



Strategic Water Partners Network  
SOUTH AFRICA

NEPAD Business Foundation  
Building 9, Tuscany Office Park  
Coombe Place, Rivonia  
Sandton  
2128  
Tel: (081) 837 8513  
Enq: Mrs. Thembi Mkhize  
Email: thembi.mkhize@thenbf.co.za

**REQUEST FOR TENDER**

**IMPORTANT NOTICE**

**N.B. NO TENDER DOCUMENTS TRANSMITTED PER FAX WILL BE ADMISSIBLE**

<b>Clarification Meeting</b>	A compulsory virtual clarification meeting will commence at <b>10h00 on 16 July 2020</b> . Bidders must notify Mrs. T Mkhize (email: <a href="mailto:thembi.mkhize@thenbf.co.za">thembi.mkhize@thenbf.co.za</a> ) of their intention to participate in the virtual clarification meeting by <b>12h00 on 15 July 2020</b> in order that the meeting information can be shared. Attendance is compulsory
<b>Closing of tenders:</b>	All submissions are to be made to the <b>Strategic Water Partners Network</b> . Tenders must be sent to the following address, <b>NEPAD Business Foundation, Building 9, Tuscany Office Park Coombe Place, Rivonia, Sandton</b> on or before the closing time and date, being <b>10h00 on 27 July 2020</b> .
<b>Late tenders :</b>	<b>NB: The Strategic Water Partners Network will not accept responsibility for tender documents which are not sent to the correct address.</b> <b>Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.</b>
<b>Selection Process :</b>	The selection process will be subject to the procurement policies of the NEPAD Business Foundation. The NEPAD Business Foundation will not necessarily accept the lowest price or any proposal and reserves the right to withdraw a tender without furnishing reasons.
<b>Form of Contract</b>	The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 reprinted with amendments April 2013 – see <a href="http://www.neccontract.com">www.neccontract.com</a> published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)



**IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY**  
**Implementing Agent**

**CLOSING DATE: 27 July 2020 at 10:00**

Name of tenderer:			
Contact person:			
Telephone no:		Fax no:	
Cellular telephone no:		Email address:	

Volume	1	2			
Part	T1	T2	C1	C2	C3

Tendering Procedures



Strategic Water Partners Network  
SOUTH AFRICA

***IMPLEMENTATION OF WATER  
CONSERVATION AND WATER DEMAND  
MANAGEMENT INTERVENTIONS IN CITY OF  
POLOKWANE LOCAL MUNICIPALITY***

**Implementing Agent**

**VOLUME 1**

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Tendering Procedures

TENDER CONTENTS:

Volumes		Contents	
Number	Description	Number	Heading
Volume 1	Tender	<b>Part 1: Tender Procedures</b>	
		T1.1	Tender Notice and Invitation to Tender
		T1.2	Tender Data
		<b>Part 2: Returnable Documents</b>	
		T2.1	List of Returnable Documents
		T2.2	Returnable Schedules
Volume 2	Contract	<b>Part 1: Agreement and Contract Data</b>	
		C1.1	Form of Offer and Acceptance
		C1.2	Contract Data
		<b>Part 2: Pricing Data</b>	
		C2.1	Pricing Instructions
		<b>Part 3: Scope of Work</b>	
		C3	Scope of Work

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SOUTH AFRICA

***IMPLEMENTATION OF WATER  
CONSERVATION AND WATER DEMAND  
MANAGEMENT INTERVENTIONS IN CITY OF  
POLOKWANE LOCAL MUNICIPALITY***

**Implementing Agent**

**Volume 1**

**PART T1: TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Strategic Water Partners Network (SWPN) invites proposals from eligible Service Providers to be appointed as the Implementing Agent to compile a detailed Water Conservation and Water Demand Management (WCWDM) programme plan and oversee its implementation to support the City of Polokwane Local Municipality with the implementation of Water Conservation and WCWDM Interventions.

A compulsory virtual clarification meeting will commence at **10h00 on 16 July 2020**. **Bidders must notify Mrs. T Mkhize (email: [thembi.mkhize@thenbf.co.za](mailto:thembi.mkhize@thenbf.co.za)) of their intention to participate in the virtual clarification meeting by 12h00 on 15 July 2020 in order that the meeting information can be shared.** Attendance is compulsory.

Tender documents are available for download at <https://nepadbusinessfoundation.org/>. Tender documents will not be made available at the clarification meeting.

All submissions are to be made to the **Strategic Water Partners Network**. Tenders must be sent to the following address, **NEPAD Business Foundation, Building 9, Tuscany Office Park Coombe Place, Rivonia, Sandton** on or before the closing time and date, being **10h00 on 27 July 2020**.

The selection process will be subject to the procurement policy of the NEPAD Business Foundation. The NEPAD Business Foundation will not necessarily accept the lowest price or any proposal and reserves the right to withdraw a tender without furnishing reasons.

Procurement enquiries may be directed to: Mrs. T Mkhize on tel: (081) 837 8513; email: [thembi.mkhize@thenbf.co.za](mailto:thembi.mkhize@thenbf.co.za).

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## T1.2 TENDER DATA

### T1.2.1 Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.

The conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### T1.2.2 Tender Data

Clause number	Tender Data
F.1.1	The employer is The NEPAD Business Foundation
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>VOLUME 1:</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>VOLUME 2:</b></p> <p><b>Part C1: Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p><b>Part C3: Scope of Work</b></p> <p>C3 Scope of Work</p>
F.1.4	<p>The Employer is:</p> <p>Name: <b>NEPAD Business Foundation</b></p> <p>Address: <b>Building 9, Tuscany Office Park, Coombe Place, Rivonia, Sandton</b></p> <p>Tel: <b>(081) 837 8513</b></p> <p>E-mail: <a href="mailto:thembi.mkhize@thenbf.co.za">thembi.mkhize@thenbf.co.za</a></p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria will be evaluated using method 2:</p> <ol style="list-style-type: none"> <li>1) <b>Responsiveness:</b> Compliance with requirements of all returnable schedules (eg. tax clearance, VAT registration etc)</li> <li>2) <b>Minimum quality standard:</b> Any tenders that fail to score a minimum of 70 points or greater for the technical hurdle will be rejected</li> </ol> <p><b>Table 1: Weighting of Technical Evaluation Criteria</b></p>

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## Tendering Procedures

Clause number	Tender Data																																										
	<table border="1"> <thead> <tr> <th>Ref</th> <th>Technical Evaluation Criteria</th> <th>Weighting</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bidders Track Record</td> <td>15.00%</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Sub Total</b></td> <td><b>15.00%</b></td> </tr> <tr> <td>2</td> <td><b>Bidders Understanding of the Scope of Work</b></td> <td></td> </tr> <tr> <td>2.1</td> <td>Approach Paper</td> <td>35.00%</td> </tr> <tr> <td>2.2</td> <td>Work Plan</td> <td>5.00%</td> </tr> <tr> <td>2.3</td> <td>Skills Transfer</td> <td>5.00%</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Sub Total</b></td> <td><b>45%</b></td> </tr> <tr> <td>3</td> <td><b>Organisation and Staffing</b></td> <td></td> </tr> <tr> <td>3.1</td> <td>Organisation Chart</td> <td>5.00%</td> </tr> <tr> <td>3.2</td> <td>Experience of Project Leader</td> <td>20.00%</td> </tr> <tr> <td>3.3</td> <td>Experience of key staff</td> <td>15.00%</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Sub Total</b></td> <td><b>40%</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>TOTAL</b></td> <td><b>100.0%</b></td> </tr> </tbody> </table>	Ref	Technical Evaluation Criteria	Weighting	1	Bidders Track Record	15.00%		<b>Sub Total</b>	<b>15.00%</b>	2	<b>Bidders Understanding of the Scope of Work</b>		2.1	Approach Paper	35.00%	2.2	Work Plan	5.00%	2.3	Skills Transfer	5.00%		<b>Sub Total</b>	<b>45%</b>	3	<b>Organisation and Staffing</b>		3.1	Organisation Chart	5.00%	3.2	Experience of Project Leader	20.00%	3.3	Experience of key staff	15.00%		<b>Sub Total</b>	<b>40%</b>		<b>TOTAL</b>	<b>100.0%</b>
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F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>																																										
F.2.13.3	Each tender offer shall be submitted as an original, plus 2 copies and an electronic copy on a USB stick.																																										
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>NEPAD Business Foundation, Building 9, Tuscany Office Park, Coombe Place, Rivonia, Sandton 2128</p> <p>The package shall bear the project, title, the Tenderer's name, postal address, telephonic contact numbers, and the closing date and time of the tender.</p> <p>Tenders can be delivered anytime during office hours between 9am – 4pm before the stipulated closing date and time of 27 July 2020 10am</p>																																										
F.2.13.6, F.3.5	A two-envelope procedure will be followed. The technical and financial proposals must be placed in separate sealed envelopes																																										
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.																																										
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.																																										
F.2.16	The tender offer validity period is 12 weeks.																																										



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## Tendering Procedures

Clause number	Tender Data																				
F.2.23	The tenderer is required to submit with his tender: <ol style="list-style-type: none"> <li>1) An <b>original</b> or a <b>certified copy</b> of a <b>valid</b> Tax Clearance Certificate issued by the South African Revenue Services</li> <li>2) All other supporting documents and certificates requested under the returnable schedules Volume 1 Part 2.</li> </ol>																				
F.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 2 (Functionality, Price and Preference)</b> .																				
F.3.11.3	The procedure for the evaluation of responsive tenders is <b>Method 2 (Functionality, Price and Preference)</b> .  The financial offer will be scored using 80/20 preference point system																				
F.3.11.8	The preference will be scored with respect to the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;  The following tender evaluation points for preference will be awarded: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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Non-compliant contributor	0																				
F.3.13	Tender offers will only be accepted if: <ol style="list-style-type: none"> <li>a) the tenderer submits <b>an original valid</b> Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the tenderer has not:               <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract</li> </ol>																				
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.																				

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Returnable Documents



Strategic Water Partners Network  
SOUTH AFRICA

# IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY

Implementing Agent

VOLUME 1

PART T2: RETURNABLE DOCUMENTS

<b>Volume</b>	<b>1</b>	<b>2</b>			
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## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

### Returnable schedules required only for tender evaluation purposes

T2.2.1	Record of addenda to tender documents
T2.2.2	Certificate of authority
T2.2.3	Compulsory enterprise questionnaire
T2.2.4	Proposed amendments and qualifications
T2.2.5	Certificate of attendance at the clarification meeting
T2.2.12.1	Bidders track record
T2.2.12.2	Approach paper
T2.2.12.3	Work Plan
T2.2.12.4	Skills Transfer
T2.2.12.5	Organisation Chart
T2.2.12.6	Experience of the Project Leader
T2.2.12.7	Experience of key staff

### Other documents required only for tender evaluation purposes

- T2.2.6 Tax clearance certificate
- T2.2.7 Proposed joint venture agreement
- T2.2.8 Registration certificate / Agreement / Powers of attorney / I.D. Document

### Returnable schedules that will be incorporated into the contract

- T2.2.9 Addenda to the tender documents
- T2.2.10 Minutes of the pre-tender clarification meeting

### Other documents that will be incorporated into the contract

- T2.2.6 Tax clearance certificate (*regularly updated*)
- T2.2.7 *Finalised* joint venture agreement
- T2.2.8 Registration certificate / Agreement / Powers of attorney / I.D. Document
- C1.1 Form of offer and acceptance
- C1.2 Contract data

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**Returnable Documents**

*NB: The tenderer is required to complete each and every schedule listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure of a tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.*

The Enterprise Declaration Affidavit must be endorsed by a commissioner of oaths. All information supplied must be current and valid. Proposed or imminent changes to a Tenderer’s status may be mentioned but the declarations must reflect current circumstances.

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**T2.2 RETURNABLE SCHEDULES**

**T2.2.1 Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

<b>Volume</b>	<b>1</b>	<b>2</b>			
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**Returnable Documents**

**T2.2.2 Certificate of Authority**

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

<b>(I) COMPANY</b>	<b>(II) CLOSE CORPORATION</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) JOINT VENTURE</b>	<b>(V) SOLE PROPRIETOR</b>

**(I) Certificate For Company**

I, ....., chairperson of the Board of Directors of  
 ....., hereby confirm that by resolution of the Board (copy  
 attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of  
 ....., was authorized to sign all documents in connection with the  
 tender and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:**

1.....

2.....

**Date:** .....

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**Returnable Documents**

**(II) Certificate For Close Corporation**

We, the undersigned, being the key members in the business trading as .....

..... hereby authorize Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the tender and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

*Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*



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**Returnable Documents**

**(III) Certificate For Partnership**

We, the undersigned, being the key partners in the business trading as,  
 ..... , hereby authorize Mr/Ms ..... ,  
 acting in the capacity of ..... , to sign all documents in connection  
 with the tender and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

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**Returnable Documents**

**(IV) Certificate For Joint Venture**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .

....., authorised signatory of the company .....

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

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**(V) Certificate For Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the Business

trading as .....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

**CERTIFICATION**

I, UNDERSIGNED (NAME AND SURNAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS CORRECT. I ACCEPT THAT THE EMPLOYER MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

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

Capacity for the Tenderer : \_\_\_\_\_

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**T2.2.3 Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: CSD number**

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

3

Company registration number .....

Close corporation number .....

Tax reference number .....

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

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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**Returnable Documents**

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**CERTIFICATION**

I, UNDERSIGNED (NAME AND SURNAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS CORRECT. I ACCEPT THAT THE EMPLOYER MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

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

Capacity for the Tenderer : \_\_\_\_\_

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**Returnable Documents**

**T2.2.4 Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

<b>Page</b>	<b>Clause or item</b>	<b>Proposal</b>

**CERTIFICATION**

I, UNDERSIGNED (NAME AND SURNAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS CORRECT. I ACCEPT THAT THE EMPLOYER MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

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

Capacity for the Tenderer : \_\_\_\_\_

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**T2.2.5 Certificate of Attendance at the Clarification Meeting**

This is to certify that (*tenderer*).....  
of (*address*).....  
..... was represented by the person(s)  
named below at the compulsory meeting held for all tenderers at (*location*) .....  
..... on (*date*)..... starting at (*time*) .....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with matters related to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....  
Capacity: .....

Name: ..... Signature: .....  
Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....  
Capacity: ..... Date and Time: .....

Volume	1	2			
Part	T1	T2	C1	C2	C3

## Returnable Documents

### T2.2.6 Tax Clearance Certificate

*Original Tax Clearance Certificate obtained from SARS to be inserted here.*

#### IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."
2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender, that is before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

**Failure to submit an original and valid Tax Clearance Certificate, or certified copy thereof, will invalidate the tender.**



Volume	1	2			
Part	T1	T2	C1	C2	C3

Returnable Documents

### T2.2.7 Proposed Joint Venture Agreement

*The Tenderer shall attach hereto a copy of the proposed Joint Venture Agreement (if applicable) and completed Enterprise Declaration forms (JW11) for each of the contracting parties (if applicable).*

*If not tendering as a Joint Venture indicate as such on this page.*

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**Returnable Documents**

**T2.2.8 Registration certificate / agreement / powers of attorney / ID document (if applicable)**

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.2.2 must be inserted here.

<b>Volume</b>	<b>1</b>	2			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

## Returnable Documents

### T2.2.9 Addenda to the Tender Documents

Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Tenderer.

<b>Volume</b>	<b>1</b>	2			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**Returnable Documents**

**T2.2.10 Minutes of the Pre-Tender Clarification Meeting**

Copies of the minutes of the pre-tender clarification meeting will be inserted here by the Tenderer.

<b>Volume</b>	<b>1</b>	2			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

## Returnable Documents

### T2.2.11 Additional Documents to Attach

- Cancelled Cheque and an original letter from the bank verifying banking details, containing an official bank stamp
- Certified Copy of Identity Documents of Members / Shareholders / Directors (where applicable)
- Certified Copy of Share Certificates / CK1 & CK2
- Certified Copy of Certificate of Incorporation and CM29/ CM9 (Name Changes)
- Certified Copy of SARS VAT Registration Certificate
- A Current and Original Tax clearance certificate from the South African Revenue Services must be attached
- BBBEE certificate and detailed scorecard

Volume	1	2			
Part	T1	T2	C1	C2	C3

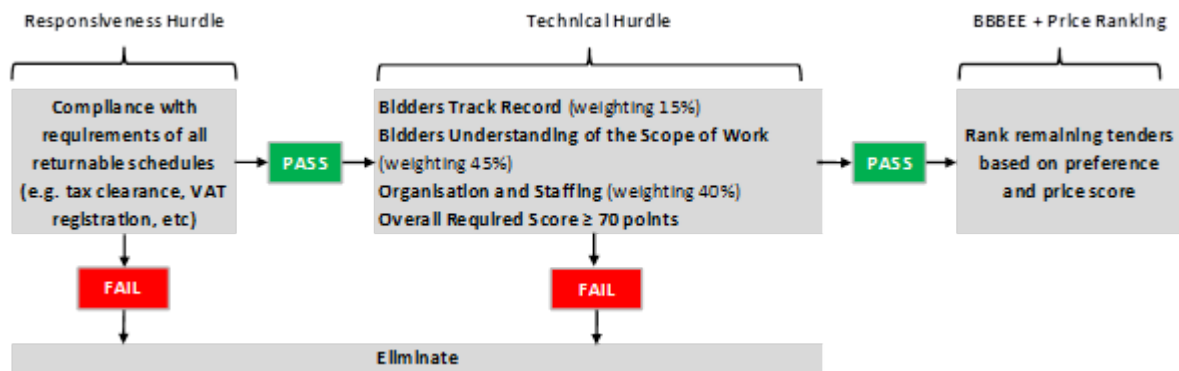
### T2.2.12 Technical hurdle

#### Evaluation criteria

The evaluation will consist of the following general areas:

- Responsiveness.
- Technical.
- BBBEE + Price.

The evaluation procedure is shown in the figure below.



The Technical Evaluation will be broken down in to the following categories:

1. Bidders track record
2. Bidders understanding of the scope of work
3. Organisation and Staffing

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

## Returnable Documents

### T2.2.12.1 Bidders track record

#### Objective

To ensure that the tenderer has the proven, track record and relevant experience required to complete the project to the satisfaction of the client.

It is a key success factor that the tenderer has proven relevant experience in core areas that relate to the project scope. Relevant areas include:

- Water Conservation and Water Demand Management
- Water distribution/reticulation design
- Municipal water projects
- Construction Management
- Contract Management

#### Evaluation schedule

The experience of the tenderer or joint venture partners or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work **over the last ten years** will be evaluated.

This experience may only relate to instances where the tenderer acted as the main/principal consultant and the bidder must have completed at least 50% of the project.

Only tender design and construction phase experience will be considered relevant. Projects cited must be clearly identified as one of the aforementioned.

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**Returnable Documents**

Tenderers should very briefly describe their experience in this regard and attach this schedule. The description should be put in tabular form with the following headings:

<b>Name of Project</b>	<b>Sector focus</b>	<b>Project Phase</b> (e.g. Masterplan, Pre-feasibility, Feasibility, Tender/Detailed Design, etc)	<b>Key Project Dates</b>	<b>Client</b>	<b>Contact Person</b>	<b>Value (ZAR) of Services (Implementation)</b>	<b>Description of Project</b>
			Commencement: Completion:		Name: Tel: Email:		
			Commencement: Completion:		Name: Tel: Email:		
			Commencement: Completion:		Name: Tel: Email:		
			Commencement: Completion:		Name: Tel: Email:		
			Commencement: Completion:		Name: Tel:		



<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

The scoring of the bidder's track record will be as follows:

<b>Score</b>	<b>Bidder's track record</b>
<b>Insufficient relevant experience (score 0)</b>	Tenderer has insufficient relevant experience ( <b>1 project or less</b> )
<b>Poor (score 40)</b>	Tenderer has limited relevant experience ( <b>2-3 projects</b> )
<b>Satisfactory (score 70)</b>	Tenderer has relevant experience ( <b>at least 3 projects</b> )
<b>Good (score 90)</b>	Tenderer has relevant experience ( <b>at least 3 projects</b> ) AND Tenderer has worked previously under similar conditions and circumstances ( <b>at least 1 project</b> ).
<b>Very good (score 100)</b>	Tenderer has relevant experience ( <b>at least 3 projects</b> ) AND Tenderer has significant experience under similar conditions and circumstances ( <b>more than 1 project</b> ).

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

## **Bidders Understanding of the Scope of Work**

### **T2.2.12.2 Approach paper**

#### **Objective**

To ensure that the tenderer fully understands the scope of the work and the complexity of the interrelated workstreams. In order to respond to this, the tenderer should apply appropriate project management, coordination and integration approaches to ensure that the project is successfully completed to the satisfaction of the client.

#### **Evaluation Schedule**

The tenderer will be required to coordinate, consolidate and manage all workstreams as detailed in the scope of work.

The Approach Paper must respond to the scope of work and outline the proposed approach / methodology. **It is critical that the Approach Paper clearly shows the process of managing the design, construction and contracting process of municipal water projects.**

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the approach they would adopt to address them. The Approach Paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to the scope of work proposed by the Employer in order to meet the stated or implied requirements.

The tenderer must attach his / her Approach Paper. The approach paper must not be longer than 30 A4 pages. Only the first 30 A4 pages will be considered in the evaluation.

The scoring of the Approach Paper will be as follows:

<b>Score</b>	<b>Approach Paper</b>
<b>No Response (score 0)</b>	No response
<b>Poor (score 40)</b>	Poor approach
<b>Satisfactory (score 70)</b>	The approach is generic and not tailored to address the specific project objectives and requirements
<b>Good (score 90)</b>	The approach is specific and tailored to address the specific project objectives and requirements
<b>Very good (score 100)</b>	The approach is specific and tailored to address the specific project objectives and requirements AND Provides practical examples of relevant challenges and solutions from previous similar projects

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

### T2.2.12.3 Work Plan

#### Objective

To ensure that the tenderer fully understands the scope of the work and develops a Work Plan with clear timeframes and deliverables.

#### Evaluation criteria

The tenderer will be evaluated based on their ability to develop a concise Work Plan that factors in the interdependencies of the project workstreams. The tenderer will also be evaluated on their ability to develop a Work Plan to ensure delivery of the project on time or ahead of schedule.

The tenderer should propose the main activities for the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer) and delivery dates of the deliverables.

The consistency of the Approach Paper with the proposed Work Plan is a good indication that the tenderer has understood the Employer's requirements for the assignment and is able to translate them into a feasible working plan with clear deliverables.

The tenderer must attach his / her Work Plan which should include the following:

- Programme for a 6-month project timeline
- Detailed programme with clear milestones timelines for the following:
  - All deliverables
  - Stakeholder meetings/workshops
  - Project Steering Committee Meetings
  - Project Management Meetings
  - Procurement processes
  - etc.

The scoring of the Work Plan will be as follows:

<b>Score</b>	<b>Work Plan</b>
<b>No response (score 0)</b>	No response
<b>Poor (score 40)</b>	All tasks are not clearly identified and sequenced
<b>Satisfactory (score 70)</b>	All tasks are clearly identified and sequenced AND Does not meet programme deliverable milestone requirements
<b>Good (score 90)</b>	All tasks are clearly identified and sequenced AND Meets programme deliverable milestone requirements

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

<b>Score</b>	<b>Work Plan</b>
<b>Very good (score 100)</b>	All tasks are clearly identified and sequenced AND Programme improves on deliverable milestone requirements

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

#### **T2.2.12.4 Skills Transfer**

##### **Objective**

To ensure that the tenderer provides Skills and Knowledge transfer to key stakeholders and local personnel during execution of the project.

##### **Evaluation Schedule**

Successful Skills and Knowledge transfer will be a key success factor of this project.

The skills transfer approach must demonstrate:

- Clear strategy for skills transfer as part of the Implementing Agent execution
- Clear strategy for skills transfer as part of construction

The tenderer must attach his / her skills transfer approach.

The scoring of the skills transfer will be as follows:

<b>Score</b>	<b>Skills transfer</b>
<b>No response (score 0)</b>	No response
<b>Poor (score 40)</b>	Poor approach
<b>Satisfactory (score 70)</b>	The approach is generic and not tailored to address the specific project objectives and requirements
<b>Good (score 90)</b>	The approach is specific and tailored to address the specific project objectives and requirements
<b>Very good (score 100)</b>	The approach is specific and tailored to address the specific project objectives and requirements AND Provides practical examples of relevant challenges and solutions from previous similar projects

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

## **Organisation and Staffing**

### **T2.2.12.5 Organisation chart**

#### **Objective**

To ensure that the project team is well structured with clearly mapped out roles and responsibilities. Local/regional presence in the project area is critical.

#### **Evaluation Schedule**

The tenderer must propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out.

The Organization Chart must clearly demonstrate the home offices of the proposed team.

In the case of an association / joint venture / consortium, the Organization Chart should indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization chart

The scoring of the proposed organization will be as follows:

<b>Score</b>	<b>Organisational chart</b>
<b>No response (score 0)</b>	No response received.
<b>Poor (score 40)</b>	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables.  There is no clarity in allocation of tasks and responsibilities.
<b>Satisfactory (score 70)</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
<b>Good (score 90)</b>	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short-term experts.  Some members of the project team have worked together before on limited occasions.
<b>Very good (score 100)</b>	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

### T2.2.12.6 Experience of the Project Leader

#### Objective

To ensure that the Project Leader has a proven track record which makes him/her capable of managing the project according to the Client's requirements.

The Project Leader must have proven relevant experience in:

- Water Conservation and Water Demand Management
- Water distribution/reticulation design
- Municipal water projects
- Construction Management
- Contract Management

#### Evaluation Schedule

A two-page CV of the proposed project leader must be provided covering areas detailed in the table below

<b>Position</b>	<b>Required Experience</b>
Project Leader	<ul style="list-style-type: none"> <li>• Minimum 10 years relevant experience</li> </ul>

The CV should be structured under the following headings:

- Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- Skills
- Name of current employer and position in enterprise
- Overview of post graduate / diploma experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work

The Project Leader 's experience will be scored as follows:

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

<b>Score</b>	<b>Relevant Experience</b>
<b>Not suitable (score 0)</b>	Less than 7 years
<b>Poor (score 40)</b>	At least 7 years but less than 10
<b>Satisfactory (score 70)</b>	At least 10 years but less than 15
<b>Good (score 90)</b>	At least 15 years but less than 20
<b>Very good (score 100)</b>	At least 20 years

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and experience.

.....  
*Signature*

.....  
*Date*



<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

### T2.2.12.7 Experience of key staff

#### Objective

To ensure that the project team includes individual staff members with a proven track record which makes them capable of completing the project according to the client's requirements.

To ensure that the project team includes individual staff members with a proven track record which makes them capable of completing the project according to the client's requirements.

Key success factors are:

- the staff have proven relevant experience in municipal water projects.
- The staff experience in Water Conservation and Water Demand Management, Water distribution/reticulation design, Construction Management and Contract Management

#### Evaluation Schedule

A two-page CV of the all the proposed staff members shown in the following table must be provided.

As a minimum the following Key Staff will be assessed:

- Design
- Construction/Contract Management

<b>Position</b>	<b>Required Experience</b>
Key Staff	<ul style="list-style-type: none"> <li>• Minimum 7 years relevant experience</li> </ul>

Each CV should be structured under the following headings:

- Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- Skills
- Name of current employer and position in enterprise
- Overview of post graduate / diploma experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work

Experience of key staff CVs will be scored as follows:

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

<b>Score</b>	<b>Relevant Experience</b>
<b>Not suitable (score 0)</b>	Less than 5 years
<b>Poor (score 40)</b>	At least 5 years but less than 7
<b>Satisfactory (score 70)</b>	At least 7 years but less than 10
<b>Good (score 90)</b>	At least 10 years but less than 15
<b>Very good (score 100)</b>	At least 15 years

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes the qualifications and experience indicated for all proposed staff.

.....  
*Signature*

.....  
*Date*

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	<b>T2</b>	C1	C2	C3

**CERTIFICATION**

I, UNDERSIGNED (NAME AND SURNAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED FOR THE TECHNICAL EVALUATION IS CORRECT.  
I ACCEPT THAT THE EMPLOYER MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE  
TO BE FALSE

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

Capacity for the Tenderer : \_\_\_\_\_

Volume	1	2			
Part	T1	T2	C1	C2	C3



Strategic Water Partners Network  
SOUTH AFRICA

# IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY

Implementing Agent

VOLUME 2

PART C1: AGREEMENT AND CONTRACT  
DATA

Volume	1	2			
Part	T1	T2	C1	C2	C3

---

## C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

---

### C1.1.1 FORM OF OFFER

#### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

#### IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY

The *Tenderer*, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the *Tenderer*, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the *Tenderer* offers to perform all of the obligations and liabilities of the *consultant* under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

\_\_\_\_\_ Rand (in words);      R \_\_\_\_\_ (in figures),

This offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the *Tenderer* before the end of the period of validity stated in the Tender Data, whereupon the *Tenderer* becomes the party named as the *consultant* in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the *Tenderer* \_\_\_\_\_  
 (Name and address of organisation)

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3

**C1.1.2 FORM OF ACCEPTANCE**

**THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF OFFER**

By signing this part of the Form of Offer and Acceptance, the **Employer** identified below accepts the *Tenderer's* Offer. In consideration thereof, the *Employer* shall pay the *Consultant* the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the *Tenderer's* Offer shall form an agreement between the *Employer* and the *Tenderer* upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1: Agreement and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the *Tenderer* and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The *Tenderer* shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the *employer* whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the *Tenderer* receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the *Tenderer* (now the *Consultant*) within five days after the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties,

**FOR EMPLOYER OFFICIAL USE ONLY**

**Signature(s)** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**For the Employer**  
 \_\_\_\_\_  
 (Name and address of organisation)

**Name and signature of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>Volume</b>	<b>1</b>	<b>2</b>			
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3

**C1.1.3 SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the tender documents issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A *Tenderer's* covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**7 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**8 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the *Employer* and the *Tenderer* agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the *Tenderer* and the *Employer* during the process of offer and acceptance.

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

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**Agreement and Contract Data**

**For the *Tenderer*:**

**Signature(s)** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

**Name and signature of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

**For the *Employer*:**

**Signature(s)** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

**Name and signature of witness** \_\_\_\_\_ **Date** \_\_\_\_\_



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Strategic Water Partners Network  
SOUTH AFRICA

**IMPLEMENTATION OF WATER CONSERVATION  
AND WATER DEMAND MANAGEMENT  
INTERVENTIONS IN CITY OF POLOKWANE  
LOCAL MUNICIPALITY**

**Implementing Agent**

**VOLUME 2**

**PART C1: AGREEMENT AND CONTRACT DATA**

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## Part C1.2 Contract Data

The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 reprinted with amendments April 2013 – see [www.neccontract.com](http://www.neccontract.com) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008) (the "**Main Contract**").

Each item of data given below is cross-referenced to the clause in the Main Contract which requires it and terms defined in the Main Contract and not defined in this contract will have the same meaning in this contract as those ascribed to them in the Main Contract.

### Part one - Data provided by the *Employer*

---

#### 1 General

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As contemplated below, the *conditions of contract* will comprise (i) the Core clauses contained in the Main Contract, which clauses will be incorporated by reference into this contract, subject to the amendments and additional information contained in this contract; (ii) clauses A and W1 from the Main Option clauses contained in the Main Contract, which clauses will be incorporated by reference into this contract, subject to the amendments contained in this contract; (iii) clauses X2, X4, X9 and X11, X18 from the Secondary Option clauses contained in the Main Contract, which clauses will be incorporated by reference into this contract, subject to the amendments contained in this contract and (iv) the additional clauses contemplated in Z below:

**A: Priced contract with activity schedule**

dispute resolution Option W1: Dispute resolution procedure  
and secondary Options

**X2: Changes in the law**

**X9: Transfer of rights**

**X10: Employer's Agent**

---

10.1 The *Employer* is (Name): NEPAD Business Foundation  
Address: Building 9, Tuscany Office Park, Coombe, Rivonia, Sandton, 2128  
Tel No: (081) 837 8513  
Email: thembi.mkhize@thenbf.co.za.

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11.2(9) The services:  
Refer to Terms of reference as published in the tender documents, including the following:

- a) All clarifications and addenda provided by the employer to the consultant during the procurement process
- b) All clarifications and addenda provided by the consultant to the employer during the procurement process

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**Agreement and Contract Data**

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11.2(10)	The following matters will be included in the Risk Register	
	<ul style="list-style-type: none"> <li>1) Scope creep</li> <li>2) Time overruns on the project cause a delay in implementation</li> <li>3) Consultant's recommendations are not capable of practical implementation</li> </ul>	

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11.2(11)	The Scope is in the document called Volume 2 Part C3: Scope of Work	
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12.2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
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13.1	The <i>language of this contract</i> is English.	
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13.3	The <i>period for reply</i> is 2 weeks	
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13.6	The <i>period for retention</i> is 10 years following Completion or earlier termination.	
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<b>3</b>	<b>Time</b>	
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31.2	The <i>starting date</i> is two weeks after the Consultant receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance, as appropriate	
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11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 6 calendar months after the start date.	
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11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	
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<b>Condition to be met</b>	<b>key date</b>
1 <i>A clear, concise and final project plan/programme for the study must be submitted by the appointed consultant</i>	<i>Within 5 working days after the consultant receives one fully completed original copy of this contract</i>
2 <i>Inception Report</i>	<i>Within 10 working days after consultant receives one fully completed original copy of this contract</i>
3 <i>Tender Design Report</i>	<i>Within 1 calendar months after start date</i>
4 <i>Tender documentation</i>	<i>Within 1 calendar months after start date</i>
5 <i>Tender Evaluation report</i>	<i>Within 2 calendar months after start date</i>
6 <i>Construction Report</i>	<i>Within 5 calendar months after start date</i>
7 <i>Updated Water Conservation and Water Demand Management Strategy and Business Plan</i>	<i>Within 6 calendar months after start date</i>

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31.1	The <i>Consultant</i> is to submit a first programme for acceptance within 5 working days of the Contract Date.	
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32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than 4 weeks.	
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## Agreement and Contract Data

<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within 1 week of the Contract Date.		
41.1	The <i>defects date</i> is 26 weeks after Completion of the whole of the <i>services</i> .		
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is between 12:00 hours on the last day of each successive month.		
51.1	Each payment is made by the Employer within four weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.		
51.2	The <i>currency of this contract</i> is the South African Rand.		
51.5	The <i>interest rate</i> is prime lending rate of Standard Bank of South Africa Ltd.		
51.6	Payment frequency:		
	Subject to the structure of the consultant's proposal, payments will be made for the following milestones/events:		
	<ol style="list-style-type: none"> <li>1. Inception Report</li> <li>2. Condition inspection report</li> <li>3. Infrastructure and Services Gap analysis report</li> <li>4. Tender Design Report</li> <li>5. Tender documentation</li> <li>6. Tender Evaluation report</li> <li>7. Construction Report</li> <li>8. Updated Water Conservation and Water Demand Management Strategy and Business Plan</li> </ol>		
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the services or earlier termination</b>
	Failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Twice the value of the contract fee in aggregate	26 weeks
	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	Twice the value of the contract fee in aggregate	26 weeks
	Death of or bodily injury to employee of the Consultant arising out of or in the course of their employment in connection with this contract	Twice the value of the contract fee in aggregate	26 weeks
<b>82.1</b>	The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to 200% of the fees payable to Consultant.		
<b>10</b>	Data for main Option clause		
<b>A</b>	<b>Priced contract with activity schedule</b>		
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than 5 weeks.		
<b>11</b>	Data for Option W1		

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## Agreement and Contract Data

W1.1	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> ).
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of the Joint Civils Division of the Institution of Civil Engineering and the South African Institution of Civil Engineering (see <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> ).
W1.4(2)	The <i>tribunal</i> is the Gauteng Local Division, Johannesburg (or any successor to that court).
W1.4(5)	The <i>arbitration procedure</i> is as set out in the Rules for the Arbitration Foundation of Southern Africa (or its successor in title).  The place where arbitration is to be held is Johannesburg, Gauteng, South Africa  The person or organisation who will choose an arbitrator if the Parties cannot agree a choice; or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Arbitration Foundation of Southern Africa (or its successor in title).
<b>12</b>	<b>Data for secondary Option clauses</b>
<b>X2</b>	<b>Changes in the law</b>
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
<b>X9</b>	<b>Transfer of rights</b> The employer owns the consultant's rights over material prepared for this contract by the consultant except as stated otherwise in the scope. The consultant obtains rights for the employer as stated in the scope and obtains from a sub consultant equivalent rights for the employer over material prepared by the sub-consultant.
<b>X18</b>	<b>Limitation of liability</b>
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to 200% of the fees payable to Consultant.
X18.3	The <i>end of liability date</i> is 3 years after Completion of the whole of the <i>services</i> .
<b>Z</b>	<b>Additional conditions of contract</b>
	The <i>additional conditions of contract</i> are
Z1	A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> ) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, June 2005.
Z2	<b>Personnel commitments by the consultant for the study</b>  A clear indication of the time (hours) that each individual stated in the proposal will dedicate to key sections of the study must be provided. The team stated in the proposal must be the same team that will execute the study. Replacement of any of the team members by the Consultant will be subject to approval of the Employer.
Z3	<b>Use of Contingency Allowance</b>  Expenditure in connection with the contingency allowance (if any) shall be solely at the discretion and on the instruction of the Employer. Any parts of the amounts provided in the Pricing Data which are not expended shall not be included In the Contract Price.
Z4	<b>Provisional Sums</b>

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**Agreement and Contract Data**

If any Provisional Sum is set out in the Activity Schedule and the work to which the Provisional Sum relates has been ordered by the Employer, it shall be executed by the Consultant and be valued in accordance with the terms of Clause 63

**Z5 Approval of deliverables for payment of work completed**

Final sign off on the deliverables is required by the Project Steering committee in order for the employer to make the agreed payments to the consultant for the services provided

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## Part C1.2 Contract Data

The consultant is advised to read the NEC3 Professional Service (Third edition of June 2005 with amendments April 2013 – see [www.neccontract.com](http://www.neccontract.com) and the associated Guidance notes and flow charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

### Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key persons are:</p> <p>1) Name:</p> <p>Position:</p> <p>Responsibilities:</p> <p>Experience:</p> <p>2) Name:</p> <p>Position:</p> <p>Responsibilities:</p> <p>Experience:</p>
11.2(10)	The following matters (if any) will be included in the Risk Register
11.2(13)	The <i>staff rates</i> are as indicated in the pricing data:
25.2	<p>The <i>Employer</i> provides access to the following persons, places and things</p> <p><b>access to</b> ..... <b>access date</b></p>

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**Agreement and Contract Data**

1  
2  
3

31.1	The programme identified in the Contract Data is Contained in the Returnable Documents
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are as indicated in the pricing data
<b>A</b>	<b>Priced contract with activity schedule</b>
11.2(14)	The <i>activity schedule</i> is in the activity Schedule in the pricing data.
11.2(18)	The tendered total of the Prices is in the Form of Offer and Acceptance



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Pricing Data



Strategic Water Partners Network  
SOUTH AFRICA

# IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY

Implementing Agent

VOLUME 2

PART C2: PRICING INSTRUCTIONS

<b>Volume</b>	<b>1</b>	<b>2</b>		
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Pricing Data

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## C2 PRICING DATA

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### C2.1 PRICING INSTRUCTIONS

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#### C2.1.1 GENERAL

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate the 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

ZAR.....

3. Phases/Deliverables according to which the project will be completed, cost per phase and man days to be spent

Phase/Deliverables – Activity Schedule	Fees (ZAR)	Expenses (ZAR)	Total (ZAR)	Man Days
<i>Inception Report</i>				
<i>Condition inspection report</i>				
<i>Infrastructure and Services Gap analysis report</i>				
<i>Tender Design Report</i>				
<i>Tender documentation</i>				
<i>Tender Evaluation report</i>				
<i>Construction Report</i>				
<i>Updated Water Conservation and Water Demand Management Strategy and Business Plan</i>				
<b>Sub Total</b>				
Contingencies (15%)				
<b>Total</b>				
VAT (15%)				
<b>GRAND TOTAL</b>				

<b>Volume</b>	<b>1</b>	2		
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**Pricing Data**

4. Persons who will be involved in the project and rates applicable

<b>Person and Position</b>	<b>Hourly Rate (ZAR)</b>	<b>Daily Rate (ZAR)</b>	<b>Man Days</b>

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

<b>Description of expense to be incurred</b>	<b>Rate</b>	<b>Quantity</b>	<b>Amount (ZAR)</b>
<b>Total (ZAR)</b>			

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**Pricing Data**

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

Description of expense to be incurred	Rate	Quantity	Amount (ZAR)
<b>Total (ZAR)</b>			

7. Period required for commencement with project after acceptance of bid.....
8. Estimated man-days for completion of project .....
9. Are the rates quoted firm for the full period of the contract (Yes/No) .....

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Scope of Work



Strategic Water Partners Network  
SOUTH AFRICA

# IMPLEMENTATION OF WATER CONSERVATION AND WATER DEMAND MANAGEMENT INTERVENTIONS IN CITY OF POLOKWANE LOCAL MUNICIPALITY

Implementing Agent

VOLUME 2

PART C3: SCOPE OF WORK

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## 1 INTRODUCTION

The Polokwane Water Partnership (PWP) was established to contribute to reducing Non-Revenue Water and supporting water conservation in the Polokwane Municipality.

The Strategic Water Partners Network (SWPN) was appointed by the PWP to provide project management, coordination and fund administration support.

The SPWN hereby invites proposals from eligible Service Providers to be appointed as the Implementing Agent to compile a detailed Water Conservation and Water Demand Management (WCWDM) programme plan and oversee its implementation to support the City of Polokwane Local Municipality with the implementation of WCWDM Interventions based on an approved project plan by the Polokwane Project Steering Committee.

### 1.1 BACKGROUND INFORMATION

The Polokwane Project Steering Committee (PSC) appointed a service provider to conduct an investigation of the selected priority intervention areas to reduce non-revenue water in Polokwane Municipality.

The Development of a Water Conservation and Water Demand Management Strategy and Business Plan for the City of Polokwane Local Municipality is nearing completion. The investigative study done by the Service Provider (appointed by SWPN) indicated high-water losses, NRW (Non-Revenue Water) and inefficiencies and selected priority interventions for endorsement by the Project Steering Committee. The recommendations of the investigative phase need to be implemented as a matter of priority to improve water security, improve financial sustainability and reduce NRW.

The investigative study made the following recommendations (which is detailed in Appendix A)

- 10 new bulk meter installations
- Service 10 existing Pressure Reducing Valves (PRVs)
- Monitor top 20 consumers
- Supply and install GSM data loggers and display the data on a web-based platform
- Install new PRVs
- Install GSM data loggers on all bulk meters
- Sectorise two pressure zones
- Redo night flows and recommend pressure zones
- Update the business case

The recommendations of the investigative phase should be implemented as a matter of priority to improve water security, improve financial sustainability and reduce NRW.

## 2 ROLE AND RESPONSIBILITIES OF KEY PARTIES

### 2.1 PROJECT STEERING COMMITTEE

The Project Steering Committee consists of representatives from Polokwane Municipality, AB InBev and Anglo American.

The role of the Project Steering Committee is to:



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- Provide strategic direction, support, guidance and oversight to the WCWDM project
- Ensuring the delivery of the project outputs
- Ensuring attainment of project objectives
- Approving scope/baseline and other related changes to the components of the WCWDM project
- Unblocking bottlenecks and ensure governance compliance

## 2.2 PROGRAMME MANAGER

The Programme Manager is a representative of the Strategic Water Partners Network.

The role of the Programme Manager is to:

- Manage the performance of the Implementing Agent
- Provide the necessary administration and logistical support to the Implementing Agent to affect the implementation of the objectives of the WCWDM project
- Contract performance management of the Implementation Agent
- Preparation of monthly report to the Project Steering Committee
- Quality control and project progress monitoring

## 2.3 EMPLOYER

The Employer is the NEPAD Business Foundation who is acting on behalf of the Project Funders

## 2.4 IMPLEMENTING AGENT

The role of the Implementing Agent is to:

- Finalise the project scope design utilizing the investigative report as the baseline
- Confirm key tasks required, prepare preliminary cashflows and phasing of the project
- Hi-level project planning and activity scheduling
- Project Engineering including providing site technical support during construction and commissioning
- Interface and Integration management between multi-disciplinary activities.
- Building and maintaining relationships with the local stakeholders (including the Municipality)
- Monitoring progress at a milestone level, expenditure versus budget and the overall achievement of the WCWDM project objectives
- Identify and manage risks and assist with post-project evaluation and audits

## 3 PROJECT OBJECTIVES AND GOALS

The main purpose of this project is to appoint an Implementation Agent to:

- Establish/evaluate a water use baseline and reflect results obtained from the implementation of various activities in relation to the improvement in the baseline water use figures.
- To evaluate, monitor and implement various water demand and conservation techniques and activities like bulk metering, pressure management and Sectorization to achieve improved water supply efficiencies.
- The Implementing Agent will update the previous Service Provider's report and make further recommendations based on the new information available once meters are installed

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## 4 APPROACH TO IMPLEMENTATION

The project implementation activities can be divided into two categories for which the Implementing Agent will be responsible:

- **Implementing Agent:** This will relate to all activities that will be executed by the appointed Implementing Agent
- **Contractor(s):** This will relate to all activities that will be executed by a third party. The Implementing Agent will be responsible for the procurement and management of the contractor(s).

## 5 SCOPE OF SERVICES

### 5.1 BASIC PLANNING REPORT/INCEPTION REPORT

Task 1: Status quo analysis

- Meeting with relevant Authorities and set up coordination mechanisms.
- Collect available data and information relevant to the project.
- Study and review all available studies and reports.
- Update and finalise the initial work plan and methodology.
- Identify gaps and further necessary field investigations.
- Prepare and submit Inception Report.

Task 2: Assessment of Existing Infrastructure and Current Situation

- Assessment of and updating the existing infrastructure.
- Reviewing studies conducted on the existing road infrastructure.

### 5.2 TENDER DESIGN AND TENDER DOCUMENTATION

Task 1: Detailed Designs

- Prepare design drawings including technical details and specifications
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultant's designs and requirements into the design
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost
- Submit the necessary design documentation to local and other authorities for approval and obtain said approval. As a minimum, the Designs will need to be approved by Polokwane Municipality with inputs from the Project Steering Committee

Task 2 Tender Documents:

- Prepare and finalise the procurement strategy for contractor(s)
- Preparation of Bill of Quantities and Engineer's Cost Estimate
- Preparation of tender documents for contractor procurement

### 5.3 PROCUREMENT

Task 1: Bidding Process

- Assist the Programme Manager in preparing tender invitations and advertisements

<b>Volume</b>	<b>1</b>	<b>2</b>	<b>3</b>			
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4

- The tender must and be reviewed and approved by the PSC and advertised via the municipality's Operations & Maintenance Department (including adhering to all policies and procedures)
- Support the Tender Briefing Session
- Respond to Bidders' technical queries

Task 2: Bid Evaluation:

- Provide support to SWPN during evaluation for technical compliance
- Assist in the evaluation of tenders/bids
- Prepare evaluation reports.

Task 3: Contractor's Award:

- Assist the Programme Manager in negotiations with the successful contractor and contract award.

#### 5.4 CONTRACTOR MANAGEMENT AND SUPERVISION

- Attend site handover
- Issue construction documentation in accordance with the documentation schedule
- Carry out contract administration procedures in terms of the contract
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates of proposed variations for client decision making
- Preparation of and issuing variation orders on behalf of and after consultation with the client
- Attend regular site, technical and progress meetings
- Inspect works for conformity to contract documentation
- Adjudicate and resolve financial claims by contractor(s)
- Assist in the resolution of contractual claims by the contractor
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required
- Prepare valuations for payment certificates to be issued by the principal agent
- Witness and review of all tests and mock-ups carried out both on and off site
- Check and approve contractor drawings for design intent
- Update and issue drawings register
- Issue contract instructions as and when required.
- Agree and verify final quantities during construction with the contractor.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion certificates and defects lists.
- Arrange for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.
- Advice to the client on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor.
- Inspect and verify the rectification of defects.
- Prepare comments for relevant payment valuations and completion certificates.
- Prepare as-built drawings and documentation.
- Agree final quantities with contractor(s), compiling final accounts and issuing final payment certificates.

<b>Volume</b>	1	2	3			
<b>Part</b>	T1	T2	C1	C2	C3	C4

## 5.5 ESTABLISHMENT/EVALUATE BASELINE WATER USE FOR PROJECT AREAS

The Implementing Agent will update the previous Service Provider's report and make further recommendations based on the new information available once meters are installed as well as any additional information sourced during the appointment.

## 5.6 PROJECT MANAGEMENT AND REPORTING

Task 1: Project Management

- Preparation and Management of the Project Execution Plan
- Preparation of Monthly Progress Reports
- Attendance of a monthly Project Steering Committee

Task 2: Stakeholder Management

- Facilitate and engage internal and external stakeholder
- It is importance that all relevant stakeholders are engaged throughout the process i.e. Councillors and stakeholders should be engaged.
- Analyse the internal and external stakeholder expectations and influences
- Development of appropriate strategies to work with identified stakeholders
- Managing conflict among stakeholder and providing leadership

## 5.7 DELIVERABLES

### 5.7.1 Basic Planning Report/Inception Report

- a) Inception Report (will also include condition inspection and infrastructure and service gap analysis reports)

### 5.7.2 Tender design and Tender documentation

- a) Tender Design Report (including Working drawings, Bill of Quantities, Priced BOQ for cashflow plan approval, Programme, etc)
- b) Tender documentation (including tender conditions, specifications, drawings, contract, etc)

### 5.7.3 Procurement

- a) Tender Evaluation report(s)

### 5.7.4 Contractor Management and supervision

- a) Schedules of predicted cash flow
- b) Construction documentation
- c) Construction Report
- d) As built drawings

### 5.7.5 Project Management and reporting

- a) Monthly Progress Reports including (cashflow plan, Risk report, Performance report, Project minutes, Completion certificates, Budget reconciliation report, Stakeholder Management reports, etc)
- b) Final report

## 6 CO-OPERATION WITH OTHER SERVICE PROVIDERS

The Implementing Agent will interact with Aurecon on the Masterplan and other service providers who are working with Polokwane Municipality

<b>Volume</b>	<b>1</b>	<b>2</b>	<b>3</b>			
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4

Scope of Work

## 7 ACCESS TO SITE

Site access will need to be arranged in accordance with the Municipality's policies, regulations and procedures in terms of accessing site.

<b>Volume</b>	1	2	3			
<b>Part</b>	T1	T2	C1	C2	C3	C4

## APPENDIX A: INVESTIGATIVE STUDY RECOMMENDATIONS

### BULK METER REPLACEMENT/ INSTALLATION

The following bulk meters should be replaced/installed:

Ref	Description
Proposed Meter 1	Install new 150mm diameter on unmetered connection. New meter installation in RC chamber.
Proposed Meter 2	Install new 150mm diameter on unmetered connection. New meter installation in RC chamber.
Proposed Meter 3, 4, 5, 6	Install new 150mm diameter on two unmetered inlets and New meter installations in RC chambers.
Proposed Meter 8	Install new 150mm diameter Inlet. New meter installation in RC chamber.
Proposed Meter 9	Install new 500mm diameter on unmetered 900mm diameter outlet. New meter installation in RC chamber.
Proposed Meter 10	Install new 150mm diameter on unmetered supply to the Silicon Smelters area. New meter installation in RC chamber.
CoP Meter 5	Supply and replace 500mm diameter insert at the Outlet

### PRESSURE MANAGEMENT

All PRV chambers should be cleaned, pumped and secured. The visible leaks should be repaired and the PRVs should be serviced.

Ref	Name	Description
CoP PRV 1	PRV	Pump out water and clean chamber Re-instate/replace concrete roof panels, Service PRV and PRV Control Circuit, Install Lockable manhole cover
CoP PRV 2	PRV	Pump out water Service PRV and PRV Control Circuit Install Lockable manhole cover
CoP PRV 3	PRV	Pump out water Service PRV and PRV Control Circuit Install Lockable manhole cover
CoP PRV 4	PRV	Pump out water and clean PRV chamber Service PRV and PRV Control Circuit Install Lockable manhole cover. Replace the 2 x 200mm and 2 x 150mm water butterfly isolating valves
CoP PRV 5	PRV	Service PRV and PRV Control Circuit install Lockable manhole cover
CoP PRV 6	PRV	Pump out water Service PRV and PRV Control Circuit Install Lockable manhole cover
CoP PRV 8	PRV	Pump out water Clean PRV control circuit Install Lockable manhole cover
CoP PRV 10	PRV	Clean chamber Service PRV and PRV Control Circuit Install Lockable manhole cover
CoP PRV 11	PRV	Service PRV and PRV Control Circuit install Lockable manhole cover
CoP PRV 14	PRV	Service PRV and PRV Control Circuit Install Lockable manhole cover

<b>Volume</b>	1	2	3			
<b>Part</b>	T1	T2	C1	C2	C3	C4

**TOP 20 CONSUMER METER IMPROVEMENT AND MONITORING CHECK**

Undertake meter audits, and where required, subsequent meter replacement at all the Top 20 consumers in Polokwane. It is also required to install GSM flow data loggers at these 20 consumers.

- Meter audit and zero pressure test at top 20 consumers. Rate to include provision of spreadsheet with captured data, photos and summary report.
- Supply and replace 2 No. 50mm dia consumer meter
- Supply and replace 2 No. 80mm dia consumer meter
- Supply and replace 2 No. 100mm dia consumer meter
- Supply and replace 2 No. 150mm dia consumer meter
- Supply and install 20 No. GSM data logger and display data on web-based platform

**FLOW, PRESSURE AND LEVEL MONITORING**

Permanent GSM data loggers are to be installed at key locations to measure the flow, pressure and reservoir levels. The data obtained from these loggers should be displayed on a web-based platform.

- Supply and install 2 pressure channel, 1 flow channel GSM Data Loggers at PRVs. Cost to include displaying data on web-based platform for 4 years.
- Supply and install 2 flow channel GSM Data Loggers at bulk meters. Cost to include displaying data on web-based platform for 4 years.
- Supply and install 8 channel GSM Data Loggers at reservoirs to monitor incoming pressure and reservoir level. Cost to include displaying data on web-based platform for 4 years.