conservation/water demand management objectives (acceptable water losses and appropriate plans to reduce/control water demand).
 - Water conservation and water demand management performance by the institution.
 - Impact of WC/WDM on Economic/Financial Viability of the Project

- Groundwater Protection in place (Groundwater protocol)
- Infrastructure Status quo and requirements
 - Planning and design criteria.
 - Existing infrastructure locality, with a geo-reference.
 - Infrastructure schematic layouts.
 - Existing process description.
 - Existing infrastructure's characteristics like:
 - Nominal diameters
 - Material type
 - Pressure rating
 - Yield (million m³/a and in MI/day)
 - Hydraulic capacity (MI/day or MI in the case of storage reservoirs) etc.

The hydraulic capacity of the infrastructure should then be compared to current and projected demands that the infrastructure will be required to cater for. This will establish the infrastructure's suitability in both the short and long-term and establish any future upgrade requirements.
 - Existing infrastructure's condition, as per the Table 1 above.
 - Compliance to regulatory requirements (i.e Green/Blue Drop).
 - O&M requirements both in terms of financial and human resource requirements and whether these requirements were fulfilled.
 - Security measures in place to protect infrastructure against vandalism.
 - Is the project part of the Master Plan?
 - Is the project incorporated into the WSDP of the WSA?
- Options analysis
 - Investigation into climate and power-outage resilient technologies.
 - Analysis of the latest technology options and their suitability for the proposed application, considering:
 - Full life-cycle cost (capital costs, operation & maintenance cost, inclusive of energy costs),
 - Environmental considerations
 - Practicality
 - WSA's financial and human resource capacity to properly operate and maintain the technology.
 - Susceptibility to vandalism
 - Climate and power-outage resilience
 - Analysis of bulk distribution networks options (pipeline routes, pump-stations and bulk storage) considering:
 - Full life-cycle cost (capital costs, operation & maintenance cost, inclusive of energy costs),
 - Environmental considerations
 - Practicality
 - WSA's financial and human resource capacity to properly operate and maintain the technology.
 - Susceptibility to vandalism
 - Climate and power-outage resilience
 - Pipe material selection.
 - Proof of best suited technology (pro's and con's per option).
 - O&M requirements and affordability of the proposed tariff of the proposed infrastructure.
- Costing Scenarios
 - Cost-estimates for the various technology options.
 - Cost-estimates for the various options presented.
 - Cost-estimates and implementation time-frames for the recommended option.
 - Capital cost acceptability (R/hh).
 - Financial analysis of cost and income projections (cash flows)
 - Financial viability and expected return on investment over expected useful life.
 - Calculation of social component/ co-funding
- Institutional Perspective
 - Stakeholders affected (Municipalities, Water Boards, Water User Associations, Downstream users). Proposed infrastructure should align with affected stakeholders water and sanitation infrastructure development plans.

- Which institution will be the owner of the infrastructure?
- Assess institution's financial, technical, supply chain, water resource and environmental management capacity to successfully implement, operated and maintain the proposed infrastructure.
- Institutional capacity ratings (Municipal Demarcation Board, CoGTA, National Treasury, MuSSA)
- Existing service agreements.
- Cost recovery system (including policy on free basic water and non-payment).
- Sustainable security measures to protect infrastructure against vandalism.
- Sustainable measures to minimize impact of power-outages on the reliability of the proposed infrastructure.
- Financial status, performance and creditworthiness of municipality and implementing agents
 - Proof of implementation capacity (e.g. capital expenditure over last 3 years)
 - History on past implementation quality & performance (e.g. functionality audits)
- Social Perspective
 - Have all stakeholders been identified and consulted on the current and future required level of service?
 - Community structure & leadership role.
 - Community population & growth rate.
 - Level of education & skills profile.
 - Income profile.
 - Proposed water or sanitation tariffs (R per kilolitre) and the affordability thereof, by user category.
 - Estimated number of jobs to be created (temporary and permanent, by gender & age category).
 - Contribution of the project towards poverty eradication, social upliftment and health improvement.
 - Number of associated services benefiting (e.g. schools, clinics, communal facilities).
 - Have the social, visual & tourism impacts of the proposed infrastructure been assessed?
 - Training, Facilitation and Capacity Building Scope of Work
- Economic Perspective Affordability
 - Have economic sectors been consulted?
 - Number of current businesses and industries to be served by the proposed infrastructure (by type and water use category e.g. Industries, mines, agricultural, economic sector (MI/d)). These water requirements should be incorporated into the total demands and water balance.
 - Has economic contribution been assessed?
 - Expected economic value to be generated by the new businesses (%GDP before & after) as a result of the project.
 - Number of SMME's and BEE enterprises to benefit (by type & monetary value/benefit) during project and as an indirect result of the project
 - Regional economic benefit from the proposed water users and their value chain integrated development objectives (socio-economic benefits, provincial growth & development objectives, IDPs and associated sector programmes like housing).
- Environmental related impacts
 - Has environmental reserve been considered in the yield modelling and water allocation to the scheme?
 - Environmental screening to establish the proposed infrastructure's impact on terrestrial and aquatic biodiversity, as well as visual, tourism, social and cultural. This will inform the Environmental Impact Assessment (EIA) requirements, as part of the environmental authorisation.
 - Screening to establish the proposed infrastructure's archaeological and cultural impact.
 - Has protection of groundwater been assessed/proposed?
- Viability Scenarios
 - Will the proposed infrastructure comply with legal requirements?
 - With the proposed infrastructure be sustainable (intended service can be reliably delivered over the design horizon of the proposed infrastructure)?
 - Is the proposed infrastructure feasible (practical/ implementable)?
 - Is the proposed infrastructure acceptable to all stakeholders?
 - Is the proposed infrastructure affordable to all end users?
 - Can the proposed infrastructure be successfully operated and maintained by the Water Services Authority (WSA).
 - Is the proposed infrastructure upgradeable beyond it's design horizon?
 - Risk assessment and risk mitigation.

- Conclusion and recommendations
 - Conclusions based on the options analysis and the viability of the preferred option.
 - Recommendations on aspects to be investigated further in the Preliminary Design Report.
- Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals

Required for BFI projects

- Also capture NT Cost Benefit Analysis (CBA) parameter as per the NT guidelines;
- Socio-economic impact studies;
- Financial models reflecting all funding sources;

Preliminary Design Report (Upgrade Projects)

Once the most feasible option has been selected, it is necessary to undertake further investigations and to further develop the preferred option into a Preliminary Design, ensuring that there is sufficient detail to obtain legislative approvals. These further investigations will be preliminary in nature, with the detailed investigation being undertaken during the detail design stage, once the project has been handed over to WSIDG for implementation. However, where detailed investigations are required for legislative approvals, those will be considered. The Preliminary Design will be reviewed and signed-off/accepted by a Professionally Register DWS Engineer. Once approved the Preliminary Design will be used as an input document into the IRS. Only once the PDR has been approved, can the service provider proceed to the IRS.

The envisaged objectives and requirements of a Preliminary Design Report are described below.

- Executive Summary
- Introduction
 - Project Background (Project name and description) and background on the affected Water Services authority (WSA).
 - Project Location (with co-ordinates) and Locality Plan with a polygon showing extent of project.
 - Problem definition.
 - WSAs track-record with operation and maintenance, both in terms of financial and human resource requirements and the fulfilment of those requirements.
 - WSAs track-record with security provision and incidents of vandalism.
 - Project Objectives.
 - Project Scope and Limitations.
- Demographics
 - Names of communities/villages currently served by the infrastructure.
 - Baseline population/households served by the current infrastructure, based on StatsSA Census Data.
 - Population growth rates, based on StatsSA Census data.
 - Projected number of people/households to be served, at the design horizon of the proposed infrastructure.
 - Household and per Capita Income.
 - Number of indigent households to be served.
- Water/Sewer Demands
 - Current and Planned water/sewer levels of service based on planning guidelines.
 - Total Current water/sewer demands.
 - Total projected domestic water/sewer demands (Ml/day).
 - Projected free basic water/sewer portion of the total demands (Ml/day).
 - Projected education facilities water/sewer demands (Ml/day).
 - Projected health facilities water/sewer demands (Ml/day).
 - Other projected social sector water/sewer demands (Ml/day) i.e libraries, community halls etc.
 - Projected commercial/Industrial/Agricultural water/sewer demands (Ml/day).
 - Total projected water/sewer demands.
- Water Resource compliance, availability and balance.
 - Latest water quality results.
 - Current approved water allocations to the scheme, confirmed by water use license specifying volume, assurance of supply and quality.
 - Available surface and groundwater resources, including yields (million m³/a and Ml/day) and current allocations (million m³/a and Ml/day)

- Potential alternative water resources (rainwater harvesting, desalination, water use etc.)
- Develop Groundwater Management Strategy that is aligned to the DWS Groundwater Standard Operating Procedure.
- Compliance of final effluent quality with water use license.
- Appropriate water resource choices & adequate water allocation for proposed (confirmed/approved by DWS: Water Resource Management regarding option and water use license (volume, assurance of supply & quality),
- Current and projected Water Balance, supplied by a diversified water mix, including groundwater and wastewater re-use and desalination were viable (sewer projects need to demonstrate there is enough water availability for the waterborne sanitation).
- Water Use Efficiency
 - Water conservation and water demand management strategy/plan in place?
 - Compliance to water conservation/water demand management objectives (acceptable water losses and appropriate plans to reduce/control water demand).
 - Water conservation and water demand management performance by the institution.
 - Leakage and Wastage Reduction
 - Consumer Water Use Reduction
 - Zoning and Pressure Regulation
 - Customer Services and Complaints System
- Infrastructure Status quo and infrastructure requirements
 - Planning and design criteria.
 - Design philosophy.
 - Codes of practice and standards used.
 - Material properties and design data.
 - Potable water standards/Sewer discharge standards.
 - Existing infrastructure locality, with a geo-reference.
 - Infrastructure schematic layouts.
 - Existing process description.
 - Existing infrastructure's characteristics like:
 - Nominal diameters
 - Material type
 - Pressure rating
 - Yield (million m³/a and in MI/day)
 - Hydraulic capacity (MI/day or MI in the case of storage reservoirs) etc.

The hydraulic capacity of the infrastructure should then be compared to current and projected demands that the infrastructure will be required to cater for. This will establish the infrastructure's suitability in both the short and long-term and establish any future upgrade requirements.
 - Summary of existing infrastructure's condition, as per the Table 1 above.
 - Compliance to regulatory requirements (i.e Green/Blue Drop).
 - Feasibility Study Summary (Options Analysis Overview).
 - Preliminary Land Survey.
 - Preliminary Geological Investigations.
 - Preliminary Topographic Survey.
 - Preliminary Surge and Water Hammer Analysis.
 - Preliminary Flood-line calculations.
 - Align the bulk infrastructure's Preliminary Design to the WSA's existing reticulation network and to the various projects listed in the WSA's WSDP. Confirming the exact location of interface between the bulk infrastructure and reticulation network and ensure design is tailored accordingly i.e offtakes are adequately sized.
 - Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
 - Investigate climate and power-outage resilient designs.
 - Confirmation of pipe material selection.
 - Process and component Selection.
 - Hydraulic preliminary designs and modelling.
 - Mechanical equipment preliminary designs.
 - Electrical, control and instrumentation preliminary designs.
 - Civil engineering preliminary designs.
 - Structural engineering preliminary designs.

- Proposed layout.
 - Develop a full Preliminary Design with the full suite of associated drawings.
 - Submit the necessary design documentation to local and other authorities for approval.
 - Operation and Maintenance (O&M) Plans inclusive of:
 - Operational procedures.
 - Operator Duties
 - Operator requirements.
 - Laboratory requirements for operational monitoring.
 - Human resource requirements.
 - The required O&M budget and the associated cost-reflective tariff to ensure a return of investment.
 - The plans should also look into strategies to minimize operational inefficiencies and performance failures of the proposed infrastructure.
 - Assessment of the current human and financial resource capacity of benefiting institution, versus the proposed O&M plan and the institutions readiness to properly operate and maintain the proposed infrastructure throughout it's entire life-cycle.
 - Security measures to protect infrastructure against vandalism.
 - Costing Scenarios
 - Detailed cost-estimates and implementation time-frames.
 - Capital cost acceptability (R/hh).
 - Financial viability and expected return on investment over expected useful life.
 - Conclusion and recommendations
 - Conclusions based on the preliminary investigations and preliminary design.
 - Recommendations on aspects to be finalised in the IRS and a schedule of surveys, tests and other investigations that will be required as part of the detail design. Also provide recommendations on aspects that need to be addressed on the reticulation network, to ensure the proposed bulk infrastructure seamlessly integrates with the reticulation network.
 - Legislative and regulatory requirements
 - Establish EIA requirements to be fulfilled as part of the IRS
 - Establish whether an implementing Agent Agreement will be required for implementation
 - Establish whether an infrastructure Ownership Agreement will be required, if so will have to form part of the IRS
 - Establish the requirements for a financing Agreement (Co-funding etc.) to be included as part of the IRS
 - Establish land, wayleave and servitude requirements to be fulfilled as part of the IRS
 - Establish O&M requirements to be fulfilled as part of the IRS
 - Establish Water Use License requirements to be fulfilled as part of the IRS
 - Establish Water Conservation and Demand Management (WCDM) Strategy requirements to be fulfilled as part of the IRS
 - Establish Asset Management Plan (AMP) requirements to be fulfilled as part of the IRS
 - Establish the requirements for a Council approved WSDP capturing aligned reticulation projects to be fulfilled as part of the IRS
 - Establish Mining permits (borrow pits) requirements to be fulfilled as part of the IRS
 - Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals

Implementation Readiness Study (Upgrade Projects)

Projects must be “**implementation ready**”. This implies that comprehensive planning must be undertaken to prove socio-economic benefit, financial viability, sustainability, legislative compliance and technical acceptability. Implementation readiness also implies that institutional arrangements, including infrastructure ownership and transfer of assets, institutional responsibilities, funding arrangements, agreement and commitments for both the implementation and sustainable operation and maintenance of the proposed infrastructure are in place. The funding for implementation of any project may only be released once DWS has indicated in writing that they are satisfied that the project is implementation ready, through an approved Implementation Readiness Study.

The envisaged objectives and requirements of the Implementation Readiness are described below:

- Executive Summary
- Introduction
 - Project Background (Project name and description) and background on the affected Water Services authority (WSA).
 - Project Location (with co-ordinates) and Locality Plan with a polygon showing extent of project.
 - Problem definition.
 - WSAs track-record with operation and maintenance, both in terms of financial and human resource requirements and the fulfilment of those requirements.
 - WSAs track-record with security provision and incidents of vandalism.
 - Project Objectives.
 - Project Scope and Limitations.
- Demographics
 - Names of communities/villages currently served by the infrastructure.
 - Baseline population/households served by the current infrastructure, based on StatsSA Census Data.
 - Population growth rates, based on StatsSA Census data.
 - Projected number of people/households to be served, at the design horizon of the proposed infrastructure.
 - Household and per Capita Income.
 - Number of indigent households to be served.
- Water/Sewer Demands
 - Current and Planned water/sewer levels of service based on planning guidelines.
 - Total Current water/sewer demands.
 - Total projected domestic water/sewer demands (MI/day).
 - Projected free basic water/sewer portion of the total demands (MI/day).
 - Projected education facilities water/sewer demands (MI/day).
 - Projected health facilities water/sewer demands (MI/day).
 - Other projected social sector water/sewer demands (MI/day) i.e libraries, community halls etc.
 - Projected commercial/Industrial/Agricultural water/sewer demands (MI/day).
 - Total projected water/sewer demands.
- Water Resource compliance, availability and balance.
 - Latest water quality results.
 - Current approved water allocations to the scheme, confirmed by water use license specifying volume, assurance of supply and quality.
 - Available surface and groundwater resources, including yields (million m³/a and MI/day) and current allocations (million m³/a and MI/day)
 - Potential alternative water resources (rainwater harvesting, desalination, water use etc.)
 - Groundwater Management Strategy that is aligned to the DWS Groundwater Standard Operating Procedure, where applicable.
 - Compliance of final effluent quality with water use license.
 - Appropriate water resource choices & adequate water allocation for proposed (confirmed/approved by DWS: Water Resource Management regarding option and water use license (volume, assurance of supply & quality),
 - Current and projected Water Balance, supplied by a diversified water mix, including groundwater and wastewater re-use and desalination were viable (sewer projects need to demonstrate there is enough water availability for the waterborne sanitation).
- Infrastructure Status quo and infrastructure requirements
 - Planning and design criteria.
 - Existing infrastructure locality, with a geo-reference.
 - Infrastructure schematic layouts.
 - Existing process description.
 - Existing infrastructure's characteristics like:
 - Nominal diameters
 - Material type
 - Pressure rating
 - Yield (million m³/a and in MI/day)
 - Hydraulic capacity (MI/day or MI in the case of storage reservoirs) etc.

The hydraulic capacity of the infrastructure should then be compared to current and projected demands that the infrastructure will be required to cater for. This will establish the infrastructure's suitability in both the short and long-term and establish any future upgrade requirements.

- Summary of existing infrastructure's condition, as per the Table 1 above.
 - Compliance to regulatory requirements (i.e Green/Blue Drop).
- Feasibility Study Summary (Options Analysis Overview).
- Full Preliminary Design Report as an Annexure.
- Stakeholder Acceptance of Technical Proposal.
- Signed and approved Operation and Maintenance (O&M) Plans inclusive of:
 - Operational procedures.
 - Operator requirements.
 - Laboratory requirements for operational monitoring.
 - Human resource requirements.
 - The required O&M budget and the associated cost-reflective tariff to ensure a return of investment.
 - The plans should also look into strategies to minimize operational inefficiencies and performance failures of the proposed infrastructure.
 - Agreement on operating responsibilities.
 - Legal & regulatory requirements.
 - Management (political & functional) requirements.
 - Commitment to operation requirements (operate infrastructure in accordance with operating rules, plans and manuals, etc)
 - Commitment to maintenance requirements (undertake the necessary preventative maintenance tasks, etc)
- Compliance to legislative and regulatory requirements
 - Ensure that there's an approved Water Use License, with adequate allocation for the proposed infrastructure.
 - Undertake Environmental Impact Assessment and ensure that there's an approved with Record of Decision.
 - Ensure that there's signed land access, construction and servitude registration agreements with affected land-owners, including private land-owners and Traditional Authorities and State-owned land. (Servitude registration will occur post-construction, but agreements and consents are required pre-implementation.
 - Pertinent Legislation (General, Administrative, Environmental, Land Tenure, Water Related).
 - Ensures that there's an Environmental Management Plan in place
 - Ensure that there's approved way-leave applications (SANRAL, ESKOM, TELKOM etc.)
 - Ensure that there's approved mining permits (borrow pits)
 - Project incorporated into and aligned to reticulation projects in the WSDP. WSDP should be council approved.
- Ensure that there's an approved Water Conservation and Demand Management strategy and implementation plan
 - Situation and WC/WDM assessment
 - Water reuse options and planned projects/programmes
 - Metering programmes
 - Leakage and wastage reduction programmes
 - Consumer water use reduction programmes
 - Zoning and pressure regulation programmes
 - Customer service and complaints system
 - Community awareness programmes
 - Measurable targets, against which WC/WDM performance can be assessed
 - Capital and operating budget requirements.
- Costing Scenarios
 - Detailed cost-estimates and implementation time-frames.
 - Capital cost acceptability (R/hh).
 - Financial viability and expected return on investment over expected useful life.
- Economic Perspective Affordability
 - Number of current businesses and industries to be served by the proposed infrastructure (by type and water use category e.g. Industries, mines, agricultural, economic sector (MI/d)). These water requirements should be incorporated into the total demands and water balance.

- Investigate potential for private sector investment/co-funding towards the total project implementation cost?
- Have other sources of funding been explored, including Public Private Partnerships (PPPs) for both implementation and O&M?
- Expected economic value to be generated by the new businesses (%GDP before & after) as a result of the project.
- Number of SMME's and BEE enterprises to benefit (by type & monetary value/benefit) during project and as an indirect result of the project.
- Regional economic benefit from the proposed water users and their value chain integrated development objectives (socio-economic benefits, provincial growth & development objectives, IDPs and associated sector programmes like housing).
- Co-funding calculation and commitment letter
 - Number of indigent people/households served by the proposed infrastructure.
 - Number of people/households that can afford to pay for services, served by the proposed infrastructure.
 - Projected free basic water/sewer portion of the total demands (Ml/day).
 - Projected education facilities water/sewer demands (Ml/day).
 - Projected health facilities water/sewer demands (Ml/day).
 - Other projected social sector water/sewer demands (Ml/day) i.e libraries, community halls etc.
 - Projected commercial/Industrial/Agricultural water/sewer demands (Ml/day).
 - Total projected water/sewer demands.
 - Total projected social water/sewer demand (summation of free basic water/sewer demands and social services water and sewer demands) (Ml/day).
 - RBIG funded social component (Total projected social water/sewer demand/Total projected water/sewer demands)
 - Co-funding commitment letter, committing to fund the remaining balance of the project cost-estimate.
- Financial Modelling Commitments
 - Available funding (Grant, loan, revenue & investment, Water Board, PPP).
 - Available co-funding and agreements
 - Is the proposed tariff cost-reflective
 - Water services affordable to all users?
 - Are revenues ring fenced?
 - Is % cost recovery acceptable?
 - Is cross-subsidization applied?
 - Is life-cycle costing applied?
 - Is scheme financially viable?
 - Cost elements (operating, maintenance, refurbishment and upgrading costs)
 - Revenue streams (water sales, rates and taxes, other)
 - Prepare appropriate budgets to ensure sustainable services
 - Maintain effective billing and cost recovery systems
 - Commitment and Implementation of Operation & Maintenance Plan:
 - Agreement on operating responsibilities
 - Management (political & functional) requirements
- Commitment of Financial management requirements:
 - Management of financial information (per type, date, description, reason):
 - Cost elements (operating, maintenance, refurbishment and upgrading costs)
 - Revenue streams (water sales, rates and taxes, other).
 - Prepare appropriate budgets to ensure sustainable services.
 - Maintain effective billing and cost recovery systems.
- Social Perspective
 - Number of jobs to be created (temporary and permanent, by gender & age category).
 - Contribution of the project towards poverty eradication, social upliftment and health improvement.
 - Training, Facilitation and Capacity Building initiatives to be implemented as part of the project.
 - Number of associated services benefiting (e.g. schools, clinics, communal facilities).
 - Have the social, visual & tourism impacts of the proposed infrastructure been assessed?
- Management and Institutional Processes
 - Organisation and leadership profiles (with CVs).
 - Are adequate skills and staff available?

- Proof institution's financial, technical, supply chain, water resource and environmental management capacity to successfully implement, operated and maintain the proposed infrastructure.
- Proof of implementation capacity (e.g. capital expenditure over last 3 years).
- History on past implementation quality & performance (e.g. functionality audits).
- Agreements on infrastructure ownership.
- Agreement on implementation responsibility.
- Agreements on funding responsibility.
- Updated cost recovery system, aligned to O&M requirements of the proposed infrastructure (including policy on free basic water and non-payment).
- Provision of sustainable security measures to protect infrastructure against vandalism.
- Provision of sustainable measures to minimize impact of power-outages on the reliability of the proposed infrastructure.
- Cooperation agreements between key stakeholders.
- Commitments for the above by institutional leadership (e.g. municipal mayor and council, Water Board CEO).
- Have alternative institutional arrangements been assessed i.e different Implementing Agents for the implementation phase?
- Community Structures (Population, population growth, labour market, education, household dynamics, household services).
- Income level and sources of income.
- Community Involvement (Participation process and strategy).
- Is ISD consultant in place?
- Status and proficiency of the Selected Water Services Provider (WSP).
- Legislative and Regulatory compliance
 - Recommend Implementing Agent Agreement for implementation if needed
 - Ensure infrastructure Ownership Agreement is in place
 - Ensure financing Agreement is in place
 - Ensure land, wayleave and servitude agreements are in place
 - Ensure O&M Agreement is in place
 - Ensure Water Use License is in place
 - Ensure Environmental Authorization is in place
 - Ensure Water Conservation and Demand Management (WCDM) Strategy is in place
 - Ensure Asset Management Plan (AMP) is in place
 - Ensure updated WSDP, capturing the bulk project and the aligned reticulation projects is in place and is Council approved
 - Ensure Mining permits (borrow pits) are in place
- Conclusion and recommendations
 - Conclusions on the implementation readiness of the project.
 - Recommendations on aspects that need to be finalised in the Detail Design stage and a schedule of surveys, tests and other investigations that will be required as part of the Detail Design. Also provide recommendations on aspects that need to be addressed on the reticulation network, to ensure the proposed bulk infrastructure seamlessly integrates with the reticulation network.
- Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals
- Update the DWS Geo-reference Framework and the WSDP Management System.

Required for BFI projects

- Implementation and Management Capacity;
- Procurement plan linking the packages to the financial models

6.4.2 Water Services Infrastructure Grant (WSIG) Project Planning Requirements

6.4.2.1 Project Business Plan Report

	PROJECT BUSINESS PLAN CRITERIA
1	Project Administration
2	Project Background
2.1	Project Overview
2.2	Demographics
3	Project Feasibility
3.1	Project Status
3.2	Project Viability
3.3	Service Level Perspective
3.4	Resource Perspective
3.5	Infrastructure
3.6	Operation & Maintenance
3.7	Legal
3.8	Financial
3.9	Planning Status of Institution
4	Milestones
4.1	Project Milestones
4.2	Project Performance Milestones
4.3	Project Impacts
5	Project Components
6	Socio-Economic Considerations
7	Project Costing
8	Project Cash Flow
8.1	Project O&M Cash Flow
9	Water Demand Analysis and WCDM Measures
9.1	Water Demand Analysis
9.2	Water Conservation and Demand Analysis
10	Project Risk Assessment
11	Affordability and Financial Considerations
11.1	Cost Component
11.2	Revenue
11.3	Household Contributions
11.4	Free Basic Services
12	Institutional Capacity and Implementing Agent
13	Declaration and Certification
14	Backlog of Service Applied For
14.1	Settlement List

6.5 Professional Service Provider Requirements for Implementation

6.5.1 RBIG/BFI/WSIG Detailed Design Report Requirements (Based on ECSA guidelines)

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

Scope of services

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultants' designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.

- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.
- Deliverables will typically include:
 - design development drawings
 - outline specifications
 - local and other authority submission drawings and reports
 - detailed estimates of construction costs.

6.5.2 RBIG/BFI/WSIG Tender Documentation and Procurement Requirements (Based on ECSA guidelines)

Scope of services

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Evaluate tenders.
- Prepare contract documentation for signature.
- Assess samples and products for compliance and design intent.
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Deliverables will typically include:
 - specifications
 - services co-ordination
 - working drawings
 - budget construction cost
 - tender documentation
 - tender evaluation report
 - tender recommendations
 - priced contract documentation.

6.5.3 RBIG/BFI/WSIG Construction Contract Administration, Inspection and Supervision Requirements (Based on ECSA guidelines)

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision-making.
- Attend regular site, technical and progress meetings.

- Inspect the works for conformity to contract documentation
- Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractors.
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review of all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.
- Deliverables will typically include:
 - schedules of predicted cash flow
 - construction documentation
 - drawing register
 - estimates for proposed variations
 - contract instructions
 - financial control reports
 - valuations for payment certificates
 - progressive and draft final accounts
 - practical completion and defects list
 - all statutory certification and certificates of compliance as required by the local and other statutory authorities.

Construction monitoring (Based on ECSA guidelines)

Quality assurance during construction refers to the engineering activities that are implemented to demonstrate to the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of a quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met is acceptable.

This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliance and related responsibilities, bearing in mind that the consulting engineer has a duty of care, while the client should strive to ensure quality and minimise life-cycle costs.

The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.

Level 1 construction monitoring services may suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. In most situations, however, more regular construction monitoring is required for quality assurance and certification. Refer to 3.2.2 (7) below.

Aspects that need to be considered when determining the degree to which additional construction monitoring services are required are:

- the type of work
- the discipline of the work (civil, structural, mechanical, electrical etc)
- the competency of the contractor and its related quality control system
- the speed with which critical elements of the work are covered
- the consequences of non-compliance
- the timing and ease of subsequent detection and rectification of non-compliance.

Arising from the above, three levels of construction monitoring may be defined and described, as follows:

Level 1: Periodic Construction Monitoring

The consulting engineer's staff must:

- visit the works at a frequency agreed with the client or at on-call basis at a notice time agreed with the contractor and the client, with extra visits for works completion inspections, provision of design/technical clarifications and inspections for works defects lists
- review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

Level 2: Part-time Construction Monitoring

The consulting engineer's staff, or part-time construction monitoring staff must:

- regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands; the frequency and duration of site visits are must be agreed in writing between the client and the consulting engineer prior to commencement of the services
- review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate
- where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

Level 3: Full-time Construction Monitoring (full-time staff resident on site for the duration of the works and paid for by the client as an additional service) The full-time construction monitoring staff must:

- maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate
- assist with the preparation of as-built records and drawings to the extent required in the agreement with the client(iii) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client

Level 1 construction monitoring is considered to be a basic level of service and is only suitable for the most simple, routine projects. The client must be aware of the risk associated with Level 1 construction monitoring because the consulting engineer is often unable to witness or inspect work prior to its being covered up and is not liable for hidden defects. On any project where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, industrial, commercial, retail and office buildings with complex electrical and mechanical works, Level 2 or Level 3 construction monitoring is required.

Where Level 1 construction monitoring is applied on a project and, for reasons beyond the control of the consulting engineer, additional site visits in excess of the frequency initially agreed with the client or are on-call basis, these must be undertaken by the consulting engineer and will be regarded as an additional service.

Most engineering work typically requires at least Level 2 monitoring to enable the engineer to inspect work prior to its being covered up. Examples may include witnessing the position of reinforcing steel prior to pouring

concrete, underground installations or installations above false ceilings. The consulting engineer may also require acceptance inspection and testing of various elements on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan. Level 2 construction monitoring does not allow for a full-time presence on site and so the consulting engineer and construction monitoring staff are unable to witness/inspect all work prior to its being covered up.

In the case of most civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.

In some instances, staff members are made available by the client to assist in construction monitoring, in which cases, these persons should report to and take instructions from the consulting engineer or an authorised representative of the consulting engineer to avoid mixed messages being passed to the contractor.

Occupational Health and Safety Act, 85 of 1993

Should the client require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following:

- The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 85 of 1993.
- The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 85 of 1993.

Quality assurance system

Where the client requires a quality management system or quality assurance services, over and above construction monitoring services, to be applied to the project, these are in addition to normal services provided by the consulting engineer and must be specifically defined and separately agreed in writing prior to commencement thereof.

Lead consulting engineer

Should the client require the consulting engineer to assume the leadership of a joint venture, consortium or team of consulting engineers of the same discipline, prescribed or requested by the client, the additional services may include the following:

- Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- Processing certificates or recommendations for payment of contractors.\

6.5.4 RBIG/BFI/WSIG Close Out Requirements (Based on ECSA guidelines)

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.
- Deliverables will typically include:
 - valuations for payment certificates
 - works and final completion lists
 - operations and maintenance manuals, guarantees and warranties
 - as-built drawings and documentation
 - final accounts.

6.6 Evaluation Methodology

The PSP must submit as part of their tender documentation a clearly marked document that consists of separate sections dealing with each of the evaluation topics.

- Past Experience
- Methodology
- Team Capacity
- Skills Transfer

If the PSP intends to participate in both Category 1 and 2 appointments, a separate section for each category needs to be submitted addressing all the evaluation criteria of each category.

The PSP must also complete the table reflected in par 6.6.6 to indicate on which category they wanted to be enlisted on, as well as their demographic location in SA.

Each of these sections must comply to the descriptives below to enable an efficient assessment and scoring as per Section 7 of this ToR.

6.6.1 Past Experience

Category 1: Strategic Planning Disciplines

Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude.

- Water Services Strategic/Macro Planning Projects
- Resource and Bulk Master Planning Development
- Information Services Management/Geodatabase projects

The PSP must be very specific in providing information on the number of projects completed as part of their past experience in the bulleted areas above. All of these projects needs to be referenced to ensure the authentication thereof. The PSP should also provide an executive summary as part of a motivational process to help the evaluation committee during the evaluation process.

Category 2: Project Specific Implementation Professional Services Disciplines

Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude as PSP for the development of:

- Water Resource (surface and groundwater) Development
- Water Treatment Works (WTW)
- Waste Water Treatment Works (WWTW)
- Bulk water and sewer pipelines
- Water and sewer Pumpstations
- Storage
- Reticulation
- Water Conservation and Demand Management Projects

The PSP must be very specific in providing information on the number of projects completed and value of the projects as part of their past experience in the bulleted areas above. All of these projects needs to be referenced to ensure the authentication thereof. The PSP should also provide an executive summary as part of a motivational process to help the evaluation committee during the evaluation process.

6.6.2 Methodology

Category 1: Strategic Planning Disciplines

To enable the Department to evaluate proposals on the methodology section, the PSP must submit:

An example of a generic Water & Sanitation Master Plan for a Water Service Authority or any other institution as part of the proposal package and be marked clearly as Category 1 Methodology Evaluation.

Part of the evaluation points for methodology will be based on a comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities. The process mapping should reflect the complete understanding of the PSP of the objectives of this ToR. The PSP will also be evaluated on the effectiveness of this process flow chart linking the company's personnel expertise between the flow chart and the Water and Sanitation Services Master Plan document.

Category 2: Project Specific Implementation Professional Services Disciplines

To enable the Department to evaluate proposals on the methodology section, the PSP must submit:

Previous completed project implementation documents related to a Scoping Report, Feasibility Study, Implementation Readiness Study Technical Report Project Business Plan development, Detailed Design, Tender Documentation and close out reports.

PSP to demonstrate success of projects completed on time and within budgets.

6.6.3 Team Capacity, qualifications and experience

Category 1: Strategic Planning Disciplines

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

- Experience in the water and sanitation sector
- Water and Sanitation Services development planning experience
- Engineering and technical water services planning expertise and 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 and Sanitation Services policy and legislation
- Management and knowledge of ArcGIS 10 as this GIS system is used by the department
- Experience with planning and execution of cross border schemes, whether locally or internationally can also add value to the experience of the PSP.

A document directly related to the requirements of this ToR that considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed). Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix. A comprehensive company profile specifically focussing on the Provincial footprint of offices and available personnel at Provincial Level.

Category 2: Project Specific Implementation Professional Services Disciplines

Refers to previous relevant projects and overall track record of the four key personnel as listed below:

1. Civil Engineering and other related Engineering disciplines in the Water and Sanitation Services environment Personne with ECSA Registration
2. Water Resources evaluation and modelling / Hydrogeologist;
3. GIS Specialists; and
4. Project and Contracts Management related experience with SACPCMP Registration

A document directly related to the requirements of this ToR that considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed). Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix. A comprehensive company profile specifically focussing on the Provincial footprint of offices and available personnel at Provincial Level.

It should be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.

Listing of client references indicating the following:

1. A minimum of two (2) contactable references
2. The services rendered and the duration of the project

6.6.4 Skills Transfer

The prospective bidders must submit a methodology related to the descriptive notes below:

In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water services planning environment and / or graduate trainees assigned by the Department to the project to obtain relevant training towards their professional Registration. Capacity building is realised through the following:

- Mentorship programme:
- Hands on practical training including field work
- Geographic Information System (GIS); Feasibility studies, Preliminary Designs; Resource availability and water balance determination.
- Develop a capacity building programme with quantifiable measures;
- Relevant software training and training manuals; and

6.6.5 Financial

There will be no financial proposals submitted with this bid as this is a Term Contract and work will be issued on an as and when required basis with an approved PEP/ToR. However, the prospective bidders are required to submit a Personnel Schedule, fees and tariffs table including responsibility level, position in team and charge rate per hour. The costing (through quotations) of each project will be included in the specific PEPs as and when the successful bidders are considered for specific projects.

6.6.6 Preferred Area of Participation and preferred area of Specialization

The PSP must be very specific on its personnel structure and available capacity within a specific geographic area or province during the submission of proposals. The PSP must not have a blanket approach of participating in all areas / provinces without having a dedicated office/team that has the necessary expertise and experience in the specific geographic area.

As part of the PSP submission, a specific document should be submitted under this heading outlining the geographical preference of participation as per table below.

For each preferred province, the PSP must supply information to enable verification of the claim e.g. proof of office location and project information and references of previous projects successfully completed in each province.

PROVINCE	CATEGORY 1: STRATEGIC PLANNING DISCIPLINES	CATEGORY 2: PROJECT SPECIFIC IMPLEMENTATION PROFESSIONAL SERVICES DISCIPLINES
	YES/NO	YES/NO
National		
Eastern Cape		
Northern Cape		
Western Cape		
Gauteng		
Free State		
Limpopo		
North West		
Mpumalanga		
KwaZulu Natal		

7 ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD		
2	Tax compliant with SARS (to be verified through CSD and SARS)		
3	Complete sign and submit SBD1 and SBD4		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPS) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form)		
7	Copy of an Identity document of the authorised individual to represent the Service Provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		
8	Non-compulsory Hybrid Briefing Session		

8 CRITERIA FOR SELECTION

8.1 Evaluation Criteria

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. A one-phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Functionality Evaluation

Category 1: Strategic Planning Functional / Technical Evaluation

Proposals submitted that scores above 70% will be motivated for appointment on the provincial and national database to be used for Category 1 and Category 2 disciplines as described in this ToR.

Functionality Criteria		Points value	Weighting Points Awarded
Past Experience	Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude.		25
	<ul style="list-style-type: none"> Water Services Strategic/Macro Planning Projects Resource and Bulk Master Planning Development Information Services Management/Geodatabase projects 		
	• 0 projects listed	1	
	• 1 – 5 relevant projects listed	2	
	• 5 – 7 relevant projects listed	3	
	• 7 – 10 relevant projects listed	4	
Methodology	• > 10 relevant projects listed	5	35
	Considers the responsiveness to the Terms of Reference through the level of the submitted master plan document and attention to project management and innovative approaches and ideas		
	<ul style="list-style-type: none"> Example of a local (Water Services Authority/DM) Water & Sanitation “mock-up” or original Master Plan Does each of the sections in the Master Plan report reflects the structural process and methodology as described in this ToR The structural process 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 must also be included Comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities 		
	All 4 items addressed to a high level of professionalism and completeness	5	
	All 4 items addressed with a medium level of professionalism and completeness	4	
	All 4 items addressed with an expectable standard of professionalism and completeness	3	
	Methodology items only partly addressed	2	
	Methodology items only partly addressed with a low level of completeness	1	

Functionality Criteria		Points value	Weighting Points Awarded
Team Capability	<p>Team Capacity will be evaluated based on the submitted company profile, personnel structure, company footprint and abbreviated CVs of personnel listed stating years of experience, evidence of similar work carried out previously and in what capacity</p> <ul style="list-style-type: none"> • The study leader should have a relevant experience of at least 15 years; • Team should have a range of experts in various fields: <ul style="list-style-type: none"> ○ Experience in the water and sanitation sector ○ Water and Sanitation Services development planning experience ○ Engineering and technical water services planning expertise and 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 and Sanitation Services policy and legislation <p>Management and knowledge of ArcGIS 10 as this GIS system is used by the department</p>		30
	The team capacity complies to all relevant fields with at least 15 years relevant experience of study leader and rest of the team has an advanced experience level in one of more of the topics listed	5	
	The team capacity complies to all relevant fields with at least 10 years relevant experience of study leader and rest of the team express a fair knowledge of the topics above	4	
	The team capacity complies to all relevant fields with at least 8 years relevant experience of study leader and rest of the team express a moderate knowledge of the topics above	3	
	The team capacity complies to all relevant fields with at least 5 years relevant experience of study leader and rest of the team express a low level of knowledge of the topics above	2	
	The team capacity complies to all relevant fields with at least 3 years relevant experience of study leader and rest of the team was listed as first time participants	1	
Skills Transfer Capacity building and training	<p>A skills transfer component with tangible outputs, related to the requirements as specified in par 8 of this ToR, will be used to evaluate.</p> <p>Provide clear proposals on Capacity building and training of DWS officials in project management and/or technical aspects to be undertaken as part of this Study.</p>		10
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	

Functionality Criteria		Points value	Weighting Points Awarded
	Training in a workshop format only including climate scenario projections	2	
	Training in a workshop format only excluding climate scenario projections	1	
Total			100

Category 2: Project Specific Implementation Professional Services Functional / Technical Evaluation

Functionality Criteria		Points value	Weighting Points Awarded
Past Experience	Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude as PSP for the development of: <ul style="list-style-type: none"> • Water Resource (surface and groundwater) Development • Water Treatment Works (WTW) • Waste Water Treatment Works (WWTW) • Bulk water and sewer pipelines • Water and sewer Pumpstations • Storage • Reticulation • Water Conservation and Demand Management Projects 		35
	No Response	1	
	1 – 5 Projects Listed	2	
	5 – 7 Projects Listed	3	
	7 – 10 Projects Listed	4	
	10 Projects Listed	5	
Methodology	Considers the responsiveness to the Terms of Reference through the submission of documents of previous projects completed relating to: <ul style="list-style-type: none"> • Scoping Report • Feasibility Study Report • Preliminary Design • Implementation Readiness Study Report • Technical Reports • Business Plan • Detailed Design • Tender Documentation • Close Out reports 		35
	Methodology items only partly addressed with a low level of completeness	1	
	Methodology items only partly addressed	2	
	All 9 documents submitted with an expectable standard of professionalism and completeness	3	
	All 9 documents submitted with a medium level of professionalism and completeness	4	
	All 9 documents submitted to a high level of professionalism and completeness	5	

Functionality Criteria		Points value	Weighting Points Awarded
Team Capability	Team Capacity will be evaluated based on the submitted company profile, personnel structure, company footprint and abbreviated CVs of personnel listed stating years of experience, evidence of similar work carried out previously and in what capacity. The personnel CVs should include professional registration compliancy as requested in Par 6.6.3 related to ECSA and SACPCMP.		20
	The team capacity complies to all relevant fields with at least 15 years relevant experience of the study leader and rest of the team has an advanced experience level in Water Services Planning Project Implementation	5	
	The team capacity complies to all relevant fields with at least 10 years relevant experience of the study leader and rest of the team express a fair experience of Water Services Planning Project Implementation	4	
	The team capacity complies to all relevant fields with at least 8 years relevant experience of the study leader and rest of the team express moderate experience of Water Services Planning Project Implementation	3	
	The team capacity complies to all relevant fields with at least 5 years relevant experience of study leader and rest of the team express a low level of knowledge with regards to Water Services Planning Project Implementation	2	
	The team capacity complies to all relevant fields with at least 3 years relevant experience of study leader and rest of the team was listed as first time participants	1	
Skills Transfer Capacity building and training	A skills transfer component with tangible outputs, related to the requirements as specified in par 8 of this ToR, will be used to evaluate. Provide clear proposals on Capacity building and training of DWS officials in project management and/or technical aspects to be undertaken as part of this Study.		10
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	
	Training in a workshop format only including climate scenario projections	2	
	Training in a workshop format only excluding climate scenario projections	1	
Total			100

9 REPORTING

Proper reporting structures will be put in place to ensure that the PSPs report on progress throughout the implementation of any specific PEP appointment.

- 9.1 Throughout the implementation programme of a specific PEP the appointed PSP will complete **monthly progress** reporting documentation as specified by the Department, or any specific IA that uses this contract. These monthly progress reports should be submitted with each payment certificate. No payment will be processed without compliance to reporting structures.
- 9.2 During implementation of a specific project, a **quarterly progress report** must be submitted to ensure compliance to key performance indicators as outlined in the PEP.
- 9.3 On the completion of any specific appointment under this Term Contract, the PSP will be required to submit a **project close-out report**. These reports must be submitted in the prescribed format of the Department SCM or any IA.

10 TIME FRAME

- 10.1 The utilization of the established panel and the validity of the contract shall be for a period of 48 months as per the Master Service Level Agreement start date and end date. Notwithstanding the Master Service Level Agreement to be signed during the establishment of a panel, each PSP will be required to sign the SBD 7.2 contract form for each appointment made from the term contract in line with the Project Execution Plan (PEP) developed for every specific project. The duration of the contract for each Professional Service Provider must be as per the individual Project Execution Plan.
- 10.2 All appointments on a specific Project Execution Plan must be made prior to the expiration of the contract date specified in the Master Service Level Agreement. The completion date of the Project Execution Plan will remain valid for the SERVICE PROVIDER to complete tasks within the timeframe specified in the Plan and the respective SBD 7.2 contract.

11 CONTACT PERSONS

Contact Persons	
For Procurement:	For Technical Matters
SCM Tell: 012 336 Cell: Email: Address: Private Bag X 313 PRETORIA 0001	STRATEGIC PLANNING DISCIPLINES Mr Stephen Marais Tel: 012-336-8290 E-mail: maraiss@dws.gov.za Address: Private Bag X 313 PRETORIA 0001 PROJECT SPECIFIC IMPLEMENTATION PROFESSIONAL SERVICES Mr Sipho Mahlangu Cell: 082-479-8946 Email: mahlangu7@dws.gov.za Address: 191 Francis Baard Street Private Bag X 313 PRETORIA 0001