



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### REQUEST FOR BID

**BID NUMBER WP 11384**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE COMPILATION OF THE PRELIMINARY DESIGN REPORT, IMPLEMENTATION READINESS STUDY FOR UPGRADING OF MASILONYANA (WINBURG) WASTE WATER TREATMENT WORKS AND PUMPSTATION IN THE MASILONYANA LOCAL MUNICIPALITY IN THE FREE STATE MUNICIPALITY**

**ISSUE DATE:**

**02 JUNE 2021**

**CLOSING DATE AND TIME**

**02 JULY 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

## **TABLE OF CONTENTS**

1. INVITATION TO BID (SBD1).....	3 - 4
3. PRICING SCHEDULE (SBD 3.3) .....	5 - 6
4. DECLARATION OF INTEREST (SBD 4).....	7-9
5. PREFERENCE POINTS CLAIM FORM (SBD 6.1).....	10-14
6. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT.....	N/A
7. DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD8).....	15-16
8. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9).....	17-19
9. GENERAL CONDITIONS OF CONTRACT... ..	20-32
10. SPECIAL CONDITION OF THE CONTRACT.....	33
11. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS.....	34
12. SPECIFICATIONS, TERMS OF REFERENCE AND EVALUATION CRITERIA....	1-16

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11384	CLOSING DATE:	02 JULY 2021	CLOSING TIME:	11H00
DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE COMPILATION OF THE PRELIMINARY DESIGN REPORT, IMPLEMENTATION READINESS STUDY FOR UPGRADING OF MASILONYANA (WINBURG) WASTE WATER TREATMENT WORKS AND PUMPSTATION IN THE MASILONYANA LOCAL MUNICIPALITY IN THE FREE STATE MUNICIPALITY</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 Gorgin Jaghlassian	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6547	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	jaghlasiang@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  <input type="checkbox"/> Yes <input type="checkbox"/> No		[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  
COMPILATION OF THE PRELIMINARY DESIGN REPORT, IMPLEMENTATION  
READINESS STUDY FOR UPGRADING OF MASILONYANA (WINBURG) WASTE  
WATER TREATMENT WORKS AND PUMPSTATION IN THE MASILONYANA  
LOCAL MUNICIPALITY IN THE FREE STATE MUNICIPALITY**

NAME OF BIDDER: .....PROJECT NO: **WP 11384**

CLOSING TIME: **11:00**

CLOSING DATE: **02 JULY 2021**

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 Gorgin Jaghlassian

Tel: 012 336 6547

E-mail address: [jaghlassiang@dws.gov.za](mailto:jaghlassiang@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 Income Tax Reference Number</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>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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;

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<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>3</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.**

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

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

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

## **2. Application.**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 COMPILATION OF THE PRELIMINARY DESIGN REPORT, IMPLEMENTATION READINESS STUDY FOR UPGRADING OF MASILONYANA (WINBURG) WASTE WATER TREATMENT WORKS AND PUMPSTATION IN THE MASILONYANA LOCAL MUNICIPALITY IN THE FREE STATE MUNICIPALITY**

**WP 11384**

**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:.....



**water & sanitation**

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

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

**TERMS OF REFERENCE: COMPILATION OF THE  
PRELIMINARY DESIGN REPORT, IMPLEMENTATION  
READINESS STUDY FOR UPGRADING OF MASILONYANA  
(WINBURG) WASTE WATER TREATMENT WORKS AND  
PUMPSTATIONS IN THE MASILONYANA LOCAL  
MUNICIPALITY IN THE FREE STATE PROVINCE**

**October 2020**

## TABLE OF CONTENT

1.	BACKGROUND	4
2.	PURPOSE	4
3.	SCOPE OF WORK	4
3.1	TASK 1	
3.2	TASK 2	
3.3	TASK 3	
4.	METHODOLOGY	9
5.	SKILLS TRANSFER	9
6.	MANAGEMENT STRUCTURE	9
7.	REPORTING REQUIREMENTS	9
8.	FINANCIALS	10
9.	BREAKDOWN OF PLANNING PROFESSIONAL FEES PAYABLE PER DELIVERABLE	10
10.	TIME FRAMES	10
11.	RESOURCE SKILLS REQUIREMENTS	11
12.	CRITERIA FOR SELECTION	12
13.	BRIEFING SESSION	17
14.	CONTACT PERSONS	17

## **ABBREVIATIONS**

FS	Feasibility Study
IRS	Implementation Readiness Study
DWS	Department of Water and Sanitation
WSA	Water Services Authority
PSP	Professional Service Provider
TSF:	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
DWS	Department of Water and Sanitation
CoGTA	Cooperative Governance and Traditional Affairs
MISA	Municipal Infrastructure Support Agency
WC/WDM	Water Conservation and Water Demand Management
GIS:	Geographic Information System
DDM:	District Development Model
O&M:	Operations and Maintenance
CAPEX:	Capital Expenditure
HH:	Households
WWTW:	Waste Water Treatment Works
WTW:	Water Treatment Works
MuSSA:	Municipal Services Strategic Assessment
LM:	Local Municipality

## 1. BACKGROUND

The Department of Water and Sanitation (DWS), as the custodian and sector leader in the water industry, has a key role to play in ensuring the effective development and management of Regional Bulk Infrastructure. DWS's role is made more important considering the apparent lack of Regional Institutions in many areas to effectively manage regional bulk water and waste water infrastructure, and the reduced capacity and resources of many of the water services authorities (WSA) to be able to carry out these functions.

The appointment of a Professional Service Provider (PSP) is required to undertake the compilation of the Preliminary Design Report, Implementation Readiness Study to determine the waste water infrastructure needs and recommend the development options for the Upgrading of the Winburg Waste Water Treatment Works and Pump stations situated in the Masilonyana Local Municipality within the Free State Province.

The Masilonyana Local Municipality is experiencing very poor performance challenges regarding the treatment of waste water at its Winburg Waste Water Treatment Works (WWTW). The plant is not fully functional resulting in unsafe discharge to the environment. The municipality believes the poor state in sewer treatment can be attributed to the neglect of operations and maintenance (O & M), overloading that exceeds design capacity, non-existence of visible infrastructure security and sub-standard competence of process controllers. The study area involves the Winburg catchment, which includes the Winburg Commercial Business District (CBD) and Makeleketa.

Winburg is situated next to the N1 corridor that links the Gauteng Province with the Western Cape via Bloemfontein. The N5 national route to Harrismith via Bethlehem starts at Winburg. The locality of Winburg in relation to national routes makes it one of the most accessible towns in the Free State province.

A feasibility study was compiled for the Upgrading of the Winburg WWTW and Pump-stations in a Concept Report dated January 2018 which did recommend certain options of the project:

- a) **OPTION A** is to upgrade/refurbish the existing works by addressing the failures, shortcomings and operational procedural challenges. This will include applying measures to reduce the risk of pump stoppages and thereby spillages at the three pump stations, and furthermore, to introduce measures to protect the residents should pump stoppages occur.
- b) **OPTION B** is to decommission the existing works and the three pump stations and to move it out of the current built up area to a location where total gravity feed is possible. In order to reduce the risk of the malfunctioning works, it is proposed that an Inlet Works followed by Anaerobic Ponds and Facultative Ponds be provided, followed finally by disinfection of the final effluent. Sludge wastage and handling facilities will finally be introduced.

## 2. PURPOSE

This Terms of Reference (ToR) relates to the appointment of a PSP to develop infrastructure planning studies and produce related documents for the Upgrading of Winburg WWTW and Pump stations in the Masilonyana Local Municipality.

The appointed PSP must investigate all previous and existing services development initiatives in the prescribed area and use this knowledge as an input baseline for the development of the planning phase studies. This appointment will only be for the planning phases of the project and does not include implementation process.

### **3. SCOPE OF WORK**

All activities and tasks prescribed in this ToR will be guided by the principles and criteria as stipulated by the Department as described in the tasks below:

#### **3.1 Task 1: Compile Feasibility Study Report**

The purpose of this feasibility study report is among others the analysis of existing infrastructure, identification of various options, outline of design/planning criteria, and feasibility of various options. This report also details all the necessary approval requirements regarding financial, institutional, social, economic, environmental and viability criteria. The feasibility report will be used as an input document to the preliminary design report and implementation readiness study report.

The following is the outline of the Feasibility Study Report:

##### **3.1.1 Executive Summary.**

##### **3.1.2 Introduction**

- Project Name
- Project Background
- Project Location and Footprint
- Physical Characteristics of Study Area
- Project Objectives
- Compliance to regional strategy
- Is the project included in the Water Services Development Plan
- In line with the All Town Study Strategy.

##### **3.1.3 Demographics**

- Communities/ villages to be served
- Total number of households & people to be served
- Household and per Capita Income
- Number of poor households to be served
- Number of urban households & people to be served
- Number of rural households and people to be served.

##### **3.1.4 Water Supply Service Level Profile**

- Water demand norms and calculations
- Existing and Future Water Demand Analysis
- Household service levels per community & suburb
- Domestic water use (Ml/d per community / suburb
- Free basic water provision
- Education facilities served (& service levels)
- Health facilities served (& service levels)
- Business profile served (& service levels)
- Social sector water uses (Ml/day).

##### **3.1.5 Water Use Efficiency**

- Groundwater Protection in place (Groundwater protocol)
- Compliance to water demand / water conservation objectives (acceptable water losses and appropriate plans to reduce / control water demand)
- Water conservation and demand performance by institution
- Water conservation and demand strategy/ plan in place.

##### **3.1.6 Resource Balance / availability**

- Consideration of Water Resource options
- Water resource yield & reliability acceptability

- Water reallocation
- Water quality acceptability
- Water scarcity
- Re-use of water
- Appropriate water resource choice & adequate water allocation (confirmed / approved by DWS WRM regarding the choice, water license - volume, assurance & quality).

### 3.1.7 Infrastructure Requirements

- Is this project part of the Master Plan proposal?
- Existing infrastructure capacity and condition assessed
- Infrastructure needs acceptable (refurbishment, upgrade, new)
- Technology options/ compatibility
- Alternative delivery mechanisms
- Planning norms and design parameters
- Optimal choice of bulk distribution networks (pipeline routes, pump stations and bulk storage) considering full life-cycle cost (capital, financing, operating & maintenance cost)
- Proof of best suited technology (pro's and con's per option)
- Appropriateness and acceptability of solution
- Life-expectancy acceptable
- O&M requirements and cost acceptable.

### 3.1.8 Costing Scenarios

- Detailed cost estimates and time frames for implementation
- Costing per technology options
- Costing per alternative options
- Calculation of social component/ co-funding
- Capital cost acceptable (R/hh)
- Financial analysis of cost and income projections (cash flows)
- Financial viability and expected return on investment over expected useful life.

### 3.1.9 Institutional Perspective

- Stakeholders affected (Municipalities, Water Boards, Water User Associations, Downstream users)
- Which institution will be the owner?
- Institution Financial -, Technical -, Water Resources and Environment Management capacity
- Institutional capacity ratings (Municipal Demarcation Board, CoGTA, National Treasury)
- Financial status, performance and creditworthiness of municipality and implementing agents
- Proof of implementation capacity (e.g. capital expenditure over last 3 years)
- History on past implementation quality & performance (e.g. functionality audits)
- Existing service agreements
- Cost recovery system (including policy on free basic water and non-payment).

### 3.1.10 Social Perspective

- Have all stakeholders been identified and consulted?
- Community structure & leadership role
- Community population & growth rate
- Level of education & skills profile
- Income profile / affordability
- Proposed water or sanitation tariffs (R per kilolitre, per volume block, per user)
- Affordability of proposed water and sanitation tariffs (by user category)
- Number of jobs to be created (temporary and permanent, by gender & age category)



- Contribution towards poverty eradication, social upliftment and health improvement
- Training, Facilitation and Capacity Building Scope of Work
- Number of associated services benefiting (e.g. schools, clinics, communal facilities)

#### 3.1.11 Economic Perspective Affordability

- Have economic sectors been consulted?
- Have water requirements of sectors been assessed?
- Has economic contribution been assessed?
- Number of current businesses and industries to be served (by type and water use category e.g. Industries, mines, agricultural, economic sector (M/d))
- Expected economic value to be generated by the new businesses (%GDP before & after) as a result of the project
- Number of SMME's and BEE enterprises to benefit (by percentage benefit, type & monetary value) during project and as an indirect result of the project
- Regional economic benefit from the proposed water users and their value chain integrated development objectives (socio-economic benefits, provincial growth & development objectives, IDPs and associated sector programmes like housing).

#### 3.1.12 Environmental related impacts

- Has environmental reserve been determined?
- Has biodiversity been determined?
- Has visual & tourism impact been assessed?
- Has social & cultural impact been determined?
- Viability Scenarios
- Legal compliance
- Sustainability (can continue over longer term)
- Feasible (practical/ implementable)
- Acceptable
- Maintainable
- Upgradeable
- Affordable
- Risk assessment
- Potential deviation plan
- Compile draft report and receive inputs from stakeholders
- Finalise report and obtain final approvals

### 3.2 Task 2: Compile Preliminary Design Report (PDR)

Once the most feasible RBIG project option has been selected, it may be necessary to undertake further investigations and carry out a preliminary design.

The envisaged objectives and requirements for the Preliminary Design Report are as described below.

#### 3.1.1 Executive Summary

#### 3.1.2 Introduction

- Project Name
- Project Background
- Project Location and Footprint
- Physical Characteristics of Study Area
- Project Objectives

#### 3.1.3 Design Criteria's and investigations

- Existing Infrastructure

- Service Levels (Volumetric)
- Demand Analysis
- Calculation of Water Demand
- Design Philosophy (Reservoirs, Pipelines, Pump stations, Water Treatment Works, Waste Water Treatment Works, etc)
- Water Balance
- Additional Water Sources
- Water Quality
- Land Survey
- Geological Investigations (Geotechnical)
- Topographic Survey
- Surge and Water Hammer Analysis
- Engineering Viability: Options Analysis and Cost Estimate
- Detailed cost estimates and time frames for implementation

#### 3.1.4 O&M / asset management plans

- O & M and Assets Management Plans: (Operational Procedures, Operator Duties, O & M Budget Required, Human Resources Required, Assessment of Existing Human Resources of Benefiting Institution, Water Management Plan Associated with Project, Strategy to Minimize Performance Failures of Proposed Project, Strategy on How to Optimize the Proposed Infrastructure)

#### 3.1.5 Water Conservation/ Demand Management Plans

- Water Conservation and Demand Management strategy and implementation plan
- Leakage and Wastage Reduction
- Consumer Water Use Reduction
- Rain Water Harvesting Options
- Zoning and Pressure Regulation
- Customer Services and Complaints System

#### 3.1.6 Resource Availability (Technical and Legal)

- Has a water license with adequate allocation for all uses been approved
- Have all land and property rights issues been addressed (land acquisition & servitudes)
- Land owner consent
- Rural Land Tenure System and Land Ownership
- Pertinent Legislation (General, Administrative, Environmental, Land Tenure, Water Related)

#### 3.1.7 Environmental Impacts Approvals

- Has Environmental Impact Assessment developed and submitted?
- Has the EIA been approved and Record of Decision received?
- Is an environmental management plan in place?
- Way Leave applications (SANRAL, ESKOM, TELKOM)
- Mining permits (borrow pits)

#### 3.1.8 Finalise report and obtain final approval

### 3.2 Task 3: Compile Implementation Readiness Study (IRS)

Projects must be **"implementation ready"**. This implies that comprehensive planning must be undertaken to prove socio-economic benefit, financial viability, sustainability, technical acceptability as well as institutional arrangements, including ownership and transfer of assets, institutional responsibilities, funding arrangements, agreement and commitments for both implementation and sustainable operation. The funding for implementation of any project may only commence once DWS has indicated in writing that they are satisfied that the project is implementation ready.

This is a report detailing all the necessary approval requirements regarding management and institutional processes, financial modelling and O&M commitments, service level agreements. For the recommended option in the Implementation Readiness Study Report, the following should be addressed where applicable

### 3.2.1 Management and Institutional Processes

- Organisations and leadership profiles
- Are adequate skills and staff available?
- Agreements on infrastructure ownership
- Agreement on implementation responsibility
- Cooperation agreements between key stakeholders
- Commitments for above by institutional leadership (e.g. municipal mayor and council, Water Board CEO)
- Have alternative institutional arrangements been assessed?
- Community Structures (Population, population growth, labour market, education, household dynamics, household services)
- Income level and sources of income
- Community Involvement (Participation process and strategy)
- Is ISD consultant in place?
- Status and proficiency of the Selected Water Services Provider (WSP)

### 3.2.2 Financial Modelling/ O&M Commitments

- Available funding (Grant, loan, revenue & investment, Water Board, PPP)
- Available co-funding
- Water services affordable to all users
- Are revenues ring fenced
- Is % cost recovery acceptable
- Is cross-subsidization applied
- Is life-cycle costing applied
- Is scheme financially viable

### 3.2.3 Commitment of Financial management requirements

- Management of financial information (per type, date, description, reason):
- Cost elements (operating, maintenance, refurbishment and upgrading costs)
- Revenue streams (water sales, rates and taxes, other)
- Prepare appropriate budgets to ensure sustainable services
- Maintain effective billing and cost recovery systems

### 3.3.4 Commitment and Implementation of Operation & Maintenance Plan:

- Agreement on operating responsibilities
- Legal & regulatory requirements
- Management (political & functional) requirements
- Operation requirements (operate infrastructure in accordance with operating manuals, etc)
- Maintenance requirements (undertake the necessary preventative maintenance tasks, etc)

### 3.3.5 Service Level Agreements

- Ownership Agreement in place
- Implementing Agent Agreement in place
- Financing Agreement in place
- O & M Agreement in place (Water Services Provider)
- Water Allocation (WAR) in place
- Water Conservation and Demand Management (WCDM) in place
- Asset Management Plan (AMP) in place
- Is project included in the WSDP?

3.3.6 Compile draft report and receive inputs from stakeholders

3.3.7 Finalise report and obtain final approval

#### **4. METHODOLOGY**

The project planning process is effectively divided into three stages. After each stage is completed a review process will take place before the following stage can continue. It must be emphasized that DWS retains the prerogative to suspend or approve any of the studies to proceed after consideration of any of the planning stages. The scope of work for this project includes the development of the Feasibility Study, Preliminary Design Report, and Implementation Readiness Study. There will be no project implementation without the approved IRS.

#### **5. SKILLS TRANSFER**

The prospective bidders 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 and / or graduate trainees assigned by the Department to the project to obtain relevant training towards their professional Registration. Capacity building is realised through the following:

- Mentorship programme:
- Hands on practical training including field work
- Geographic Information System (GIS); Feasibility studies, Preliminary Designs; Resource availability and water balance determination.
- Develop a capacity building programme with quantifiable measures;
- Relevant software training and training manuals;

#### **6. MANAGEMENT STRUCTURE**

- 6.1 The PSP will work strictly under the guidance of the National Programme Manager, Mr G Jaghlassian and the Provincial planning directorate
- 6.2 The project will effectively be implemented through the Provincial DWS office and managed by the Provincial Planning Directorate. All meetings, introduction sessions and progress report back sessions will be chaired by the Provincial DWS representative and all documentation related to this study should be routed through the DWS Provincial Office.
- 6.3 The National DWS will consider all recommendations by the Provincial DWS and make final recommendations for approval of the planning documents.
- 6.4 All evaluation processes and appointment of PSPs will be carried out in accordance with the procurement processes of the department.

#### **7. REPORTING REQUIREMENTS**

- 7.1 Proper reporting structures will be put in place to ensure that the PSPs reports on progress throughout the implementation of any specific stage of the project.
- 7.2 PSP will complete monthly progress reporting documentation as specified. These monthly progress reports must be submitted with each payment certificate.

## 8. FINANCIALS

The PSP must note that although the final costing of this ToR will be a lump sum, all work claimed under this ToR will be on deliverables/outputs related to each task and not lump sum claim.

Total amount claimed under this ToR cannot exceed the total tendered amount for this ToR. The PSP must note that the Department cannot necessarily commit itself to the allocation of the total lump sum quoted in this ToR. All financial expenditures on this ToR will be based on a specific Order Number.

## 9. BREAKDOWN OF PLANNING PROFESSIONAL FEES PAYABLE PER DELIVERABLE

Planning Professional fees payable per deliverable will be informed by the Engineering Council of South Africa's (ECSA) "Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, No. 46 of 2000," of 2016. The Professional Fees allocated for the development of all required Planning Documents will be broken down as reflected in the table below:

	Details	% of Professional Fees
<b>Deliverable(s) ) Outputs</b>	Stage 1: Compile Feasibility Study Report	30%
	Stage 2: Compile Preliminary Design Report	30%
	Stage 3: Compile Implementation Readiness Study	40%
<b>Total</b>	Professional Fees payable for the Development of all Planning Documents	100%

## 10 TIME FRAMES

Below table provides the predicted time for each task however the bidder should reflect the planned completion time to complete all tasks

	Details	Date
<b>Deliverable(s) Outputs</b>	Task 1: Compile Feasibility Study Report	<b>From date of appointment</b>
	Task 2: Compile Preliminary Design Report	<b>:</b>
	Task 3: Compile Implementation Readiness Study	4 Months
	Task 4: Compile Project Business Plan and WSDP	8 Months
	Final approval	10 Months
		11 Months
<b>Timeframe:</b>	From date of appointment for 12 Months	12 Months

## 11. RESOURCE SKILL REQUIREMENTS

The support team appointed to execute this ToR should have a comprehensive knowledge base of water services infrastructure planning. Technical knowledge of water and waste water infrastructure and related environment, legal and land matters.

## 11.1 Experience and Expertise required

The following experience and expertise is required for this consulting assignment:

- Experience in the water and sanitation sector
- Water and Sanitation Services development planning experience
- Engineering and technical water services planning expertise and experience
- Experience In working with local government
- Experience In institutional arrangements
- Strategic And developmental planning and project management
- Participatory processes to ensure stakeholder involvement
- Integrated development initiatives (both cross sectoral and across different structures)
- Thorough understanding of all Water and Sanitation Services policy and legislation
- Management and knowledge of ArcGIS 10 as this GIS system is used by the department

Order of Magnitude Resources:	Resource Skill	Name	Rate/Day VAT Excl	Days Allocated on PEP	Total Time Cost
Total VAT Excl				R	

## 12. CRITERIA FOR SELECTION

- The evaluation processes will also consider the inclusion of Historically Disadvantaged Individuals.
- 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

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

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
<b>Past Experience</b>	10 years <b>Past Experience of the company in:</b>		
	• Water Services Planning related activities/projects		
	• Infrastructure and Resource development planning experience		
	• Information systems/Geodatabase development		
	≥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
<b>Methodology</b>	• Example of a local (Water Services Authority/DM) Water & Sanitation "mock-up" or original Master Plan		
	• Does each of the sections in the Master Plan report reflects the structural process and methodology as described in this ToR		
	• 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		
	• Comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities		
	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>

#### **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 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.
- III. 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.
- IV. Bidders are kindly requested to submit only one original document and 1 copy.

**13. BRIEFING SESSION**

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

**14. CONTACT PERSONS**

Contact Persons	
For Procurement:	For Technical Matters
Mr P. Mabasa Tell: 012 336 7578 Cell: 063 251 9486  Email: MabasaP@dws.gov.za Address: Private Bag X 313 PRETORIA 0001	Mr Gorgin Jaghlassian or Mrs Gerda Venter Tel: 012 336 6547 or 051 405 9112  <a href="mailto:jaghlassiang@dws.gov.za">jaghlassiang@dws.gov.za</a> <a href="mailto:VenterG@dws.gov.za">VenterG@dws.gov.za</a> Address: Private Bag X 313 PRETORIA 0001