



## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**WP 11370**

### **REQUEST FOR BID**

**BID NUMBER WP 11370**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT  
OF FIVE YEAR RELIABLE WATER AND SANITATION SERVICES DELIVERY  
IMPLEMENTATION PLANS FOR ZULULAND DM**

**ISSUE DATE:**

**18 MAY 2021**

**CLOSING DATE AND TIME**

**17 JUNE 2021 at 11H00**

**SUBMIT TENDER DOCUMENT**

**POSTAL ADDRESS:**  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313 PRETORIA, 0002

**OR**

**TO BE DEPOSITED IN:**  
THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA  
0002

**Compulsory briefing session**  
N/A

**TENDERER: (Company address and stamp)**

**COMILED BY: MAPITSE WINNIE DOLAMO  
DEPARTMENT OF WATER AND SANITATION**

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11370	CLOSING DATE:	17 JUNE 2021	CLOSING TIME:	11H00
DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF FIVE YEAR RELIABLE WATER AND SANITATION SERVICES DELIVERY IMPLEMENTATION PLANS FOR ZULULAND DM</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Mr Stephen Marais	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 8290	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	marais@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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](http://WWW.SARS.GOV.ZA).
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF FIVE YEAR RELIABLE WATER AND SANITATION SERVICES DELIVERY IMPLEMENTATION PLANS FOR ZULULAND DM**

NAME OF BIDDER: .....	PROJECT NO: <b>WP 11370</b>
CLOSING TIME: <b>11:00</b>	CLOSING DATE: <b>17 JUNE 2021</b>

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

ITEM DESCRIPTION BID PRICE IN RSA CURRENCYNO (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.

R.....

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

.....

4. Estimated                      man-days                      for                      completion                      of                      project

.....

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

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

.....

.....

.....

.....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

E-mail address: [dolamow@dws.gov.za](mailto:dolamow@dws.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Stephen Marais

Tel: 012 336 8290

E-mail address: [maraiss@dws.gov.za](mailto:maraiss@dws.gov.za)

## DECLARATION OF INTEREST

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

the legal person on whose behalf

the bidding document is signed, has a relationship with persons/a

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"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.

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

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

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

Connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

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

2.11.1 If so, furnish particulars:

.....



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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>Income</b>	<b>Employee Number / Persal Number</b>

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to ~~exceed/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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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;



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:

i) What percentage of the contract will be subcontracted..... %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) 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 *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

- 1. ....
- 2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....  
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	+	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

**The purpose of this document is to:**

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

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

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

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## **General Conditions of Contract**

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

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

## **2. Application.**

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

## **3. General**

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

## **4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**6. Patent rights.**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection



by a representative of the Department or an organization acting on behalf of the Department

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

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

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

## **33. National Industrial Participation (NIP) Programme**

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

## **34. Prohibition of Restrictive practices**

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

Js GCC (revised July 2010)

## **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dws.gov.za](http://www.dws.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post,  
Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

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

**For and on behalf of the Bidder:**

.....

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Address (Physical):**





## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF FIVE YEAR RELIABLE WATER AND SANITATION SERVICES DELIVERY IMPLEMENTATION PLANS FOR ZULULAND DM**

**WP 11370**

**TRADING NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_

**This template must be completed by the bidder**

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

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

Name:.....

Position:.....

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

# **Terms of Reference (TOR)**

## **Development of Five-Year Reliable Water and Sanitation Services Delivery Implementation Plans for Zululand DM**

**3 November 2020  
Version 1.4**



**water & sanitation**

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Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

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## ABBREVIATIONS PAGE

MTSF:	Medium Term Strategic Framework
WSA:	Water Services Authority
DM:	District Municipality
TOR:	Terms of Reference
WC:	Water Conservation
WDM:	Water Demand Management
WSDP:	Water Services Development Plans

## 1 BACKGROUND

The SA Government has committed to ensuring that all people living in South Africa have access to reliable, sustainable, safe and affordable water services. However, there are still a significant number of people that do not have access to even a basic level of water and sanitation services.

In the 2019-2024 Medium Term Strategies Framework (MTSF) specifically requires the development of Five Year Reliable Water & Sanitation Implementation Plans for all DMs in South Africa. The new MTSF cycle (2019-2024) is guided by the District Co-ordination Model to Improve the Coherence and Impact of Government Services Delivery and Development for all District Municipalities (DMs).

The enabling environment for water and sanitation service delivery is well documented in the South African legislation with clear roles and responsibilities (powers and functions). The Constitution, Act 108 of 1996 Section Chapter 2, the Bill of Rights Section 27 (1) (b) states that everyone has the right to have access to sufficient food and water; thus elevating water and sanitation services as a basic human right while 152 (i) (b) stipulates that one of the objects of Local Government is to "ensure the provision of services to communities in a sustainable manner".

These plans are also guided by the National Water & Sanitation Master Plan document. The development of the Reliability Plans directly relates to Section 1, Topic 5 "Managing Effective Water & Sanitation Services". This topic specifically talks to the Water & Sanitation Backlog due to the failure to provide reliable Water & Sanitation Services. The drivers mentioned under Topic 5 also relates to the SDG deliverables that needs to be achieved, and therefore, one of the key actions listed under Topic 5 in the Master Plan, is to develop and implement Water Services Reliability Implementation Plans consisting of a backlog analysis and the Infrastructure Management Plan. The detailed project lists per DM are captured in the Schedule of Actions of the National Master Plan under Section 1.3.6 of the key actions.

During the induction stage of the development of Five Year Reliability Plans, the Water Services Authority's Management will be fully briefed on the background of the National service delivery programme and all related requirements to enable effective outcomes reporting. The dedicated Water Services Planning Official as well as other identified officials from the WSA will form part of the project management structure and attend all briefing sessions as well as progress meetings.

The Five Year Reliability Plans to be developed will consist of two definite stages, the Situational Assessment and the Five Year Pipeline of Projects. After the completion of the Situational Assessment stage (Task 1 - 6), a document will be produced reflecting the outcomes of the situational assessment. This document needs to be approved by DWS Provincial and National and thereafter by the WSA Municipal Manager. The same process will be followed with the development of the pipeline of projects document.

## 2 PURPOSE

The purpose of this Terms of Reference (ToR) is:

- 2.1 To appoint a PSP to develop Five Year Reliable Water and Sanitation Services Delivery Implementation Plans. The PSP will ensure that all tasks described in this ToR are successfully completed.

In completing the tasks, the following 11 Water and Sanitation Services Backlog Solution indicator definitions must be utilized:

- I. Un-served (100% coverage)
- II. Underserved
- III. Refurbish, recover, replace
- IV. Aged infrastructure
- V. Operations and maintenance
- VI. New infrastructure
- VII. Water Security/protection

- VIII. Service quality
- IX. Improved water governance
- X. Environmental management
- XI. Sustainable services & management
- XII. WC and WDM Plans
- XIII. WSDP

The Five Year Reliable Water and Sanitation Services Delivery Implementation Plan must include all the identified Water and Sanitation Services Projects, as well as the latest DWS perspective on the current state of the municipal enabling environment.

In drafting this document, WC&WDM and WSDP plans must be properly addressed. The use of available information from various stakeholders like COGTA should be extensively utilized. The document must not only produce a list of projects, but a PLAN of actions to address the needs as identified.

- 2.2 The PSP must produce a Situational Assessment narrative report (situational assessment) in addition to the data capturing compliancy. The reference date for this information must be 2021 view of the current status.
- 2.3 The PSP must produce the final Pipeline of Projects document resulting in a pipeline of projects that addresses the Five Year Reliable Water and Sanitation Services Delivery Implementation Plan.

### 3 OBJECTIVE

The objective of this appointment is to retrieve all available information in the Water Services Authority sphere that relates to the status of Water and Sanitation Services. This information will then be populated into a report, which information will then be captured in the DWS GeoDatabase structure.

The objective of this exercise will enhance the knowledge of the status of Water and Sanitation Services within the WSAs as well as providing a process through which a pipeline of projects will be developed to address all the required interventions. This projects identification process will then be aligned with the grant funding and any other funding streams to ensure a financial alignment between available funding and project implementation.

The development of Five Year Reliability Plans is also part of a DWS initiative to align with the MTSF cycle outputs and the National Water and Sanitation Master Plan. The Five Year Reliability Plans objective is also to provide required input documentation in alignment with the new District Development Model (DDM). These plans will talk directly to the requirement in the model that relate to the development of information systems, a pipeline of projects, medium to long-term planning and the development of only one plan at DM level. The inputs of the Five Year Reliability Plans is also directly linked to the National Water & Sanitation Master Plan, MTSF cycle and District Development Model.

All data structures and process flow systems to be used will be pre-described by the Department. These structures already exist in a Geo Database format (Appendix A, B & C) and all updated structures and systems will feed back into the existing Geo Database.

### 4 TECHNICAL CONTENT

The Technical content below is described in specific tasks to be developed chronologically throughout the implementation of the project. Task 1 – 6 will cover the development of the Situational Assessment document and Task 7 - 13 will cover the development of the Pipeline of Project deliverable.

It is crucial that all the stakeholders are included when engagements take place and the following must be included in all communications:

- I. Water Services Authorities
- II. District Municipalities

- III. DWS Regional Office
- IV. National Programme Manager
- V. MISA representative in WSA and other CoGTA role-players

#### 4.1 Situational Assessment

##### 4.1.1 Task 1: Obtain data structures from the Department, evaluation and update of information for Water Services Needs levels from the existing Situational Assessment structures

The aim of the task is to source the required information in order to also be able to update the DWS GeoDatabase, associated Meta data, Data tables (Appendix A, B & C) and narrative page structures. Detailed data collation procedures will need to be adhered to in order to ensure consistency of data collation methodologies and compliance to data standards for each of the identified WSA's. The PSP must evaluate the accuracy of each data field in the settlements, water and sanitation schemes as well as all the water and sanitation component datasets and update all datasets to reflect the 2019 baseline. A draft data flow and data alignment model must be developed that will enable the development of a GIS based Report.

The PSP will arrange information sessions with the Department to work through the complete GeoDatabase, tables and narrative page requirements. Detailed discussions on data analysis and data processing methods must be clearly defined.

The process and report structure addressed will link the above identified indicators with the following 11 topics:

- I. Demographics
- II. Water and Sanitation Service Levels
- III. Socio-Economic Perspective
- IV. Water and Sanitation Services Infrastructure
- V. Operations and maintenance
- VI. Associated Services
- VII. Water Resources
- VIII. Conservation & Demand Management
- IX. Financial
- X. Institutional Arrangements
- XI. Social & Customer Service Requirements

Data must be captured and evaluated on the following levels:

- I. Settlement level: Each community that can geographically outlined and named in alignment with the census community database of sub-place names as well as linkages to the local source that provides the community with water.
- II. Scheme level: Water and Sanitation. To provide scheme overview of situation
- III. Water and Sanitation Components to provide component index as well as scheme situation summary
  - a) Bulk Pipelines
  - b) Reservoirs
  - c) Pump stations
  - d) Water Treatment Works (WTW)
  - e) Boreholes and surface water sources
  - f) Waste Water Treatment Works (WWTW)

Data must be evaluated for each of the above components in terms of the following:

- I. Incidents
- II. Total Expected Lifespan
- III. Lifespan reached
- IV. Total Cost requirements (Refurbishment & Replacement)

The PSP must ensure that the data format and standards and well as capturing methods are fully understood and adhered to.

The data must be evaluated in detail for correctness. All outstanding information must be obtained from either study, from interactions with the WSA's, from other available sources, including on-site investigations in order to have an updated and accurate 5 year reliable plan report.

#### 4.1.2 Task 2: Confirmation of sanitation services needs

The provision of sanitation to households has been the function of the Department of Human Settlements (DoH) and implemented through WSAs. This function has since been transferred to the Department of Water and Sanitation (DWS) to render support services. It should however be noted that various other Government institutions might also be responsible for sanitation implementation projects, therefore the PSP should include all responsible sectors and stakeholders throughout the process for acquiring the required information.

##### 4.1.2.1 Review the existing sanitation needs categorisation

PSPs need to conduct a review of the existing sanitation categorisation figures and ensure that these figures are based on the newly updated demographics. The existing sanitation fields, (1 – 10) overall category and individual need fields must be aligned with the current need and population figures ensuring that it does not exceed the total HH or population of the settlement.

The Direct Sanitation Backlog figure also needs to be checked to ensure that it describes the actual settlement household and population with a need, irrelevant the type of need as per the definition below:

- I. Direct settlement backlog sanitation households. Total household of settlement with a sanitation need (irrelevant the type of need)
- II. Direct settlement backlog sanitation population. Total population of settlement with a sanitation need (irrelevant the type of need).

##### 4.1.2.2 Backlog Solution Category

Based on the sanitation categories mentioned above, the settlements must now be categorized according to the Sanitation Backlog solution categories that are:

- I. Class 1. No formal infrastructure as per Category
- II. Class 2. Extensions to existing Infrastructure as per Category
- III. Class 3. Functionality problems as per Category
- IV. Class 4. Source problems as per Category

The categorization will allow for each settlement household to be assigned to the correct requirement field and will allow double counting if there is more than one requirement for a specific household.

The following fields need to be updated within the existing Reference Framework Structure and must be populated to allow double counting. PSP's must complete these fields.

- I. Settlement household with no formal infrastructure. Should be the same as sum of needs category 10 and 4
- II. Settlement population with no formal infrastructure. As above.
- III. Settlement Total HH requiring extension to existing Infrastructure. Should be the same as listed in Infrastructure Extension Field "SHH\_IE" with no formal infrastructure.
- IV. Settlement Total Population requiring extension to existing Infrastructure. As above.
- V. Settlement Total HH with access to Infrastructure but no access to sanitation due to functionality problems. Data must be derived from analysis of Total HH listed in Infrastructure Refurbishment Field "SHH\_IR" / Infrastructure Upgrade Needs "SHH\_IU" / Sanitation Households O&M Needs "SHH\_OM" fields.
- VI. Settlement Total population with access to Infrastructure but no access to sanitation due to functionality problems. As above.



- VII. Settlement Total HH with access to Infrastructure but no access to sanitation due to Source problems should be the same as category 5 Total HH listed in Sanitation Households Resource Needs field "SHH\_R".
- VIII. Settlement Total Population with access to Infrastructure but no access to sanitation due to Source problems. As above.

#### 4.1.2.3 Intervention Requirement Programs

Each settlement household to be populated to the correct requirement field and will allow double counting if there is more than one requirement for a specific household.

- I. Intervention requirement Single type settlement (individual settlement with VIP solution)
- II. Intervention requirement New Scheme development (Not part of an existing scheme)
- III. Intervention requirement Existing Scheme refurbishment (Part of an existing scheme)
- IV. Intervention requirement Functionality
- V. Intervention requirement Health and Safety Awareness

The following fields must be updated within the existing RF Structure and must be populated to allow double counting. The PSP must complete these fields. Again, ensure that the direct need fields and need category fields are updated first because the fields below must be derived from them and align.

- I. Intervention requirement Single type settlement households (individual settlement with VIP solution)
- II. Intervention requirement Single type settlement Population (individual settlement with VIP solution)
- III. Intervention requirement New Scheme development households (Not part of an existing scheme)
- IV. Intervention requirement New Scheme development Population (Not part of an existing scheme)
- V. Intervention requirement Existing Scheme refurbishment Households (Part of an existing scheme)
- VI. Intervention requirement Existing Scheme refurbishment Population (Part of an existing scheme)
- VII. Intervention requirement Functionality Households
- VIII. Intervention requirement Functionality Population
- IX. Intervention requirement Health and Safety Awareness households
- X. Intervention requirement Health and Safety Awareness population

#### 4.1.3 Task 3: Confirmation of current and future water and sanitation services projects

The PSP should liaise with all sector role-players. This includes the WSA and Provincial DWS to ensure that all existing projects that have been identified are captured and the information acquired can be easily imported into the DWS Geo-Database format.

It might be required to source additional information from existing business plans, DWS database, STATS-SA, WSAs, Provincial DWS, other Water Services Institutions responsible for water and sanitation services within specific areas, on-site investigations etc.

On final approval of the acquired information by DWS, this information must be loaded to the national Reference Framework GeoDatabase.

#### 4.1.4 Task 4: Development of a Situational Assessment document

The aim of the task is to utilise the updated Information within the DWS Reference Framework to develop a Situational Assessment Document for each WSA. The content of the document should be guided by at least including the following structural processes:

- I. Local Solution - Dry Sanitation
- II. Sanitation Scheme Based Solution
- III. Water Aged Infrastructure
- IV. Water Scheme Based Life Span Reached

V.	Water Component Based Incident Matrix
VI.	Sanitation Aged Infrastructure
VII.	Sanitation Scheme Based Life Span Reached
VIII.	Sanitation Component Based Incident Matrix
IX.	Water Security
X.	Resource Needs (Local Services)
XI.	All Town Strategy Solutions
XII.	Conservation & Demand Management
XIII.	Infrastructure Functionality
XIV.	Water Operation & Maintenance
XV.	Local Solutions O&M
XVI.	Water Scheme Based O&M
XVII.	Sanitation Operation & Maintenance
XVIII.	Local Solutions O&M
XIX.	Sanitation Scheme Based O&M
XX.	Environmental
XXI.	Service Quality - Blue Drop
XXII.	Environmental Impact - Green Drop
XXIII.	Improved Water Governance (Institutional)
XXIV.	Financial
XXV.	Expenditure, CAPEX & Revenue
XXVI.	Cost to Ensure Existing Reliable Services
XXVII.	Existing Needs / Projects Matrix Summary
XXVIII.	Water Summary
XXIX.	Sanitation Summary
XXX.	Backlog Interpretation
XXXI.	Reliability Index Calculation
XXXII.	Water & Sanitation Calculation
XXXIII.	MuSSA Graph
XXXIV.	Water & Sanitation Graphs
XXXV.	Backlog Eradication Solution (Pipeline Of Projects)
XXXVI.	Physical Infrastructure Solutions
XXXVII.	Strategic / Institutional Corrective Actions
XXXVIII.	Year Reliability Service Delivery Monitoring And Evaluation
XXXIX.	Physical Infrastructure Solutions
XL.	Strategic / Institutional Corrective Actions
XLI.	Existing Needs / Projects Matrix Detail per Settlement
XLII.	Water Matrix
XLIII.	Sanitation Matrix
XLIV.	Project Detail

The document of report must be presented to DWS for evaluation and approval in the prescribed format

#### 4.1.5 Task 5: Approval and sign-off of situational assessment document.

The PSP will present the final Situational Assessment document to a Provincial Steering Committee consisting of all relevant role-players including role-players to align the document with the DDM and other Provincial plans. After approval thereof, this document needs to be presented to the WSA for approval by the Municipal Management or Council.

#### 4.1.6 Task 6: Water Services Reliability Calculation

The PSP will be expected to calculate the percentage of reliable service provision within the WSA. This calculation methodology will be provided to the PSP by the National Programme Manager and be electronically performed..

Each task must be approved or signed off before proceeding with the next or following task.

#### 4.2 Development of pipeline of projects

It will be necessary to establish a working group steering committee per WSA. The committee should comprise of the WSA, Provincial Planning and any other relevant sector department including stakeholders. This committee should address the following reliability categories:

- I. Functionality
- II. Water Security
- III. New Infrastructure development
- IV. Governance
- V. Financial Model

The fifth interactive work stream that will be established per WSA is the development of a financial model that will include the integration of all identified "projects", together with all funding streams for an integrated pipeline of projects categorized into the other four work streams as mentioned above.

Attached to this ToR as **Appendix D** is five process flow charts that outlines the developmental approach as well as technical content of each of the five work streams. The PSP should interpret the implementation of the tasks below with these flow charts as a guiding structure.

The PSP must note that their responsibility will be focussed on ensuring that they have established proper structures in place through the development of the steering committee to identify/prioritize/cost and schedule projects that will address the reliability projects for the specific activity stream over a five year period.

#### 4.2.1 Task 7: Establish five working group steering committees

The PSP needs to familiarize themselves with the existing situation as reflected in the Situational Assessment as developed as part of this instruction. All aspects on the five flow charts must be thoroughly understood. The PSP must establish a working group within the WSA to deal with the five reliability categories as prescribed in Par 5.7. The committee should consist of all the relevant role-players of the WSA as well as DWS Provincial Office.

The committee will address and workshop the remaining tasks of this ToR.

#### 4.2.2 Task 8: Project linkage to needs assessment and new project scoping

After comprehensive and investigative working sessions from the working stream, the PSP must confirm all existing initiatives related to all five topics, identify all new activities to address the existing backlog situation and compile a final project list that addresses the needs within the WSA related to each topic.

All projects emanating from the work stream activities should be captured in the document and be easily imported in the project geo-database.

#### 4.2.3 Task 9: Project Prioritization and financial alignment

A structured process must be implemented to prioritize each topic activities together with final costing and responsibility allocations.

#### 4.2.4 Task 10: Work stream implementation programme

All related activity needs must be scheduled into a five year implementation programme that will be submitted to the financial working stream to be included into the final pipeline of projects. This five year implementation programme has to be approved by the Municipal Management or Council of each WSA.

#### 4.2.5 Task 11: Update projects in WSDP website

Each of the identified 'projects' have to be easily populated into the project management schedule within the WSDP of the specific WSA. It must be clearly stated that the PSP is not responsible for

updating the WSDP of the WSA. The PSP has to however familiarize themselves with the content and layout of the WSDP online web system to ensure compliancy of the projects.

#### 4.2.6 Task 12: Document the Pipeline of Projects

Based on the prescribed tables, the document structure must clearly provide a logical process flow that result in a pipeline of projects per intervention requirement category.

The document must address the following structure:

##### 4.2.6.1 OUTPUT 1

- Pipeline of Projects – Functionality
  - Water Operation & Maintenance – Local & Scheme Based Solutions
  - Sanitation Operation & Maintenance – Local & Scheme Based Solutions
  - Water Refurbishment & Recover - Local & Scheme Based Solutions
  - Sanitation Refurbishment & Recover – Local Solutions: Dry Sanitation
  - Sanitation Refurbishment & Recover - Scheme Based Solutions: Wet Sanitation
  - Water Replace Old – Water Scheme Based Life Span Reached
  - Sanitation Replace Old – Sanitation Scheme Based Life Span Reached
  - Asset Management
- Pipeline of Projects – Infrastructure
  - Water Unserved (None) – Local & Scheme Based Solutions
  - Water Under Served
  - Sanitation Unserved (None) – Dry & Wet Sanitation
  - Water Upgrading
  - Sanitation Upgrading
  - Water Regional Bulk Schemes
- Pipeline of Projects – Water Security
  - Blue Drop Status – Service Quality
  - Green Drop Status – Water Services
  - Source Requirements – Resource Needs
  - Revenue Water Programme
  - Non-Revenue Water Programme
  - Source Abstraction Monitoring
  - Water Quality Monitoring
  - Water Losses Programme
  - Illegal Connections
- Pipeline of Projects – Governance
  - Human Resources
  - Financial Management
  - Asset Management
  - Products/Service Quality
  - Water Use Efficiency
  - Corporate Performance

##### 4.2.6.2 OUTPUT 2

- Pipeline of Projects – Financial
  - Revenue & Operation and Maintenance

##### 4.2.6.3 OUTPUT 3

- Pipeline of Projects – Pipeline of Projects
  - Prioritized Reliability Function Projects – Year 1
  - Prioritized Reliability Function Projects – Year 2
  - Prioritized Reliability Function Projects – Year 3

- Prioritized Reliability Function Projects – Year 4
- Prioritized Reliability Function Projects – Year 5

#### **4.2.7 Task 13: Compilation of a final Five Year Reliability Water & Sanitation Services Deliverable Implementation Plan**

The PSP will be expected to combine the Situational Assessment document and the Pipeline of Project document that was separately approved by the Department and Local Government into a final document.

## **5 SUMMARY OF THE OUTPUTS**

### **5.1 Situational Assessments**

Task 1: Obtain data structures from the Department and evaluation and update of information from the existing Situational Assessment structures

Task 2: Confirmation of water and sanitation services needs

Task 3: Confirmation of current and future water and sanitation services projects

Task 4: Development of a Situational Assessment document

Task 5: Approval and sign-off of situational assessment document

Task 6: Water Services Reliability Calculation

Approval by the WSA

Timeframe: 3 months after date of appointment

### **5.2 Pipeline of Projects**

Task 7: Establish five working group steering committees

Task 8: Project linkage to needs assessment and new project scoping

Task 9: Project Prioritization and financial alignment

Task 10: Work stream outcome approvals

Task 11: Update WSDP

Task 12: Development of the Pipeline of Projects document

Task 13: Compilation of a final Five-Year Reliability Water & Sanitation Services Deliverable Implementation Plan

Approval by the WSA

Timeframe: 6 months after date of appointment

## **6 MANAGEMENT STRUCTURE**

Throughout implementation of this project the PSP will report to a Provincial Steering Committee consisting of National and Provincial office, WSAs, other affective Water Services institutions, MISA, etc. that will specifically be established to manage this project. In addition to the Provincial Structures, direct technical involvement and support will be provided by the National Project Manager.

It should be noted that all product deliverables will be presented to the Provincial Steering Committee for approval.

## **7 STRUCTURE/FORMAT OF THE PROPOSALS TO BE SUBMITTED**

The final costing submission should be submitted as a separate document that will only be opened if the PSP have scored above 70% on functionality.

### **7.1 Team capability, qualifications and experience**

A document directly related to the requirements of this ToR that considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge if relevant and proven conceptual abilities (supported by other client references). Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix. A comprehensive company profile specifically focussing on the Provincial footprint of offices and available personnel at Provincial Level.

## 7.2 Experience of key personal

Refers to previous relevant projects and overall track record of the four key personnel as listed below:

- I. Civil Engineering and other related Engineering disciplines in the Water Services environment Personal;
- II. Water Resources evaluation and modelling/Hydrogeologist;
- III. GIS Specialists; and
- IV. Project Management related experience

It should be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.

Listing of client references indicating the following:

- I. A minimum of two (2) contactable references
- II. The services rendered and the duration of the project

The PSP should focus their experience on:

- I. experience in the water and sanitation sector
- II. Water and Sanitation Services development planning experience
- III. engineering and technical water services planning expertise and experience
- IV. experience in working with local government
- V. experience in institutional arrangements
- VI. strategic and developmental planning and project management
- VII. participatory processes to ensure stakeholder involvement
- VIII. integrated development initiatives (both cross sectoral and across different structures)
- IX. thorough understanding of all Water and Sanitation Services policy and legislation
- X. Management and knowledge of ArcGIS 10 as this GIS system is used by the department

## 7.3 Skills Transfer

The PSP must submit a methodology related to the descriptive notes below:

In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water services planning environment. Capacity building is realised through the following:

- I. Hands on practical training including field work of Graduate Trainees in the Department;
- II. Inclusion of DWS officials in all phases of the project;
- III. Develop a capacity building programme with quantifiable measures;
- IV. Relevant software training and training manuals;

## 7.4 Methodology

To enable the Department to evaluate proposals on the methodology section, the PSP must submit an example of a generic Water & Sanitation "mock-up" Master Plan for a Water Service Authority. The prospective PSP can develop this plan from existing information available in the DWS Water Services GeoDatabase that can be supplied by the Department on request.

Each of the sections in the "mock-up" Master Plan report should reflect the structural process and methodology as described in this ToR. A structural process that needs to be followed for the production of the report as well as the envisaged personnel to be involved as part of the reporting must also be included. These structures/processes must be summarised in tabular format as part of the submitted team capacity structure.

Part of the evaluation points for methodology will be based on a comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities. The process mapping should represent the complete understanding of the PSP of the objectives of this ToR. The PSP will also be evaluated on the effectiveness of this process flow chart linking the company's expertise between the flow chart and the Water and Sanitation Services Master Plan document.

## 7.5 Financial

Only PSPs that have scored above 70% during the Functionality evaluation process will be financially evaluated. The costing/financial submission that the PSP will submit must be submitted as a separate document. This final costing should be submitted per task rolled-up to a final cost for both the situational assessment and the pipeline of projects products.

## 8 CRITERIA FOR SELECTION

8.1 While emphasis will be placed on the quality, expertise and experience of the consulting personnel, the evaluation processes will also consider the inclusion of Historically Disadvantaged Individuals.

### 8.2 Evaluation Criteria

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A four phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

#### Phase 1: Prequalification Criteria

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

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

#### Phase 2: Administrative Compliance

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		
4	General Conditions of Contract (GCC)		

### Phase 3: Functional / Technical Evaluation

Functionality Criteria		Points value	Weighting Points Awarded
Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude			25
Past Experience	10 years Past Experience of the company in: <ul style="list-style-type: none"> <li>Water Services Planning related activities/projects</li> <li>Infrastructure and Resource development planning experience</li> <li>Information systems/Geodatabase development</li> </ul>		
	≥10 years on all 3 items	5	
	7 to 9 years on all 3 items	4	
	5 to 6 years on all 3 items	3	
	3-4 years on all 3 items	2	
	2 years on all 3 items	1	
	<1 year on all 3 items	0	
Considers the responsiveness to the Terms of Reference through the level of the submitted master plan document and attention to project management and innovative approaches and ideas			35
Methodology	<ul style="list-style-type: none"> <li>Example of a local (Water Services Authority/DM) Water &amp; Sanitation "mock-up" or original Master Plan</li> <li>Does each of the sections in the Master Plan report reflects the structural process and methodology as described in this ToR</li> <li>The structural process that needs to be followed for the production of the report as well as the envisaged personnel to be involved as part of the reporting must also be included</li> <li>Comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities</li> </ul>		
	All 4 items addressed to a high level of professionalism and completeness	5	
	All 4 items addressed with a medium level of professionalism and completeness	4	
	All 4 items addressed with an expectable standard of professionalism and completeness	3	
	Methodology items only partly addressed	2	
	Methodology items only partly addressed with a low level of completeness	1	
	No items addressed	0	
Team Capacity will be evaluated based on the submitted company profile, personnel structure, company footprint and abbreviated CVs of personnel listed stating years of experience, evidence of similar work carried out previously and in what capacity			30



<b>Team Capability</b>	<ul style="list-style-type: none"> <li>• The study leader should have a relevant experience of at least 10 years;</li> <li>• Team should have a range of experts in various fields:               <ul style="list-style-type: none"> <li>○ Experience in the water and sanitation sector</li> <li>○ Water and Sanitation Services development planning experience</li> <li>○ Engineering and technical water services planning expertise and experience</li> <li>○ Experience in working with local government</li> <li>○ Experience in institutional arrangements</li> <li>○ Strategic and developmental planning and project management</li> <li>○ Participatory processes to ensure stakeholder involvement</li> <li>○ Integrated development initiatives (both cross sectoral and across different structures)</li> <li>○ Thorough understanding of all Water and Sanitation Services policy and legislation</li> <li>○ Management and knowledge of ArcGIS 10 as this GIS system is used by the department</li> </ul> </li> </ul>		
	The team capacity complies to all relevant fields with at least 10 years relevant experience of study leader and rest of the team leaders	5	
	The team capacity complies to all relevant fields with at least 10 years relevant experience of study leader and rest of the team leaders	4	
	The team capacity complies to all relevant fields with at least 8 years relevant experience of study leader and rest of the team leaders	3	
	The team capacity complies to all relevant fields with at least 5 years relevant experience of study leader and rest of the team leaders	2	
	The team capacity complies to all relevant fields with at least 3 years relevant experience of study leader and rest of the team leaders	1	
	The team capacity do not comply to all relevant fields	0	
A skills transfer component with tangible outputs, related to the requirements as specified in par 8 of this ToR, will be used to evaluate			10
<b>Skills Transfer Capacity building and training</b>	<ul style="list-style-type: none"> <li>• Provide clear proposals on Capacity building and training of DWS officials in project management and/or technical aspects to be undertaken as part of this Study.</li> </ul>		
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	
	Training in a workshop format only including climate scenario projections	2	
	Training in a workshop format only excluding climate scenario projections	1	
	No training & capacity building plan provided	0	
<b>Total</b>			<b>100</b>

Proposals submitted that scores above 70% will be used to evaluate Financial Proposals.

#### Phase 4: Price and Preference (B-BBEE Status Level of Contribution)

The 80/20 point system will be used in evaluating all proposals.

##### **Price**

A maximum of 80 points are allocated for price on the following basis:

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

Where:

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

##### **Preference (B-BBEE Status Level of Contribution)**

In terms of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

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

##### **Conditions:**

- I. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- II. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- III. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or copies thereof together with their bids, to substantiate their B-BBEE rating claims and for purposes of verifying the prequalification requirements.
- IV. Bidders are kindly requested to submit only one original document and 1 copy.

## **9 BRIEFING SESSION AND CONTACT PERSONS**

- Due to the COVID restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.

- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website [www.dwa.gov.za](http://www.dwa.gov.za).

Contact Persons	
For Procurement:	For Technical Matters
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