



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

WP 11262

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER(PSP) TO PROVIDE A
MOBILE PHONE BASED INCIDENT RESPONSE ACTIVATION SYSTEM (INCLUDING
A FIVE YEAR INCIDENT LOCATION AND SUPPORT DATA SERVICE AS PART OF
THE INCIDENT RESPONSE ACTIVATION PROGRAMME(IRAP)AT ALL DEPARTMENT
OF WATER AND SANITATION GOVERNMENT WATER WORKS**

ISSUE DATE:

26 JANUARY 2018

CLOSING DATE AND TIME

27 FEBRUARY 2018 at 11H00

Compulsory briefing Session

**Date: 15 February 2018
Venue: Department of Water and Sanitation
185 Francis Baard Street (formerly Schoeman str)
Sedibeng Building
Pretoria
0001
Boardroom 165
Time: 10:00 am**

SUBMIT TENDER DOCUMENT

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

OR

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

TENDERER: (Company address and stamp)

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

PROJECT NO: WP 11262 CLOSING DATES: 27 FEBRUARY 2018 TIME: 11:00

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER(PSP) TO PROVIDE A MOBILE PHONE BASED INCIDENT RESPONSE ACTIVATION SYSTEM (INCLUDING A FIVE YEAR INCIDENT LOCATION AND SUPPORT DATA SERVICE AS PART OF THE INCIDENT RESPONSE ACTIVATION PROGRAMME(IRAP)AT ALL DEPARTMENT OF WATER AND SANITATION GOVERNMENT WATER WORKS

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

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

OR

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

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

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

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

NOTE: Please submit original and a copy of the quotation.

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR A REGISTERED

AUDITOR.....

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

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

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Johan-Matthy Greyling

Tel: 012 336 7591

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

PRICING SCHEDULE**DETERMINATION OF WATER RESOURCE CLASSES AND ASSOCIATED RESOURCE
QUALITY OBJECTIVES IN THE THUKELA CATCHMENT**

NAME OF BIDDER:PROJECT NO: WP11262

CLOSING TIME: 11:00 AM

CLOSING DATE: 27 FEBRUARY 2018

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
---------------------------------------	------	----------

AMOUNT

.....

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

TOTAL: R.....

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

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

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

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?
 *YES/NO

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

.....

.....

.....

.....

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Johan-Matthy Greyling

Tel: 012 336 7591

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a

person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

Connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / Trustees / shareholders / members or their spouses conduct Business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

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

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

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
 - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
 - b)

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	☒	☒
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐
OR		
Any EME	☐	☐
Any QSE	☐	☐

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; 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 compile separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

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

General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

2. Application.

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

3. General

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

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 8 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.

Js 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, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 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 in to the Tender Box, if sent via post, Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.

35.11 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

This template must be completed by the bidder

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

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

Name:.....

Position:.....

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) TO
PROVIDE A MOBILE PHONE BASED INCIDENT RESPONSE ACTIVATION SYSTEM
(INCLUDING A 5 YEAR INCIDENT LOCATION AND SUPPORT DATA SERVICE AS
PART OF THE INCIDENT RESPONSE ACTIVATION PROGRAMME (IRAP) AT ALL
DEPARTMENT OF WATER AND SANITATION GOVERNMENT WATER WORKS**

**THE DIRECTORATE: COMPLIANCE MONITORING INSTITUTIONS
Private Bag x313, PRETORIA, 0001
REPUBLIC OF SOUTH AFRICA**

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ABBREVIATIONS:

1.	AtoN	Aids to Navigation
2.	BI	Business Intelligence
3.	CIWSP	Cooperative Inland Waterways Safety Programme
4.	COGTA	Department of Cooperative Governance and Traditional Affairs
5.	CPSI	Centre for Public Service Innovation
6.	DEA	Department of Environmental Affairs
7.	DoT	Department of Transport
8.	DPSA	Department of Public Service and Administration
9.	DWS	Department of Water and Sanitation
10.	GPS	Global Positioning System
11.	IRAP	Incident Response Activation Programme
12.	NDMC	National Disaster Management Centre
13.	POPI	Protection of personal information
14.	PSP	Professional Service Provider
15.	SAMSA	South African Maritime Safety Authority
16.	SAPS	South African Police Services
17.	SIM	Subscriber Identity Module
18.	SITREP	Situational Report
19.	SLIM	Spatial and Land Information Management
20.	SMS	Short Message Service
21.	SOP	Standard Operational Procedure
22.	SOS	Save our Souls
23.	TOR	Terms of Reference
24.	USSD	Unstructured Supplementary Service Data

1. INTRODUCTION AND BACKGROUND

A lot of water related recreational, commercial and management activities happens on Department of Water and Sanitation (DWS) waterways everyday especially on weekends and holidays. Add to this that these activities like, boating, swimming, fishing, sailing, etc. happens in a confined space (waterway), it is clear that there are a high risk for incidents and accidents to happen.

Due to the fact that inland waterways are geographically wide spread within South Africa and most are found in very rural areas or at a distance from any town or city, it is difficult for DWS to be aware or respond to any emergency / life threatening incident happening on its waterways. Activating a relevant and quick response to emergencies and incidents on dams is further complicated due to the lack of location reference points on the water. Most people, including tourists and visitors to the waterways, find it difficult to pinpoint the location of an incident. Additionally, different bystanders can call different call centres and give different vague and time consuming location descriptions of the incident. This results in incident management services facing the problem of coordinating the appropriate response teams to respond as quickly as possible to the incident.

As custodian of the inland waterways the Department of Water and Sanitation is usually left out of the emergency / life threatening incident communication loop resulting in it not knowing what incidents are occurring on its assets and only learning about them in the newspapers or media afterwards. In addition to emergency / life threatening incidents the Department also has other incidents that require attention; this includes the reporting of pollution, poaching, navigational danger areas and obstacles, people endangering government assets, etc. Also important is to manage mentioned incidents occurring in or at rivers and canals. The need also exists to support DWS personnel experiencing similar incidents while executing their duties

countrywide. Key to any incident notification is the quick, effective and efficient response to it by the right and relevant responders.

The solution to the problem is a mobile phone based Incident Response Activation System that anybody using DWS waterways or is part of a community living next to the waterways can use to activate a incident alert with GPS location data that results in a relevant and quick incident response. The incident alert data is made available to a defined and localised cooperative governance response team consisting of SAPS, Ambulance Services, Disaster Management, DWS personnel, Fire Services, relevant people living next to the waterway (called gatekeepers), etc. Depending on the type of incident the relevant personnel will respond to the incident executing their own Standard Operational Procedures (SOP's). The system will also provide incident support data and tools to the response team and keep national role-players informed of the progress of the incident response in real time.

Due to the fact that statistically there are four mobile phones per household in South Africa and that mobile phones are used by all levels of society, the incident response activation system must be mobile phone based. Smart phones are growing within the mobile phone market and are becoming less expensive. In five years time it will be the dominant type of mobile phone used by all income levels as well as in rural areas.

This Incident Response Activation System forms part of the Incident Response Activation Programme (IRAP) which in turn is a product of the Cooperative Inland Waterways Safety Programme (CIWSP). CIWSP started in 2009 as the Inland Maritime Safety Project which was launched at Boskop Dam with the focus on incident management on inland waterways. Due to its success and new innovations the project generated it became a flagship innovation project for the Centre for Public Service Innovation (CPSI), a directorate of the Department of Public Service and Administration (DPSA). Many relevant national departments joined the project resulting in the project becoming the Cooperative Inland Waterways Safety Programme (CIWSP) with 5 government owned dams as pilot sites (Boskop, Midmar, Theewaterskloof, De Hoop and the Vanderkloof dams) in 2012.

The CIWSP is a collaboration between the Department of Transport (DoT – responsible for small vessel safety), Water and Sanitation (DWS – custodian of inland water and state dams specifically), South African Maritime Safety Association – (SAMSA – responsible for international aids to navigation and vessel safety surveying and monitoring), Environmental Affairs (DEA – responsible for Working for Water – control of invasive aquatic species), South African Police Services (SAPS – policing of waterways), South African Navy (maritime charts) and Cooperative Governance & Traditional Affairs (COGTA – responsible for the NDMC – National Disaster Management Centre). The Scouts of South Africa are also involved in order to promote the programme to the youth.

The collaboration between departments lead to a synergy of solutions & innovations of which the Incident Response Activation Programme (IRAP) is one such innovation. The basic framework of the CIWSP includes the following elements:

- Cooperation with all role players at dams is done under the auspices of the Department of Water and Sanitation through the national CIWSP Steering Committee. Representatives of each participating national department are part of the Steering Committee. This committee coordinates the government response teams at each dam and incorporate private landowners as part of the localised IRAP Response Team. Dams have varying management bodies and private landowners that may give access to these dams and are referred to as gatekeepers. They are regarded as the first line in activating an incident alert and also responding to incident alerts, especially life threatening incidents and are

integral in the incident response process. IRAP also utilizes the DWS Resource Management Plans to identify relevant role-players to be part of the IRAP Response Team at each dam.

- As part of IRAP, the Directorate: Spatial and Land Information Management (SLIM) compiles a map of each dam with numbered zones called IRAP Zone Maps. These maps enhance the incident location identification process. In order to promote a coordinated and integrated response to an incident, operations command centres, known as OPS Points are created at each waterway. Responders report to these points for a coordinated response to the incident. In major dams there will be more than one OPS Point and therefore each zone on the IRAP Zone Map is linked to the OPS Point closest to it.
- IRAP also includes the facilitating of IRAP Response Vessels at OPS Points at each dam. This is to enable any IRAP responder to have quick access to the waterway thus preventing having to look on as somebody is drowning due to not being able to go on the water.
- Activating a relevant and quick response to people misbehaving or breaking official rules on government waterways also forms part of IRAP. This is very important especially when people go into no-access zones like at dam walls where they are a danger to themselves and the asset. Add to this navigational buoys being stolen or broken, jumping off water towers into the water, etc. one can see the activation of a response to these types of incidents can ensure that pro-active actions can be taken by IRAP Response Teams in order to prevent it becoming an emergency with lives being lost.
- CIWSP also addresses the management of invasive aquatic weeds within inland waterways and has created Wash Bays that becomes vessel safety check and cleaning points for travelling vessels. The Wash Bay becomes a cooperative governance enforcement and business intelligence point at a dam. This enables DWS to know who is on their waterway and also to ensure steps are taken to address the spread of invasive aquatic weeds between different waterways. Through IRAP an incident alert can be activated if a vessel has not reported at the relevant wash bay and with the cooperation of SAMSA, actions can be taken against the skipper as well as the gatekeeper who allowed the vessel on the water.
- Due to the variety of recreational activities on a confined waterway which can result in accidents e.g. boat driving over a swimmer, the Resource Management Plan has created zones in which specific activities takes place. Recreational activities are thus structured according to these zones and this helps to keep participants safe. IRAP can be used to ensure that everybody adheres to these zones and an incident alert can be activated if anybody ignores it and endangers other recreational users. This will ensure the risk is addressed before it escalates into something more serious.
- Due to the unpredictability of the water level of inland waterways due to rains, drought, etc. which results in obstacles that once were deep under water becoming shallow and posing a danger to recreational and commercial users, it is important for DWS to activate incident alerts through the IRAP and to respond to these dangerous obstacles. DWS can then take pro-active AtoN measures to address the safety risk. This shows DWS is doing everything in its power to keep people on and around its waterway safe.

2. PURPOSE

The purpose of the ToR is to request proposals for the appointment of a dynamic and experienced Professional Service Provider to provide an Incident Response Activation Solution (at all DWS waterworks, including dams, rivers and canals. It must also provide the solution to DWS employees in the execution of their duties. It must be available for 24 hours a day, 7 days a week and 365 days per year.

The solution must be a proven mobile solution that will need minimal initial development work to meet the requirements stated in this ToR. It is important that the solution must have a simple, easy to navigate interface so that various levels of users can use the mobile app. It must also provide an alternative to a mobile application to address the needs of the users that do not have access to smart phones.

The contract will be for 5 years, inclusive of license fees (if any), incident location and support data service (incident alerts are confirmed, registered and relevant IRAP cooperative governance response teams activated through the provisioning of location and other relevant incident support data and tools), solution maintenance and development. It is important to note that the solution forms part of an innovation project and will require that the PSP is willing and able to modify and develop additional functionalities as and when required.

3. OBJECTIVE

The objective of the solution is to provide a centralised incident response activation system. The solution must provide an incident location and support data service that includes reports. The solution is **not** an incident management system but a reliable response activation system which leaves the management of the incident to the relevant experts responding to the incident.

DWS foresees that the solution must be able to activate a response to various types of incidents, such as life-threatening incidents, pollution reporting, enforcement (law) and AtoN, that occurs on and around its infrastructure. It must also provide an administrative functionality, including but not limited to safety administration, management of events and notifications.

Incident location and support data service summary:

- With the activation of an incident alert the solution must confirm it is not a false alert
- Relevant incident and location data is obtained by the solution which is then distributed to the relevant IRAP Responders (as defined by the CIWSP Steering Committee and further delineated by geo-fencing of the various geographic areas and DWS-IRAP Zonal maps).
- Based on the SOP's of the individual responders the correct cooperative governance response team will attend to the incident. Note: the solution must enable responders to update DWS and other role-players on the progress of the response to the incident in real time.

The solution must provide various reports addressing the needs of multiple stakeholders.

The POPI Act, and other acts governing access and protection of information, must be adhered to at all times.

4. SCOPE AND EXTENT OF WORK

The functional requirements are detailed hereunder.

4.1 THE OPERATIONAL GUIDELINES (read with Annexure A)

The Client Delivery Map (**Annexure A** – p.3) provides an overview of the types of incidents the Incident Response Activation System must be able to manage.

IMPORTANT: The PSP (IRAP Service Provider) must be able to provide the services according to the Operational Guidelines as described in the attached Annexure A.

The scope of incidents may expand during the contract period.

4.1.1. Public, DWS employees and IRAP Responders access to the Incident Response Activation System

The public must be able to activate the Incident Response Activation Programme (IRAP) through two mobile phone based methods namely:

- Smart phone Mobile Application consisting of:
 - IRAP **Public** Smart Phone Mobile Application
 - IRAP **Responder** Smart Phone Mobile Application
- Alternative method of notification for users without a smart phone

The PSP must in cooperation with the Department of Water and Sanitation (DWS) compile Terms & Conditions which a person must accept before being allowed to access the above mentioned features of the Application. The person must also be informed of the CIWSP-IRAP Website for more information on the IRAP programme and what it entails.

4.1.2. Type of incidents to be managed

IRAP Public Application

- All members of the public & DWS employees will have access to this application free of charge.
- Application used only to activate an incident alert.
- The Smart Phone Mobile Applications must be available on the following Applications Stores for download:
 - Google Play Store (Android)
 - iStore (iOS)
 - Microsoft Store (Windows Phone)

	TYPE OF INCIDENT: Smart Phone Mobile App operational requirements	TYPE OF INCIDENT: Alternative Method operational requirements
1	Life threatening incident (see Annexure A – p.5) SOS incident alert activated by a person with the IRAP Smart Phone Mobile Application. Some key notes: • Task Range 1: The Voice Message must record for only 30 seconds and then automatically trigger Task Range 2. • Task Range1: The PSP must be able to manage SIM card swaps of a mobile phone so as to ensure that the right mobile number the caller use when activating the incident alert is captured • Task Range 3: The IRAP Zone Maps will be provided by DWS-SLIM. The map will indicate the GPS coordinates of each zone and to what OPS Point the zone is linked. • Task Range 4a: This step represents the IRAP Responder Mobile Application interface that activates an incident response. It must enable responders to locate the incident and it must support them in the process of getting to and addressing the incident. The data generated by the responder using this interface will enable the compilation of business intelligence reports that will be used to ensure that incident	Life threatening incident (see Annexure A – p.6) SOS incident alert activated by a person without the IRAP Smart Phone Mobile Application. Some key notes: • Task Range 4a: The PSP must also be able to send responder information to a responder who hasn't got access to a smart phone

	alerts was managed and that preventative measures or solutions can be put in place to try and prevent it happening again • Task Range 4a: The Responder Mobile Application Notification (interface) from the PSP must also be able to be e-mailed to responders who requires it • Task Range 4a: A map link must open a real terrain map and show incident location on the map • Task Range 4a: Incident updates in the form of photos and voice messages must be linked with the Incident reference number • Task Range 5a: If the responder denies the request for response he/she will receive no further incident data • Task Range 6: Relevant photo being taken of incident by a responder must be able to be distributed to all other active responders and must also be archived. • Task Range 7: The responder must be able to leave a incident debrief voice message of not longer than 2 minutes to indicate what worked, and/or what failed in responding to the incident and if they have got any suggestions to make future responses more efficient. • Task Range 10: All Incident Investigation Reports received must be linked with the relevant incident reference number	
2	Vessel not reported back (see Annexure A – p.7 and p.8) SOS incident alert activated using the IRAP Mobile Application or Alternative Method when a vessel didn't report back to the relevant gatekeeper at the end of the day or Wash Bay according to the Tag it was given. Any person that is aware of a missing vessel can also activate this alert.	
3	Non-life threatening incident (see Annexure A – p.10) HELP incident alert activated by a person with the IRAP Smart Phone Mobile Application. Some key notes: • This is when a person is in a non-life threatening situation where specialized services like SAPS, Disaster Management, Ambulance services, etc. are not need but support of local responders active at the dam. Examples are where a small sailboat has fallen over but the crew is too light to upright it or a boat experience a leak and needs somebody to tow it to shore • Task Range 4a: Only the relevant IRAP Response Team (just responders at dam e.g. gatekeepers, clubs, etc.) & Monitor Group are activated	Non-life threatening incident (see Annexure A – p.11) HELP incident alert activated by a person without the IRAP Smart Phone Mobile Application.
4	Pollution / Environment (see Annexure A – p.12) Pollution incident alert activated by a person using the IRAP Smart Phone Mobile Application. • Task Range 6: Relevant photo being taken of incident by a responder must be able to be distributed to all other active responders and must also be archived.	Pollution / Environment (see Annexure A – p.13) Pollution incident alert activated by a person without the IRAP Smart Phone Mobile Application.

IRAP Responder Application

- **Important:** The Responder Application must include all the **Public** Application functionalities.
- Application used either to activate an incident alert or receive data in order to execute an incident response.
- Only the CIWSP approved response team members will have access to this application free of charge. CIWSP manager will provide the necessary responder information to the PSP who then needs to update the Responder database. The PSP will use this Responder database to activate the relevant Response Team for an incident alert at a specific location.
- The PSP must ensure that an incident alert notification is received by all relevant Responders whether the Responder's cell phone data is on or off.
- The Smart Phone Mobile Applications must be available on the following Applications Stores for download:
 - Google Play Store (Android)
 - iStore (iOS)
 - Microsoft Store (Windows Phone)

	TYPE OF INCIDENT: Smart Phone Mobile App operational requirements	TYPE OF INCIDENT: Alternative Method operational requirements
1	Skipper & Vessel Information Request (see Annexure A – p.9) Situation where Responders like SAPS, Ambulance Services, etc. uses the IRAP Mobile Application to urgently obtain information of skippers and vessels at the waterway on the day of the incident	Not applicable as all responders will have the mobile app
2	Enforcement / Law- Rule Transgressions (see Annexure A –p.14) Activating an incident alert using the IRAP Smart Phone Mobile Application when somebody is breaking the rules of the waterway or endangering somebody or himself through his actions. Some key notes: • Task Range 3: PSP must try to find out what type of response the responder that activated the incident alert requires. It can be SAPS in a serious aggression incident or gatekeeper where a client of the gatekeeper doesn't want to cooperate, etc. • Task Range 6: Relevant photo being taken of incident by a responder must be able to be distributed to all other active responders and must also be archived.	
3	Enforcement / Law- Tag & Voyage Form Monitoring (see Annexure A – p.15) Key to ensuring that the Wash Bay system works is that all vessels that went through Wash Bay gets a colour coded Tag based on the number of days the vessel is at the waterway. Important is to check if vessels on the water have got a Tag and if not, to activate an incident alert using the IRAP Mobile Application in order to ensure actions are taken. This process also includes the monitoring of the SAMSA safety requirement that all vessels must complete a Voyage Form at the gatekeeper the vessel launches from for each day on the water.	
4	Buoys monitoring (see Annexure A – p.17) • Aids to Navigation (AtoN) are there to help skippers safely navigate waterways and any change or loss of it can result in people's lives	

	being put in danger. The IRAP Mobile Application is used to activate any AtoN related incident alert. • Task Range 6: Relevant photo being taken of incident by a responder must be able to be distributed to all other active responders and must also be archived.	
5	Safety Admin - Events (see Annexure A – p.18) The IRAP Mobile Application is used by the Dam Management Committee chairperson to inform all gatekeepers of an approved event taking place at a waterway. The IRAP Response Team members is also then made aware of the event and can therefore be ready to respond should anything happen	
6	Admin: False incident alert activations (see Annexure A – p.19) When a person activates an incident alert the PSP must ensure that it's a valid alert. If it is found that it was a false alert the PSP must update Report 3: IRAP Incidents (see 4.1.3c). The incident alert activator must be warned that if another false alert is activated from this number it will be reported to the relevant authorities and the number will be banned for a month from being able to use the solution.	
7	Test of response readiness(see Annexure A – p.4) The aim is to ensure the Response Teams & Groups data is correct and up to date on the PSP Responder database. It will also give an indication on how many responders are ready to act if an incident alert is activated at a specific moment at a specific government waterway. The IRAP Response Teams & Groups consists of the following: • IRAP Response Teams: each waterway has its own unique local incident response team consisting of local representatives of SAPS, Disaster Management, Ambulances Services, Fire Services, DWS personnel, Defence Force, Gatekeepers living next to waterway, etc. This team receives notifications of all types of incident alerts activated at their relevant waterway. The CIWSP Project Manager will provide response team data to the PSP. These Teams are tested once a month. • IRAP Monitor Group: Consists of provincial and national government role-players who want to receive notifications of all types of incident alerts activated at waterways in South Africa. The CIWSP Project Manager will provide monitor group data to the PSP. This group is tested every three months. • IRAP National Group: Consists of provincial and national government role-players who only want to receive SOS and POLLUTION incident alerts activated at waterways in South Africa. The CIWSP Project Manager will provide national group data to the PSP. This group is tested every three months.	

Alternative method of incident notification for users without a smart phone

To enable the general public & DWS employees without a smart phone to report and incident and this method only allows the activation of an incident alert.

4.1.3 Business Intelligence reports

The solution must use all the data generated by the smart phone and alternative method application to produce reports. These reports will evolve during the duration of the contract.

The base-line and default reports are:

4.1.3a Report 1: IRAP Mobile Application Responder Membership

- Aim: To keep track of all approved responders who have downloaded the IRAP Mobile Application and their use of the application. Must list and update IRAP Responder Team data for specific locations.
- Timeline: Monthly reports must be available on the first working day of the following month. The reports will be uploaded onto a designated government website
- Compiler: PSP
- Point of access: www.dws.gov.za
- Access: Restricted by DWS

4.1.3b Report 2: IRAP Response Readiness

- Aim: To see if all listed IRAP Responders react to IRAP Test notifications. IRAP Teams & Groups must respond within a 5-10 minute period of receiving a Test notification in order to determine the level of readiness when a test incident alert is activated. All responders who didn't respond within this period must respond within 48 hours of the test in order to be recognised as still being active. Responders not reacting three consecutive times will be identified. The relevant authorities will be asked to follow up whether the identified Responder is still active.
- Timeline: Monthly reports must be available on the first working day of the following month. The reports will be uploaded onto a designated government website
- Compiler: PSP
- Point of access: www.dws.gov.za
- Access: Restricted by DWS

4.1.3c Report 3: IRAP Incidents

- Aim: To keep track of all activated IRAP incident alerts, responses and subsequent investigations
- Timeline: Monthly reports must be available on the first working day of the following month. The reports will be uploaded onto a designated government website
- Compiler: PSP
- Point of access: www.dws.gov.za
- Access: Restricted by DWS

4.2 GENERAL REQUIREMENTS

- 4.2.1 The PSP shall be in a position to implement the incident location and support data service at all 365 recreational activity approved DWS waterways, relevant rivers and canals in South Africa. This service must also cover DWS personnel activating incident alerts throughout South Africa while executing their duties.

- 4.2.2 The PSP shall prove that sufficient IT development capacity exists in the company to undertake new developmental adjustments as the national IRAP programme evolves.
- 4.2.3 All IRAP products including the electronic interface of the Smart Phone Mobile Application and the alternative method will be branded with CIWSP& DWS logos only.
- 4.2.4 The PSP must provide information encryption and protection on secure servers.
- 4.2.5 All responder notifications must also be sent to relevant government call centres either through SMS, e-mail or both. Current Call centres are:
- DWS Call Centre: 0 800 200 200
 - SAMSA Maritime Rescue Coordination Centre: 021-938 3300
 - DEA Environmental Call Centre: 0 800 205 005
- 4.2.6 The Incident Response Activation system will be applicable across South Africa and will cover:
- All government waterworks (including canal and dam surface areas) and significant rivers. Includes approximately 500m shore area next to the 100 year flood line of the waterway or river.
 - All DWS personnel and ad hoc events where Incident Response Activation is needed and DWS is a role-player.
- 4.2.7 Quarterly system audits (data) will be conducted by DWS.

4.3 THE COMMERCIAL OFFERING

- 4.3.1 The PSP must provide a solution for 5 years. The commercial proposal must specify the following:
- License fees required (if any). The license will become the property of the Department of Water and Sanitation. The code to all developed applications will also become the property of the Department of Water and Sanitation on completion of the contract.
 - Monthly incident location and support data fees for the management of the incident response activation process and reporting (See **Annexure A** for more detail.)
 - Note that the PSP is responsible for managing all IRAP related incident alerts and subsequent communication 24 hours, 7 days a week for 365 days each year for the duration of the contract.
 - On the expire of the five year period the department will have the option to renew the incident location and support data service for another defined period without having to renegotiate for the license (if there is a license fee involved).
- 4.3.2 If the IRAP coverage (see 4.2.6) expands from government water works and rivers only the incident location and support data service fee will be renegotiated and not the Incident Response Activation System licence (if there is a license fee involved). Note: any expansion of IRAP must be approved by the CIWSP Steering Committee
- 4.3.3 This ToR calls for a proven, operational solution (already functioning and not still under development).
- 4.3.4 The monthly incident location and support data service fee must include:
- Monthly support defined as:

- Ensuring that all incident activation information is managed and available at all times (see **Annexure A**)
 - Maintenance defined as:
 - Ensuring all functionality as per signed contract must at all times be working
 - Bug fixes for existing functionality
 - Mobile OS support for the newest releases
 - Mobile OS support for the versions as on date of contract (and all later versions)
 - Development (160 hours annually) defined as:
 - Additional functionality that will be agreed on by the PSP, DWS and CIWSP to ensure that the solution is continuously evolving and innovative (the changes will be managed through a formal project management process).
- 4.3.5 The PSP must manage all incident alerts activated through the IRAP alternative method and Smart Phone Mobile Application. A penalty of 1% of the monthly incident location and support data service fee will be deducted for every activated incident alert not managed in that month.
- 4.3.6 The non-availability of the PSP incident location and support data service will result in a 10% deduction of the monthly incident location and support data service fee for every hour out of operation. If the service is unavailable for more than 10 hours no incident location and support data service fee will be paid for that month unless the PSP can deliver substantiated proof that back-to-back service providers like Vodacom, Cell C or MTN were not able to deliver a service.
- 4.3.7 Should the PSP's incident location and support data service be out of service for more than 30 hours over a three month period the contract will be terminated.
- 4.3.8 All incident location and support data service invoices for payment will be e-mailed to the CIWSP Project Manager at least three weeks before payment is required.
- 4.3.9 The PSP must compile and maintain an IRAP Responder Database which becomes the property of the Department of Water and Sanitation.
- 4.3.10 All data generated by the Incident Response Activation System belongs to the Department of Water and Sanitation.
- 4.3.11 Travel and subsistence will be for the PSP's own cost.

4.4 RELEVANCE OF SERVICE TO STRATEGIC PLAN

Strategic Plan

This service enables the roll-out of Working for Water employees to Wash Bays to communicate incidents at government waterworks associated with Outcome 4 (Chapter 3 – NDP)

This service enables DWS major-infrastructure to offer safe, recreational activities and economic eco-tourism attractions around dams and is associated with Outcome 6 (Chapter 4 – NDP)

As most dams are located in rural areas it brings "comfort" to recreational users to access these dams knowing there is a controlled and safe environment thus contributing to Outcome 7 (Chapter 6 – NDP)

Importantly this service allows reporting of environmental incidents contributing to the protection and enhancement of our water resources - Outcome 10 (Chapter 5 – NDP)

Technological environment:

Key issue:	Response:
New technology research and development	Adoption of new technology in the area of water quality monitoring, infrastructure development, operation and maintenance
Preparedness for droughts and floods	Appropriate monitoring and early warning systems and drought / flood management plans
Statutory compliance monitoring	Improved quality assurance and frequency of monitoring

Strategic outcome orientated goal: Enhanced and protected water as a resource across the value chain

Goal statements: Protecting water resources and conducting compliance monitoring on water uses and enhancing regulatory compliance across the water value chain

4.5 PROGRAMME SUSTAINABILITY

Sustainability of the programme is ensured through the approach of DWS and relevant role-players of compiling IRAP SOP's that define their business needs first with the technology provided by the PSP having to adapt to it. Any future PSP will have to provide a service according to these SOP's.

5. PROJECT ARRANGEMENTS

Monthly reports as defined in point 4.1.3 Business Intelligence Reports, will form the basis of the reporting system and must be submitted to the DWS project manager as per agreed schedule in point 4.1.3 Business Intelligence Reports.

The CIWSP Steering Committee will meet every three months to discuss the following:

- IRAP Procedures and Tools
- Implementation point (waterways) Situational Reports (SITREP)
- All Business Intelligence Reports provided by the PSP with a focus on ensuring relevant role-players have taken the necessary actions to address incident alerts activated through IRAP.
- Any new developments, needs or innovation regarding IRAP

All reports and deliverables by the PSP must be submitted in electronic format and must be prepared in well-written English and compiled in relevant Microsoft Office software compliant with DWS's metadata requirements.

6. KNOWLEDGE AND SKILLS

The service provider must offer comprehensive knowledge, skills and experience relating to:

- Incident or trauma reporting
- Incident communication within South Africa
- Stakeholder engagement and management skills and experience
- Incident responder group communication technology (e.g. group SMS, group forums etc)
- Smart Phone Mobile Application technology

- GPS location technology
- Incident electronic mapping and navigation
- Incident reporting and record keeping for management purposes
- Good working relationship with all cellular networks
- Develop and maintain IRAP Responder Database
- IRAP Zone Maps and OPS Points
- Geo-fencing
- Good working relationship with major incident responders (such as ER24, Netcare 911, local and provincial disaster management etc.)

7. PROJECT MANAGEMENT

The Project Manager for this project is Deputy Director: Reserve Compliance Monitoring and also CIWSP Project Manager: Mr. Johan-Matthy Greyling supported by a CIWSP Steering Committee with following representatives of all relevant national role-players in the IRAP programme:

- South African Police Services (SAPS - Water Wing and Community policing)
- Department of Cooperative Governance and Traditional Affairs (National Disaster Management Centre)
- South African Maritime Safety Authority (SAMSA)
- Department of Transport
- Department of Water and Sanitation (including the Blue Scorpions)
- Department of Environmental Affairs (including the Green Scorpions)
- Centre for Public Service Innovation (CPSI)
- Defence Force
- Relevant Call Centres
- Scouts South Africa
- IRAP PSP (as and when required)

Project implementation, coordination and monitoring **will** occur in the CIWSP Steering Committee meetings. The Agenda and Minutes of the Steering Committee **will** form part of the performance monitoring of the IRAP.

8. ADMINISTRATIVE COMPLIANCE

Please note all bidders must comply with the following administrative compliance:

No:	Name of the document that must be submitted:	Requirements:
1	Invitation to bid – SBD 1	Please complete and sign the supplied pro forma document
2	Tax Clearance Certificate – SBD 2	Please complete and sign the supplied pro forma document
3	Pricing Schedule – SBD 3	Please submit full details of pricing proposal
4	Declaration of Interest – SBD 4	Please complete and sign the supplied pro forma document
5	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero score on BEE
6	Declaration of Bidder's Past Supply Chain Management Practises – SBD 8	Please complete and sign the supplied pro forma document
7	Certificate of Independent Bid Determination – SBD 9	Please complete and sign the supplied pro forma document

8	BBBEE Certificate	Non-submission will lead to a zero score on BEE
9	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number

9. EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid.

PHASE 1: MANDATORY COMPLIANCE

- Compulsory Briefing Session Certificate

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

The bidder is expected to achieve a minimum required score of 70% for functionality in order to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified. The Functional / Technical criteria are:

Scoring Values:

- 1 = Very poor
- 2 = Poor
- 3 = Average
- 4 = Good
- 5 = Excellent

FUNCTIONAL CRITERIA:		WEIGHT
Key expertise: The PSP must have past relevant experience in and knowledge of: • Incident or trauma reporting • Incident communication within South Africa • Stakeholder engagement and management skills and experience • Incident responder group communication technology (e.g. group SMS, group forums etc) • Smart Phone Mobile Application technology • GPS location technology • Incident electronic mapping and navigation • Incident reporting and record keeping for management purposes • Good working relationship with all cellular networks • Develop and maintain IRAP Responder Database • IRAP Zone Maps and OPS Points • Geo-fencing • Good working relationship with major incident responders (such as ER24, Netcare 911, local and provincial disaster management etc.)		30
Methodology and Approach (Step 1): Understanding of the Operational Guidelines: PSP to compile a proposal and do PowerPoint presentation of proposal to show it addresses 4.1 Operational Requirements. (If successful the PSP will be invited to Step 2)		30
Methodology and Approach (Step 2):		40

The PSP will be required to demonstrate its solution on Boskop Dam, North West Province, near Potchefstroom to show it physically addresses at minimum all 4.1 Operational Guidelines as described in this document and Annexure A	
Total:	100

PHASE 3: THE 80/20 PRINCIPLE BASED ON PRICE AND BBBEE STATUS LEVEL CONTRIBUTOR

Points will be awarded to a bidder for attaining the BBBEE Status Level of Contributor in accordance with the Table below:

BBBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

NB: Only bidders who obtain at least 70 points under Functional / Technical evaluation will be considered for further evaluation. Those bidders meeting the minimum threshold requirement of 70 for Functionality / Technical will then be evaluated on the 80/20 Price and BBBEE with 80 points allocated to price and 20 points to BBBEE.

IMPORTANT: The price proposal must indicate the following:

- (If applicable) Price of permanent once-off Incident Response Activation System license:
 - 20% of the licence fee will be paid in the 2017/18 financial year (20% paid in total)
 - 20% of the licence fee will be paid in the 2017/18 financial year (40% paid in total)
 - 20% of the licence fee will be paid in the 2017/18 financial year (60% paid in total)
 - 20% of the licence fee will be paid in the 2017/18 financial year (80% paid in total)
 - 20% of the licence fee will be paid in the 2017/18 financial year (100% paid in total)
- Monthly fee of incident location and support data service for the duration of the contract (includes incident locations and support service, system maintenance and development hours - 160 hours annually)
- All prices must be 14% VAT inclusive

10. CONDITIONS

- Bidders are requested to provide a clear agreement regarding joint ventures / consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. Multiple Joint Venture arrangements (i.e. the same person(s) forming part of more than one proposal) will be allowed.

- 10.2 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 10.3 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claim.
- 10.4 The Department will reserve the right to appoint additional specialists to the contract if the necessary skills are not available within the successful bid (at no extra cost to the contract).
- 10.5 Bidders are requested to provide separate financial and technical proposals.
- 10.6 It is a requirement that your company must be registered in the online Central Supplier Database (CSD) managed by National Treasury www.csd.gov.za. This is to ensure that your company credentials can be verified online by government departments intending to do business with you.

11. FURTHER INFORMATION

For further Technical Information please contact:

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