



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

WP 11363

REQUEST FOR BID

BID NUMBER WP 11363

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUBMIT PROPOSALS TO BE ENLISTED ON THE NORTHERN CAPE WATER SERVICES PLANNING TERM CONTRACT

ISSUE DATE:

03 MARCH 2021

CLOSING DATE AND TIME

01 APRIL 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)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11363	CLOSING DATE:	01 APRIL 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUBMIT PROPOSALS TO BE ENLISTED ON THE NORTHERN CAPE WATER SERVICES PLANNING TERM CONTRACT				
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	Mr Stephen Marais	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 8290	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	marais@dws.gov.za	
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 SUBMIT PROPOSALS
TO BE ENLISTED ON THE NORTHERN CAPE WATER SERVICES PLANNING TERM
CONTRACT**

NAME OF BIDDER:	PROJECT NO: WP 11363
CLOSING TIME: 11:00	CLOSING DATE: 01 APRIL 2021

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

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

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

R.....

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

.....

4. Estimated man-days for completion of project

.....

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

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

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

E-mail address: dolamow@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Stephen Marais

Tel: 012 336 8290

E-mail address: marais@dws.gov.za

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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? **YES / NO**
2.9.1 If so, furnish particulars.

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

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

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

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

2.11.1 If so, furnish particulars:

.....

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

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	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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 ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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.**

TABLE OF CLAUSES

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

General Conditions of Contract

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

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

Js GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

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

- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dws.gov.za
- 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 SUBMIT PROPOSALS TO BE ENLISTED ON THE GAUTENG WATER SERVICES PLANNING TERM CONTRACT

WP 11362

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:.....

Terms of Reference (TOR)

Water and Sanitation Services Planning Term Contract for Northern Cape Appointments

30 October 2020
Version 1.4 Final



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

CONTENTS

1	BACKGROUND	2
2	PURPOSE	3
3	OBJECTIVE	3
4	SCOPE	4
5	METHODOLOGY	5
6	TECHNICAL CONTENT	5
7	STRUCTURE/FORMAT OF THE PROPOSALS TO BE SUBMITTED.....	10
8	CRITERIA FOR SELECTION	12
9.	MANAGEMENT STRUCTURE	15
10.	REPORTING.....	15
11.	TIME FRAME.....	15
12.	BRIEFING SESSION AND CONTACT PERSONS.....	15

1 BACKGROUND

- 1.1 The SA Government has committed to ensuring that all people living in South Africa have access to reliable, sustainable, safe and affordable Water and Sanitation Services. However, there are still a significant number of people that do not have access to even a basic level of water and sanitation services and up to 40% of households in South Africa still do not receive a reliable Water & Sanitation Service.
- 1.2 The new MTSF cycle (2019-2024) is guided by the District Development Model (DDM) to improve the Coherence and Impact of Government Services Delivery and Development for all District Municipalities (DMs). The DDM concept note talks on the following Water Services Planning related activities that directly impact the planning process.
 - The existing portfolios of infrastructure projects needs to be package
 - A credible project pipeline must be developed
 - Reporting protocols on how data is collected, consolidated, validated and verified for credibility
 - Lack of M&E
 - All plans must be spatially referenced and projects linked on how, why and by when
 - Consolidating a better understanding of community needs per DM
 - Principle of long term integrated development planning
 - Priorities over five year term period
 - Build on existing good practices
 - Focus on all 44 DMs
 - Produce a single integrated plan
 - Common appreciation and understanding of service delivery dynamics and challenges
 - Long term (10 year implementation plan) to be developed
 - All grants to be allocated to one plan
 - Determine infrastructure investment requirements
 - Ensure long-term security of water
- 1.3 The Department is therefore committed through this Cabinet decision to ensure integrated water and sanitation services planning in all the districts in South Africa.
- 1.4 The development of sustainable Water and Sanitation Services delivery (infrastructure) requires a well-structured strategic input that integrates whose content and context aligns directly to the structure of the Water and Sanitation Services Development Plan of a specific Water Service Authority (WSA). All work to be issued under this contract will be directly associated to any one or a combination of the topics:
 - Settlement Demographics
 - Service Levels Profile
 - Socio Economic Background
 - Water Service Infrastructure Profile
 - Operation & Maintenance
 - Associated Services
 - Education
 - Health
 - Public Services
 - Water use efficiency and Water Conservation & Water Demand Management
 - Water Resources
 - Financial Profile
 - Water and Sanitation Services Institutional Arrangements Profile
 - Social & Customer Service Requirements
 - Needs Development Plan (Project Lists)
 - Any other associated topics
- 1.5 Each of these disciplines are a specific field on its own that needs to form part of the pillars of sustainable water service delivery. Together with this complexity the Water and Sanitation Services

delivery Programme in South Africa needs to be an integrated approach and all the above-mentioned topics are addressed and aligned to ensure sustainable service delivery

- 1.6 The enabling environment for water and sanitation service delivery is well documented in the South African legislation with clear roles and responsibilities (powers and functions). The Constitution, Act 108 of 1996 Section Chapter 2, the Bill of Rights Section 27 (1) (b) states that everyone has the right to have access to sufficient food and water; thus elevating water and sanitation services as a basic human right while 152 (i) (b) stipulates that one of the objects of Local Government is to “ensure the provision of services to communities in a sustainable manner”
- 1.7 National Government is required to support and strengthen the capacity of municipalities to manage their own affairs, to exercise their powers and to perform their functions as per section 153 (1) and the DWS as the Water and Sanitation Sector leader is required to coordinate support to local government and report on the status of water and sanitation service delivery

2 PURPOSE

- 2.1 This Terms of Reference (ToR) guides the process and specifications for the appointment of expertise for a Northern Cape Water and Sanitation Services Planning Term Contract. After successful evaluation and recommendation, a database of preferred Professional Service Providers (PSPs) will be motivated for appointment on the Term Contract. The Term Contract database will be categorised into two i.e. National Database and Provincial Database of PSPs.
- 2.2 No funding or any commitment will be directly associated with the appointment and all work will be project specific on a call-down basis as and when required by any implementing authority from National Government, Provincial Government, Local Government and any other sector role-players directly involved in Water and Sanitation Services provision
- 2.3 The purpose of this ToR is also to align and integrate all Water and Sanitation Services Planning initiatives into a standardized structural approach towards sustainable and reliable Water and Sanitation Services Provision. All work done under this contract will strictly be implemented according to the ToR

3 OBJECTIVE

- 3.1 This group of PSPs will be used for various Water and Sanitation Services related planning activities as prescribed in the technical sections of this ToR. All successful bidders will only be used on a call down basis as and when required. From a legal perspective, it is acceptable for any sector department / institution / organ of state to use a Term Contract.
- 3.2 The objective of this appointment is to:
 - Ensure total integration of all topic related aspects in all Water and Sanitation Services planning activities.
 - Ensure project integration through needs perspectives, solution categories and project solutions.
 - Ensure programme alignment between topics and funding streams.
 - All work will be done within data structures as mentioned in Technical Context of this ToR.
- 3.3 The Department, through this appointment, will seek to ensure work ethics and consistency in all planning studies related to:
 - Viability, value for money, affordability
 - Risk Management issues – Register and mitigation measures
 - Needs analysis, options analysis, due diligence, partnership management, Roles and responsibilities, value assessment, procurement plan, economic evaluation

- 3.4 To appoint PSPs that can be utilized at National, Provincial and Local levels who will carry out all Water and Sanitation Services delivery planning activities under one Term Contract.
- 3.5 To provide direct support to all Government institutions in Water and Sanitation Planning activities ensuring an integrated and co-ordinated approach as well as fast tracking of planning projects for appropriate implementation strategies.
- 3.6 All information used as input into any planning documentation will come from the DWS database and any new information will be captured on the DWS database after completion of the project. Information sharing through database management will form part of a critical aspect of this appointment. DWS information in the DWS Water Services GeoDatabase will therefore not be used as the most updated version, but as a reference set to be updated during Feasibility Studies and Provincial planning initiatives etc.

4 SCOPE

- 4.1 This ToR outlines the specifications related to all planning disciplines imbedded as part of the Water Services delivery life-cycle. The listed PSPs will be required to execute tasks within a structured framework based on specific instructions that will form part of a Project Execution Plan (PEP) developed for each specific project emanating from this Term Contract. The scope of this ToR therefore entails the development of a range of water and sanitation planning products such as amongst others the following:
 - National/Provincial Development Plans
 - Water Service Authority or District Municipality Water and Sanitation reliability service delivery planning
 - WSA WSDP planning support
 - Compliance/Monitoring & evaluation plans and strategies
 - Investment Frameworks & Costing modules
 - Other Sector Departments vs community supply alignment plans
 - Catchment Management Planning
 - Disaster Management Plans
 - COVID-19 Projects
 - Floods and Drought Relief
 - Other Disaster related projects
 - Needs assessment
 - Scoping Report
 - Technical Reports and Feasibility Studies
 - Special Services related to the development of Feasibility and Implementation Readiness Studies
 - Stakeholder, Community Involvement/engagements
 - Institutional arrangements
 - EIA, Land issues and servitude applications
 - GeoHydrological modelling
 - Water Use License Application (WULA)
 - Water Balance (including WCWDM)
 - Geotechnical, geohydrology, hydrology
 - Disasters/Climate Change
 - Socio Economic Aspects
 - Capacity Building
 - Any options like for example Public Private Partnerships
 - Preliminary Design
 - Implementation Readiness Studies
 - Project Business Plans
 - Any other Water & Sanitation Services topic related plans
- 4.2 Whenever a water services sector stakeholder identifies a specific planning need and secure funding, a PEP with appropriate costing can be drafted with this ToR as reference structure. The enlisted

PSPs will then be approached to submit costing for such tasks as outlined in the PEP. All work emanating from this ToR will therefore be executed on a specific PEP instruction format.

5 METHODOLOGY

5.1 Structure of Appointment

- 5.2 Appointed PSPs under this Term Contract will only be used on an as-and-when required basis subject to a quotation received in response to PEP for a specific task.
- 5.3 All work done under this appointment will be done through the process of information and data management, therefore all relevant knowledge (information) will be captured in the DWS Water Services GeoDatabase outlined in the technical specifications as prescribed in this ToR. All product deliverables will be produced directly as an outflow of information from the DWS Water Services GeoDatabase, and not necessarily as Word documents (with the exception of products such as WSAs' Water Service Development Plans, Feasibility Studies and Implementation Readiness Reports which must be in both the data and narrative report formats).
- 5.4 It is important that the prospective bidders note that any specific task will only be deemed completed when the final product has been delivered and approved.

6 TECHNICAL CONTENT

The Technical content of specific intervention topics might change depending on the specific project needs. Therefore, the final specifications will appear in the specific PEP as a final instruction as and when required.

The use of the Planning Term Contract will therefore be guided by the possible development of a specific task related to any or a combination of the Water and Sanitation Services Planning Intervention Focus Points as stipulated below:

6.1 Strategic Planning

The Water and Sanitation Services delivery sector requires strategic direction and guidance to ensure service delivery targets are met. Situational assessments and strategic National Water & Sanitation services results from Census related surveys will be used to guide and develop strategic planning for Water & Sanitation implementation programmes. These plans will be developed on Local, DM, Provincial and National levels to enhance the knowledge transfer of the status of Water & Sanitation services delivery to the Departmental National Implementation Strategy.

6.1.1 National/Provincial Development Plans

National Treasury guidelines as well as DWS standards requires all projects to emanate from a proper Master Planning process. Provincial Master Plans are therefore a critical requirement which must align to the National Water and Sanitation Master Plan to ensure transparency and programme coherence at Provincial level.

To ensure transparency on identified intervention projects, a Provincial Project Perspective should be developed and approved by the Provincial Planning Forum. The Provincial Water and Sanitation Services Planning Forum reviews, ensures cyclical integration (from source to tap and back to the source) and recommends the list of prioritized projects within the juristic area of the Water Service Authority. Municipalities as well as other key stakeholders are invited to attend the planning forum.

6.1.2 Water service Authority or District Municipality Water and Sanitation reliability service delivery planning

It is important to note that a Five Year Reliable Water and Sanitation Services Delivery Implementation Plan will be developed per WSA. In this regard the PSP should note that some of the DMs listed do

not have WSA status but could have more than one WSA located within its boundary. If a DM is not a WSA, all WSA plans must be consolidated to reflect a DM perspective on the reliability status and implementation programme.

The PSP will collect all the data and spatial data in accordance with a Departmental specified data collation and management structure. No data will be accepted if it does not conform to this structure. The authentication and verification of all data will take place before the data is submitted. Once all the data has been submitted the Five Year Reliable Water and Sanitation Services Delivery Implementation Plan will be produced according to the Department's specifications.

- Obtain data structures from the Department and evaluation and update of information from the existing structures
- Confirmation of sanitation services needs
- Confirmation of water services needs
- Confirmation of current and future water and sanitation services projects
- Compile a Situational Assessment document
- Stakeholder engagement
- Situational Assessment document sign-off
- Develop and update comprehensive project database
- Re-define the Water & Sanitation needs to align to the following reliability categories: :
 - Functionality
 - Water Security including Water Conservation and Water Demand Management
 - New Infrastructure development
 - Governance
 - Financial Modelling
- Project linkage to needs assessment and new project scoping
- Project Prioritization and financial alignment
- Work stream outcome approvals
- Compile Five Year Reliable Water and Sanitation Services Delivery Implementation Plan

6.1.3 WSA Water Service Development Plan (WSDP)

Water Service Authorities (WSAs) might have a need to appoint a PSP to support them with their WSDP development process and/or any other associated tasks related to WSDP development.

6.1.4 Compliance/Monitoring & evaluation plans and strategies

Support might be required for the development of monitoring systems as well as roll-out of programmes to ensure information flow into existing monitoring systems.

6.1.5 Investment Frameworks & Costing modules

Water and Sanitation Services Infrastructure Investment and costing modules are relevant at both Local and National level. The development of these frameworks and models might be required under this appointment.

6.1.6 Other Sector Departments vs community supply alignment plans

This entails the alignment with possible development plans of the other sector Departments and water service institutions etc. water and sanitation plans and supplies to communities and institutions.

6.1.7 Water Resource Management (Catchment Management Planning)

This might entail projects that link Water Resources Planning outcomes into the Water Services Sphere.

6.1.8 Disaster Management Plans

Support might be required during the institutional and technical programme development and implementation strategies for Disaster Management Plans related to amongst others the following:

- Drought and Flood Intervention Plans
- COVID-19 Intervention Plans
- Any other disaster mitigation planning activity required

6.2 Project Planning:

It must be noted that all project planning will follow a very specific structural approach emanating from the identification of a specific need to the final business plan development. The specific reports discussed below form part of this structural process, but it is of paramount importance to note that each stage will be approved separately and that the stage following cannot start/resume until final approval has been obtained from Provincial Structures or any other specified approval entities.

6.2.1 Needs assessment

The initial needs assessment that leads to project identification should guide the project scoping report where the need is identified and all the relevant background information and documented in the WSAs Water Services Development Plan (WSDP) and IDP to also inform the District Development Model (DDM) Plans

6.2.2 Scoping Report

The purpose of the Scoping Report is to have a document to be used to determine the viability of the project. The approved scoping report will be used for initial project funding and will be used as an input document to the project's feasibility study report

- Feasibility Studies

The purpose of a feasibility study report is to assess the practicality and sustainability of a proposed project through among others the analysis of existing infrastructure, identification and analysis of various proposed solution options, and selection of feasible option. This report also details all the necessary approval requirements regarding financial, institutional, social, economic, environmental and viability criteria. The feasibility report will be used as an input document to the project's technical report, preliminary design report and implementation readiness study report.

6.2.3 Preliminary Design

The Preliminary Design stage must be based on the most feasible option as outlined in the approved Feasibility Study. The Preliminary Design outcomes form the baseline of the Implementation Readiness Study report and should be developed with the baseline parameters as outlined in the Feasibility Study Report, and give an indicative design of the project layout and technical specifications.

6.2.4 Technical Reports (in the case of Municipal Infrastructure Grant – MIG projects)

The purpose of the Technical Report is to determine the implementation Readiness of an MIG project (as per the MIG Policy Framework) and it must be based on an approved feasibility study. At this stage comprehensive planning must have been undertaken to prove socio-economic benefit, financial viability, sustainability, technical acceptability as well as institutional capacity and infrastructure management arrangements, including ownership and transfer of assets, institutional responsibilities, funding arrangements, agreement and capacity commitments for both implementation and sustainable operation.

The approved Technical Report is used for final project information and funding as well as an input document to the Business Plan.

The development of a technical report is generally guided by the bullet points below:

- Executive Summary
- Introduction

- Overview of Demographics
- Existing infrastructure
- Water Supply Service Level Profile
- Water Use Efficiency
- Water Balance (Availability & Demand)
- Proposed Infrastructure Requirements
- Costing Scenarios
- Institutional Perspective
- Social Perspective
- Economic Perspective Affordability
- Environmental related impacts
- Viability Scenarios
- Operation and Maintenance requirements (financial, and HR technical capacity)

6.2.5 Special Services related to the development of Feasibility, Technical Report and Implementation Readiness Studies (IRS)

During the Feasibility Study, planning may be required to engage into special services required to finalise recommendations for the Preliminary Design, **Technical Report** and IRS documentations. These services may include, but are not limited to the following:

- Stakeholder, Community Involvement/engagements
- Institutional arrangements
- EIA, Land issues and servitude applications
- Hydrological modelling
- Water Balance (including WCWDM)
- Geotechnical, geohydrology, hydrology
- Disasters/Climate Change
- Socio Economic Aspects
- Capacity Building
- Any options for example Public Private Partnerships

NB: (While these services will form part of the Term Contract, some of them will be specifically carried out under the appointment of the engineering PSP on the project):

6.2.6 Implementation Readiness Studies

Projects must be “ready for implementation” and this implies that comprehensive planning must have been undertaken to prove socio-economic benefit, financial viability, sustainability, technical acceptability as well as institutional capacity and infrastructure management arrangements, including ownership and transfer of assets, institutional responsibilities, funding arrangements, agreement and capacity commitments for both implementation and sustainable operation. The funding for implementation of any project will only commence once DWS has indicated in writing that the project is implementation ready.

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

The development of a technical report is generally be guided by the bullet points below:

- Management and Institutional Processes
 - Organisations and leadership profiles
 - Are adequate skills and staff available?
 - Agreements on infrastructure ownership
 - Agreement on implementation responsibility
 - Cooperation agreements between key stakeholders
 - Commitments for above by institutional leadership (e.g. municipal mayor and council, Water Board CEO)
 - Have alternative institutional arrangements been assessed?

- Community Structures (Population, population growth, labour market, education, household dynamics, household services)
- Income level and sources of income
- Community Involvement (Participation process and strategy)
- Capacity Building Strategy
- Status and proficiency of the Selected Water Services Provider (WSP)
- Financial Modelling/ O&M Commitments
 - Available funding (Grant, loan, revenue & investment, Water Board, PPP)
 - Available co-funding
 - Water services affordable to all users
 - Are revenues ring fenced
 - Is % cost recovery acceptable
 - Is cross-subsidization applied
 - Is life-cycle costing applied
 - Is scheme financially viable
 - Commitment of Financial management requirements
 - Management of financial information (per type, date, description, reason):
 - Cost elements (operating, maintenance, refurbishment and upgrading costs)
 - Revenue streams (water sales, rates and taxes, other)
 - Prepare appropriate budgets to ensure sustainable services
 - Maintain effective billing and cost recovery systems
 - Commitment and Implementation of Operation & Maintenance Plan:
 - Agreement on operating responsibilities
 - Legal & regulatory requirements
 - Management (political & functional) requirements
 - Operation requirements (operate infrastructure in accordance with operating manuals, etc.)
 - Maintenance requirements (undertake the necessary preventative maintenance tasks, etc.)
- Service Level Agreements
 - Ownership Agreement in place
 - Implementing Agent Agreement in place
 - Financing Agreement in place
 - O & M Agreement in place (Water Services Provider)
 - Water Use Authorization (WULAS) in place
 - Water Conservation and Demand Management (WCDM) in place
 - Asset Management Plan (AMP) in place
 - Is project listed in WSDP

6.2.7 Project Business Plans

The Business Plan is intended to ensure that the project associated milestones are specifically defined, and this document is the final approval plan before a project can commence. It is of paramount importance that all interested parties fully agree on the content in the business plan as the project monitoring will be based on the milestones as described in the business plan in order to eliminate all problems associated with project scope creeping and non-compliance to service delivery targets.

6.3 Water and Sanitation Services Business Topic Planning

To enable an effective integrated planning structure, it is often required to do specific focussed planning developments for the following, but not limited, to these business topics.

- Financial Viability
- Infrastructure footprints – systems analysis plans
- Resource development plans
- Operation & Maintenance Plans
- Operation & Maintenance Rules
- WCWDM Strategies and Implementation Plans
- Asset Register Development

- Rainwater Harvesting
- Storm Water Harvesting
- Waste Water Reclamation
- Water Desalination
- Greywater
- Risk Assessment

6.4 DWS Water Services GeoDatabase / Information System Development

The information that will be produced in the compilation of the various planning documents must follow the information structure process for easy importation into the DWS Water Services GeoDatabase. The detailed breakdown of spatial data attributes for the DWS Water Services GeoDatabase can be acquired from the Directorate Water Services Macro Planning. It is recommended that the prospective PSP familiarize themselves with all the data attributes requirements.

6.5 Institutional Planning

To enable sustainable planning, it is often required to do specific focussed planning developments to ensure institutional reliability of Water and Sanitation Services implementation projects and programmes. The following, but not limited, institutional plans can be required from PSPs for Local Government support related to the following bullets:

- Water Services Development Plans
- WSA Capacity Development
- W/S Institutional re-alignments
- Policy Development Plans
- Powers & Functions
- Due Diligence Report

7 STRUCTURE/FORMAT OF THE PROPOSALS TO BE SUBMITTED

The proposals to be submitted for the evaluation of PSPs to be enlisted on the Term Contract Call-down list should be in the format of:

7.1 Team capability, qualifications and experience

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

7.2 Experience of key personnel

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

1. Civil Engineering and other related Engineering disciplines in the Water and Sanitation Services environment Personnel;
2. Water Resources evaluation and modelling / Hydrogeologist;
3. GIS Specialists; and
4. Project Management related experience

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

Listing of client references indicating the following:

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

7.3 Skills Transfer

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

In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water services planning environment and / or graduate trainees assigned by the Department to the project to obtain relevant training towards their professional Registration. Capacity building is realised through the following:

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

7.4 Methodology

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

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

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

7.5 Financial

There will be no financial proposals submitted as this is a Term Contract and work will be issued on an as and when required basis. However, the prospective bidders are required to submit a Personnel Schedule, fees and tariffs table including responsibility level, position in team and charge rate per hour. The costing (through quotations) of each project will be included in the specific PEPs as and when the successful bidders are considered for specific projects.

7.6 Preferred Area of Participation and preferred area of Specialization

The prospective PSPs must note that the Department will not necessarily appoint the same company to be listed on the call-down lists throughout all Provinces in South Africa. The PSP must be very specific on its personnel structure and available capacity within a specific geographic area or province during the submission of proposals. The PSP must not have a blanket approach of submitting the same submission for all areas / provinces without having a dedicated office/team that has the necessary expertise and experience in the specific geographic area.

The PSP must clearly indicate their speciality and/or capability to perform services under the following categories by allocating their own score out of 10, where 10 being excellent and 1 being no capability/speciality:

- Development of Water Services Master Plans and Associated Activities
- WSDP/IDP/Audit Report development and support
- Technical/Topic Planning Studies: Feasibilities, IRS, Business Plan, Technical Reports, Topic Specific Investigations
- Geographic Information Services (GIS) and Information Technology (IT)
- Water Services Programme/Project Management Support
- Institutional re-alignment/development Strategies

8 CRITERIA FOR SELECTION

8.1 It is envisaged that consultants will demonstrate a comprehensive understanding of Water and Sanitation Services planning through the development of a generic Water & Sanitation “mock-up” Master Plan for a Water Service Authority.

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

8.3 Experience and Expertise required

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

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

8.4 Evaluation Criteria

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from www.treasury.gov.za. A three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Prequalification Criteria

Bidders will be prequalified on the basis of attaining a BBBEE Status Level 1, 2 3 or 4

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
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1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		
4	General Conditions of Contract (GCC)		

Phase 3: Functional / Technical Evaluation

Functionality Criteria		Points value	Weighting Points Awarded
Refers to successful completion of previous relevant projects and/or ability to demonstrate involvement in projects of similar magnitude			25
Past Experience	10 years Past Experience of the company in:		
	- Water Services Planning related activities/projects - Infrastructure and Resource development planning experience - Information systems/Geodatabase development		
	≥10 years on all 3 items	5	
	7 to 9 years on all 3 items	4	
	5 to 6 years on all 3 items	3	
	3-4 years on all 3 items	2	
	2 years on all 3 items	1	
	<1 year on all 3 items	0	
Considers the responsiveness to the Terms of Reference through the level of the submitted master plan document and attention to project management and innovative approaches and ideas			35
Methodology	- Example of a local (Water Services Authority/DM) Water & Sanitation "mock-up" or original Master Plan - Does each of the sections in the Master Plan report reflects the structural process and methodology as described in this ToR - The structural process that needs to be followed for the production of the report as well as the envisaged personnel to be involved as part of the reporting must also be included - Comprehensive process mapping to illustrate integration during Water and Sanitation Services Master Planning activities		
	All 4 items addressed to a high level of professionalism and completeness	5	
	All 4 items addressed with a medium level of professionalism and completeness	4	
	All 4 items addressed with an expectable standard of professionalism and completeness	3	
	Methodology items only partly addressed	2	
	Methodology items only partly addressed with a low level of completeness	1	
	No items addressed	0	
Team Capacity will be evaluated based on the submitted company profile, personnel structure, company footprint and abbreviated CVs of personnel listed stating years of experience, evidence of similar work carried out previously and in what capacity			30

Team Capability	• The study leader should have a relevant experience of at least 10 years; • Team should have a range of experts in various fields: ○ Experience in the water and sanitation sector ○ Water and Sanitation Services development planning experience ○ Engineering and technical water services planning expertise and experience ○ Experience in working with local government ○ Experience in institutional arrangements ○ Strategic and developmental planning and project management ○ Participatory processes to ensure stakeholder involvement ○ Integrated development initiatives (both cross sectoral and across different structures) ○ Thorough understanding of all Water and Sanitation Services policy and legislation ○ Management and knowledge of ArcGIS 10 as this GIS system is used by the department		
	The team capacity complies to all relevant fields with at least 10 years relevant experience of study leader and rest of the team leaders	5	
	The team capacity complies to all relevant fields with at least 10 years relevant experience of study leader and rest of the team leaders	4	
	The team capacity complies to all relevant fields with at least 8 years relevant experience of study leader and rest of the team leaders	3	
	The team capacity complies to all relevant fields with at least 5 years relevant experience of study leader and rest of the team leaders	2	
	The team capacity complies to all relevant fields with at least 3 years relevant experience of study leader and rest of the team leaders	1	
	The team capacity do not comply to all relevant fields	0	
	A skills transfer component with tangible outputs, related to the requirements as specified in par 8 of this ToR, will be used to evaluate		10
Skills Transfer Capacity building and training	• Provide clear proposals on Capacity building and training of DWS officials in project management and/or technical aspects to be undertaken as part of this Study.		
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	
	Training in a workshop format only including climate scenario projections	2	
	Training in a workshop format only excluding climate scenario projections	1	
	No training & capacity building plan provided	0	
Total			100

Proposals submitted that scores above 70% will be motivated for appointment on the provincial database to be used for Water and Sanitation Planning work in that specific province.

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.
- Bidders are kindly requested to submit only one original document and 1 copy.

9. MANAGEMENT STRUCTURE

9.1 All evaluation processes and appointment of PSPs will be done through the procurement processes of the department.

9.2 After the approval and establishment of the Provincial PSP call-down lists, various water sector institutions using the term contract will be responsible for the management of individual appointments.

10. REPORTING

Proper reporting structures will be put in place to ensure that the PSPs report on progress throughout the implementation of any specific PEP appointment.

- 10.1 Throughout the implementation programme of a specific PEP the appointed PSP will complete **monthly progress** reporting documentation as specified by the Department, or any specific IA that uses this contract. These monthly progress reports should be submitted with each payment certificate. No payment will be processed without compliancy to reporting structures.
- 10.2 During implementation of a specific project, a **quarterly progress report** must be submitted to ensure compliance to key performance indicators as outlined in the PEP.
- 10.3 On the completion of any specific appointment under this Term Contract, the PSP will be required to submit a **project close-out report**. These reports must be submitted in the prescribed format of the Department SCM or any IA.

11. TIME FRAME

The validity of this contract will expire at the end of the 2024/2025 financial year.

12. 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.

Contact Persons	
For Procurement:	For Technical Matters
Mr P. Mabasa Tel: 012 336 7578 Cell: 063 251 9486 Email: MabasaP@dws.gov.za Address: Private Bag X 313 PRETORIA 0001	Mr Stephen Marais Tel: 012 336 8290 Fax: 012 336 6650 E-mail: maraiss@dws.gov.za Address: Private Bag X 313 PRETORIA 0001