



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

**REQUEST FOR BID**

**BID NUMBER: WP11469**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE INSTITUTIONAL PERFORMANCE ASSESSMENT PROGRAMME (IPAP) FOR THE ENTIRE WATER VALUE CHAIN, PILOT IMPLEMENTATION OF THE PROGRAMME AND PRODUCTION OF INSTITUTIONAL PERFORMANCE REPORTS FOR THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF 24 MONTHS**

**ISSUE DATE:**

**10 MAY 2024**

**CLOSING DATE:**

**13 JUNE 2024 AT 11:00am**

**SUBMIT TENDER DOCUMENT**

**TO**

**OR**

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

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

**Compulsory briefing session  
N/A**

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

**COMPILED BY: WINNIE DOLAMO  
DEPARTMENT OF WATER AND SANITATION**



## 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
SDB 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 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b> Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. <b>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</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>WP 11469</b>	CLOSING DATE:	<b>13 JUNE 2024</b>	CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE INSTITUTIONAL PERFORMANCE ASSESSMENT PROGRAMME (IPAP) FOR THE ENTIRE WATER VALUE CHAIN, PILOT IMPLEMENTATION OF THE PROGRAMME AND PRODUCTION OF INSTITUTIONAL PERFORMANCE REPORTS FOR THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF 24 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>ZWAMADAKA BUILDING ENTRANCE</b>					
<b>157 SCHOEMAN STREET</b>					
<b>PRETORIA</b>					
<b>0002</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Winnie Dolamo</b>	CONTACT PERSON	<b>Ms Sizani Moshidi</b>		
TELEPHONE NUMBER	<b>012 336 7338</b>	TELEPHONE NUMBER	<b>012 336 6614</b>		
FACSIMILE NUMBER	<b>0864890777</b>	FACSIMILE NUMBER	<b>N/A</b>		
E-MAIL ADDRESS	<a href="mailto:dolamow@dws.gov.za">dolamow@dws.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:moshidis@dws.gov.za">moshidis@dws.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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 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, 2017, 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-FILED THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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:

.....

**PRICING SCHEDULE**  
**(Professional Services)**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE MFOLOZI WATER PROJECT  
PHASE 1: FEASIBILITY STUDY: RAISING OF KLIPFONTIEN DAM**

NAME OF BIDDER: .....PROJECT NO: **WP11469**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **13 JUNE 2024**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

**ITEM DESCRIPTION BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total  
Estimated time for completion of all phases and including all  
Expenses inclusive of all applicable taxes for the project.

R.....

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

..... R..... Days

..... R..... Days

..... R..... Days

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

DESCRIPTION OF EXPENSE TO BE INCCURED  
AMOUNT

RATE

QUANTITY

..... R..... R.....

..... R..... R.....

..... R..... R.....

TOTAL: R.....

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

3.2. Other expenses, for examples accommodation (specify, e.g. Three  
Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.).

On basis of these particulars, certified invoices will be checked for  
correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

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

\*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 7338

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Ms Sizani Moshidi

Tel: 012 336 6614

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



## 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 interest<sup>1</sup> 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:

.....  
 .....

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**

<sup>1</sup> 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.

2.3.1 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 consortium<sup>2</sup> 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 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

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

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

### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....



## STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents Requirement for verification of Points allocation: -

#### Procurement Requirement

Women

Disability

Youth

Location

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

#### Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

**The definition and measurement of the goals above is as follows:**

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

**PC**= Points awarded for specific goal

**Mpa**= The maximum number of points awarded for ownership in that specific category

**P-own** = The percentage of equity ownership by the enterprise or business

**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.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.



- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 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

# **DEPARTMENT OF WATER AND SANITATION**



**TERMS OF REFERENCE FOR PROFESSIONAL SERVICE PROVIDER TO DEVELOP  
THE INSTITUTIONAL PERFORMANCE ASSESSMENT PROGRAMME (IPAP) FOR THE  
ENTIRE WATER VALUE CHAIN, PILOT IMPLEMENTATION OF THE PROGRAMME  
AND PRODUCTION OF INSTITUTIONAL PERFORMANCE REPORTS FOR THE  
DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF 24 MONTHS**

**(V2, 2024)**

**WP**

## 1. Background

The Department of Water and Sanitation (DWS) has a mandate to regulate Water Services Institutions as provided for in Section 155(7) of the Constitution of the Republic of South Africa (Constitution of South Africa, 1996) to see the effective performance in respect of water and sanitation services (schedule 4). The establishment of the unit dealing with economic regulation in 2014 consolidated the water services functions of economic regulation with the water resources functions. The assessment of the performance of institutions as primary in economic regulation is expanded to cover the water resources institutions to constitute the water sector Institutional Performance Assessment (IPAP).

The Strategic Framework for Water Services (2003) sets out a vision for the post-1994 water sector with specific goals and targets including roles for the various stakeholders in the sector which the DWS leads. The National Water Services Regulation Strategy (NWSRS) focused on the measurement and revealing the performance of water services institutions. The strategy brought with incentives based and risk-based regulation to encourage participation and good performance of WSIs during the infancy period of water services regulation. The implementation of the NWSRS gave birth to the two prominent water services technical regulation programmes namely Blue Drop and Green Drop certification programmes including a whole performance regulation programme the Regulatory Performance Measurement System (RPMS). The three programmes have been running together for years and had achieved enormous improvements in the performance of the WSIs with overwhelming interest from participants. The exercise has set up a competitive environment within an industry which is a natural monopoly which is the key reason why regulation of services must be conducted.

Over the past nine years (9) the Department of Water and Sanitation (DWS) has been measuring and monitoring the performance of Water Services Institutions (WSAs) through the Regulatory Performance Measurement System (RPMS). The RPMS is the tool developed to assist the DWS to consistently; transparently and objectively measure performance of WSIs in the water sector. The RPMS was informed by the National Water Services Regulation Strategy and has always been devoted much unto the Water Services Authorities (WSAs) and not to the entire water value chain. The main objective of the programme is to measure and reveal the performance of Water Services Institutions (WSIs) in the country. These institutions include CMAs; Proto-CMAs; Water Boards; Intermediaries and Water Services Authorities (WSAs). The performance measurement of these institutions is very important for their sustainability and viability. This will also ensure that the intended consumers receive quality services from the involved stakeholders. This document is intended to expand the current RPMS by revising the current WSAs approach, adding the Bulk and Raw water performance assessments. This will signal the need to revise the current WSAs performance measurement indicators (where necessary) and development of new indicators for both Bulk and Raw water supply performance measurement indicators.

Institutional Performance Assessment Programme (IPAP) is a programme designed to assess the performance of all water institutions in the country based on Key Performance Indicators within the various identified Key Performance Areas for institutions. The institutions to be covered are all the water resources institutions and all the water services institutions. The assessment of the performance of institutions has been adopted within the regulatory space of the department to be one of the effective approaches to regulation.

Whilst the Blue and Green Drop certification programmes have been revived it will be an advantage for the Institutional Performance Assessment Programme not to be left far behind since there are more areas of common interests that can be cost-effective and achieve coherence of the regulatory programmes through simultaneous roll-out. An

expanded scope of IPAP will help unify the sector in the understanding of the regulator with emphasis on the interdependence of the various institutions in the water sector space. It is intended in this proposed review that water resources KPIs will be developed from the National Water Resources Strategy (NWRS) to enable a complete value chain approach to regulation.

Section 62 of the Water Services Act empowers the Minister to monitor compliance of Water Services Institutions (as defined in the Act) against the norms and standards published under this Act, and adopted development plans, policy statements or business plans. The Minister has prescribed Norms and Standards in terms of the Water Services Act for Water Services Institutions to comply with in the performance of their water business. Section 9 of the Act makes provisions for norms and standards pertaining to technical performance, section 10 for tariffs and section 19 (5) for contracting within the sector. The Green Drop, Blue Drop and the No Drop cover the area of section 9 while the RPMS covers section 10 and 19 (5) of the Act. It is intended in this proposed review that water resources KPIs will be developed from the National Water Resources Strategy to enable a complete value chain approach to the regulation.

In terms of the NWRS (3), both the NWA (Act 36 of 1998) and the WSA (Act 108 of 1997) place the duty on the Minister to:

- Establish national monitoring systems on water resources as soon as reasonably practicable (NWA chapter 14; clause 137(1)). □
- Establish information systems linked to the national monitoring systems (NWA chapter 14; clause 137(2)).
- Ensure that there is a national information system on water and sanitation services. (WSA chapter 10; clause 67(1)).

The purpose of national information systems, (NWA chapter 14; clause 140), is:

- (a) To store and provide data and information for the protection, sustainable use and management of water resources.
- (b) To provide information for the development and implementation of the national water resource strategy; and
- (c) To provide information to water and sanitation management institutions, water and sanitation users and the public –
  - (i) For research and development;
  - (ii) For planning and environment impact assessments.
  - (iii) For public safety and disaster management; and
  - (iv) On the status of water resources.

The purpose of the national information system, (WSA chapter 10; clause 68), is:

- (a) To record and provide data for the development, implementation and monitoring of national policy on water and sanitation services; and
- (b) To provide information to water and sanitation services institutions, consumers, and the public –
  - (i) To enable them to monitor the performance of water and sanitation services institutions;
  - (ii) For research purposes; and
  - (iii) For any other lawful reason.

Therefore, the goal is to provide information needed for planning, decision making and operational water and sanitation management and related infrastructure at local, regional and national levels.



## **2. Purpose**

The purpose of this TOR is to appoint a dynamic and experienced PSP with suitable expertise and capacity to develop the Institutional Performance Assessment Programme (IPAP) thereby review and update the municipal sector and conceptualise the raw water and bulk sectors. The IPAP is a programme designed to assess the performance of all water institutions in the areas of finance, institutional effectiveness, technical efficiency, and risk management based on the Strategic Framework for Water Services (2003), Water Services Regulation Strategy (NWSRS) and the National Water Resource Strategy (NWRS).

The assessment of the performance of institutions has been adopted within the regulatory space of the department to be one of the effective approaches in regulation.

### **Objectives**

**The primary objective of this programme would be:**

The strengthening of the IPAP in the water sector ensuring that the full potential of the programme is realized and will have positive benefits for regulation function in the department thereby: -

- Enabling accurate reporting to reveal the true performance of the water services institutions over time.
- Improving on current inefficient practices, thereby promoting best practices
- Facilitating the design of regulatory and support interventions where required
- Ensuring that appropriate corrective measures are implemented to turn around the non-compliance make the required impact to improve the sector performance.
- Ensuring that WSI's meet their legal obligations, protect consumers' interests; and ensure environmentally sustainable services into the future.
- Providing accurate information to utilise in preparing of publications, conference papers and workshops for public consumption which enhance on the transparency of institutions and their performance.
- Promoting transparency by revealing performance through publications, incentives, feed-back and remedial action to performance will improve access to water with reduced unaccounted for water in the systems.

## **3. Business Needs Analysis**

The purpose of economic regulation is to ensure sustainable water supply and sanitation in an economic, transparent, and affordable manner. The Minister has powers in terms of section 62 of the Water Services Act to monitor compliance of the water services institutions with prescribed norms and standards in terms of the Act. One of the responsibilities of the regulator is to ascertain that the provider entities can supply water in a sustainable manner through monitoring their performance.

The establishment of a specific branch responsible for the regulation of the sector focused on the regulation of all the sector institutions such as Catchment Management Agencies (CMA), Irrigation Boards, Water User Associations, Water Services Authorities (WSAs), Water Boards and Intermediaries for both bulk potable and retail water and sanitation services. This expanded the scope of the programme from retail water to be a whole value chain programme differing from the original programme used to be from 2008 to 2014.

DWS as a National Regulator has the legislative and executive authority to ensure that water is provided within the premise of legislation, policies and prescribed minimum

standards. The provisions of the legislation, policies, norms and standards create baseline information against which the performance of the water institutions is measured.

The IPAP (including RPMS) was inceptioned in 2007/08 and contained a tool which assisted with processing of the data gathered from Water Services Authorities (WSAs) to reveal the performance of the institutions. Reports were published during the period 2008 – 2012 when RPMS was effectively running. The reports also provided an opportunity for WSIs benchmarking and rewards were offered to incentivise good performance.

The IPAP was revised in 2012/13 into a risk-based assessment with the system left unchanged. The support system utilised to process data could no longer be compatible due to the data format that changed drastically. The initial system was able to process the data and generate reports; generate Regulatory Actions to WSAs on the non-compliance identified and producing various reports which all got lost with the revision.

The scope of the performance assessment has expanded with the addition of other institutions which were not subject to assessment before. The establishment of CD: Economic and Social Regulation necessitated the assessment of performance of all water sector institutions. It is found proper to revise the RPMS and develop a new programme IPAP which accommodates the changes that has taken place which includes indicators for the new institutions and the system to run the programme.

The consolidation of performance regulation for the water institutions within the Chief Directorate requires new thinking and innovation to achieve the objectives set for regulation and need for efficiency gains: -

- For reasons that the other institutions do not have indicators readily available like in the WSRS and the SFWS, innovative and expert concepts are necessary for the development of new indicators.
- There is also need to review and update the already existing indicators for local Water Services Institutions (WSI) to give room for new knowledge and align with new developments in the sector.
- Transparency of the institutions can be achieved through the revealing of the performance which can only be realised if the performance is effectively assessed.
- During tariff assessment institutions are given areas that require remedial action over time for which progress need to be measured and tracked appropriately. This requires a dedicated programme in view of the number of institutions in the water sector.
- Benchmarking of institutions is continuously required of a regulator for the setting of trends that are utilised as baselines during tariff review, review of performance standards, best practice and creating a competitive environment within the sector.
- In contrast with the Municipal Strategic Self- Assessment (MuSSA) which focuses on self-assessment by Water Services Authorities only and limited to water services within the municipal sector, IPAP is a regulatory assessment and sector wide. It plays a major role in the review of powers and functions of water services authorities. The assessment is conducted by the regulator against regulatory performance indicators. The two are parallel processes which may be synergised on the confirmation of performance status quo of water institutions. The IPAP should also be able to audit the assessed results produced by the MuSSA in the water services authority's space.

Institutional Performance Assessment is not a duplication of all the three existing programme. It is unique however all the programmes are complementary to provide a holistic performance of water institutions which is critical for the achievement of policy objectives. The absence of IPAP is conspicuously visible in the department for the

implementation of the Water Services Improvement Plan (WSIP) of the department. The effective implementation of the IPAP will be critical in providing sound bases for the water sector institutional reform and alignment. The table below compares the Green, Blue, No Drops and the IPAP to emphasize a case of need for the IPAP.

The following Key Performance Indicators were proposed during the consultation with various Water Sector Institutions, namely Water Boards, Water Services Authorities, CMAs and Proto-CMAs prior to the Departmental decision of establishing a single CMA. The proposed key performance indicators were analysed after having noted that the Department is currently advocating for the establishment of a single CMA and all the KPIs were found to be still relevant at this stage. The KPIs will, however, be revised accordingly if any deviation through the single CMA establishment is detected. The objective will be to cover the assessment of the entire CMA functions in the long run. The following are therefore the proposed KPIs emanating from the consultation process:

Table 1: Proposed Key Performance Indicators

<b>PROPOSED KEY PERFORMANCE INDICATORS</b>	<b>EXISTING PERFORMANCE MEASUREMENT PROGRAMMES</b>
<b>KPI 1 - ACCESS TO WATER SUPPLY</b>	Proposed IPAP
<b>KPI 2 - ACCESS TO SANITATION</b>	Proposed IPAP
<b>KPI 3 - ACCESS TO FREE BASIC WATER</b>	Proposed IPAP
<b>KPI 4 - ACCESS TO FREE BASIC SANITATION</b>	Proposed IPAP
<b>KPI 5 - DRINKING WATER QUALITY MANAGEMENT</b>	Blue Drop System - Specifically focuses on drinking water quality.
<b>KPI 6 - WASTEWATER QUALITY MANAGEMENT</b>	Green Drop System - Specifically focuses on waste water quality.
<b>KPI 7 - CUSTOMER SERVICE QUALITY</b>	Proposed IPAP
<b>KPI 8 - INSTITUTIONAL EFFECTIVENESS</b>	Proposed IPAP
<b>KPI 9 - FINANCIAL PERFORMANCE</b>	Proposed IPAP
<b>KPI 10 - STRATEGIC ASSET MANAGEMENT</b>	Proposed IPAP
<b>KPI 11 - WATER USE EFFICIENCY</b>	No Drop System - Specifically focuses on water balance and technical efficiency.

The performance assessment which IPAP ushers is regulatory in nature and mandatory to regulators to ensure that institutions being regulated are compliant with minimum standards which are required for effective performance. It is also critical that regulators exist to ensure that service providing institution remains sustainable and relevant to the business they were established to render. Policy revision and decisions may be informed by the results which performance assessments reflect from time and time regarding the status quo within the institutions against the country's needs. The revision of policies and strategies cannot be as drastic as to deviate from basic business practice principles globally and locally. It is therefore not a risk and threat that current and future policy reviews may require significant changes in the design of the IPAP. The NWSRS and the NWRS existing versions have sufficient information which can sustain the IPAP for more years to come regardless of the periodic reviews which may only impact on the targets part of the strategy.

#### **4. Project Scope**

The objective of the appointment will be to assist the Department in the review and update of the performance assessment of the municipal sector, conceptualise the

raw water and bulk water sectors and the implementation of the expanded institutional performance regulation programme in a risk management approach as outlined hereunder but not limited to these.

The project will focus on the development of IPAP as well as undergo a name change to adopt a suitable name which aligns this programme with other performance regulatory programmes in the department such as Blue Drop, Green Drop and No Drop.

The project entails the development of the institutional performance assessment programme for the entire water value chain consisting of raw water institutions such as Catchment Management Agencies and Water User Associations, bulk water institutions such as Water Boards and other bulk water providing institutions and retail water and sanitation services institutions such as water services authorities (WSAs), water services providers (WSPs) and Water Services Intermediaries.

### **Details of the project.**

**The project concerns the development of the IPAP programme and the details are as follows:**

#### **4.1 Revision of IPAP programme**

- Revise the 8 Key Performance Indicators (KPI) in the National Water Services Regulation (NWSRS) and Strategic Framework for Water Services (SFWS) to comply with the latest developments in the water and sanitation sector.

#### **4.2 Develop the Key Performance Indicators for the assessment of Water Boards and other bulk water providers (intermediaries') performance and align them with those prescribed in the NWSRS and SFWS.**

- Develop the Key Performance Indicators for the assessment of raw water institutions performance (CMAs, Water User Associations, Irrigation Boards and WTE/ Water Resource Infrastructure institutions) and define them within the areas of finance, customer relations management, institutional effectiveness and align them with those prescribed for the water services institutions in the NWSRS.
- Develop appropriate data collection tool suitable for each of the Water Institutions: WSAs, Water Intermediaries; Water Boards, and Catchment Management Agencies.
- Design and develop appropriate score cards suitable for each institution mentioned above.
- Design and develop an IPAP reporting framework within which each sector of the value chain will report performance.
- Develop a reporting framework on the regulatory actions which are generated from the report.
- Develop a project pilot plan and develop a report for the pilot.

## **5. Deliverables from the Project**

The service provider is expected to deliver within the project scope as outlined in the Terms of Reference to the satisfaction of the client (DWS) the following specific deliverables but not limited to the listed. The service provide must also ensure that the deliverables are completed on time and within the budget provided for the project. The PSP will be expected to deliver on the following: -

### **5.1 Develop project inception report which will**

- Project inception report which will include the Project Execution Plan (PEP) and the status quo analyses. The report must also define the deliverables, the tasks and the time frames in each of the deliverables that will be undertaken.

### **5.2 Development of indicators for raw, bulk and retail water institutions**

5.2.1 Revised performance indicators (KPIs) for the retail water institutions (WSA; WSP; WSI) relative to the SFWS and NWSRS. The indicators should include sanitation as part of the whole local government water services.

5.2.2 Performance indicators (KPIs) for the potable bulk water institutions (WB, and other bulk Water Services Providers) which must align with the SFWS and NWSRS.

5.2.3 Performance indicators for water resources institutions in terms of the current institutional arrangements (CMA; WUA; IB).

### **5.3. Development of tools and reporting framework**

5.3.1 Data Collection tools which are clear and easy to implement accompanied by a checklist for each of the group of institutions listed above.

5.3.2 Score cards that are appropriate for the respective groups of institutions and compatible with the respective data collection tools.

5.3.3 IPAP reporting framework for each segment of the water value chain (raw, bulk and retail) to be utilised for reporting the performance of the institutions.

### **5.4 Piloting of the project**

5.4.1 Pilot the programme over a selected sample of institutions.

5.4.2 Compile performance reports

5.4.3 Close up report

The above deliverables have not been ordered in any specific sequence but randomly listed. The PSP may arrange them in chronological order if it is deemed fit to follow a particular sequence on condition that it is done on inception and brought to the attention of the Steering Committee for consent.

## **6. Financial implications and Timeframe**

6.1 The duration of this project is 24 months from the date of signing of contract with the Professional Service Provider.

The project will be managed by the Chief Directorate: Economic and Social Regulation and funds are available in the budget of the Chief Directorate. All rates will be within the Department's agreed Key Performance Indicators. Consultants are to prepare a detailed work plan and related budget for the 24 months. All invoices from the service provider will be approved and paid on the PSP's successful submission of the deliverables as outlined above within the expected quality and not only time bound. Each deliverable shall have a budget attached to it for proper budget management against the milestones. The approach is that:

- The project will be deliverable based
- Each deliverable will have its budget

- The claims will be based on the completion of milestones that have been approved and accepted by ESR
- The project will be cost centre driven, i.e. the delivery of the project hinges on the following cost centres:
  - a. Project Delivery
  - b. Project Management and Administration
  - c. Travel and Accommodation
  - d. Disbursements

## **7. Competencies required**

The appointed professional service provider (PSP) will be required to have at least a skills and (proven) extensive experience of at least 5 years in:

- Experience in monitoring and evaluation
- Experience in project management
- Qualifications in Organizational Development.
- Knowledge and experience in Performance Development and Monitoring
- Knowledge and experience in utilities Performance Indicators development
- Knowledge and experience in utility regulation.
- Qualifications and experience in Business and Finance
- Qualifications and experience in Social Sciences
- Experience and exposure in the policy environment
- Qualifications and experience in the legal field
- Experience in business process development; and
- Proficiency in English (both writing and speaking)
- Knowledge of the water sector
- Exposure to risk management

The staff from the Chief Directorate Economic and Social Regulation will form part of the project team.

## **8. Project Management and Reporting**

The project will be managed by the Chief Directorate Economic and Social. PSP are to indicate who from their team will take overall responsibility as Project Leader. The overall Project Leader must have extensive project management experience as well as be able to allocate sufficient time for the management of this project. PSP should appoint a project co-ordinator (administrator) who will be a full-time resource in the project and may be based within DWS premises performing administrative task related to the project.

The central point of contact with the Department will be the Chief Directorate Economic and Social where the PSP will report to on a regular basis. Quarterly written progress that indicate objectives, verifiable indicators, outputs and progress towards achieving these must be submitted. A final close out report must be submitted at the end of the consulting assignment.

- The Chief Directorate: Economic and Social Regulation will nominate the Project Manager to manage the project on behalf of the Client (DWS). The PSP will nominate a Project Leader for this project.
- Submission of work plans and regular review of progress will be standard practice.
- Background work will be done to gather relevant information, including consultative processes and identification of similar work that has been undertaken to ensure linkages in place are strengthened.

- All outputs will be developed in consultation with the Department, primarily the Economic and Social Regulation Chief Directorate.
- Documentation and relevant system developments will be finalized to the satisfaction of the Director: Raw Water, Director: Bulk Water, Director: Retail Water and Chief Director: Economic Regulation
- Project Steering Committee meetings will be held regularly on the presentation of deliverables by the PSP, the plan will be finalised on the finalisation of the timelines on the execution plan of the project.

## 9. Transfer of Skills

The Department's policy requires that the use of PSP must benefit the human resource within the department itself. Hence, the PSP will be expected to work in close co-operation with the Project Manager and other DWS officials as part of the transfer of skills. Further to this, the consultant must in the proposal take this requirement into consideration.

## 10. Project Proposal

The following must be contained and adhered to in the submission of a proposal: -

- Interpretation of the task at hand [not exceeding 6 A4 pages]
- Introduction of your organization [not exceeding 1 A4 page]
- Introduction of your proposed team with specific reference to appropriate qualifications and experience [not exceeding 2 A4 pages per individual]
- A separate financial proposal for the execution of the project
- Required bidding documents as indicated below

## 11. Administrative Criteria

No	Criteria	Yes	No
1	Bidders must be registered with National Treasury Central Supplier Database (CSD). Proof in the form of print-out from CSD is required		
2	Tax compliance with SARS (verified through CSD and SARS)		
3	Bidders must complete, sign and submit SBD 1, SBD 3.3, SBD 4, SBD 6.1		

## 12. Evaluation Criteria

The 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](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A two-phase evaluation criterion will be considered in evaluating the bid

Phase 1: Functional/ Technical Evaluation

Phase 2: Points awarded for the Price and Preference for Specific Goals

## PHASE 1: FUNCTIONAL / TECHNICAL EVALUATION

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
<b>Qualifications of Project Team Leader</b>	Project Team Leader should have Masters and/or Honours degree and/or Bachelor's degree and/or National Diploma qualifications in at least any of the following as outlined below: 1. Social sciences; or 2. Environmental Science; or 3. Legal; or 4. Finance or Accounting or Financial Management; or 5. Business Administration; or 6. Organizational Development or 7. Project Management; or 8. Monitoring and Evaluation; or 9. Risk Management  (Bidders are requested to attach abbreviated <i>Curriculum Vitae</i> , copies of qualifications)		10%	
	Master's Degree (NQF 9) in any of the listed 9 qualifications.	5		
	Honours Degree (NQF 8) (or relevant Four-year degree) in any of the listed 9 qualifications.	4		
	Bachelor's Degree/ B-Tech Degree (NQF 7) in any of the listed 9 qualifications.	3		
	National Diploma (NQF 6) in any of the listed 9 qualifications.	2		
	Below NQF 6 in any of the listed 9 qualifications.	1		
<b>Qualifications of Other team members</b>	Other Team members should have Masters and/or Honours degree and/or Bachelor's degree and/or National Diploma qualifications in at least any of the following as outlined below (at least 6 team members with different qualifications are required):  1. Social sciences or 2. Environmental Science; or 3. Legal or 4. Finance or Accounting or Financial Management; or 5. Business Administration; or 6. Organizational Development or 7. Project Management; or 8. Monitoring and Evaluation; or 9. Risk Management  Bidders are requested to attach copies of			



Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Qualifications.			
	Master's Degree (NQF 9) in any of the listed 9 qualifications.	5	10%	
	Honours Degree (NQF 8) (or relevant Four-year degree) in any of the listed 9 qualifications.	4		
	Bachelor's Degree/ B-Tech Degree (NQF 7) in any of the listed 9 qualifications.	3		
	National Diploma (NQF 6) in any of the listed 9 qualifications.	2		
	Below NQF 6 in any of the listed 9 qualifications.	1		
<b>Expertise of Task Leaders</b>	Expertise of Task Leaders will be realized through the technical skills and professional skills of the project team i.e. ability to function in a multidisciplinary team, understanding professional and ethical responsibility, ability to communicate effectively, and regional knowledge of the project (3 task leaders will be required)		15%	
	Expertise (technical and professional skills) is needed from project team members in each of the following study components/fields:			
	1. Business Administration; or			
	2. Performance Management, or			
	3. Monitoring and Evaluation; or			
	4. Report Writing, or			
	5. Financial Management/ Accounting; or			
	6. Data collection and processing; or			
	7. Risk Management;			
	8. Organizational Development; and			
	9. Legal			
	(Bidders are required to attach abbreviated Curriculum Vitae (CV) highlighting the areas of work that the Task Leaders have previously conducted.			
	All 9 components above be included.	5		
	Fields 1 to 7 be included	4		
	Fields 1 to 4 and 7 be included	3		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Fields 1 or 3 or 4, or 7 to 4 be included	2		
	Any 2 study components above be included	1		
<b>Experience of Task Leaders</b>	Past Experience for project team members must include relevant experience in performance evaluation or benchmarking or monitoring and evaluation related projects and overall track record as a team. A maximum of 3 task leaders with a minimum of 6 years' experience is required (Bidders are required to attach abbreviated Curriculum Vitae (CV))		10%	
	All Task Leaders have 6 years' experience and above	5		
	2 Task Leaders have 6 years' experience and above	4		
	1 of Task Leaders have 6 years' experience and above	3		
	No Task Leaders that have 6 years' experience and above	0		
<b>Experience of Team Leader</b>	The Project Team Leader should demonstrate knowledge of project management on contract to the value of 500 000 and above.  Project Team Leader must submit signed reference letters with contactable references from previous clients/employer. Reference letter must indicate service rendered, the duration and the value of the project.  <b>Note that only completed projects in any of the areas listed: monitoring and evaluation related or performance evaluation of any institutions or benchmarking or any water sector related projects will be accepted with a minimum value of R500 000.</b>		5%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
<b>Company track record</b>	Companies are required to provide proof that they have facilitated / performed similar projects in monitoring and evaluation related or performance evaluation of any institutions or benchmarking related or any			

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	water sector related projects and proof that such project/s was/were executed successfully as well as their contactable references. Bidders must submit signed reference letters from previous clients/employer.		15%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
<b>Methodology</b>	The bidder must demonstrate an understanding of the ToR, Clarity and conceptualization of methodology, appropriateness of approach within the current water and sanitation sector context.  Project plan and broad methodologies in line with the task descriptions outlined under project scope / task description, with clear milestones and timeframes for each task to be completed.  The following items must be included:  1. Project Control Plan 2. Project Execution Plan 3. Broad methodologies in line with the task descriptions outlined under project scope/ task description. 4. Clear milestones, and timeframes for each task to be completed. 5. Evaluation and supervision of work.		20%	
	All 5 items above should be included.	5		
	Item 2, 3, 4 and 5 should be included.	4		
	Item 1, 2, 3 and 4 should be included.	3		
	Item 1, 2 and 3 should be included.	2		
	Any 2 items above should be included	1		
<b>Skill Transfer</b>	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 for water resources management in the study area.  Capacity building plan should be attached and be inclusive of:		15%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	1. Hands on practical training including field work;			
	2. Inclusion of DWS officials in all phases of the project;			
	3. Develop a capacity building programme with quantifiable measures;			
	4. Relevant training on developed tools;			
	5. Provision of stakeholders' empowerment plan;			
	6. PSP to submit a list of interns or candidates mentored by the company to complete their studies or become registered professionals. Provide some form of evidence within the relevant prescripts.			
	All 6 items above included.	5		
	Item 1, 2, 3 and 4 included.	4		
	Item 2, 3, 4 and 5 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
<b>TOTAL</b>			<b>100%</b>	

**Only bidders who obtain at least 70 % under Functional / Technical Evaluation will be considered for further evaluation.**

## **PHASE 2: The 80/20 Principle based on Price and Specific Goals.**

### **Price**

A maximum of 80 points are allocated for price on the following basis:

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

Where:

- P<sub>s</sub>** = Points scored for comparative price of bid under consideration  
**P<sub>t</sub>** = Comparative price of bid under consideration  
**P<sub>min</sub>** = Comparative price of lowest acceptable bid

**Preference Point System (Specific Goals)**

<b>SPECIFIC GOALS</b>	<b>NUMBER OF POINTS TO BE ALLOCATED</b>
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents requirement for verification of points allocation:

<b>Procurement Requirement</b>	<b>Required Proof Documents</b>
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

## **B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBEE requirements.

### **Note: Formula for calculating points for specific goals**

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

**PC**= Points awarded for specific goal

**Mpa**= The maximum number of points awarded for ownership in that specific category

**P-own** = The percentage of equity ownership by the enterprise or business

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by Independent Regulatory Board of Auditor (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. EMEs are allowed to submit a sworn affidavit obtainable from the Department of Trade and Industry website.

### **Other Conditions**

- Bidders are kindly requested to submit two (2) copies of the BID proposal plus the original proposal.
- Bidders are further requested to provide separate financial and technical proposals
- The Client shall provide all the available documentation and information related to the project that may be needed by the PSP in pursuing the tasks under this TOR.
- Bidders who will bid based on the subcontracting prequalification criteria are required to attach proof of subcontracting agreement between the main bidder and the subcontractor.
- It is the responsibility of the bidder to select competent subcontractors that meet all requirements of the tender so that their tender is not jeopardised by the subcontractor when evaluated. Bidders are responsible for all due diligence on their subcontractors.
- The department reserves to write to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.

### **13. Ownership and Confidentiality**

The DWS will become the owner of all documentation and the deliverables produced within the context of this tender. All information should be treated with confidentiality and may not be communicated or made available to any person outside DWS and may not be published, either during the currency of the agreement or thereafter without the prior consent of DWS.

### **14. Further information**

Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close.

For further information, please contact Ms S Moshidi; Chief Director: Economic and Social Regulation on +27 12 336 6614 or e-mail at [moshidis@DWS.gov.za](mailto:moshidis@DWS.gov.za)

For Supply Chain Management related enquiries, contact Nokubonga Mkhize on the following number 012 336 7571 or email: [MkhizeN6@dwa.gov.za](mailto:MkhizeN6@dwa.gov.za)