



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DW106

REQUEST FOR BID

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE CHIEF DIRECTORATE INSTITUTIONAL OVERSIGHT ON THE ESTABLISHMENT AND OPERATIONALISATION OF WATER MANAGEMENT INSTITUTIONS

BID NUMBER WP11350

ISSUE DATE:

27-NOVEMBER-2020

CLOSING DATE AND TIME:

14 JANUARY 2021 at 11H00

SUBMIT TENDER DOCUMENT

TO

**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
0002**

TENDERER: (Company address and stamp)

**COMPILED BY: JACOB MABUSELA
DEPARTMENT OF WATER AND SANITATION**

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11350	CLOSING DATE:	14-JANUARY-2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE CHIEF DIRECTORATE INSTITUTIONAL OVERSIGHT ON THE ESTABLISHMENT AND OPERATIONALISATION OF WATER MANAGEMENT INSTITUTIONS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
157 FRANCIS BAARD & BOSMAN STREET,ZWAMADAKA BUILDING,PRETORIA,0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Ms Eustathia Bofilatos	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 7562	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	Bofilatos@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:Mdk416-SBD2 tax clearance

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: WP11350
CLOSING TIME 11:00	CLOSING DATE: 14-01-2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	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.....	.....
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
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, 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.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder:

- 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	AMOUNT
.....	R.....
.....	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.
-
-
-

*[DELETE IF NOT APPLICABLE]

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 YES / NO
presently employed by the state?

- 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 **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

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

(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 / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?
2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**
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?

2.10.1 If so, furnish particulars.
.....
.....
.....

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	State 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- 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; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 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.

1.6 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) level certificate issued by an authorized body or person; B-BBEE Status
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (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

Error! Objects cannot be created from editing field codes.
Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 last 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

.....

.....

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 <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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

Js365bW

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

Js914w 2

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 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, and 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):

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE CHIEF DIRECTORATE
INSTITUTIONAL OVERSIGHT ON THE ESTABLISHMENT AND OPERATIONALISATION OF WATER
MANAGEMENT INSTITUTIONS**

WP11350

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____



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

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE CHIEF
DIRECTORATE INSTITUTIONAL OVERSIGHT ON THE ESTABLISHMENT AND
OPERATIONALISATION OF WATER MANAGEMENT INSTITUTIONS**

NOVEMBER 2020

THE CHIEF DIRECTORATE; INSTITUTIONAL OVERSIGHT

Private Bag X313, PRETORIA, 0001

REPUBLIC OF SOUTH AFRICA

1. BACKGROUND

- 1.1 The Minister launched the national Water and Sanitation Master plan on 28 November 2019 which outlines the establishment and transformation of Water Management Institutions (WMIs) in the country. This means that there will be rationalization and reconfiguration of some institutions to ensure water security in the country.

CATCHMENT MANAGEMENT AGENCIES

- 1.1 The National Water Act, 1998 (Act No. 36 of 1998) and the National Water Policy for South Africa provide for the establishment of Catchment Management Agencies (CMAs) to facilitate the delegation of water resources management to a water management area (WMA) level in support of the principles of integrated water resource management. Decentralisation of water resources management is considered as best practice.
- 1.2 The Minister has ratified the positions held by the five (5) previous administrations and has given her approval to proceed with the establishment of CMAs. This position is embedded in the Minister's pronouncements through the launch of the Water and Sanitation Master Plan on 28 November 2019. The Minister has further, given formal guidance and support through comments from her panel of advisors, which have been considered in the proposed implementation plan.
- 1.3 The key considerations in reconfiguring the number of CMAs is the rationalisation of the number of entities, facilitating operational integration, ensuring integrated water resource planning, provide for economies of scale and ensuring a single point of contact with the neighbouring countries which have international agreements.
- 1.4 The status quo of the establishment of CMAs is as follows: the Inkomati- Usuthu and the Breede Gouritz CMA are operational, the Limpopo, Vaal, Olifants and Pongola Umzimkulu CMAs have been gazetted for establishment. The Orange, Berg-Olifants and Mzimvubu-Tsitsikamma have been gazetted for public consultation.
- 1.5 To implement the direction given by the Minister, the process of appointing the Governing Boards of the three CMAs has been initiated and it requires that an Advisory Committee be appointed by the Minister as stipulated in [Section 81(3)] of the Act. The submission for the appointment of the Advisory Committee for Vaal, Pongola-Umzimkulu and Limpopo-North West has been submitted to the Minister for approval 2019 in terms of Section 81(3) of the National Water Act, 1998 (Act No. 36 of 1998) to recommend to the Minister which organs of state and bodies representing different sectors within the water management area of the catchment management agency should be represented on the governing board and the number of persons which each of them should nominate.

CMAs will be implemented as follows:

No	CMAs	Implementation Plan
1.	Breede-Gouritz CMA	<ul style="list-style-type: none">Minister to direct the BGCMA to facilitate the implementation of the amalgamation.Development of business case within six months after the date of appointment.Appoint a Task Team to oversee the integration of the Berg WMA into the Breede-Gouritz CMA (BGCMA).

		<ul style="list-style-type: none"> • Finalise a Service Level Agreement (SLA) between the CMA and the Provincial Office for management of the Berg WMA. • The Breede-Gouritz CMA boundaries will be extended to include the Berg-Olifants WMA within six months after the date of appointment.
2.	Pongola-Umzimkhulu	<ul style="list-style-type: none"> • Appoint board members for the Pongola-Umzimkhulu CMA to operationalise the CMA • List the CMA with National Treasury (parallel process). • Development of business case within six months after the date of appointment. • Appoint Task Team to support the transition in operationalizing the Pongola-Umzimkhulu CMA. • Finalise a Service Level Agreement (SLA) between the CMA and the Provincial Office for management of the Pongola catchment. • Minister to direct the IUCMA to include the Pongola catchment within six months after the date of appointment and to facilitate the implementation of the amalgamation. • The IUCMA will be extended to include the Pongola catchment within six months after the date of appointment.
3.	Vaal CMA	<ul style="list-style-type: none"> • Appoint board members for the Vaal to operationalise the CMA. • List the CMA with National Treasury (parallel process). • Development of business case within six months after the date of appointment. • Appoint Task Team to support the transition in operationalisation of the Vaal CMA. • Finalise a Service Level Agreement (SLA) between the three Provincial Offices for the management of the Orange WMA by the Vaal CMA to facilitate operational integration. • The Vaal CMA will be extended to include the Orange WMA within six months after the date of appointment..
4.	Limpopo CMA	<ul style="list-style-type: none"> • Appoint board members for the Limpopo CMA to operationalise the CMA. • List the CMA with National Treasury (parallel process). • Development of business case within six months after the date of appointment. • Appoint Task Team to support the transition in operationalisation of the Limpopo CMA. • Finalise a Service Level Agreement (SLA) between the three Provincial Offices for the management of the Olifants WMA to facilitate operational integration. • The Limpopo CMA will be extended to include

		the Olifants WMA within six months after the date of appointment.
5.	Mzimvubu-Tsitsikamma	<ul style="list-style-type: none"> • There will be no re-configuration for Mzimvubu-Tsitsikamma WMA. The WMA remain as is. • Appoint board members for the Mzimvubu-Tsitsikamma CMA to operationalise the CMA • Appoint Task Team to support the operationalization of the Mzimvubu-Tsitsikamma CMA. • List the CMA with National Treasury.

TRANSFORMATION OF IRRIGATION BOARDS (IBs) TO WATER USER ASSOCIATIONS (WUAs)

- 1.6 The National Water Act, Act of 1998 provides for irrigation boards, and subterranean water control boards established in terms of 1956 Water Act, to be transformed into water user associations. To date, the majority of Irrigation Boards (IBs) are yet to transform. These irrigation boards continue to fulfil functions related to water use control and the apportionment of water between users. There are significant disparities between responsibilities of irrigation boards under the 1956 Water Act and the Water User Associations (WUAs) under the 1998 National Water Act, which become problematic with irrigation boards still operating.
- 1.7 It must be noted that the Act envisaged that these institutions would cease to exist and that all would be transformed into WUAs within a relatively short time frame, providing six months for this to be achieved. However, after an extension on this deadline, provided by the Minister, all irrigation boards did provide written indication of their intent to transform.
- 1.8 The Department is currently developing a transformation charter. The purpose of this charter is to define the transformation requirements of the water sector and how institutions should contribute to progressively achieve transformation in the national interest. It is envisaged as an integrated tool for addressing transformation challenges and equips water management institutions with the necessary instruments and targets to support socio-economic growth and development.

OTHER WATER MANAGEMENT INSTITUTIONS

- 1.9 The Department is currently in the process of establishing other WMIs like National Water Resource Infrastructure Agency and Regional Water Utilities which is aligned with the National Development Plan of 2012 and the National Water Master Plan of 2019.
- 1.10 These Terms of Reference (ToR) will address the Following:
 - Development, revision and consolidation of the Business cases of various WMIs;
 - Operationalisation of the CMAs;
 - Transformation of the IBs to WUAs effectively;
 - Finalise transformation charter and
 - Develop and revise guidelines for transformation of IBs to WUAs.

2. OBJECTIVES

The primary objective of this project is for a Professional Service Provider (PSP) to provide strategic direction, high level business, financial and technical support to the

Department in order to implement the process of establishment of effective and efficient WMIs in the country.

3. PROJECT SCOPE OF WORK

The six (6) broad deliverable of the project are as following:

- Inception report;
- Development, revision and consolidation of the Business cases:
 - Revision and consolidation of six (6) business cases for CMAs;
 - Development of one (1) business case for transformation of IBs to WUAs; and
 - Update of one (1) business case for Water Resource Infrastructure Agency.
- Support the operationalisation of the CMA:
 - Setting up financial systems;
 - Setting up information management systems;
 - Support on HR issues and development of Human Resources guidelines for CMAs which includes:
 - Develop change management and communication strategy with organized labour;
 - Finalise the draft transfer agreement for transfer of staff;
 - Develop secondment document for the implementation of operational integration;
 - Develop consultation document with GEMS and GEPP for the staff willing to be transferred to CMAs;
 - Support the change management process within the DWS on the transfer of staff to the CMAs;
 - Develop progress reports on the Human Resource issues and;
 - Office accommodation.
- Development of first order business plan/Annual Performance Plan and Shareholder's Compact.
- Develop the required guidelines including oversight and governance of the Irrigation Boards and Water User Associations and review current guidelines for the transformation of IBs to WUAs and;
- Finalisation of Charter for the transformation of IBs to WUAs (including consultation processes).
- Close up report.

3.1 Phase 1: Inception report (2 months)

The purpose of the Inception Report is to agree on the detailed scope of work, methodology, timeframes and deliverables for the project. The PSP will develop the inception report to be agreed with the Department.

3.2 Phase 2: (24 months) the following expected outcomes will run parallel.

3.2.1 Development, revision and consolidation of the Business cases for WMIs

The PSP will embark on the process of developing, revising and consolidating the business cases for each WMI. The following are the expected business cases:

- Revision and consolidation of six (6) business cases for CMAs;
- Development of one (1) business case for transformation of IBs to WUAs; and
- Update of one (1) business case for Water Resource Infrastructure Agency.

3.2.2 Support the operationalisation of the CMA

The support to operationalise the CMAs will be two fold, one will be support to the Department with HR specialist on HR related issues and the other will be support to the

CMAs operationalisation. The PSP will support the Department on Human Resource issues as identified in item 3 above.

The Board members are equipped with relevant understanding and experience in Corporate Governance, Public Financial Management Act (PFMA), National Treasury Regulations and guidelines, National Development Plan and understanding of governance processes within the Public Sector. The PSP will provide relevant support to ensure that the board understand their fiduciary duties.

The PSP will support the Board in the development of job description, advertisement and filling the post of Chief Executive.

The PSP will support the Board in applying to Auditor General for permission to open bank account for DWS to transfer funding.

3.2.2.1 Setting financial Information management systems

- The PSP should facilitate the setting up of financial systems and information management system in conjunction with the office of DWS Chief Information Officer CIO.
- Hierarchy for authorisations; Operating and capital budgeting processes, Procurement policy, Asset management policy, Risk management policy, financial reporting, Internal audit policy.
- The PSP should assist in the development of a delegation matrix that sets out the functions and authorities to be delegated to individuals within the institution. It is recommended that the CMAs should procure systems that are consistent with that of DWS, such as SAP and WARMS. There must be facilitation of the sharing of systems, processes, policies across the nine water management areas.
- They must ensure that all CMAs are assessed in terms of available budget and expenditure. Furthermore, advise the institution on the skills required for the first two years to perform water resources management functions. They must develop communication and change management plans of the institution.

3.2.2.2 Procurement of office accommodation

The Board will decide on the offices for the CMAs. The PSP with the Department should assist with the procuring of the possible office accommodation for the CMAs.

3.2.2.3 IT Infrastructure and telephonic communication

The PSP together with the Department should assist the Board members in procurement of IT infrastructure that can design, set-up and configure network system. They should also ensure that the ICT infrastructure is developed and maintained on a regular basis and that there is back up system available should the need arise. The system should be able to effectively integrate people, information and communication technologies, and business processes in support of organizational strategic goals. It is important that the institution should have sufficient initial capital for expenditure on communications, computers and obtaining/remodelling premises.

The PSP must assist the Board members in procuring network services and skilled technician for the setting-up of telephonic lines, networks components, cabling and other relevant requirements.

3.3 Development of first order Annual Performance Plan and Shareholder compact

It is a requirement of Public Financial Management Act (PFMA) to submit the first order of business plans within 60 days of establishment. Therefore the PSP is required to develop the first Business Plans/ APP and shareholder compacts based on the consolidated BPs of Proto-CMAs.

3.4 Transformation of Irrigation Boards to Water User Associations

The PSP will develop the required guidelines including oversight and governance of the Irrigation Boards and Water User Associations and revise existing transformation guidelines for evaluation of proposals for transformation of IBs to WUAs in consultation with the relevant Provincial directorates and CMAs.

3.5 Finalisation of the Charter for transformation of Irrigation Boards to Water User Associations

The Department is currently developing a transformation charter. The purpose of this charter is to define the transformation requirements of the water sector and how institutions should contribute to progressively achieve transformation in the national interest. It is envisaged as an integrated tool for addressing transformation challenges and equips water management institutions with the necessary instruments and targets to support socio-economic growth and development. The PSP will finalise the charter in consultation with the water sector and other relevant Departments. The Charter must be benchmarked with other related government charters.

3.6 Close up report

The PSP will develop a closeout report with key recommendations for consideration to the DDG: Water Sector Regulation and Chief Negotiator.

4. PROJECT DELIVERABLES

4.1 Inception report- the PSP should produce the inception report to guide the project plan.

4.2 Development, revision and consolidation of the Business cases for WMIs:

- the PSP should revise, consolidate and produce six (6) business cases for CMAs.
- the PSP should develop and produce one (1) business case for transformation of IBs to WUA.
- the PSP should update and produce of one (1) business case for Water Resource Infrastructure Agency.

4.3 Support the operationalisation of the CMAs:

- The PSP will develop the change management and communication strategy to be discussed and approved by DWS.
- The PSP will support the change management process within the DWS on the transfer of staff to the CMAs.
- The Department has developed the draft transfer agreement to facilitate transfer of staff to CMAs. The PSP will facilitate the finalization of the transfer agreement based on the agreement between DWS and organized labour and align it with DPSA, GEMS and GEFP conditions of service.
- The PSP will develop secondment document for the implementation of operational integration while the CMAs are operationalized.
- The PSP will develop consultation document with GEMS and GEFP and include outcome of the consultation in the transfer agreement.
- The PSP will develop progress report with each deliverable including preparations of documents and presentations.
- The PSP should organise training for the board on their fiduciary duties.
- The PSP should develop and produce job descriptions and adverts for the advertisement and filling of the Chief Executive post.

- The PSP should investigate and produce financial Information management systems report for the purposes of internal controls earmarked for management of CMAs appropriately and in consultation with the office of the Chief Information Officer. All details of 3.2.2 above and its sub-items must be done.
 - The PSP should investigate and produce a report on the available office space/ accommodation.
 - The PSP should investigate and produce a report on the procurement of IT infrastructure that can design, set-up and configure network system. All details of 3.2.2.3 above and its sub-items must be done.
- 4.4 First order business plans/Annual Performance Plan (APPs) and shareholder compact - the PSP should develop and produce the first order business plans/APPs and shareholder compacts to be submitted to DWS within six month of CMAs establishment.
- 4.5 Transformation of Irrigation Boards to Water User Associations- the PSP should develop new required guidelines including oversight and governance of the IBs and WUAs and revise existing transformation guidelines for evaluation of proposals for transformation of IBs to WUAs in consultation with the relevant Provincial directorates and CMAs.
- 4.6 Finalisation of Charter for the transformation of IBs to WUAs - the PSP should finalise the Charter and transformation requirements/principles for evaluating the proposals of transformation. The PSP should also produce report on the consultation with the sector on the Charter for the transformation of IBs to WUAs
- 4.7 The PSP will produce closeout report with final reports and any key recommendations for consideration to the DDG: Water Sector Regulation.

5. METHODOLOGY

The PSP will be required to develop a clear and detailed methodology for how they will undertake the project. The methodology must reflect the PSPs understanding of the complexities of the water and sanitation sector and the entire water value chain (Water resource and services).

This project is primarily technical support with the PSPs working closely with DWS, National office and Provincial Operational Offices. It is important that PSPs demonstrate technical, financial, institutional knowledge, understanding the water sector legislations, water resource management, financial arrangements, governance and infrastructure development, institutional processes, as well as an ability to plan and facilitate strategic processes.

Lessons learned from other processes must be utilized to ensure viable process of establishing WMIs. They must display a detail technical and institutional knowledge of transformation of IBs to WUAs and understanding development of the Charter.

6. REQUIRED SKILLS

The Department will require support from suitably qualified, independent technical experts to manage the process of establishing WMIs.

- Sound understanding of the Water Sector in the context of Legislation, Policy, Institutional arrangements and performance of state owned entities.
- Sound financial and corporate business acumen and ability to analyse financial performance, viability, sustainability and understanding of financial markets, credit rating and borrowings for state entities.
- Strong technical experience and engineering of infrastructure service delivery industries and water services in particular.

- Experience in establishing and dis-establishing businesses. Ability to develop business cases for the establishment of the new entities business and manage the transition.
- Stakeholder engagement, management skills, Change management, experience and communication skills.
- Extensive experience on human resources and capital including development of organisational designs, job profiles, grading and matching and placing as well as skills transfer.
- Risk and Legal specialists to ensure compliance to all legislation and governance principles.

The core Team for the Project will include the following people. The Department will analyse each CV and reserves the right not to accept proposed individuals.

- A **Project Leader** with **no less than ten years** on leadership, governance, change management and knowledge of which seven years shall be within the water and sanitation sector. He/she should be familiar with the current government thinking on state entities. The Project Leader should be able to engage at technical level and should have wide experience of the water and sanitation sector. He/she must have credibility with a good reputation and be person of good standing in areas of expertise or the sector. He/she should have the interest of South Africa at large and in particular the passion for developing the sector and commitment to the key stakeholders.
- A **Professional Project Manager** with no less than ten years experience on Project Management for Water and Sanitation related projects.
- The finance team must include a registered **Chartered Accountant** (South African Institute of Chartered Accountants (SAICA), South African Institute of Professional Accountants (SAIPA) and any other recognised accounting body) with no less than ten years experience on public sector finance.
- There should be a person with **Infrastructure financing** in South Africa with no less than ten years experience.
- A **Civil Engineer registered with Engineering Council of South Africa (ECSA)** with more than ten years experience on Water and Sanitation infrastructure development and asset management.
- An **Attorney person with a registration certificate from Law Society and a valid attorneys fidelity fund certificate**, to advice on legal issues and powers and functions of the new entity with no less than ten years in drafting legislation on related projects.
- Specialist on **Human Resources** including communication and change management.
- A **Transformation** specialist on with more than ten years experience on Water resources transformation issues.

7. Skills development plans to ensure sustainability

The project will empower and also builds the capacity of the DWS team members in the Directorate: Institutional Establishment. Each designated person in the area will be working on the project. After the completion of the project each person would be expected to deliver the outcome from the project.

8. PROJECT TIME FRAMES

This project will span over **24 months** and will commence immediately upon approval by the DWS.

9. PROJECT MANAGEMENT

The Department: Water and Sanitation will be the client for the proposed project. Provision should be made in the budget for related administrative, logistical and general support functions to the client on a continuous basis throughout the life cycle of the project.

Ms E Bofilatos Director: Institutional Establishment, of the Department of Water and Sanitation will manage the project.

10. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate all proposals in terms of 80/20 principles. A four phase evaluation criteria will be considered in evaluating the bid.

PHASE 1: PREQUALIFICATION CRITERIA

Only bidders that have a Level 1 BBBEE status level of contributor will be considered for this bid.

NB: Bidders who do not qualify with the prequalification criteria will be disqualified and not considered for phase 2.

PHASE 2: ADMINISTRATIVE COMPLIANCE

Please note that all bidders must comply with the following administrative compliance-

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD 9		
4	General Conditions of Contract (GCC)		

PHASE 3: FUNCTIONAL/TECHNICAL

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 Functionality involves evaluating technical proposals out of 100 scores. Numerical values are assigned for scoring as follows:

1. Very Poor	2. Poor	3. Average	4. Good	5. Excellent
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EVALUATION CRITERIA	GUIDELINE FOR CRITERIA APPLICATION/ SUB-CRITERIA	POINTS VALUE	WEIGHT OF CRITERIA	BIDDER SCORE
METHODOLOGY	<p>Approach and Methodology:</p> <p>The Consultant will be required to develop a clear and detailed methodology for how they will undertake each Phase of this project. The methodology must reflect the consultants understanding of the complexities of the water sector, the entire water value chain (Water resource and services), and water board's and water Services Authority functions and mandate as well as relevant statutory requirements and processes to disestablish water boards. The methodology must be based on a collaborative and participatory approach incorporating all relevant stakeholders.</p> <p>The methodology will be evaluated on the following:</p> <ol style="list-style-type: none"> 1. Responsiveness to the Terms of Reference; 2. Level of detail to the proposal; 3. Presentation of the project management strategy; 4. Innovative approaches and ideas; and 5. Applicability of the methodologies in water resource management. <p>Please note that minimum points of 15 must be achieved in this sub-criteria.</p>	20		
	All 5 items above included.	5		

	Item 2, 3, 4 and 5 included.	4												
	Item 1, 2, 3 and 4 included.	3												
	Item 1, 2 and 3 included.	2												
	Any 2 items above included	1												
TRACK RECORD	<p>Past Experience :</p> <p>Refers to successful completion of previous relevant projects in water and sanitation projects, support the establishment of CMAs, development of business cases and transformation of IBs to WUAs. Attach a minimum of three (3) recent testimonials.</p> <p>The track record will be evaluated on the following:</p> <p>1. Number of successful projects completed within the Water and Sanitation sector;</p> <p>2 Level of implementation of the documents developed</p> <p>Please note that minimum points of 20 must be achieved in this sub-criteria.</p> <table><tr><td>Five (5) recent testimonials attached</td><td>5</td></tr><tr><td>Four (4) recent testimonials attached</td><td>4</td></tr><tr><td>A minimum of three (3) testimonials attached</td><td>3</td></tr><tr><td>Only two (2) testimonials attached</td><td>2</td></tr><tr><td>Only one (1) recent testimonial attached</td><td>1</td></tr></table>	Five (5) recent testimonials attached	5	Four (4) recent testimonials attached	4	A minimum of three (3) testimonials attached	3	Only two (2) testimonials attached	2	Only one (1) recent testimonial attached	1	30		
Five (5) recent testimonials attached	5													
Four (4) recent testimonials attached	4													
A minimum of three (3) testimonials attached	3													
Only two (2) testimonials attached	2													
Only one (1) recent testimonial attached	1													
TEAM CAPABILITY (Qualifications/ Expertise and experience of personnel)	<p>Team Capability:</p> <p>Sound understanding of the Water Sector in the context of Legislation, Policy, Institutional arrangements and performance of state owned entities, Sound financial business acumen and ability to analyse financial performance, viability, sustainability and understanding of financial markets, credit rating and</p>	50												

	<p>borrowings for state entities. Strong technical experience and engineering of infrastructure service delivery industries and water services in particular. Stakeholder Engagement and Management skills and experience. Experience in establishing and dis-establishing entities. Ability to develop a comprehensive business cases, and support the establishment process of WMLs. Change management and communication skills. Extensive experience on human capital including development of organisational designs, job profiles, grading and matching and placing. Risk and Legal specialists to ensure compliance to all legislation and governance principles. Exceptional project management skills.</p> <p>Expertise and qualifications are needed in each of the following study components:</p> <ol style="list-style-type: none"> 1. Project Management with no less than ten years project management experience; 2. Water resources management with no less than ten years' experience; 3. Human Resource Specialist with no less than ten years' experience. 4. Infrastructure financing with no less than ten years' experience; 5. Civil Engineer with more than ten years' experience; 6. Legal Attorney with no less than ten years' experience; 7. Chartered Accountant with no less than 10 years' experience. <p>All key personnel with qualifications listed above must be included and should have relevant past experience.</p> <p>Experience of personnel refers to previous relevant projects and overall track record. It should be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.</p> <p>Listing of client references indicating the following:</p> <ul style="list-style-type: none"> • A minimum of two (2) 			
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	<p>contactable references; and</p> <ul style="list-style-type: none"> The services rendered and the duration of the project (attach a certificate / Testimonial). 			
	All 7 items on experience and qualification, plus two contactable references with a certificate or testimonial detailing services rendered and duration of project	5		
	Any 5 items on experience and qualifications, plus two contactable references with a certificate or testimonial detailing services rendered and duration of project	4		
	Any 4 items on experience and qualifications, plus two contactable references with a certificate or testimonial detailing services rendered and duration of project	3		
	Any 3 items on experience and qualifications, plus two contactable references with a certificate or testimonial detailing services rendered and duration of project	2		
	Any 2 items on experience and qualifications, plus two contactable references with a certificate or testimonial detailing services rendered and duration of project	1		
	Please note that a minimum weight of 35 must be achieved in this sub-criteria.			
TOTAL		100		

PHASE 4: 80/20 Principle will be applied in terms of the new Preferential Procurement Regulations, 2017 pertaining to the PPPFA Act no 5 of 2000.

During this phase, bidders will be further evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table indicated under SBD 6.1.

Evaluation element	Weighting (Points)
B-BBEE	20
PRICE	80
Total	100

B-BBEE rating certificates are applicable and scoring will be done as per B-BBEE Code of Good Practice guideline as indicated in the following table:

B-BBEE 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

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

11. 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.
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit their Tax Compliance Status which will be verified with the Central Supplier Database.
- The bidder may subcontract maximum of 25% of the total project cost and the subcontracted service provider should meet the BBEE requirements.

- Bidders are requested to provide separate financial and technical proposals.

FORMAL BRIEFING SESSION

- Due to the COVID restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.
- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website www.dwa.gov.za.
- The contacts listed below will be attending to all questions.

FURTHER INFORMATION

For further enquiries please contact:

- 1) Ms Eustathia Bofilatos
Tel.: 012 336-7562
Email: bofilatose@dwa.gov.za
- 2) For Supply Chain Management:
Contact: Patrick Mabasa
Tel. Office: 012 336-7518
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ENTITY MAINTENANCE

HEAD OFFICE USE ONLY

Reference no.

Entity name

Entity number

Remarks

Registered

Date registered:

Verified on SafetyWeb

Date verified:

Captured

Date captured:

Authorised

Date authorised:

IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.
I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and I/We understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
I/We understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in my/our account.
This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM

ALL RELEVANT FIELDS MUST BE COMPLETED

THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3RD PARTY PAYMENTS WILL BE ALLOWED

Section A: Type of Supplier (For official use only)

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Govt. Department ☐ Partnership
☐ Trust
☐ Other (Specify)

Section B: Company/Personal Details

Registered Name

Trading Name

*VAT Number

PERSAL Number

Title

Initials

First Name

Surname

*Compulsory where applicable

Section C: Address Detail

Payment Address

Postal code

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.**