



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

DUE AT 11:00 ON

(CLOSING DATE: 07 January 2021)

BID DWS19-1120 WTE

**A FRAMEWORK CONTRACTS (PANEL OF CONSULTANTS) FOR CONSULTING
ENGINEERS TO PROVIDE SERVICES TO STOP POLLUTION OF THE VAAL
RIVER INTEGRATED SYSTEM FOR THE PERIOD OF 36 MONTHS.**

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:
DIRECTOR-GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory Briefing Session

Date: 08 December 2020

Time: 11:00am

Venue: Emfuleni Local Municipality at Reitspruit Wastewater Treatment Plant
Gauteng Province

BIDDER: (Company Address OR Stamp)

COMPILED BY: CONSTRUCTION

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: BID DWS19-1120 WTE		CLOSING DATE: 07 JANUARY 2021		CLOSING TIME: 11:00	
DESCRIPTION: A FRAMEWORK CONTRACTS (PANEL OF CONSULTANTS) FOR CONSULTING ENGINEERS TO PROVIDE SERVICES TO STOP POLLUTION OF THE VAAL RIVER INTEGRATED SYSTEM FOR THE PERIOD OF 36 MONTHS.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX. AT THE ENTRANCE OF ZWAMADAKA BUILDING					
157 FRANCIS BAARD STREET					
PRETORIA, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr P. Maseko	
TELEPHONE NUMBER	012 336 7596/6544/7780/6562		TELEPHONE NUMBER	082 925 5625	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	MasekoP@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

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 a price quotation, advertised competitive bid, limited bid or proposal). 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):
 - 2.4 Company Registration Number:
 - 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.

¹"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.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

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

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*****
*****
*****
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YES/NO

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

YES/NO

.....

.....

.....

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

[illegible]

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<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"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (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	<p>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?</p> <p>(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).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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:		

SBD 8

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

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 an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the 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 anti-dumping 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 willful 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 is 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 Programme (NIP)** 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.



**DEPARTMENT OF WATER AND SANITATION (DWS)
REPUBLIC OF SOUTH AFRICA**

**Tender No. DWS19-1120WTE
07 January 2021**


**Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide
Services to Stop Pollution of the Vaal River Integrated System for the Period of 36
Months**

Issued by:

Acting Director-General
Department of Water and Sanitation
285 Francis Baard Street
Bothongo Plaza East Building
PRETORIA 0001
TEL: 012 392 1300

Name of Tenderer:

National Treasury CSD Number:

	Department of Water and Sanitation (DWS)
	Tender No. DWS19-1120WTE 07 January 2021
	Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

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T1.2	Tender Data
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THE CONTRACT	
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C4	Site Information

SBD 1


SBD4: Declaration of Interest

SBD5: Declaration For Procurement Above R10 Million (if applicable)

SBD6.1: Preference Points Claim Form ITO the Preferential Regulations

SBD8: Declaration of Bidder's Past SCM Practices

SBD9: Certificate of Independent Bid Determination

	<p>Department of Water and Sanitation (DWS)</p>
	<p>Tender No. DWS19-1120WTE Closing Date 07 January 2021</p>
	<p>Framework contracts (Panel of Consultants) for Consulting Engineers to provide services to stop pollution of the Vaal River Integrated System for the period of 36 Months</p>
<p>T1.1 Tender Notice and Invitation to Tender</p>	
<p>The Department of Water and Sanitation (DWS) invite tender from suitably registered CIDB service providers and accredited by applicable institutions to submit the proposals of participation into the framework contracts (panel of consulting engineers) for a three-year term (36 Months) without a commitment to a quantum of work to provide services. Only Tenderers that have a B-BBEE contributor status level of 1, 2, 3 or 4 and who is an EME or QSE will be eligible to tender. Tenderers shall submit a valid B-BBEE certificate in compliance with Tender Data as proof of eligibility. Failure to satisfy the eligibility criteria may result in a non-responsive tender.</p> <p>The Tender Documents will be available from e-Tender Publication Portal (www.etenders.gov.za) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).</p> <p>Enquiries shall be directed to Mr Patrick Maseko at MasekoP@dws.gov.za within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. DWS does not take any responsibility for wrongly and/ or illegibly written email addresses.</p> <p>The closing time for receipt of tenders is 11:00 am on 07 January 2021 . Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders must only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.</p> <p>Issued by</p> <p>Mr.T Balzer Acting Director-General Department of Water and Sanitation</p>	

The requirement is for Professional Services in the Engineering Professions, as defined by the Engineering Profession Act (46 of 2000) and Engineering Council of South Africa (ECSA), in the Expertise Areas outlined in the table below, within DWS's operational areas, with no guarantee of any quantum of service.

No.	Profession / Discipline	Expertise Areas within Profession
1	Chemical Engineering	Water and Wastewater Treatment Plants
2	Civil Engineering	Water & Wastewater Treatment Plants Structural Engineering, emphasis on water retaining structures Pipelines Pumping Stations Planning & Feasibility Studies for Bulk Water Systems
3	Mechanical Engineering	Static & Rotating Machinery for Water & Wastewater Treatment Plants & Pumping Stations
4	Electrical Engineering	Heavy Current (MV & LV Distribution up to 33kV) Light Current (for Instrumentation and Control systems)

In addition to the Engineering resources listed above the requirement is also for the following additional services:

No.	Profession / Discipline	Expertise Areas within Profession
1	Communication Specialist	Experience in the water and sanitation environment Experience in water conservation water demand management Relevant experience in stakeholder/community engagement
2	Human Resource Development Specialist	Experience in the human resources development environment, preferably public sector.

The purpose of this tender is to pre-qualify eligible Professional Service Providers for appointment to a panel of Framework Contract (FC) holders from which they may be invited to enter into Framework Task Contracts with DWS to provide professional services for implementation of infrastructure projects using the method outlined in Part C3 (Clause 6).

The Framework Contract Categories are delineated by Construction Cost as follows:

Framework Contract Category	Project Construction Cost Range (excl VAT)
A	>R500 Million
B	R100m to R500m
C (C1, C2, C3 & C4)	R10m to R100m
D (D1, D2, D3 & D4)	≤ R 10m

Tenderers are only eligible to bid for one Category from the list on the table below, and for those that are interested in bidding for Category C or D they must select only one engineering sub-discipline Category (C1 to C4; D1 to D4) under the respective categories e.g. Category C3: Mechanical or Category D2: Chemical.

The Category the Tenderer is bidding for must be clearly indicated in the Returnable Schedules.

Category	Civil Engineer/ Technologist	Chemical Engineer/ Technologist	Mechanical Engineer/ Technologist	Electrical Engineer/ Technologist	Communication Specialist	Human Resource Specialist
A	✓	✓	✓	✓		
B	✓	✓	✓	✓		
C1	✓				✓	✓
C2		✓				
C3			✓			
C4				✓		
D1	✓				✓	✓
D2		✓				
D3			✓			
D4				✓		

Tenderers shall submit a valid B-BBEE certificate in compliance with Tender Data as proof of eligibility. Failure to satisfy the eligibility criteria may result in a non-responsive tender.

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

- Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with DWS's BBBEE policy initiative.
- Depending on the Category applied for, the service provider must have all of the following professionals in their project team:
 - Chemical Engineer/Technologist professionally registered with ECSA
 - Civil Engineer/Technologist professionally registered with ECSA
 - Mechanical Engineer/Technologist professionally registered with ECSA
 - Electrical Engineer/Technologist professionally registered with ECSA
 - Communications Specialist
 - Human Resources Development Specialist
- Professionals with other international Registration will only be accepted if confirmation is submitted from ECSA that their qualifications and experience are equivalent to that required for ECSA registration. It is the responsibility of the tenderer to obtain this confirmation and submit with the tender.

Evaluation Method:

The tender shall be evaluated in accordance with Evaluation Criteria stated in the Tender Data. A minimum functionality score of seventy (70) points is required for the tender to qualify for award of a Framework Contract. The first five (5) highest ranked Tenderers in terms of points scored will be considered for award of the Framework Contract for the selected Category.

There is no pricing offer associated with this tender. Pricing for future Framework Task Contracts offered in terms of this Framework Contract shall be determined by application of the relevant ECSA fee estimation methods to the project's scope of work.

The Tender Documents will be available from the e-Tender Publication Portal (www.etenders.gov.za) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222.

Enquiries shall be directed to Mr Patrick Maseko at MasekoP@dws.gov.za within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all Tenderers' who would have attended the compulsory briefing session. Therefore, it is a responsibility of Tenderers or their representatives to correctly record their email addresses in the compulsory briefing session attendance register. DWS does not take any responsibility for incorrectly and/ or illegibly written email addresses. The compulsory briefing session for this contract will be held on 08 December 2020 at 11h00.

The closing time for receipt of tenders is **11:00 am on 07 January 2021**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by

Mr.T Balzer
Acting Director-General
Department of Water and Sanitation



Department of Water and Sanitation (DWS)

Tender No. DWS19-1120WTE
Closing Date 07 January 2021

Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity In Engineering and Construction Work Contracts of August 2019. These Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender/Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The Tenderer is deemed to be in possession and have full knowledge of the abovementioned documents.

Clause number	Tender Data
C.1.1	The Employer is the Department of Water and Sanitation
C.1.2	The tender documents issued by the Employer comprise the documents listed on the contents page
C.1.4	<p>Communication:</p> <p>Communication will be in English</p> <p>The Employer's Agent:</p> <p>Name: Mr. Patrick Maseko</p> <p>Physical Address: 285 Francis Baard Street, Bothongo Plaza East Building, Pretoria, 0001 Private Bag X 131, Pretoria 0001</p> <p>Telephone: 012 392 1504</p> <p>Email: MasekoP@dws.gov.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An organ of state may, prior to the award of the tender, cancel a tender if:</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.</p>
C.1.6.3	The two stage system will not apply for this tender.

C.2.1	<p>DWS will only consider submissions from tenderers who satisfy the following criteria:</p> <ol style="list-style-type: none"> the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the Tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; the Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with DWS's BBBEE policy initiative. Depending on the Category applied for, the service provider must have all of the following professionals in their project team: <ul style="list-style-type: none"> Chemical Engineer/Technologist professionally registered with ECSA Civil Engineer/Technologist professionally registered with ECSA Mechanical Engineer/Technologist professionally registered with ECSA Electrical Engineer/Technologist professionally registered with ECSA Communications Specialist Human Resources Development Specialist Professionals with other international Registration will only be accepted if confirmation is submitted from ECSA that their qualifications and experience are equivalent to that required for ECSA registration. It is the responsibility of the tenderer to obtain this confirmation and submit with the tender.
C.2.7	<p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. The compulsory briefing session for this contract will be held on 08 December 2020 at 11h00.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>All Documentation will be made available on DWS's Website.</p>
C.2.12	No alternative tender offers will be considered.
C.2.13.6	A two-envelope system is not applicable.
C.2.13.5	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Ground Floor, Zwamadaka Building</p> <p>Physical address: DWS, Zwamadaka Building, 185 Francis Baard Street, Pretoria</p>
C.2.15	Tenderers should ensure that the Employer receives the bid offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data.
C.2.13.5	Tender documents shall be submitted Sealed, the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY".

C.2.13	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause C.2.1.:</p> <ul style="list-style-type: none"> (a) All declaration pages fully completed signed and submitted. (b) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. (c) None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory (d) The tender documents issued by DWS are not tampered with and the content remains unchanged. (e) Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). (f) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (g) The tenderer has not: <ul style="list-style-type: none"> • Abused the Employer's Supply Chain Management System; or • Failed to perform on any previous contract and has been given a written notice to this effect; (h) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; (i) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.3.4.1	Tenders will be opened immediately in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data.
C.2.16	The tender offer validity period is 90 days exclusive of closing date.
C.3.1	The Employer will respond to requests for clarification received up to within 7 (seven) calendar days after the compulsory briefing session during office hours only (between 8:00 to 16:30 hours on working days).
C.3.2	The Employer shall issue any Addenda until 3 working days before tender closing time.
C.3.8	The minimum qualifying Functionality Evaluation Score shall be Seventy (70) points.

EVALUATION CRITERIA

Tenderers are only eligible to bid for one Category from the list on the table below, and for those that are interested in bidding for Category C or D they must select only one engineering sub-discipline Category (C1 to C4, or D1 to D4) under the respective categories e.g. Category C3: Mechanical or Category D2: Chemical.

Category	Civil Engineer/Technologist	Chemical Engineer/Technologist	Mechanical Engineer/Technologist	Electrical Engineer/Technologist	Communication Specialist	Human Resource Specialist
A	✓	✓	✓	✓		
B	✓	✓	✓	✓		
C1	✓				✓	✓
C2		✓				
C3			✓			
C4				✓		
D1	✓				✓	✓
D2		✓				
D3			✓			
D4				✓		

The Framework Contract Category the Tenderer is bidding for is indicated below (select one category only):

Framework Contract Category	Tenderer to Tick <u>ONE</u> Category
A	
B	
C1	
C2	
C3	
C4	
D1	
D2	
D3	
D4	

Bids received will be evaluated on the five (5) phases namely **Prequalification Criteria, Mandatory**

Requirements, Administrative Compliance, Functionality Compliance and Price and Preference Points Claimed.

Phase 1:

Prequalification Criteria

Preferential Procurement Regulations, 2017, Regulation 4

Prequalification criteria will be used in this bid to advance designated groups on the basis of B-BBEE Status Level of contributor and EME's or QSE's.

Failure to meet the below indicated prequalification criteria in terms of the PPR, 2017, Regulation 4 will automatically disqualify your bid.

Bidders are requested not to make a copy of a document which has already been certified for tendering purposes.

Bidders will be prequalified on the basis of attaining B-BBEE Status Level 1 or 2 or 3 or 4 to be eligible for further evaluation. Bidders with B-BBEE Status Level other than 1 or 2 or 3 or 4 will not be eligible for further evaluation.

- **B-BBEE Status Level of Contributor** (Tenderer to tick the applicable box)

Level 1	Level 2	Level 3	Level 4

- **EME or QSE Status** (Tenderer to tick the applicable box)

EME	QSE	Not Applicable

Phase 2

Mandatory requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session. An original attendance certificate must be attached signed by both parties (a vendor/ supplier will be issued with one certificate only)		
2	Certified copies of Professional Registration Certificates		
3	Certified copies of Qualifications		
4	Curriculum Vitae for all Key Staff in the Prescribed Format		
5	Professional Indemnity Insurance Certificate/Confirmation		

Phase 3**Administrative Compliance:**

Bidders are required to comply with the following listed below

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach a copy of Tax Compliance status PIN.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from private insurer or Compensation Fund "Department of Labour		
5	A valid copy of UIF certificate of compliance or a valid UIF letter of good standing/ tender letter		
6	The Bid must be signed by a director of the company or a duly authorised person and proof of such authority must be submitted with the bid.		
7	A certified copy of B-BBEE Status Level Verification Certificate (failure to submit, the Bidder will forfeit the preferential points to be claimed)		
8	Initial and sign Section 2 Tender data		
9	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		

Phase 4**Functionality Compliance**

The table below lists the returnable schedules that set out the scoring criteria and sub- criteria, and the percentage weighting for the score achieved against the relevant schedule :

Returnable Schedule	Weighting %
Tenderer's Experience	40
Experience of Key Personnel	60

Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.

The score allocated by each Bid Evaluation Committee member for a tender shall be the sum of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.

Phase 5

Evaluation of Price and Preference Points Claimed:

The 80/20 preference points will be used as the value is expected to be below R50, 000 ,000.00 per project. The formula used to calculate the price points , during the allocation of projects from the panel , and the preference points that will be allocated , will be according to the 2017 PPPFA Regulations.

There is no Price offer associated with this tender. Project-specific invitations shall be issued in terms of this Framework Contract for future projects where Professional Engineering Services are required. Pricing for future Framework Task Contracts (FTC) offered in terms of this Framework Contract (FC) shall be determined by application of the relevant ECSA fee estimation methods to the project's scope of work.

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.

Proof includes an original or certified copy of B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be an original or certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

BIDDERS ARE REQUESTED NOT TO MAKE A COPY OF A DOCUMENT WHICH HAS ALREADY BEEN CERTIFIED FOR TENDERING PURPOSES!



Department of Water and Sanitation (DWS)

Tender No. DWS19-1120WTE
Closing Date 07 January 2021

Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

T.2.1 List of Returnable Documents

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure by a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection because the tender is not responsive.

NB: The list of documents is covered under stages of compliance, i.e. administrative, technical and mandatory

B Other documents required for tender evaluation purposes (applicable after technical evaluation stage)

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

.....

of (address)

was represented by the person(s) named below at the Compulsory Clarification Meeting, convened on 08 December 2020 for all Tenderers', the details of which are stated in the Tender Data.

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

Particulars of person(s) attending the meeting:

Name :	Name :
Signature :	Signature :
Capacity	Capacity :

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

Name:

Signature:.....

Date:

1. Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

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

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

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

3. Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of Principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

4. Preferencing Schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *"Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy."*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	2
Level 7 contributor	4
Level 6 contributor	6
Level 5 contributor	8
Level 4 contributor	12
Level 3 contributor	14
Level 2 or contributor	18
Level 1 contributor	20

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

5. Schedule 1: Experience of the Tenderer

The experience of the Tenderer as a company (as opposed to key staff members) in the Framework Contracts is with specific requirements for Tenderers' with a minimum of 5 years, and more, experience.

Tenderers' should adequately describe his or her experience in this regard, emphasising the nature of the works and complexity and attach it to this Schedule.

This Framework Contract is applicable to the full range of engineering services envisaged by ECSA and to multiple fields of expertise in the provision of Bulk Water and Wastewater Infrastructure.

The experience of the Tenderer will be evaluated on the basis of experience in similar projects (scope, complexity, construction values, and conditions) in relation to the scope of services required for this appointment. Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed and submit only work experience that is relevant to the scope of services and expertise requested for assessment.

Use the Experience Summary Table below to list completed projects relevant to the scoring criteria. Make as many copies of the table as required or prepare a similar table with same column headings and attach hereunder or in a referenced annexure. Ensure to provide a Project Sheet for each project summarised here.

The Framework Contract Categories are delineated by Construction Cost as follows:

Framework Contract Category	Project Construction Cost Range (excl VAT)
A	>R500 Million
B	R100m to R500m
C (C1, C2, C3 & C4)	R10m to R100m
D (D1, D2, D3 & D4)	≤ R 10m

Experience Summary Table:

At least two multi-disciplinary design projects with a construction value as per the Framework Contract delineation values (tabled above) must be shown in the table - for the Framework Contract Category applied for by the Tenderer.

Project Name and Location	Duration and Year Completed	Construction Costs (Rands excl VAT)	Key information relating to Size/Capacity of Infrastructure and Nature and Scale of Services Provided by the Tenderer	Client/Employer and Contact Details for a Reference

- a. For each Project listed in the Experience Summary Table, prepare a Project Sheet as laid out below.

The Project sheet should contain sufficient information to enable an evaluator to assess the Engineering content provided by the tenderer to the project for each of the relevant engineering disciplines and expertise areas.

Project Sheet: Contents and Outline

Project Sheets shall consist of 1 (one) side of an A4 Page and contain the following minimum information:

1. Header/Title Block

- a. Service Provider Name
- b. Project Name and Location (specify International, South Africa)
- c. Project Duration and Date of Completion/Commissioning

2. (optional) Photograph, Rendered CAD image or Diagram

3. Basic information about project

- a. Purpose / Objective (1 Paragraph)
- b. Fee Value earned and Construction Cost (both excl. VAT) at the time of completion.
- c. Size and capacity of works :
 - i. Potable Water Treatment : Daily Production Capacity in Ml/d.
 - ii. Wastewater Treatment : Annual Average Dry Weather Flow (AADWF).
 - iii. Pumping Stations : Design Capacity (Ml/d), duty cycle (h/d), Pumping Head (m) and rated power (kVA).
 - iv. Bulk pipelines : Diameter, length, piping material and gravity or pumped
 - v. Structural: Water retaining, Capacity (Ml) and type; Other structures, sufficient detail to assess scale of works
 - vi. Mechanical Equipment Installations : Description of items provided including installed power or capacity as relevant
 - vii. Electrical Installations : Installed capacity and nature and extent of the works.
 - viii. For Instrumentation & Control Systems: Capacity of system (I/Os), nature & extent of works.
- d. Nature of Work Performed :
 - i. Brief Description (1 paragraph) of the Technologies utilised.
 - ii. List the Engineering disciplines and Expertise Areas that formed part of the scope of works for the project

4. Description (1 paragraph) of the scope of professional services provided to the project by the service provider including :

- a. Duration of appointment
- b. Role and responsibilities
- c. Type of Services provided

b. Attach the Project Summary Tablets and Project Sheets to Page T2.23 or compile them into an attached annexure referenced there.

SCORING OF THE TENDERER'S COMPANY EXPERIENCE WILL BE AS FOLLOWS:

Maximum Possible Score 100

i. Wastewater Treatment Plants

Company experience in projects comprising wastewater treatment works with a treatment capacity exceeding 15ML/d (submit proof of prior experience).

- 1 project – 10 points
- 2 projects – 14 points,
- 3 project to a maximum of 20 points.

ii. Structural Engineering, emphasis on water retaining structures

Company experience in projects comprising reinforced concrete water retaining structures of 10 ML or greater (submit proof of prior experience).

- 1 project – 10 points
- 2 projects – 14 points,
- 3 project to a maximum of 20 points.

iii. Pipelines

Company experience in water services projects comprising pipelines Raw or Potable water of DN 500mm or greater (submit proof of prior experience).

- 1 project – 10 points
- 2 projects – 14 points,
- 3 project to a maximum of 20 points.

iv. Pumping Stations

Company experience in water services projects comprising Pumping Stations with capacity exceeding 500kVA (submit proof of prior experience).

- 1 project – 10 points
- 2 projects – 14 points,
- 3 project to a maximum of 20 points.

v. Planning and Feasibility Studies

Company experience in Planning & Feasibility Studies for water services projects with estimated study cost of R5m or greater (excl. VAT), (submit proof of prior experience).

- 1 study – 10 points
- 2 studies – 14 points,
- 3 project to a maximum of 20 points.

KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed functions.

Key personnel are those who will play an essential role in future task contracts awarded in terms of the Framework Contract. These include the persons who will take responsibility for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts, specialists and management of the construction monitoring phase where relevant.

Tenderers please note the following with regard to nomination of Key Personnel:

- 1) ALL nominated Engineering Key Personnel shall be professionally registered.
- 2) The Communications Specialist must comply with the following minimum requirements:
 - Degree/ Diploma in Communication/Public Relations/Journalism or higher qualification
 - Minimum of 10 years' experience in the water and sanitation environment, with more than 5 years' experience in water conservation water demand management.
 - Relevant experience in stakeholder/community engagement.
- 3) The Human Resources Specialist must comply with the following minimum requirements:
 - Degree/Diploma Human Resources
 - Minimum of 5 years' experience in the human resource development environment.
- 4) Replacements for nominated Key Personnel (who leave the employ of the tenderer while this Framework Contract is in effect) may assume the points scored by their predecessor provided that the new person scores the same (or higher) points when their functionality is assessed in accordance with the same criteria used for this tender.
- 5) Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced.

The key personnel that fulfil the requirements above are to be listed in the table below and will be evaluated for functionality in terms of Section T2.2.10.

KEY PERSONNEL SCHEDULE

	Designation	Key Person Full Name
1	Project Director*	
2	Design Team Leader*	
3	Chemical Engineer	
4	Civil Engineer (Design)**	
5	Civil Engineer (Planning Studies)**	
6	Mechanical Engineer	
7	Electrical Engineer	
8	Dams Specialist***	
9	Communications Specialist	
10	Human Resources Management Specialist	

*Project Director and design team leader may also be one and the same person as any of the other disciplines

** The Civil engineer nominated for Design and Planning Studies may be the same person.

***The Dams Specialist may also be one and the same person as the Project Director or Design Team Leader or Civil Engineer provided that the personnel is registered as Approved Professional Person with the Department of Human Settlements, Water and Sanitation Dam Office.

EXPERIENCE OF KEY PERSONNEL

Key Personnel will be scored based on their experience in each of the defined Disciplines for which they elect to offer services.

This requires each Key Person to:

- Prepare a professional summary (CV) in accordance with the criteria below.
- Ensure this CV contains verifiable relevant details of the experience claimed. Relevant information relating to the size, capacity and scope of completed assignments as well as the key person's role in the assignments, sufficient for scoring purposes, should be included.

Format for Professional Summary (Curriculum Vitae)

Provide relevant information in a brief Professional Summary (CV) of not more than 4 A4 sheets in the format prescribed below for each of the Key Personnel proposed in Section T2.2.9 and attach to this schedule.

Note that Copies of Qualification and Professional Registration Certificates should be attached **separately** to Section T2.2.26.

Format for Professional Summary (Curriculum Vitae)

The experience of the Tenderer's key personnel will be evaluated in relation to the scope of work from two different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.

CVs of all key personnel, preferably, in no more than **4 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50** for each of the proposed key personnel should be submitted along with the submission referring to this schedule. The CVs should be structured as detailed below:

Proposed Position:

Years with the Firm:

Mailing Address:

Phone:

Cell:

Email:

ID No.:

Name:

Nationality:

Education:

Computer

Skill:

Professional

Membership:

Membership #:

Experience: IN SOUTH AFRICA

Duration:

Organization (belongs to):

Project Name:

Client:

Position:

Responsibilities/ Work Done:

—

IN OTHER COUNTRIES

Duration: Organization (belongs to):

Project:

Client:

Position:

Responsibilities/ Work Done:

—

Consent:

I do hereby offer my full consent to work in the project titled as Framework contracts of consulting engineers (Panel of Consultants) for services within the Sedibeng Regional Sanitation Scheme to stop pollution of the Vaal River Integrated System with the Tenderer named as

I also confirm that I have not offered and will not offer my consent to any other Tenderer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Tenderer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature:**Date:** _____

Enclosure:

1. Certificates of academic qualifications
2. Certificate of Professional registration

The CV of individuals will be used for evaluation of the each of the personnel for this section.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

THE SCORING OF THE EXPERIENCE OF KEY PERSONNEL SHALL BE AS FOLLOWS:

For the purpose of functionality evaluation, the Employer regards the experience of **ALL** professionally registered persons listed in T2.2.9 as critical to project success and **ALL** of these personnel will be scored for functionality:

The scoring of the experience of Key Personnel shall be as follows (Maximum Score 100):

The proposed team for the Framework Contract including CV's showing experience in projects of a similar nature.

- a. **Experience of Project Director in the management of Bulk Water or Wastewater projects**
 - 1 project –4 points
 - 2 projects - 7 points
 - 3 project up to a maximum of 10 points.
- b. **Experience of Design Team Leader in the following designs:**
 - i. **Water or Wastewater Works with a capacity of exceeding 20MI/d**
 - 1 project – 2 points
 - 2 projects –3 points
 - 3 project to a maximum of 5 points.
 - ii. **Structural Engineering with emphasis on reinforced concrete water retaining structures with a capacity exceeding 10MI/d**
 - 1 project –2 points
 - 2 projects –3 points
 - 3 project to a maximum of 5 points.
 - iii. **Water Pipeline with a capacity exceeding DN500 and 5km Long**
 - 1 project –2 points
 - 2 projects –3 points
 - 3 project to a maximum of 5 points.
 - iv. **Pumping Stations with a capacity exceeding 500kVA**
 - 1 project – 2 points
 - 2 projects –3 points
 - 3 project to a maximum of 5 points.
- c. **Experience of Chemical Engineer in the process design of Water or Wastewater Works with a capacity exceeding 20MI/d**
 - 1 project –4 points
 - 2 projects –7 points
 - 3 project to a maximum of 10 points.
- d. **Experience of Civil Engineer (Design) in the civil design of Water Services Infrastructure**
 - i. **Water or Wastewater Works with a capacity of exceeding 20MI/d**
 - 1 project –2 points
 - 2 projects –3 points
 - 3 project to a maximum of 5 points.
 - ii. **Structural Engineering with emphasis on water retaining structures with a capacity exceeding 10MI/d**

- 1 project – 2 points
 - 2 projects – 3 points
 - 3 project to a maximum of 5 points.
- iii. **Pipeline (Raw or Portable water) with a capacity exceeding DN500**
- 1 project – 2 points
 - 2 projects – 3 points
 - 3 project to a maximum of 5 points.
- iv. **Pumping Stations with a capacity exceeding 500kVA**
- 1 project – 2 points
 - 2 projects – 3 points
 - 3 project to a maximum of 5 points.
- e. **Experience of Civil Engineer (Planning) in undertaking Detailed Feasibility Studies for Water Services Schemes**
- 1 project – 7 points
 - 2 projects – 14 points
 - 3 project to a maximum of 20 points.
- f. **Experience of the Mechanical Engineer in the design of mechanical elements of Water or Wastewater Infrastructure**
- 1 project – 4 points
 - 2 projects - 7 points
 - 3 project to a maximum of 10 points
- g. **Experience of the Electrical Engineer in the design of electrical elements of Water Services Infrastructure**
- 1 project – 4 points
 - 2 projects - 7 points
 - 3 project to a maximum of 10 points
- h. **Experience of the Communications Specialist**
- 10 years' experience in the water and sanitation environment, with more than 5 years' experience in water conservation water demand management – 4 points
 - 15+ years' experience in the water and sanitation environment, with more than 5 years' experience in water conservation water demand management – 6 points
- i. **Experience of the Human Resources Specialist**
- i. 5 years' experience in human resources management – 4 points
 - ii. 10+ years' experience in human resources management – 6 points

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



Department of Water and Sanitation (DWS)

Tender No. DWS19-1120WTE
Closing Date 07 January 2021

Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

C1 Agreements and Contract Data


Important Note on C1.1

All Tenderers **MUST** complete and sign **Form A: Offer** (*the first page hereafter*).

Form B: Acceptance will be signed by the *Employer*, and then only in the case of the successful Tenderer.

Form C: Schedule of Deviations must be signed by the Employer as well as the successful Tenderer after award of the Contract.

Form D: Confirmation of Receipt must be signed by the successful Tenderer on receipt of a fully completed original copy of the Framework Contract Agreement including the Schedule of Deviations, if any.

	Department of Water and Sanitation (DWS)		
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	Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months		

C1.1 Form of Offer and Acceptance

A: Offer

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

Tender No. DWS19-1120WTE: Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

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

The *Tenderer* identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the *Tenderer*, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the *Tenderer* offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, without any guarantee offered by the Employer regarding a quantum of work that will be awarded to the Service Provider under the Framework Contract.

This being a Framework Contract, no price is required.

The *Tenderer* confirms that he has read the CIDB Standard Professional Services Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the *Tenderer* before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the *Tenderer* becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
For the Tenderer:	<i>(Insert name and address of organisation)</i>		
Name & signature of Witness		Date	

B: Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part C.1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C.2 Pricing Data

Part C.3 Scope of Work

Part C.4 Site Information

and the schedules, forms and documents or parts thereof, which may be incorporated by reference to Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature		Signature
Name(s)		Name(s)
Capacity		Capacity
for the Employer	Department of Water and Sanitation Bothongo Plaza East Building, 285 Francis Baard Street, Pretoria, 0001	for the Tenderer
Name & signature of Witness		Name & signature of Witness

Date:

Date:

C: Schedule of Deviations

Any change or addition to the tender documents and recorded here shall also be incorporated into the draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft Contract, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.			
Signature			Signature
Name(s)			Name(s)
Capacity			Capacity
for the Employer	Department of Water and Sanitation Bothongo Plaza East Building, 285 Francis Baard Street, Pretoria, 0001		for the Tenderer
Name & signature of Witness			Name & signature of Witness

Date:

Date:

D: Confirmation of Receipt	
The Tenderer (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement today:	
the.....(day), 20.....(year),	of.....(month),
at.....(place).	
For the Tenderer (now Service Provider)	
Signature.....	
Name(s).....	
Capacity.....	

Signature and name of witness:

Signature.....
Name(s).....



Department of Water and Sanitation (DWS)

Tender No. DWS19-1120WTE
Closing Date 07 January 2021

Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

Part C.1.2 Contract Data

The Services Contract is based upon the Standard Professional Services Contract (July 2009) (third Edition of CIDB document 1014), published by the Construction Industry Development Board (see www.cidb.org.za).

1.1.1.13 The Defects Liability Period is as per PS.5.

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is 14 Days. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion.

1.1.1.15 The Employer is the Department of Water and Sanitation (DWS) as represented by:
Gauteng Provincial Head: Mr Sibusiso Mthembu

1.2.1.2 The address of the Employer is:
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001
Postal: Private Bag X995, PRETORIA, 0001
Telephone: 012 392 1303
E-Mail: Mthembusi@dws.gov.za

1.1.1.16 The name of the Employer's Agent is Mr Patrick Maseko

1.2.1.2 The address of the Employer' Agent is:
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001
Postal : Private Bag X995, PRETORIA, 0001
Telephone: 012 392 1504
e:mail: MasekoP@dws.gov.za

Or

Mr Daniel Mongwe (SCM)
Physical: Bothongo Plaza East Building, 285 Francis Baard Street, 0001
Postal : Private Bag X995, PRETORIA, 0001
Telephone: 012 392 1530
e:mail: MongweD@dws.gov.za

3.2.3 The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3) • Initial program (refer to Clause 5.6) • Security (Performance Guarantee) - refer to Clause 6.2 • Insurance (refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works is 14 Days.
5.3.3	<p>Add the following paragraph:</p> <p>"If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."</p>
5.4.2	The access of Site shall not be exclusive to the Consultant but as set out in the Site Information.
5.8.1	Normal working hours are from 07h00 to 16h30. In the event of emergency call-outs, a 24 hour standby is required, seven days a week.
5.8.1	The non-working days are Saturday and Sunday.
(5.1.1)	<p>The special non-working days are:</p> <ul style="list-style-type: none"> • All statutory holidays as declared by National or Regional Government.
5.13.1	<p>The penalty for delay in failing to complete the Works within the agreed period will be dealt with as prescribed in the GCC.</p>

5.16.3 The latent defect liability period is 1 Year.

6.2.1 Security (Performance Guarantee): Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5%
Greater than R 10m	10%

6.8.2 Contract Price Adjustment Factor: Escalation shall be in accordance with SEIFSA Table C (index of Actual Wage Rates). Any other escalation shall be negotiated with the Employer on the basis of SEIFSA indices and AA rates.

The base month is: July (to coincide with SEIFSA adjustments)

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is: Nil

The percentage advance on Plant not yet supplied to Site: Nil

6.10.3 Retention Money: Not Applicable

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum: Nil

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum: Nil

8.6.1.2 SASRIA Coupon Policy for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of Professional indemnity for liability insurance: R 20,000,000

8.6.1.5 Furthermore, the insurance cover effected by the Consultants shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: R 1,000,000
- Consequential loss to be covered by policy: Yes
- Liability section of policy to be extended to cover blasting: Not Applicable
- Maximum excess per claim or series of claims arising out of any one occurrence: R 10,000

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: R 1,000,000
- Maximum first excess: R10,000

Insurance of Works

- Minimum amount for additional removal of debris (no damage): Nil
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: R200,000
- Minimum amount for transit of materials to site: R 200,000

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.



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Pro forma Performance Bond – Demand Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert Contractor's name and registered address]


Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1.	In this Guarantee the following words and expressions shall have the following meanings:-	
1.1	"Bank" means	[Insert name of Bank, Branch (if applicable) and Registration Number]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the works, entered into between the Employer and the Contractor, on or about the day of 20... (Insert Contract Reference No.) as amended, varied, restated, novated or substituted from time to time;
1.4	"Consultant" means	(insert name of Consultant), a company registered in accordance with the laws of the Republic of South Africa under Registration No (insert registration number).
1.5	"Employer" means	(insert name of Employer),
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the Employer stating that the Consultant has, in terms of the contract, achieved Completion of the whole of the works and all amounts due from the Consultant in the assessment at Completion of the whole of the works have been received by the Employer, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	the sum of R.....(in figures) andin words
1.8	"works" means	[insert details from Contract Data part 1]

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C.2 Pricing Data

There is no pricing offer associated with this Framework Contract. Pricing for future Framework Task Contracts offered in terms of this Framework Contract shall be determined by application of the relevant ECSA fee estimation methods to the project's scope of work.



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Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

C3: Scope of Work

1 Description of the Works and Services

1.1 Employers Objectives

The Department of Water and Sanitation's (DWS) objective in entering into Framework Contracts over a 36 month period with Engineering Professionals is to reduce procurement timeframes for the provision of Professional Engineering Services to be assigned to address the pollution of the Vaal River Integrated System (VRIS).

The objective is to secure the services of Consulting Engineering firms for, amongst others, the planning, investigations of treated effluent for agricultural reuse, feasibility studies, assessment of waste water plants discharging into the VRIS, rollout of the VRIS Communications plan, rollout of the VRIS Security plan (perimeter fencing around 44 pump stations, Sebokeng, Rietspruit, Leeuwkuil and Meyerton WWTW's including the installation of CCTV cameras, and guard houses in all pump stations).

This scope for the appointed Service Provider will include the preparation of preliminary design reports, detail designs, procurement and construction documentation. A second component of this appointment will predominantly pertain to managing construction contracts, administering construction contracts, construction monitoring & inspection, preparation of as built drawings and preparing close out and hand-over reports for the various projects implemented under the VRIS in Gauteng, Mpumalanga, Freestate, North West and Northern Cape Provinces over the multi-year financial budgets.

The scope will also, where applicable, comprise of activities such as obtaining environmental authorisations (EA) through environmental impact assessment (EIA) processes, and obtaining Water Use Licence Authorization (WULAs).

Depending on the nature of the project/s and duration taken to undertake certain preceding activities, the scope of the Service Provider's appointment/s for each aspect of the VRIS programme may vary to suit the individual project/s progress status and future requirements.

1.2 Background

The pollution caused by spillages of raw sewage into the Vaal River system has enormous negative environmental and health impacts. The population growth and development for catchments along the Vaal River system has led to a demand for water services that exceeds the design capacity of the wastewater treatment works in the regions, resulting in restrictions to socio and economic growth and development. In summary, the regions are faced with the following challenges:

- Discharge of non-compliant effluent into the Vaal River system;
- Negative environmental and health impacts;
- Restrictions to the socio economic growth and development in the affected areas, which is an impediment to investment potential of the affected Provinces;

- Ageing infrastructure, resulting in high maintenance costs and system performance failures;
- Vandalism and poor maintenance of water services assets;
- Leaks in the distribution systems and illegal connections, resulting in high non-revenue water losses;
- The current demand exceeds the design capacity of most Waste Water Treatment Works infrastructure.

The purpose of the VRIS intervention is to ensure that all water services infrastructure is resuscitated to an acceptable and optimal operational state and pollution of the Vaal River system is stopped by addressing, amongst others, the following key components:

- The refurbishment and/or upgrade of:
 - Gravity and rising mains: Leakages and deficiencies in the sewer network system;
 - Pump stations;
 - Wastewater Treatment Works

The services to be procured shall also include the establishment of the Program Portfolio Office within DWS Gauteng Provincial Operations to:

- Develop a framework to assess, monitor and evaluate infrastructure projects and provide guidance to challenges;
- Coordinate and monitor the performance of contractors;
- Ensure credible planning, prioritization and budgeting including oversight on all projects;
- Ensure quality assurance, monthly and quarterly reports;
- Assessment of wastewater treatment plants discharging into the Vaal River system from the Provinces of Gauteng, Mpumalanga, Free State, Northern Cape and Northwest;
- Skills transfer and mentoring of officials;
- Water conservation water demand management interventions;
- Options for reuse of treated effluent for agricultural purposes;
- Capacity building;
- Project and Programme Communications.

2 Description of the Services

To provide services for a three (3) year period within the Gauteng, Mpumalanga, Freestate, North West and Northern Cape Provinces to stop pollution of the Vaal River Integrated System.

This Framework Contract (FC) is limited to the provision of multi disciplinary Professional Services in the disciplines of Civil, Mechanical, Chemical and Electrical (light and heavy) Engineering as defined by the Councils for the Built Environment Professions Act and the Engineering Council of South Africa.

DWS seeks to implement various interventions for the VRIS Programme that provides for upgrades, expansion, augmentation, rehabilitation and development of its water infrastructure. This work is packaged into multiple discrete projects that require the services of Professional Service Providers in the engineering professions for:

- planning and feasibility studies,
- design and engineering,
- preparation of procurement documentation and specifications
- contract administration and monitoring of construction activities.

Within these professions and broad categories of service provision, specific skills and experience in particular areas of expertise are required for successful implementation of the VRIS projects as defined in the table below:

Profession	Areas of Expertise
Chemical Engineering	Wastewater Treatment Plant Design Facilitation of Hazard & Operability Studies Major Hazard Installation Assessments Process Simulation and Modelling
Civil Engineering	Civil Engineering Structural Engineering, emphasis on water retaining structures Wastewater Treatment Plant Design Pipelines Pump Stations Intake Structures Minor Roads Construction Monitoring and Contract Administration Planning & Feasibility Studies for Bulk Water Supply & Wastewater Treatment Systems Dams and Dam Safety Assessments for category I, II & III dams. Geotechnical Engineering, Survey and Investigations
Mechanical Engineering	Static & Rotating Machinery used in Water & Wastewater Treatment Plants & Pump Stations HVAC Lifts and Hoists Chemical Dosing Systems for Water & Wastewater Treatment Plants
Electrical Engineering	Heavy Current (LV and MV distribution, transformers, switchgear and motors up to 33kV) Light Current (Instrumentation & Control systems including SCADA, PLC and Telemetry) Cathodic Protection Systems Standby Power Generation Lightning Protection Systems

3. Extent of the services

For each sub appointment to be made under the terms of the FC, a Framework Task Contract with project-specific specifications and criteria shall be issued and FC holders with appropriate skills and experience shall be offered the work on a transparent rotational basis.

The Government Gazette 39480, Board Notice 138 of 2015 comprising ECSA's "Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act" shall be used as a basis for determining the extent of services to be provided and the remuneration due. Assuming that prior Planning and Preliminary Feasibility Studies have limited the options and established the scope of work, the extent of the work will generally include Stages 2 to 6 of the Normal Services defined by the ECSA Guideline, supplemented by Additional Services as requested on a project-specific basis. The most commonly utilised Additional Services are :

- Level 3 Construction Monitoring
- The provision of services related to Construction Safety Regulations
- Lead Consulting Engineer
- Engineering Management

To ensure that quality and due diligence requirements of deliverables are met, all Services shall be subject to DWS's gated review process which is aligned to the National Treasury's Standard for Infrastructure Procurement and Delivery Management (SIPDM). In particular, the stage gate definitions and review process of the Infrastructure Delivery Management System (IDMS) will be utilised to ensure that project deliverables meet the necessary standards.

4. **Use of reasonable skill and care**

ALL work carried out by Professional Service Providers appointed under the terms of this FC requires use of reasonable skill and care.

5. **Co-operation with other services providers**

Co-operation and interaction requirements shall be outlined on a project-specific basis in future invitations issued in terms of this FC.

6. **Principles of the Framework Contract and Task Awards:**

- All of the anticipated work is for the implementation of capital infrastructure projects within the operational areas of the VRIS in Gauteng, Mpumalanga, Free State, North West and Northern Cape Provinces.
- DWS's incentive for the FC is the time and cost saving for the procurement of professional services for capital infrastructure projects. However, DWS reserves the right, if the need should arise, to appoint professional service providers using any of the other procurement methods available in terms of the applicable legislation and regulations.
- FC holders shall employ and have in their management Professional Persons who are suitably registered in accordance with the requirements of ECSA and the Engineering Profession Act (Act No. 46 of 2000) for all work requiring approval by such persons. Professionals with other international registrations will only be accepted if confirmation is submitted from ECSA that their qualifications and experience are equivalent to that required for ECSA registration. It is the responsibility of the tenderer to obtain this confirmation and submit it with their tender.
- Claims for travel costs resulting from provision of services shall be restricted to local travel within the VRIS operational area.
- All Framework Task Contracts issued in terms of this appointment shall use the CIDB Standard Professional Services Contract (3rd Edition, July 2009, with project-specific amendments as necessary) while the scope of services and the fee structure shall be based on the ECSA "Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act" as per Government Gazette 39480 of 4 Dec 2015. In addition, National Treasury's Standard for Infrastructure Procurement and Delivery Management (SIPDM) and specifically the Infrastructure Delivery Management System (IDMS) shall be used to ensure due diligence in the delivery of professional services.

6.1 Selection for Framework Contract Task Awards

FC holders will be invited to enter into Framework Task Contracts based on project requirements by using the following method :

- The applicable FC Category shall be determined in accordance with the estimated construction cost for the scope of work of each future Framework Task Contract.
- The estimated construction value of each task contract shall be determined and concluded by DWS and any scope changes during design stage, which may lead to increase or decrease in terms of construction value, shall not move the allocated task contract to another Framework Contract category.

- FC holder eligibility for Framework Task Contracts is restricted to the appointed Category.
- For each category, the award of Framework Task Contracts shall proceed in numbered Rounds on a rotational basis.
- Once a FC holder accepts (or declines) a Round 1 Framework Task Contract in their category, they drop into Round 2 and are not eligible for any further task contracts until all Round 1 FC holders in that category have accepted (or declined) a task contract. Round 2 commences on completion of Round 1.

6.2 Terms of Reference for Framework Contract Tasks

Project-specific invitations for tasks shall be issued in terms of this FC for future projects where Professional Engineering Services are required.

This FC addresses design, specification and construction monitoring related engineering activities and may be informed by prior Detailed Feasibility Studies (DFS). The DFS informs the chosen option, detailed scope of works, battery limits, performance, quality criteria and a cost estimate, thereby enabling the use of ECSA fee scales as a basis for estimating the costs of the service to be provided for the task.

The nature and extent of services, activities and deliverables to be provided are already described in Sections C3.2 and C3.3 above in General Terms. More detailed requirements shall be provided in project-specific invitation documents.

6.3 Time Frames for Framework Contract Tasks

Time frames for deliverables and milestone dates shall be advised on a project-specific basis in future invitations issued in terms of this FC.

6.4 Locations for Performance of Contractual Duties

- Performance of work envisaged under future task contracts issued in terms of the FC shall normally be carried out at :
 - the Professional Service Provider's workplace and
 - the Project Site (for duties related to construction supervision and monitoring)
 - The Employer's offices for Programme Management support
- Site related visits and investigations shall be carried out at site locations to be advised on a project specific basis in future invitations.
- Scheduled Progress Meetings, Design Reviews, Risk Reviews, Gate Reviews and other ad-hoc meetings requested by the Employer's Representative shall normally be carried out at DWS Gauteng Region's Head Office.

6.5 Reporting Requirements

Reporting requirements shall include preparation of reports and attendance at scheduled monthly progress meetings.

6.6 Reference data

Reference Data pertaining to future project tasks will be outlined on a project-specific basis in future invitations issued in terms of this FC.

6.7 Applicable national and international standards

Since standards may change during the three year tenure of this FC, applicable national, regional and international standards will be communicated on a project-specific basis in future invitations issued in terms this FC.

6.8 Particular/Generic specifications

Since specifications are subject to change during the three year tenure of this FC, particular (purpose written) or generic (standard in-house) specifications applicable to the services will be communicated on a project-specific basis in future invitations issued in terms of this FC.

6.9 Approvals

Requirements for approval of deliverables shall be given on a Project-specific basis in future invitations issued in terms of this FC.

6.10 Procurement

Referto F3.11.

6.11 Access to land / buildings / sites

Arrangements for accessing project sites and any restrictions pertaining thereto shall be included in future invitations issued in terms of this FC.

6.12 Planning and programming

Planning and scheduling requirements, including the breakdown of phased projects, scheduling constraints and key milestone events shall be communicated on a project-specific basis in future invitations issued in terms of this FC.

6.13 Software application for programming

Software application requirements for project deliverables shall be communicated on a project-specific basis in future invitations issued in terms of this FC.

6.14 Quality management

Framework Task Contracts issued in terms of this FC shall be subject to a quality management system compliant with the requirements of the Infrastructure Delivery Management System (IDMS) issued by the National Treasury. This quality management system consists of gate reviews at defined project stages. The gate reviews take the form of detailed checklists for each major engineering discipline and for related requirements such as National Treasury requirements, Engineering Management, Risk Assessment, Environmental and Controls. Gate Reviews determine whether sufficient diligence has been applied to the stage and whether the project may continue to the following stage of implementation. The Gate review process follows after client review and approval processes such as design reviews.

The defined Gate review stages that are pertinent to this Framework Contract are :

- Stage 3 : Pre-Feasibility
- Stage 4 : Detailed Feasibility
- Stage 5 : Design Development
- Stage 6 : Detailed Specification and Procurement Documentation
- Stage 7 : Execution (Construction)
- Stage 8 : Commissioning and Handover
- Stage 9A : Contract Close-out

6.15 Format of communications

Specifications for communications formats shall be communicated in future project-specific closed tender enquiries. However, DWS uses the following software products for documentation related to project implementation:

- i. Word-processing, spreadsheets, presentations and diagrams: Microsoft Office 2010 suite of products (including MS Project and MS Visio).
- ii. Scanned and uneditable documents Adobe Acrobat and Adobe Reader for documents issued in .pdf format
- iii. Photographs : Files in .jpg format GIS : Arcview
- iv. CAD : AutoCAD
- v. s-Built Drawings are required to be issued on Sepia and in AutoCAD format on CD. Detailed specifications for drawing formats, layouts, numbering and other draughting related criteria shall be provided with future invitations issued in terms of this Framework Agreement.

6.16 Key personnel

Refer to Returnable Schedule T2.2.17 and C1.2 Part 2: Contract Data to be provided by the Service Provider. Minimum requirements in terms of Key Personnel shall be outlined in future project-specific invitations issued in terms of this FC.

6.17 Management meetings

Requirements for attendance, location, dates and times for management meetings shall be defined in future project-specific invitations issued in terms of this FC.

6.18 Forms for contract administration

Standard forms, templates and technical specifications pertinent to pricing of the scope of work and administration of contracts will be given as annexures in future invitations issued in terms of this FC.

Electronic forms of these other documents will be issued on request by the Employer's representative to successful appointees.

6.19 Electronic payments

Service Providers must be registered on the DWS Vendor database in order to enter into any contract and to receive electronic payment. Successful bidders who are not already registered will be given the opportunity to register during the award stages of the contracting process for this Framework Contract.

Electronic payments are made monthly at the end of the month following the date of receipt of invoice. Invoices must be presented by the deadline of 25th of each month (or the last working day prior) in order to receive payment at the end of the following month.

6.20 Daily records

Requirements for daily records of time spent will be outlined on a project-specific basis in future invitations issued in terms of this FC.

As a minimum, for any time charges against additional services it will be necessary to:

- Estimate man-hour, travel and other disbursements
- Keep daily records (timesheets, travel records and invoices) for disbursed expenses
- Submit the records with each invoice

6.21 Professional indemnity insurances

[Refer to C.1.2 Contract Data Clause 5.4.1. A copy of the bidder's Professional Indemnity (PI) Policy in good standing shall be submitted with their FC tender. Since policies submitted at tender may lapse prior to cessation of this FC, bidders will be required to confirm their PI policy details with each future Framework Task Contract issued for specific projects.

6.22 Payment certificates

The deadline for submission of invoices with supporting documentation is the 25th of each month or the last prior working day. Invoices received on time and approved for payment will be paid at the end of the month following the date of receipt of the invoice. The specific requirements for supporting documentation shall be outlined in future invitations issued in terms of this FC.

6.23 Use of documents by the Employer

Documents provided by Professional Service Providers in the execution of Framework Task Contracts awarded in terms of this FC may be used for any purpose related to the mandate of DWS.

This includes for the implementation of capital infrastructure projects, training of staff, operating, repairing and maintaining infrastructure.

6.24 Property provided for the Service provider's use

No property shall be provided for use by FC holders during Framework Contracts.

6.25 Proof of compliance with the law

Legal and regulatory compliance requirements will be communicated on a project-specific basis in future invitations issued in terms of this FC.

6.26 Management requirements

The Service Provider shall observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

6.27 Training and Skills Transfer

For each task appointment under this FC the Service Provider shall provide training and skills transfer to selected DWS and Municipality employees.



Department of Water and Sanitation (DWS)

**Tender No. DWS19-1120WTE
Closing Date 07 January 2021**

Framework Contracts (Panel of Consultants) for Consulting Engineers to Provide Services to Stop Pollution of the Vaal River Integrated System for the Period of 36 Months

C4: Site Information

Various projects implemented under the VRIS in Gauteng, Mpumalanga, Freestate, North West and Northern Cape Provinces. Project specific site information shall be included in future Framework Contract task invitations issued in terms of the FC.