



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

REQUEST FOR BID

BID NUMBER: WP11445

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO FINALISE THE DEVELOPMENT
OF LEVEL TWO (2) DISASTER MANAGEMENT PLAN FOR A PERIOD OF TWENTY-FOUR (24)
MONTHS**

ISSUE DATE:

28 JULY 2023

CLOSING DATE:

29 AUGUST 2023 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

**Venue: Department of Water and Sanitation Ndinaye Building Board Room 4025, 178 Francis Baard Street, Pretoria
Date: 17 August 2023
Time: 10:00am**

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. Bidders who are not VAT Vendors are not allowed to charge VAT 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. 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 bidden 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	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this 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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11445	CLOSING DATE: 29 August 2023	CLOSING TIME: 11:00AM		
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO FINALISE THE DEVELOPMENT OF LEVEL TWO (2) DISASTER MANAGEMENT PLAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Winnie Dolamo		CONTACT PERSON	Mr. Kenneth Makhubele	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6896	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	makhubelek@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO FINALISE THE DEVELOPMENT OF LEVEL TWO (2) DISASTER MANAGEMENT PLAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

NAME OF BIDDER:PROJECT NO: **WP11445**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **29 August 2023**

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 INCURRED
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

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 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr. Kenneth Makhubele

Tel: 012 336 6896

E-mail address: makhubelek@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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported

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

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
Total points for Price and SPECIFIC GOALS	100

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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\max} = 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
Total	100

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
Total points for SPECIFIC GOALS	20

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

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights.**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)
- 35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za

35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified

35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.

35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.

35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.

35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

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

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

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

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE
DEVELOPMENT OF LEVEL 2 DISASTER MANAGEMENT PLAN FOR A PERIOD OF
24 MONTHS.**

TERMS OF REFERENCE

**Specialist Unit: Water Resource Policy, Strategy and Evaluation
Department of Water and Sanitation
Private Bag X313,
Pretoria, 0001
Republic of South Africa**

PROJECT NO:

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THE DEVELOPMENT OF LEVEL 2 DISASTER MANAGEMENT PLAN

1 INTRODUCTION AND BACKGROUND

Disaster Management (DM) is coordinated within the Department of Water and Sanitation (DWS) by the Specialist Unit: Water Resource Policy, Strategy and Evaluation under the Branch: Water Resource Management. The functions of the Unit include development of disaster management strategies and plans and the coordination of disaster related activities within DWS.

The Department has an approved Level 1 Disaster Management Plan that has been implemented since 2013. The Level 1 Disaster Management Plan (DMP) aimed to achieve the following objectives:

- (i) Set up institutional capacity for coordination of water related disaster management activities within DWS
- (ii) Prevention and reduction of water-related disaster risks;
- (iii) Mitigation of impacts; preparedness for effective response to water related disaster; and
- (iv) Minimize loss and property damage; and quick recovery from the impacts of water-related disasters.

A Level 1 Disaster Management Plan applies to national or provincial organs of state and municipal entities that have not previously developed a coherent disaster management plan. It focuses primarily on: establishing a foundation for institutional arrangements for disaster management, putting in place contingency plans for responding to known priority threats as identified in the disaster risk assessment, identifying key governmental and other stakeholders, and developing the capability to generate a Level 2 Disaster Management Plan.

Water-related disasters take many forms, and range in the extent of their influence from local to national levels. They threaten life, health and livelihoods, especially among the poor, and damage valuable infrastructure.

DWS disaster risk management is mainly focussed on three main categories, water quantity (floods and droughts), water quality (water pollution) and water infrastructure and related systems.

1.1 POLICY AND LEGISLATIVE FRAMEWORK

In terms of section 41(1)(b) of the **Constitution of the Republic of South Africa (Act 108 of 1996)**, all spheres of government are required to "secure the well-being of the people of the Republic". According to Part A, Schedule 4, disaster management is a functional area of concurrent national and provincial legislative competence.

The approach to disaster risk in South Africa has undergone major reform since 1994, when government took the decision to move away from the prevailing philosophy and practice those disasters were inevitable and could only be dealt with once they had occurred. South Africa has aligned itself with international developments in the field of disaster management. These include an emphasis on the use of disaster risk reduction

strategies to build resilience and promote sustainable livelihoods among individuals, households, communities and environment. A consultative process was undertaken which culminated in the publication of the Green Paper in 1998 and the **White Paper on Disaster Management which was gazetted in 1999**. The White Paper underscores the importance of preventing human, economic and property losses and avoiding environmental degradation.

Thereafter the **Disaster Management Act, (Act No. 57 of 2002)** was promulgated in 2002. Disaster Management Act (DMA) described the management of disasters as the responsibility of a wide and diverse range of role players and stakeholders. In giving effect to the fact that disaster management is the responsibility of a wide and diverse range of role players and stakeholders, the Act emphasizes the need for uniformity in approach and the application of the principles of co-operative governance. In this regard, it calls for an integrated and coordinated disaster management policy, which focuses on risk reduction as its core philosophy. To achieve consistency in approach and uniformity in the application of the Act, section 6 of the DM Act mandates the Minister of CoGTA to prescribe a national disaster management policy framework.

In accordance with this mandate, the **National Disaster Management Framework (NDMF) policy was developed and gazette on 29 April 2005 (Government Gazette, Vol. 478, No. 27534)**. The national disaster management framework is the legal instrument specified by the Act to address such needs for consistency across multiple interest groups, by providing 'a coherent, transparent and inclusive policy on disaster management appropriate for the Republic as a whole' (section 7(1)). In this context, the national disaster management framework recognizes a diversity of risks and disasters that occur in Southern Africa, and gives priority to developmental measures that reduce the vulnerability of disaster-prone areas, communities and households. Also, in keeping with international best practice, the national disaster management framework places explicit emphasis on the disaster risk reduction concepts of disaster prevention and mitigation as the core principles to guide disaster risk management in South Africa. The national disaster management framework also informs the subsequent development of provincial and municipal disaster management frameworks and plans, which are required to guide action in all spheres of government.

The NDMF comprises of four key performance areas (KPA's) and three supporting enablers required to achieve the objectives set out in the KPA's. These KPA's can be summarized as follows:

- **Institutional Capacity:** Building integrated constitutional capacity to enable effective implementation of DM legislation, policy, strategy and plans.
- **Risk Assessment:** Establishing a uniform approach to assess and monitor disaster risks that will inform disaster risk planning and reduction.
- **Risk Reduction:** Ensuring the development and implementation of DM plans and risk reduction programmes.
- **Response and Recovery:** Ensuring effective and appropriate disaster response and recovery through an appropriate early warning system and response and recovery measures.

The three supporting enablers include:

- **Information and Communication:** Establishing an appropriate information and communication system to support DM planning and execution with all relevant role-players and stakeholders.
- **Training, Education, Public Awareness and Research:** Promoting a culture of risk avoidance and reduction among all stakeholders and capacitating all role-players through integrated education, training and public awareness programs, informed by appropriate research and development (R&D).
- **Funding arrangements for disaster risk management:** Establishing mechanisms for the funding of disaster risk management in SA.

The Department of Water and Sanitation has the sole responsibility in terms of Section 2 of the **National Water Act (Act No. 36 of 1998)** amongst others, to protect aquatic and associated ecosystems and their biological diversity; reducing and preventing pollution and degradation of water resources; promoting dam safety and; managing floods and droughts. Section 140 (c) (iii) requires the development of the National Information System to provide information to water management institutions, water users and public for public safety and disaster management.

The **Water Services Act (Act 108 of 1997)** section 21(2)(e)(i) indicates that conditions under which water services are provided may provide for the general limitation or discontinuation of water services where national disasters cause disruptions in the provisioning of services.

DWS National Sanitation Policy of 2016, main objective of sanitation services in disasters is to reduce the transmission of faecal-oral diseases and exposure to disease, bearing vectors through the promotion of:

- Good hygiene practices
- The provision of safe drinking water
- Reduction of environmental health risks
- The constitutes that allow people to live with good health, dignity, comfort and;
- Security

1.2 CONTENT REQUIREMENTS OF A LEVEL 2 DISASTER MANAGEMENT PLAN (DMP)

The NDMF provides for a phased approach to DM risk management planning and implementation starting with the initial Level 1 and progressing to the Level 3 DMP. Information completed as part of implementation of the earlier levels will service as input into the next level especially on what has been achieved and the remaining gaps identified. During the development and implementation of the Level 1 DMP, the capability for DM should be developed within an organ of state.

A Level 2 DMP applies to the National, Provincial and Municipal Organs of state that have established the foundation institutional arrangements and are building the essential supportive capabilities needed to carry out comprehensive disaster risk management activities (NDMF, GN 654 of 2005, par 3.1.1.2). It includes establishing processes for a comprehensive disaster risk assessment, identifying and establishing formal consultative mechanisms for development of disaster risk reduction projects and introducing a supportive information management and communication system and emergency communications capabilities.

Considering the work done during the development and implementation of the DWS Level 1 DMP, and considering what is required for the Level 2 DMP the following activities are also now specified to be incorporated in the updated DMP (Section 11 the Disaster Management Amendment Act (DMAA), 2015, Act 16 of 2015, Government Gazette No 39520, 15 December 2015) that amends Section 25 of the DMA, 2002):

- a) conduct a disaster risk assessment for the DWS functional area;
- b) identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human induced threats;
- c) prepare a disaster management plan setting out—
 - (i) the way in which the concept and principles of disaster management are to be applied in the DWS functional area, including expected climate change impacts and risks for DWS;
 - (ii) DWS role and responsibilities in terms of the national or provincial disaster management framework;
 - (iii) DWS role and responsibilities regarding emergency response and post-disaster recovery and rehabilitation;
 - (iv) DWS capacity to fulfil its role and responsibilities;
 - (v) particulars of the DWS disaster management strategies;
 - (vi) contingency strategies and emergency procedures in the event of a disaster, including measures to finance these strategies; and
 - (vii) specific measures taken to address the needs of women, children, the elderly and persons with disabilities during the disaster management process;
- d) co-ordinate and align the implementation of the DWS plan with those of other organs of state and institutional role-players;

- e) provide measures and indicate how DWS will invest in disaster risk reduction and climate change adaptation, including ecosystem and community-based adaptation approaches; and
- f) develop early warning mechanisms and procedures for risks identified in its functional area.

A DMP must be structured on the one hand to show alignment with the concepts articulated by the NDMF whilst on the other hand guarantee legislative compliance with Sections 25, 38, 39, 52 and 53 of the DMA. Given this, the structure of a DMP must at least have the following components.

- a) **A preface** to provide the preliminary information of the plan.
- b) **Chapter 1: Introduction and background** to provide a detailed description of the organ of state in relation to disaster management.
- c) **Chapter 2: Constitutional, legislative and policy mandates** to provide particulars of the policy and legal obligation(s) applicable in terms of the DMA, the respective organ of states' legal mandate and an examination of which risks could be adequately dealt with within that legislation.
- d) **Chapter 3: Integrated institutional capacity** to provide particulars of the capacity established within the organ of state to enable the effective development and implementation of disaster management policy and legislation.
- e) **Chapter 4: Risk assessment** to provide a uniform approach to assessing and monitoring disaster risks that will inform disaster risk management planning and disaster risk reduction undertaken the organ of state.
- f) **Chapter 5: Disaster risk reduction** to ensure that the organ of state develop and implement integrated disaster risk management plans and risk reduction programmes in accordance with approved frameworks.
- g) **Chapter 6: Preparedness planning** to ensure effective and appropriate preparedness planning by implementing a uniform approach to the dissemination of early warnings and averting or reducing the potential impact in respect of personal injury, health, loss of life, property, infrastructure, environments and government services through appropriate contingency plans
- h) **Chapter 7: Response** to ensure effective and appropriate disaster response by implementing immediate integrated and appropriate response measures when significant events or disasters occur or are threatening to occur.
- i) **Chapter 8: Recovery** to ensure effective and appropriate disaster recovery by implementing all rehabilitation and reconstruction strategies following a disaster in an integrated and developmental manner.
- j) **Chapter 9: Testing and review** of the plan to set out the testing and review schedule of the plan.
- k) **Chapter 10: Contact details & Reference** documents to provide contact details and information on the reference material relevant to the plan

2. OBJECTIVES OF THE PROJECT

The Level 2 DWS Disaster Management Plan aim to achieve the following objectives:

- Prevention and reduction of water-related disaster risks;
- Mitigation of impacts; preparedness for effective response to water-related disasters;
- Minimize loss and property damage; and quick recovery from the impacts of water-related disasters.

3. SCOPE OF WORK / METHODOLOGY

3.1 PROJECT OBJECTIVES

The objectives of the project for development of a Level 2 DWS Disaster Management Plan are:

- Ensure the DWS is able to fulfil all its required responsibilities in terms of the National Disaster Management Act and the NDMF;
- Conduct a disaster risk assessment for the DWS functional area;
- Identify and map risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human induced threats
- Ensure that there is implementation of contingency strategies and emergency procedures including measures to finance these strategies;
- Assist DWS to invest in disaster risk reduction and climate change adaptation;
- Finalising all content required for development of a Level 2 DWS DMP;
- Ensure that DWS Internal Audit findings are resolved through implementing the required action.

3.2 PROJECT SCOPE

3.2.1. Task 1: Inception

- An inception meeting between DWS and the appointed service provider to agree on the scope of work, timeframes, and products to be developed during the project. An Inception Report was developed by the DWS in-house. The appointed PSP will only review the Inception Report and update based on the inception the meeting;
- Prepare a programme for implementation of the different tasks of the project;
- Ensure that there would be sufficient capacity building, training, awareness raising and participation by the relevant DWS National and Provincial staff.

3.2.2. Task 2: Developing process support and advisory materials and formats

- Developing process support and advisory materials and formats and finalising these, with logistical arrangements, with the inputs from National and the Provincial Disaster Management Champions.

3.2.3 Task 3: Conduct a risk assessment for the DWS functional areas, i.e. catchments, WSAs and provincial boundaries

- Assess and review the developed Risk Assessment template;
- Developing criteria for comprehensive scientific water-related risk assessments through workshops and individual discussions;
- Workshop the Risk Assessment approach to National/Head Office and Provincial staff at the Disaster Management Technical Task Team meeting;
- Keep comments and response registers;
- Update National/Head Office and Provincial Office Risk Assessment;
- Obtain comments on the draft from the relevant DWS National/Head Office units and Provincial Offices.
- Finalise document for each of four scientific water-related hazards and contingency plans for each hazard;
- Liaise closely with DWS Project Steering Committee, Technical Working Group and Disaster Management Champions during the execution of this task;

3.2.4 Task 4: Compile the identified and mapped risks, areas, ecosystems, communities and households that are exposed or vulnerable to physical and human induced threats

- The information management system associated with the results of this task will have to be done through close cooperation of the developers of National Integrated Water Information System (NIWIS) and DWS GIS Unit to assist with the creation of the maps. Then South African National Space Agency (SANSA) committed to provide maps to DWS for this process also.
- A Gap Analysis information has been done to determine the available information and the gaps that need to be addressed by the PSP to complete the mapped out risk assessments:

Table 1: Information from Department of water and Sanitation and Council of Scientific and Industrial Research

LEVEL 2 DISASTER MANAGEMENT PLAN INFORMATION MANAGEMENT					
Legislative Frameworks and Guidelines	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links
Policy for Disaster Management	National Disaster Management Act (No 57 of 2002)		Section 20,33 and 47: Mitigation and prevention in National, Provincial and Municipal level	National Disaster Management Centre	www.google.com
Policy Framework for DM	National Disaster Management Framework of 2005		Key Performance Area 2: Risk Assessment and Monitoring and Section 2.1-2.3 on Disaster Risk Assessment and risk reduction planning	National Disaster Management Centre	
Policy for Water Resource Management	National Water Act (No 36 of 1998)			Department of Water and Sanitation	
Policy for Water Sector Regulation	National Water Services Act (No 108 of 1997)			Department of Cooperative governance and Traditional Affairs	
Policy Framework for Disaster Management	Sendai Framework (2015-2030)	Focusing on Risk reduction initiatives		UNESCO	
Policy Framework for Disaster Management	Hyogo Framework (2005-2015)	Focused on establishing Disaster Management Policies and Institutional arrangements of Disaster Management in sector role players in each country and not focused on Risk reduction initiatives		UNESCO	

Policy Framework for Disaster Management	Windhoek Convention				UNESCO	
Guideline for Disaster Management Plan development	NDMC Guidelines of DMP development				National Disaster Management Center	
International guideline on Risk Assessment Approach	National Disaster Risk Assessment, Governance System, Methodologies and Use of Results				UNESCO	
Domestic Standard on DM Implementation	Terminology and Implementation SANS 10264-1:2009				South African National Bureau Standard	
Domestic Standard on DM Implementation	All risk emergency operation SANS 10264-2:2009				South African National Bureau Standard	
Domestic Standard on DM Implementation	Hazard Specific Response Planning SANS 10264-3:2009	Focus is on floods and dam failure and not on drought and water quality hazards		Risk Assessment approach on all water related hazards	South African National Bureau Standard	
Drought Hazard Information	Available Information	Gaps in the Information	Information needed to conduct Risk Assessment Maps	Source	Links	
NIVIS Disaster Management Dashboard	Streamflow data	Verified and unverified data may be used	Verified data should be used	HYDSTRA	www.dws.gov.za	
	Groundwater data	Verified and unverified data may be used	Verified data should be used	DWS Website and HYDSTRA		
	Monthly average rainfall data	The DWS is not the sole data custodian. Incomplete data found in HYDSTRA AND DWS website. Majority of verified data found in SAWS	Verified data found in SAWS.	DWS website (Incomplete), HYDSTRA (Incomplete) and South African Weather Services (SAWS)		

Dam Levels data		Verified and unverified data of National and Provincial state of dams in RSA	Verified data should be used	DWS Website and HYDSTRA	Green Book I Adapting settlements for the future
Affected Settlement Data			Verified data should be used	Agricultural Research Council	
Umlindi Report	SPI, Rainfall, VCI, NDVI, soil saturation		Verified data should be used	Agricultural Research Council	
Greenbook: Drought dashboard that features sub-dashboards:	Maps that have incorporated Standard Precipitation Index (SPI) and Precipitation-Evapotranspiration Index (SPEI) to project. The maps use risk matrices to classify the drought in each of the maps. There are adaptation strategies to each scenario	There is no integrated data that includes Streamflow data, Groundwater data and Dam Levels data to classify the drought. The data only relies in rainfall data with an assumption that rainfall influences run-off	Maps that integrate Streamflow data, Groundwater data, rainfall Levels data to classify the drought. Such a dashboard does exist in the NIMIS.	CSIR	
(1) Dryness and Wetness	SPI information classified as: [SPI < -2.0 (exceptionally drier); SPI > 2.0 (wetter); -0.5 < SPI < 0.5 (near norm)]				
(2) Drought Tendencies	Change in drought tendencies from 1995 to 2024. the drought tendencies have been classified between [1.5- (-2.7)]				
(3) Settlement Impact	SPI information classified as: [Low > 0.0; medium > -0.2-0.0; high > (0.0) -(-0.2) and extreme (< (-0.4)]				

Flood Hazard Information	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links
NIMIS Climate Change Dashboard	Maps indicating changes in mean annual precipitation and streamflow data in the quinary catchments. The data can be delineated in quaternary and water management area. The risk map indicates the change in percentage in mean annual rainfall and streamflow projection in each quinary, quaternary and water management area	Real time data is not verified. One must be cautious when using the data on the dashboard	Verified data should be used	DWS website (Incomplete), HYDSTRA (Incomplete) and South African Weather Services (SAWS)	www.dws.gov.za
Greenbook: flood dashboard that features sub-dashboards:	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links
(1) Flood Hazard Index	Maps indicating rainfall data averaged at quinary catchment level. The flood hazard index is classified as: Very low (green), medium (yellow) and very high (red)	There is no integrated data that includes Streamflow data, Groundwater data and Dam Levels data to classify the drought. The data only relies in rainfall data with an assumption	Maps that integrate Streamflow data, Groundwater data, rainfall data, settlement data and Dam Levels data to classify the drought. Such a dashboard does exist in the NIWIS. Flood line data per water management area	CSIR	Green Book I <u>Adapting settlements for the future</u>

(2) Future Impact	<p>Maps indicating the 95-percentile rainfall over quinary catchment level. The future impact is classified as: Significant decrease, moderate decrease, slight decrease, slight increase, moderate increase and significant increase in rain. The projections are mean ratio of near future (2021-2050) to current (1971-2000)</p>	<p>that rainfall influence run-off. No floodline data available.</p>			
(3) Settlement Impact	<p>Maps indicating an integrated information on Flood Hazard Index: Low < 0.06; Medium 0.06-0.08; High > 0.08. Extreme rainfall classes: no increase <1; Low 1-1.05 and high > 1.05.</p>				
Surface Water Supply Risk Information	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links

Greenbook: Surface Water Dashboard	Maps indicating surface water supply in Strategic Water Source Areas. Data is from Reconciliation and All Town studies. Mean Annual Precipitation (MAP), Mean Annual Evaporation (MAE) (mm/a), Mean Annual Run-off (Mm3/a), demand per capita (defined as DWS All Town Studies which is the average litre per capita per day), current supply per capita (l/p/d) and water source dependency (surface or groundwater %) is used to indicate the availability of surface water supply		Verified data from WARMS and Reconciliation and All Town Studies	CSIR, WARMS and DWS website	<u>Green Book I</u> <u>Adapting settlements</u> <u>for the future</u>
Greenbook: Current Water Supply Vulnerability Dashboard	Maps indicating ratio of total water demand to water supply of municipalities. Data is outsourced from Reconciliation and All Town studies. Mean Annual Precipitation (MAP), Mean Annual Evaporation (MAE) (mm/a), Mean Annual Run-off (Mm3/a), demand per capita (defined as DWS All		Verified data from WARMS and Reconciliation and All Town Studies	CSIR, WARMS and DWS website	<u>Green Book I</u> <u>Adapting settlements</u> <u>for the future</u>

	Town Studies which is the average liter per capita per day), current supply per capita (l/p/d) and water source dependency (surface or groundwater %) is used to indicate the availability of surface water supply				
Greenbook: Future Water Supply Vulnerability Dashboard	<p>Maps indicating ratio of total water demand to water supply of municipalities. Data is outsourced from Reconciliation and All Town studies. Mean Annual Precipitation (MAP), Mean Annual Evaporation (MAE) (mm/a), Mean Annual Run-off (Mm3/a), demand per capita (defined as DWS All Town Studies which is the average liter per capita per day), current supply per capita (l/p/d) and water source dependency (surface or groundwater %) is used to indicate the availability of surface water supply</p>	The data excluded the climate change impacts and water supply augmentation options for high population versus medium population	Verified data from WARMS and Reconciliation and All Town Studies	CSIR, WARMS and DWS website	Green Book I <u>Adapting settlements for the future</u>

Water Quality Information	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links
Raw water quality	Maps indicating the following data: Electrical conductivity (total dissolved salts), pH, Turbidity, E.coli, Faecal coliform, Total coliforms, Free available chlorine (residual, chlorine), Arsenic, Cadmium, Copper, Zinc, Iron, Nitrate, Nitrite, Fluoride, Chloride, Sulphate, Sodium, Calcium, Magnesium, Manganese, and Potassium Hardness	Data is biased and needs verification. The data is for dams and rivers	(i) Ideal water quality (ii) Good water quality (iii) Marginal water quality (iv) Poor water quality (v) Unacceptable water quality.	Water Management System (WMS)	http://www.dwa.gov.za/iwqs/default.aspx ; http://www.dwa.gov.za/iwqs/wms/default.aspx
Eutrophication	Maps indicating Chlorophyll a, Phosphate, Nitrate and Ammonia	Approval to use the data/information cannot be misconstrued. The use of information data is restricted to use for academic, research or personal purposes. Data is supplied with no expressed or implied warranty as to its suitability for purpose, accuracy, or completeness.	(i) Green: Low nutrients levels (ii) Yellow: Medium nutrients levels (iii) Red: High nutrients levels	Water Management System (WMS)	http://www.dwa.gov.za/iwqs/eutrophication/NEMP/default.aspx ; South African water quality guidelines, 1996, Reserve Determination Measures
Water Services	Available Information	Gaps in the information	Information needed to conduct Risk Assessment Maps	Source	Links

IRIS Wastewater Management	WWTWs and their compliance in Chemical, Microbial and physical variables	Classification of risk posed by discharged effluent into the rivers. The data gap in some of the WWTWs because the information is not uploaded onto the IRIS. Information needs to be verified and used cautiously. In cases where there is data gap, we can use the CRR of the WWTWS	<p>(i) Effluent of ideal water quality</p> <p>(ii) Effluent of good water quality</p> <p>(iii) Effluent of marginal water quality</p> <p>(iv) Effluent of poor water quality</p> <p>(v) Effluent of unacceptable water quality.</p>	IRIS	Effluent Discharge Into South African Rivers: IRIS (dwa.gov.za)
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Table 2: Information from South African Space Agency

FLOOD RISK MAP	INFORMATION AVAILABLE	GAP INFORMATION FROM DWS	DWS NEEDS
	Streamflow data, rainfall data, Surface storage volumes of dams & Operating rules of dams	Digital Elevation maps of river catchments	Flood delineation for 1-10 year or 1-20 years or 1-100-year floods
		Housing, social infrastructure such as schools and hospitals, transport infrastructure, industrial sites, agricultural land, protected areas and other types of assets and natural ecological infrastructure	Categorize the risks: Low, medium to high risks
SANSA Flood Decision Support Tool	INFORMATION AVAILABLE	GAP INFORMATION FROM DWS	DWS NEEDS
	Flood inundation scenarios developed against human settlement layers	Lack of shapefiles indicating floodline except in the Vaal Catchment between Vaal Dam and Bloemhof Dam	Floodline Risk maps on all catchments using streamflow data and the topographic and land use shapefiles. The risk should be categorised as low, medium, high risks.
	Flood inundation layers show areas that are likely to be flooded at 1 meter, 3 meter, and 5-meter rise in water levels in South Africa. These layers can be used to support early warning for floods and to identify settlements that are at risk of being flooded		
Water Quantity Information Service	INFORMATION AVAILABLE	GAP INFORMATION FROM DWS	DWS NEEDS
Water Quantity Information Service	Large dams capture and store the bulk of the countries water reserves with the largest +/- 210 dams storing approximately 70% of the overall man-made water storage in South Africa.	There are over 280 000 dams across the country that are currently not monitored on a consistent basis	National dams at risk of decrease in water supply assurance because of factors such as siltation and surface body plants

	<p>Large / medium Dams \pm 210 also monitored by DWS (\pm72%)</p> <ul style="list-style-type: none"> - Large / medium Dams (DWS Dam Safety Db) \pm 510 (\pm10%) - Large / medium Dams (remaining > 25000 m3) \pm 27,400 (\pm15%) - Small dams the remaining (< 25000 m3) \pm 248,000 (\pm3%) 		
Early Observation Product	<p>The SD 6.6 data covers a change in the extent of water-related ecosystems over time:</p> <ul style="list-style-type: none"> 6.6.1a. Spatial Extent 6.6.1.b. Water Quantity 6.6.1.c. Water Quality 6.6.1.d. Ecosystem health 		
Ecosystem wetland monitoring	<p>Monitoring the temporal occurrence of water in the pan wetlands</p> <p>Distinguish between permanently inundated and temporarily inundated pans and pans permanently covered by vegetation</p>		

3.2.5 Task 5: Prepare a Level 2 Disaster Management Plan (DMP)

The DMP will set out the following:

- a) The way in which the concept and principles of disaster management are to be applied in the DWS functional area, including expected climate change impacts and risks for DWS;
- b) DWS role and responsibilities in terms of the national or provincial disaster management framework;
- c) DWS role and responsibilities regarding emergency response and post-disaster recovery and rehabilitation and contingency plans;
- d) DWS capacity to fulfil its role and responsibilities;
- e) particulars of the DWS disaster management strategies;
- f) contingency strategies and emergency procedures in the event of a disaster, including measures to finance these strategies/projects; and
- g) specific measures taken to address the needs of women, children, the elderly and persons with disabilities during the disaster management process;

During the development of the Level 2 DMP -

- Comprehensive consultation with DWS National and Provincial offices will take place;
- A comments and response register will be kept during the process;
- the appointed PSP must take into cognisance the draft level 2 DMP that was developed by DWS in-house. The document will be finalised for each of four scientific water related hazards in the Level 1 DMP.

3.2.6 Task 6: Assist DWS with proposed Risk Reduction projects DMAA

- a) Provide measures and indicate how DWS will invest in disaster risk reduction (including disaster risk reduction projects) and climate change adaptation, including ecosystem and community-based adaptation approaches; and
- b) Develop early warning mechanisms and procedures for risks identified in its functional area.

3.2.7 Task 7: Finalising regulation strategies, including possible floodplain development policies, penalties

- These strategies will have to consider relevant other DWS strategy developed or in the process to be developed, such as a water quality strategy, water pricing strategy, sanitation policies and strategies, and other hydrological related policies and strategies within DWS.

3.2.8 Task 8: Formalising trans-boundary co-operation and integration on disaster management in the water sector

- Include all trans-boundary co-operation agreements such as KOBWA etc, used to reduce the risk of water ecosystems.

3.2.9 Task 9: Provide further training/capacity building workshops to DWS National and Provincial Office staff and key stakeholders during the development and implementation of the this project

This will entail at least the following:

- Maintaining the knowledge sharing workshops
- Ensure that there are continuous training
- Prepare the presentations to be done at appropriate meetings and forums identified;
- Record and prepare minutes of identified meetings;
- Keep comments register as appropriate;

3.2.10 Task 10: Finalise the DWS DM Communication Strategy

- The DWS has a draft DM Communication Strategy, ensure that strategy is aligned with the Organisational Structure and relevant to the execution of disaster function.

3.2.11 Task 11: Develop the monitoring, evaluation and reporting system to track disaster risk reduction initiatives

- Develop a Monitoring, Evaluation and Reporting toolkit
- Develop a reporting template
- Evaluation of draft Contingency Plan and update the plan
- Evaluation of Progress Report to be submitted to NDMC

3.3 PROJECT MANAGEMENT SUPPORT

- Establishment of effective project management structures;
- Establishment of an effective product delivery system;
- Project communication and reporting structures; and
- Effective financial management and reporting for the project.
- Having input workshop to discuss and obtain inputs on the Level 2 DMP and other tasks
- Drafting a close-out and advisory report with recommendations for the suggested way forward and development of Level 3 Plan
- Finalizing the Level 2 DMP and other Tasks.

3.4 COMMUNICATION AND LIAISON

The process of developing the level 2 DMP is underpinned by a stakeholder engagement. Stakeholder and public consultation process should take place throughout the duration of the project. The appointed PSP should budget and make provision for a stakeholder engagement plan to engage with all relevant stakeholders throughout the duration of the project. A register of all stakeholders that need to be consulted should be compiled and a database should be created to capture all the comments received during the project. The scope of the communication and liaison services to be provided by the PSP will include, but not be limited to the following:

- Consolidated stakeholder database.
- DWS has appointed the Project Steering Committee and the Project Task Team. PSP will be provided with list of appointed members.
- Project Steering Committee (PSC): a minimum of 4 meetings throughout the project period. The PSC is comprised of members from WRC, NDMC, UNESCO and relevant appointed Departmental officials.
- Internal and External consultation sessions (minimum of 9 sessions)
- Sectoral Meetings/Workshops (1 meeting with all relevant sectors)
- Development of appropriate communication material and information products for media and website promotional material.
- Maintenance of the communication database.
- Consolidated issues and response reports.

Logistic and support services for workshops and consultations:

- Project management and administrative support;
- Preparation and direct logistical support to workshops & meetings;
- General secretariat services for the project teams;
- Booking & arrangements of venues, presentation material and infrastructure, catering and publicity;

DWS will fund catering and venues for meetings and workshops directly. It is envisaged that the tasks set out will take two years to complete.

3.5 REPORTING

The appointed PSP shall produce at least the following project management outputs:

- Monthly Progress reports required to properly inform the DWS on progress shall be compiled by the PSP and should document the following:
 - The progress of work against the programme
 - Actual expenditure against cash flow estimates
 - Significant findings and outcomes thereof
 - Corrective actions taken in respect of work programme and
 - Cash flow estimates
 - Ensure that a complete record of proceedings of the project meetings is maintained and appropriately documented.
 - Technical progress reports should be provided after each defined deliverable in the form of an interim milestone report. These reports shall describe the procedures; methodologies followed; the results achieved and shall be prepared and submitted to the DWS according to the milestone programme. These reports will be used as supporting documents towards the compilation of the main study report.
 - The report/s should be provided after each defined deliverable and will need to be approved by the client.
 - Report on study progress (technical and human resources) at project management meetings and at other sessions/forums.

3.6 CAPACITY BUILDING

In terms of building capacity and ensuring skills transfer within the DWS, it will be the responsibility of the PSP to establish a capacity building programme aligned to the skills developmental needs of identified officials responsible for disaster management within DWS. During the inception phase, a capacity building framework should be established between DWS and the PSP containing the required learning areas that will ensure broadening of the skills base of identified officials. Capacity building can be realised through the participation of relevant DWS officials in the project so that they develop an understanding of the development of DMP. This will contribute to the broadening of the skills base through participants being involved in the day to day running of the project.

To ensure skill transfer within the DWS, it is expected that capacity building be offered at 2 different levels, namely:

- mentorship programme,
- capacity building workshops and consultation sessions

The mentorship programme must be designed in a way that will allow the mentee(s) to have technical tasks and responsibilities whose output will feed into the overall technical milestones/deliverables of the project.

The capacity-building workshops will cater for a larger group and will consist of DWS personnel. The topics to be covered for such workshops will be finalised with the PSPs in consultation with the Department. The DWS will second officials to be included in the project team composition as trainees. This is done in order to achieve the departmental objectives of skills transfer. Details of the secondment will be provided at the inception meeting.

4. DELIVERABLES

The table below shows the tasks, deliverables and the estimated timeframe for the PSP to complete tasks and submit reports.

No	Part	Deliverables Outputs	Estimated Timeframes (Months)
1.	Project Inception	Inception meeting Inception Report Stakeholder database Communication plan Capacity building programme	2

No	Part	Deliverables Outputs	Estimated Timeframes (Months)
2.	Literature review	Conduct comprehensive study on water related disaster focusing on three main categories, water quantity (floods and droughts), water quality (water pollution) and water infrastructure and related systems.	4
3.	Review of the documents	Inventory of all documents to be reviewed <ul style="list-style-type: none"> • Inception Report • Literature Review • Gap and Situational Analysis • Draft level 2 DMP Draft Level 2 Disaster Management Plan	2
4.	Draft Risk Assessment Profile maps	Develop and draft a Risk Assessment Profile maps using the relevant data	6
5.	Consultations	Internal and external consultations Address the comments received during the consultations period	4
6.	Communication and Liaison	Compile and maintain a stakeholder database and schedule of meetings Record of stakeholder issues and responses	2
7.	Project Closure	Main Report Draft Review of the Level 2 Disaster Management Plan A project closure report Provide an electronic database/library of all available information collected	4
8.	Capacity Building	Provide a capacity building framework after the first project inception meeting with mechanisms of delivery of the training (such as venues, who needs to be trained and the duration of the training) Provide three detailed capacity-building programme and report (which includes the mentorship, capacity building workshops and stakeholder empowerment sessions [as outlined in section 3.5 of the ToRs])	Throughout the project cycle

*The estimated timeframe indicates the period during which a particular task should be carried out and the final report be submitted to the client. The PSP will, therefore, be paid after each deliverable.

5. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The Department will provide administrative support for public consultations, Project Steering Committee meetings and Technical Working Groups Committee meetings venues for public consultations as well as facilitation of meetings. The Department will also provide information that is accessible within the department or with other departmental service providers.

6. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS

The applicant must compile and submit a written project proposal to the Department as follows:

- a. A detailed understanding of the Terms of Reference (ToR) for the project.
- b. A work breakdown structure containing list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
- c. Proposed Project Schedule in a Gantt format.
- d. A list of deliverables i.e., reports, data and electronic copies.
- e. Proposed project team, team leader and availability of the individual consultant team members. Submission of curricula vitae are required of all persons whom the bidder proposes in executing the tasks.
- f. A reasonable cost estimate (ceiling price) for the project, including VAT.
- g. The Employment Equity Policy of the consultant firm.
- h. TRACK Record of similar work carried out previously

7. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD).		
3	Complete, sign and submit SBD1, SBD3.3, SBD4, SBD6.1		

8. EVALUATION SYSTEM

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. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. Three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Mandatory Compliance (if not complied with bid will be disqualified)

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for Price and Specific Goals (80/20 Preferential System)

8.1 PHASE 1: MANDATORY COMPLIANCE:

Please note that all bidders must comply with the following mandatory requirements- Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

No	Criteria	Yes	No
1	Compulsory Briefing Session attendance. (As evidence, a signed briefing session attendance register)		

8.2 PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

Only bidders who obtain a minimum score of 70 % under Functionality / Technical Evaluation will be considered for further evaluation.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Qualifications of key personnel (Project Team Leader)	Relevant qualifications of proposed project team leader. The project team leader should be someone who holds any of the following: Disaster Management/Development Studies/ Environmental Law/Accounting, Engineering/ Environmental Science/ Environmental Management/ Social Science (<i>Attach certified copies of academic qualifications together with their Curriculum Vitae</i>)		15%	
	Master's Degree and above	5		
	Honours Degree	4		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Bachelor's Degree and B-Tech Degree	3		
	National Diploma	2		
	National Certificate / NQF level 4	1		
Experience of key personnel	Past Experience for project team members refers to previous relevant experience in Disaster Management Plan development and implementation, Strategy development and implementation and Legislation development and implementation that governs water and sanitation services. The key personnel should demonstrate knowledge in project management and water and sanitation services It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services. <i>(Attach copies CVs and copies of published academic articles in reputable journals, or any published work done on water and sanitation service delivery, policy, strategy and legislation by the key personnel)</i>		15%	
	10 years' experience and published articles in any of the aspects above	5		
	8-9 years' experience and published articles in any of the aspects above	4		
	6-7 years' experience and published articles in any of the aspects above	3		
	4-5 years' experience and published articles in any of the aspects above	2		
	3 or less years' experience and published articles in any of the aspects above	1		
Company track record	<p>Contactable reference letters: Bidders must submit signed reference letters from previous clients/employer on the similar work completed.</p> <p>Note that only completed projects will be accepted with a minimum value of R200 000.</p> <ul style="list-style-type: none"> Quality of work 		25%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	<ul style="list-style-type: none"> Relevant work experience 			
	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		
Methodology	<p>Considers the responsiveness to the ToR, the level of detail in the proposal, attention to project management and innovative approaches and ideas. General approach planned methodology and proposed activities towards the undertaking of the project. The following items must be clearly indicated in detail:</p> <ol style="list-style-type: none"> 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 		25%	
	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		
	. Any two of the items above are included	2		
	Any one or less items above are included	1		
Skill transfer	<p>In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water-related disasters. (10 Head Office officials and 9 Provincial Office officials).</p> <p>Capacity building is realised through the following components:</p> <ol style="list-style-type: none"> 1. Hand on practical training including field work. 2. Inclusion of DWS officials in all phases of the project. 3. Develop a capacity building 		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	<p>programme with quantifiable measures.</p> <p>4. Relevant software training and training manuals; and</p> <p>5. Inclusion of local specialists and stakeholders.</p> <p><i>The Service provider is requested to attach a capacity building programme to demonstrate how they will transfer skills through the identified components above)</i></p>			
	All 5 items above included.	5		
	Item 2, 3, 4 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
Expertise	<p>Qualifications are required from a project team member in each of the following study components, Degree in: Disaster Management/ Environmental Science / Management, Water Science, 2. Water Resource / Service Economics, 2. Environmental Law, 4. Developmental Studies, 5. Social Science (stakeholder involvement and public participation), 6. Geographic Information System (GIS) and Remote Sensing, 7. Socio-Economics, 8. Water resource / services modelling and decision analysis, Public policy, 10. Monitoring and Evaluation (<i>Attach certified copies of academic qualifications and proof of registration with authorized/professional bodies if have any, together with their 2 page Curriculum Vitae</i>)</p>		10%	
	Service provider with all 10 items	5		
	Service provider with 1 to 9 items	4		
	service provider with 1 to 8 items	3		
	service provider with 1 to 7 items	2		
	Any 6 or less items	1		
Total			100%	

8.3 PHASE 3: PRICE AND PREFERENCE POINT SYSTEM (SPECIFIC GOALS).

Price

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

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
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
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 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

Conditions:

- Bidders are further requested to provide separate financial and technical proposals.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- The Department will conduct due diligence to ensure company stability.
- Bidders are requested to submit a list of interns or candidates mentored by the company in order to complete their studies or become registered professionals. Provide the list with signed employment agreement, agreement letters with academic institutions or with a regulatory body if any e.g., DMISA, SACNASP, ECSA, SAICA, CIMA, ACCA, IRBA and other. The service provider will be expected to provide a number of interns recruited or planned to recruit to participate in this project within 14 days of receiving an appointment letter from the Department of Water and Sanitation.

9. PROJECT MANAGEMENT ARRANGEMENTS

9.1 PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will be made of members from various relevant Directorates within the Department as well as PSP team. The PMC will be led by individuals from the Specialist Unit: Water Resource Policy, Strategy and Evaluation. It is anticipated that the PMC meetings will be held quarterly or as the need arises and will be coordinated by individuals from the Specialist Unit: Water Resource Policy, Strategy, and Evaluation.

9.2 PROJECT MANAGER

The Project Manager for this study is Mr Kenneth Makhubele, from the Specialist Unit: Water Resource Policy, Strategy and Evaluation.

9.3 DATA OWNERSHIP

All reports, data, calculations, and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof. Copyright of all such documents rests with the Client. The ownership of data and factual information collected by the PSP and paid for by the Client shall, after payment by the Client, lie with the Client.

9.4 CONTRACT AND INVOICES

The project timeframe is 24 months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on each study task. A summarised Study Progress Report as well as a complete portfolio of evidence for all the deliverables claimed shall accompany each invoice submitted for payment.

10. FURTHER INFORMATION

For further information, you can contact:

The Deputy Director: Water Resources Policy, Strategy and Evaluation Mr Kenneth Makhubele on the following contact details: Telephone: 012 336 6896, or Email: MakhubeleK@dws.gov.za or Scientist Production: Mr Musawenkosi Kunene on the following contact details: 012 336 8123 Email: KuneneM2@dws.gov.za