



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

BID NUMBER WP 11396

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE NATIONAL
SANITATION INTEGRATED PLAN**

ISSUE DATE:

30 JULY 2021

CLOSING DATE AND TIME

31 AUGUST 2021 at 11H00

SUBMIT TENDER DOCUMENT

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

OR

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

Compulsory briefing session
N/A

TENDERER: (Company address and stamp)

COMILED BY: MAPITSE WINNIE DOLAMO
DEPARTMENT OF WATER AND SANITATION

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11396	CLOSING DATE:	31 AUGUST 2021	CLOSING TIME:	11H00
APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE NATIONAL SANITATION INTEGRATED PLAN					
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Ms Iris Mathye	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6556	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	mathyei@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO DEVELOP THE NATIONAL
SANITATION INTEGRATED PLAN**

NAME OF BIDDER:	PROJECT NO: WP 11396
CLOSING TIME: 11:00	CLOSING DATE: 31 August 2021

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

ITEM DESCRIPTION	BID PRICE IN RSA CURRENCY	NO (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 6556

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

DECLARATION OF INTEREST

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

the legal person on whose

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

¹"State" means –

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

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

- 2.7 Are you or any person connected with the bidder 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?
2.9.1 If so, furnish particulars.

YES / NO

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.

YES/NO

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

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

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

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

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

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

port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

Js GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.

- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dws.gov.za
- 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 TO DEVELOP THE NATIONAL SANITATION INTEGRATED PLAN

WP 11396

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		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

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

Name:.....

Position:.....

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE:

DEVELOPMENT OF NATIONAL SANITATION INTEGRATED PLAN

**Branch: Water Services Management
Chief Directorate: Sanitation Services Support**

**Department of Water and Sanitation
Private Bag X313
Pretoria
0001**

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LIST OF ABBREVIATIONS

COGTA:	Department of Cooperative Governance and Traditional Affairs
CSIR:	Council for Scientific and Industrial Research
DWS:	Department of Water and Sanitation
MTSF:	Medium Term Strategic Framework
NDP:	National Development Plan
NSIP:	National Sanitation Integrated Plan
NWRS:	National Water Resource Strategy
NWSMP:	National Water and Sanitation Master Plan
PSP:	Professional Service Provider
SALGA:	South African Local Government Association
STATS SA:	Statistics South Africa
SDG:	Sustainable Development Goals
WSA:	Water Services Authority
WSP:	Water Services Provider
WRC:	Water Research Commission

1. PURPOSE

The purpose of this project is to develop a National Sanitation Integrated Plan (NSIP) and its monitoring mechanism that will guide the sector in the implementation and monitoring of sanitation services. It will provide a 10 year roadmap for eradicating open defecation, ensuring access to adequate sanitation services per province and national, providing innovative solutions, and creating a pathway to generate economic opportunities.

2. BACKGROUND AND THE RATIONAL OF THE PROJECT

The Constitution of the Republic of South Africa (Act 108 of 1996) provides the right of all people in South Africa to dignity and access to an environment that is not harmful to health and well-being, and is sustainable and protected from pollution and degradation through legislative measures. Access to adequate sanitation services is important to achieve goals of improved health, safety, environmental standards and dignity for all South Africans. The Water Services Act (Act 108 of 1997) section 3 (1) provides for a basic right of access to basic water supply and basic sanitation to everyone.

The Department of Water and Sanitation (DWS) as a sector leader, has been in the forefront of reviewing the White Paper on Basic Household Sanitation, 2001 which resulted into National Sanitation Policy, 2016. The National Sanitation Policy, 2016 provides a suite of procedures, rules and allocation mechanism for sanitation in the country which are implemented through the policy instruments of laws and regulations, economic measures; information and educational programmes and assignment of rights and responsibilities for providing services.

The implementation of sanitation policies has been guided by a Strategic Framework for Water Services, 2003 which advanced in addressing sanitation services delivery essentials for 10 years. The National Sanitation Policy had to incorporate some new sanitation policy positions from a forward thinking of the 10 year plan Strategic Framework for Water Services,. After the endorsement of National Sanitation Policy, it became necessary to develop a National Sanitation Integrated Plan that responds to the reviewed policy positions and new developments in sanitation locally and internationally. Furthermore, the National Water and Sanitation Master Plan calls for actions for the Department and sector partners to develop a turn around long term plan of sanitation services in the country.

In 2014 the South African Human Rights Commission launched a report entitled *The Right to Access Sufficient Water and Decent Sanitation in South Africa*, based on the Commission's mandate to fulfil human's rights. The report was based on lengthy study and data collection process, which included engagement with the Department of Planning, Monitoring and Evaluation regarding sanitation backlogs in the country. Provincial hearings were conducted on the right to decent sanitation with disadvantaged communities in all provinces and meeting with key state departments.

The commission provided recommendations to the Department to address most challenges experiences in ensuring access to sufficient water and decent sanitation. The development of National Sanitation Integrated Plan will contribute to the provision of progress regarding the implementation of sanitation services in the country.

The National Sanitation Integrated Plan will provide the sanitation sector with the roadmap to implement sanitation policies addressing sanitation service delivery in the country. The National Sanitation Integrated Plan will be developed together with monitoring tool that will monitor the implementation of sanitation plan to achieve sustainable sanitation for all paying special attention to the needs of vulnerable people.

In South Africa 83% of households have access to basic sanitation (STATSSA, 2019). DWS (2017) states that approximately 56% of 1 150 municipal wastewater works are in a poor or critical condition and in urgent need of rehabilitation, 11% of sanitation infrastructure is completely dysfunctional. South Africa is a water scarce country and some parts of the country have experienced drought. It has become clear that the provision of waterborne sanitation connected to the sewer network in its current form is no longer a sustainable sanitation solution due to climate change. There is an urgent need to reduce water demand by improving efficiency and adopting new technologies that use less water or no water.

South Africa as a member state to United Nations has committed and signed the Sustainable Development Goals (SDGs) of which one of its targets 6.2 which says “By 2030, achieve access to adequate and equitable sanitation and hygiene for all and end open defecation, paying special attention to the needs of women and girls and those in vulnerable situations”. The SDG target for sanitation coincided with the South African National Development Plan which also sets a sanitation target for provision of improved sanitation for all by 2030. The National Sanitation Integrated Plan will create an enabling environment and provide strategic direction and roadmap to ensure that the set developmental targets are achieved.

There is a need to develop indicators for non-sewered sanitation to ensure regulatory oversight across the entire sanitation service value chain. Currently sanitation regulation is focussed more on indicators of sewerage sanitation.

Sanitation has an economic value; therefore, the National Sanitation Integrated Plan will explore an approach of expanding sanitation economic opportunities for the entire sanitation service value chain. There will be a consideration of renewable resource flows, data availability and information that could transform future settlements, communities, and businesses. The sanitation sector is positioning itself for transformation to consider smart sanitation solutions. This approach requires government to scale up sanitation efforts and work in collaboration with both public and private sector paving a clear plan of building sanitation economy.

South African government has invested on infrastructure to ensure that there is access to improved sanitation. The challenges experienced in the sector include poor maintenance of infrastructure which results in people reverting to unimproved sanitation and open defecation. It is about time that there is a major shift in infrastructure asset management to increase the infrastructure lifespan. Funding models that pay special attention on operation and maintenance of sanitation infrastructure in the entire sanitation value chain will be explored.

3. PROJECT OBJECTIVES

The objectives of this project are as follows:

- 3.1. To develop a National Sanitation Integrated Plan that will guide the sector on implementation of sanitation policies in the country.
- 3.2. To provide enhancement towards the national sanitation strategic direction for the sector that would assist the country to meet the National Development Plan and Sustainable Development Goal 6.2 targets taking into consideration the impact of climate change.
- 3.3. The National Sanitation Integrated Plan will set targets for short, medium and long term per province to inform national targets
- 3.4. To review the sanitation delivery model including hygiene behaviour change and operation and maintenance model
- 3.5. To develop a plan to stimulate the sanitation economy and uptake of innovative technologies
- 3.6. Develop non-sewered sanitation regulatory framework
- 3.7. To provide innovative solutions to the emerging open defecation in cities caused by homeless people
- 3.8. To develop a monitoring tool that will measure the performance of all role players in achieving the set targets in National Sanitation Integrated Plan.

4. PROJECT SCOPE

- 4.1 Prepare comprehensive literature review on sustainable sanitation planning and emerging issues internationally and locally.
- 4.2 Update nine provincial sanitation situational analysis reports and recommend the sanitation planning theories to be undertaken in South African context.
- 4.3 Develop a high-level sanitation strategy to provide the national strategic direction for the sector.
- 4.4 Review the current sanitation delivery model to assist South Africa to meet the Sustainable Development Goal 6.2 target as well as operation and maintenance models.
- 4.5 Develop a roadmap for uptake of sustainable and innovative sanitation technologies that minimises the use of natural resources in various settlement types, including smart cities.
- 4.6 Develop a roadmap to stimulate sanitation economic opportunities.
- 4.7 Develop a regulatory framework for non-sewered sanitation service to achieve safely managed sanitation services.
- 4.8 Prepare options to deal with emerging open defecation in the cities caused by homeless people.
- 4.9 Gather information from experts in the sector through a reference group to ensure credible NSIP.
- 4.10 Develop stakeholder analysis and a roadmap to engage relevant internal and external stakeholders within the sector to ensure participation in the development of the National Sanitation Integrated Plan and Monitoring tool.
- 4.11 Develop a NSIP with clear targets per province, public institutions, and public places. The PSP is expected to travel to 9 provinces to engage with provincial stakeholders and gather necessary information for the development of provincial targets and provincial commitments.
- 4.12 Develop a monitoring tool and a monitoring guide which assist in measuring the performance in implementing NSIP.
- 4.13 The project will involve skills development to DWS officials in all stages of the project.

5. PROJECT DELIVERABLES

The selected PSP will complete the following deliverables within the contract period:

Item	Deliverables	Description	Role Player
5.1	Project Schedule	To determine the milestones and timeframes for project execution.	DWS & PSP
5.2	Project Inception Report	An Inception Report describes the scope of the project, goals to be achieved, potential interventions, understanding of stakeholders and consultation, roles, and responsibilities of the project team.	
5.3	Literature Review Report	A comprehensive literature review on existing sanitation strategies, policies, and legislation in South Africa. A comprehensive literature review on sanitation planning theories and best practice sanitation plans for developing and developed countries and suggest an applicable local plan covering among others social and economic benefits.	PSP
5.4	Updated and Develop Sanitation 9 Provincial Situational Analysis Reports	A report that reflects on the current sanitation status quo including perceived successes and challenges in delivering sanitation per province and nationally. The status quo should	DWS: Provide access to information management system draft provincial and

		<p>include verified reasons for localised lack of delivery, reasons for failure of infrastructure that is delivered, and the historic performance of the water services authorities (WSAs) to deliver on their mandate. Then prepare realistic recommendations and the sanitation planning improvement targets per settlement type. A PSP is expected to travel to 9 provinces to confirm the sanitation status quo with provincial stakeholders such as DWS, COGTA counterparts, SALGA, Department of Education, Department of Human Settlements, Water boards and WSAs.</p> <p>The service provider should incorporate sanitation masterplans available in WSAs across provinces where applicable.</p>	<p>national situationa analysis reports</p> <p>PSP: Analysis</p>
5.5	High level sanitation strategy	<p>The high-level strategy will provide national and provincial strategic direction for the sector and priorities for the next 10 years taking cognisance of the challenges identified in the situational analysis and the high level strategy in the literature study.</p> <p>The strategy needs to include funding strategies and how to include private sector participation.</p>	PSP
5.6	Stakeholder identification and analysis Report	Identify provincial and national stakeholders: state key stakeholders, critical stakeholders their responsibilities and role in the project. Strategies around stakeholder participation should be considered.	DWS
5.7	Options to address open defecation in cities.	Provide proposals and options to address open defecation in the cities caused by homeless people.	PSP
5.8	Reviewed Sanitation delivery model per settlement type	Analysis of the current delivery model and areas of improvement to meet the NDP and SDG 6.2 targets. The reviewed delivery model will include among others hygiene and user education to promote behavioural change, the value of paying a fair tariff for proper sanitation, as well as the need for a sustainable operation and maintenance model.	PSP
5.9	A roadmap for uptake of appropriate and innovative sanitation technologies	Establish guiding principles that feed into appropriate and innovative sanitation technologies uptake (including lifecycle costing) and recommend how implementation can be scaled up, including recommendations on procurement (output-based procurement) taking cognisance of legislation.	PSP

5.10	A roadmap to stimulate sanitation economic opportunities	Develop a roadmap that facilitates collaboration of public and private sector to stimulate sanitation economic opportunities, including case studies of local and international successes and failures.	PSP
5.11	Regulatory framework for non-sewered sanitation service	Develop a regulatory framework in consultation with DWS and other relevant Departments and institutions for non-sewered sanitation across the entire sanitation service value chain. These should include indicators such as minimum quality standards and a monitoring and evaluation programme.	PSP
5.12	Draft National Sanitation Integrated Plan	Draft a National Sanitation Integrated Plan with set targets for National and per province over short, medium and long term. The plan should include all sectors and consider among others climate resilient measures. The vision of a plan, objectives and targets must be aligned to National Water and Sanitation Master Plan, NDP, Medium Term Strategic Framework and SDGs. It should also make proposals on how to communicate the targets and achievements to all stakeholders.	PSP
5.13	Draft a Monitoring Framework and a guide	Draft a framework for a digital Monitoring and a guide that will measure progress in the implementation of National Sanitation Integrated Plan, taking cognisance of the existing monitoring data collected by DWS and any other relevant institution such as COGTA and Water boards. A Monitoring Framework and a guide will be part of consultation when discussing National Sanitation Implementation Plan.	PSP
5.14	Comment register updating issues and responses until achievement of the final: <ul style="list-style-type: none"> • NSIP • Monitoring Framework • Monitoring Guide 	A comment register completed and updated after consultation with stakeholders in 9 provinces and national workshops. The comment register will ensure incorporation of comments until final approval of National Sanitation Integrated Plan and a Monitoring Framework with its guide.	DWS: Develop comment register PSP: Provide content
5.15	Stakeholder Consultation Report	Key stakeholders consultation on the draft National Sanitation Integrated plan and Monitoring Framework. The consultation report will include among others all the engagements with identified reference group and key stakeholders, and the updated comments register.	DWS & PSP: Coordination of meetings with internal and external stakeholders. PSP: Provide content information and logistics where applicable

5.16	Skills Development Plan for DWS project team and provide progress report	The plan should have tangible outputs including a monitoring and evaluation plan to map its effectiveness.	PSP
5.17	Final National Sanitation Integrated Plan Final Monitoring Framework Final Monitoring Guide	National Sanitation Integrated Plan with set targets per province over short, medium and long term endorsed by stakeholders and DWS. Endorsed Monitoring Framework will measure the performance of the provinces, sectors and encompass Geo referenced sanitation data where necessary. The monitoring framework should be compatible with DWS and other sector monitoring systems. Endorsed Monitoring Guide will provide guidance on the usage of monitoring framework.	PSP DWS
5.19	Peer review report	The final National Sanitation Integrated Plan documents will be subjected to independent peer review. The PSP should include the budget for peer review as part of the overall project cost.	DWS
5.20	Project Management	Progress meetings and monthly reports	DWS & PSP

6. METHODOLOGY

The PSP is required to propose a detailed methodology on how to undertake the assignment. A detailed project plan and costs per deliverable will also be required.

7. DURATION

The project is expected to be implemented over a period of 36 months. The date for signing the contract with the Professional Service Provider will mark the commencement date of the project.

8. PROJECT MANAGEMENT

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Project Manager. The PSP shall designate a Contract Manager who will provide a single point of contact for management and coordination of the PSP's work. All work performed pursuant to this contract shall be coordinated between the two project managers. The Chief Directorate: Sanitation Services Support will establish the project steering committee to support the management and monitor the project including the administrative and contractual matters. Progress reporting by the PSP and schedules for the project steering committee meetings on each of the above listed deliverables will be determined by the Project Manager.

The appointed PSP will be required to submit monthly and quarterly progress reports. Progress reports should be aligned to the approved implementation plan for this assignment. Upon completion of the project the PSP will be required to submit a close out report alluding to achievements, challenges and proposals for improvement of on-going implementation and future similar initiatives.

Payment will be based on deliverables instead of time based. All reports should be submitted to the Department in both hard and soft copies. No payment will be made where there is outstanding work not completed by the Service Provider as per the outlined deliverables.

The final proposal must include disbursements the Department is paying per deliverable.

9. REQUIRED EXPERTISE

The project team should have vast knowledge of the water services sector throughout the value chain. Have a good understanding of the sanitation sector and municipal legislative framework. Demonstrate knowledge and experience in development of policies, strategies research, monitoring and evaluation, community development, socio-economic issues within the country and worldwide, project management of water and sanitation infrastructure, asset management, water resources and governance issues. The team should consist of amongst others, researchers, institutional and social experts, water resources experts, economists, environmentalists and engineers.

10. SKILLS DEVELOPMENT

The Department's policy requires that the use of Professional Service Providers must benefit the human resource within the department itself. The PSP will therefore be expected to work in close co-operation with the Project Manager and other DWS officials as part of the skills development. Further to this, the consultant must in the proposal indicate how skills development will be undertaken.

11. OWNERSHIP AND CONFIDENTIALITY

The DWS will become the owner of all documentation and the deliverables produced within the context of this assignment. All the information should be treated with confidentiality and may not be communicated or made available to any person outside DWS and may not be published, either during the duration of the Agreement or thereafter, without the prior consent of DWS.

12. EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2011, 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: Pre-Qualification Criteria

Phase 2: Administrative compliance

Phase 3: Functional / Technical Evaluation

Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System)

PHASE 1: PRE-QUALIFICATION CRITERIA

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

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

PHASE 2: ADMINISTRATIVE COMPLIANCE

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 AND TECHNICAL COMPLIANCE

The bidder is expected to achieve a minimum required score of 65% for functionality in order to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified. The Functional/Technical criteria are:

CRITERIA	WEIGHT
<p>Past Experience of the company Successful completion of previous relevant projects and overall track record of similar projects, with minimum of 7 years proven experience of working in the water services sector.</p> <ol style="list-style-type: none"> 1. Policy development and strategies 2. Monitoring and evaluation 3. Water and Sanitation Engineering services 4. Services Developmental Planning 5. Programme and Project Management <p> All items = 5 points Item 1, 2, 3 and 4 = 4 points Items 2, 3 and 4 = 3 points Items 3 and 4 = 2 points Any item = 1 points </p>	25
<p>Methodology The responsiveness to the Terms of Reference, the level of detail in the proposal, attention to project management and innovative approaches and ideas. Include a detailed project plan and timeframes to complete the project as well as detailed costing per deliverable. The breakdown of 20 weight for the proposal will be:</p> <ol style="list-style-type: none"> 1. Project Execution Plan with clear milestones, timeframes and costing per deliverable 2. Methodologies in line with task descriptions as outlined in item 4 Project Scope 3. Demonstration of how quality assurance of deliverables will be undertaken before submitting to the DWS. 4. Demonstration of innovative approaches and logical ideas in linking the NSIP with Monitoring Tool to ensure proper information management. 5. Demonstration of the understanding of the scope of works. <p> All items above items included – 5 points Item 1,2 and 3 included – 4 points Item 1 and 2 included – 3 points Any 2 items included – 2 points Any 1 item included – 1point </p>	25
<p>Team Capability The technical and professional skills of the project team, experience, overall competency and track record. Abbreviated Curriculum Vitae of all personnel, not longer than one page each, shall be included in an Appendix. Team should consist of : (proven registration with relevant bodies will be an added advantage)</p> <ol style="list-style-type: none"> 1. Civil Engineer, Environmentalist, Water Resource Expert, Researchers with Master's degree, Economist, Institutional & Social expert, Asset management 2. Civil Engineer, Water Resource Expert, Environmental expert, Institutional & Social Expert 3. Civil Engineer, Water Resources Expert, Institutional and Social Expert 4. Civil Engineer and any two of the team stated in item 1above 5. Civil Engineer and any one of the team stated in item 1 above <p>ADVANTAGE BE GRANTED TO REGISTRATION WITH REVELANT BODIES ON DESCRIBED PROFESSION:</p>	20

<ul style="list-style-type: none"> • Civil Engineer – Registered with Engineering Council of South Africa with experience in water sector • Environmentalist – Hold a Degree in Environmental Management and have experience in water sector • Water Resource Expert – Hold a degree in water resource management need to be registered with SA-CNASP • Researcher – Conducted research in water sector • Institutional and Social Experts – Hold a degree in Social Science and have experience working with water institutions <p>Item 1 = 5 points – unregistered 4 points Item 2 = 4 points – unregistered 3 points Item 3 = 3 points – unregistered 2 points Item 4 = 2 points – unregistered 1 point Item 5 = 1 points – unregistered 0 points</p>	
<p>Skills Development within DWS</p> <p>A Skills Development Plan with tangible outputs, involving DWS staff during the implementation of the project needs to be detailed. The Skills Development Plan should:</p> <ol style="list-style-type: none"> 1. Indicate the approach to be undertaken on skills assessment based on the scope of work and deliverables. 2. Support DWS Graduate Trainees working towards professional registration 3. Allocation of certain assignments to DWS officials 4. Include at least one Training workshop per year for the officials in DWS 5. Include exposure of DWS personnel to new innovative sanitation technologies through site visits (maximum four site visits per year) <p>All Items above =5 points Any 4 items above = 4 points Any 3 items above= 3 points Any 2 items above =2points Any item above = 1 point</p>	20
<p>Capacity Building and Job Creation</p> <p>The capacity building plan must include:</p> <ol style="list-style-type: none"> 1. HDIs and support graduate trainees working towards professional registration and must have specific quantifiable measures to ensure capacity building takes place throughout the project. 2. Graduates that do not require professional registration but need work experience in the sector. 3. Women, person living with disability and youth. 4. Initiatives of taking on board students who require experiential training to qualify for a degree. 5. Highlight the job creation items linked to the above skills <p>All items above included = 5 points Item 1,2 and 3 included = 4points Item 1 and 2 included = 3 points Any 2 items included =2 points Any 1 item included =1 point</p>	10
TOTAL	100

Values: 1 - Very Poor, 2 – Poor, 3 – Average, 4 – Good, 5 – Excellent

PHASE 4: THE 80/20 PRINCIPLE BASED ON PRICE AND BBEE STATUS LEVEL CONTRIBUTOR

The 80/20 Preferential Procurement System will be used in evaluating these bids:

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

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

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

Conditions:

- The percentage involvement of each company in the joint venture agreement must 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.
- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or **originally certified** copies thereof together with their bids, to substantiate their B-BBEE rating claims and for purposes of verifying the prequalification requirements. A Copy of a certified copy will not be acceptable.
- 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.

13. BRIEFING SESSION AND CONTACT PERSONS

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

- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website www.dwa.gov.za.
- The contacts listed below will be attending to all questions.

For further information please contact:

Technical Enquiries:

Ms. Tabita Napakade

Telephone: (012) 336 8607

Email at Napakadet@dws.gov.za

Supply Chain Management Enquires:

Mr. Patrick Mabasa

Telephone: (012) 336 7518

Email at MabasaP@dws.gov.za