



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

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11433

DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SERVICES FOR TRANSLATION OF A TOTAL OF ONE MILLION TWO HUNDRED AND SIXTY THOUSAND (1 260 000) WORDS INTO EIGHT (8) OFFICIAL LANGUAGES ADOPTED BY THE DEPARTMENT AS PER ITS LANGUAGE POLICY, OVER A PERIOD OF THREE (3) YEARS 2023 UNTIL 2026)

ISSUE DATE:

28 APRIL 2023

CLOSING DATE:

30 MAY 2023

TIME: 11:00

**SUBMIT TENDER DOCUMENT
TO**

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001**

OR

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

TENDERER: (Company address and stamp)

**COMPILED BY: JACOB MABUSELA
DEPARTMENT OF WATER AND SANITATION**

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. if this happens, please notify the Department.



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	
Mandatory	H	Company must be registered with the South African Translation Institute (SATI). Please provide proof (SATI-registration certificate must be attached.	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	WP11433	CLOSING DATE:	30 MAY 2023
		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER SERVICES FOR TRANSLATION OF A TOTAL OF ONE MILLION TWO HUNDRED AND SIXTY THOUSAND (1 260 000) WORDS INTO EIGHT (8) OFFICIAL LANGUAGES ADOPTED BY THE DEPARTMENT AS PER ITS LANGUAGE POLICY, OVER A PERIOD OF THREE (3) YEARS 2023 UNTIL 2026)		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
ZWAMADAKA BUILDING ENTRANCE			
157 SCHOEMAN STREET			
PRETORIA			
0002			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr JACOB MABUSELA	CONTACT PERSON	Ms.DORIS SEDIBE
TELEPHONE NUMBER	012 336 7240	TELEPHONE NUMBER	012 336 6889
CELLPHONE		CELLPHONE	073 304 8338
E-MAIL ADDRESS	mabuselaj@dws.gov.za	E-MAIL ADDRESS	sedibed@dws.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid Number.WP11433

Closing Time 11:00

Closing date.30 May 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION:	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
Provide translation services of a minimum of 35 000 words each month into eight (8) official languages; namely isiXhosa, isiZulu, Sepedi, Setswana, Tshivenda, Xitsonga, Afrikaans, and Braille, over a period of three (3) years from 2023 until 2026			
1	36 months	Translation services of a minimum of 35 000 words in IsiXhosa.	Unit price: R..... Total price: R.....
2	36 months	Translation services of a minimum of 35 000 words in IsiZulu.	Unit price: R..... Total price: R.....
3	36 months	Translation services of a minimum of 35 000 words in Sepedi.	Unit price: R..... Total price: R.....
4	36 months	Translation services of a minimum of 35 000 words in Setswana.	Unit price: R..... Total price: R.....
5	36 months	Translation services of a minimum of 35 000 words in Tshivenda.	Unit price: R..... Total price: R.....
6	36 months	Translation services of a minimum of 35 000 words in Xitsonga.	Unit price: R..... Total price: R.....

7	36 months	Translation services of a minimum of 35 000 words in Afrikaans.	Unit price: R..... Total price: R.....
8	36 months	Translation services of a minimum of 35 000 words in Braille.	Unit price: R..... Total price: R.....
		Total price	
		(VAT)	
		Total Including VAT	

- Required by:
- At:
.....
- Brand and model:
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery:
*Delivery: Firm/not firm
- Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
--------------	-----------	--------------

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

- ☐ **The General Conditions of Contract will form part of all bid documents and may not be amended.**
- ☐ **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract.**

Whenever

there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

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

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all

contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

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

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 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.dwa.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 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited into 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.
- 35.11 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):

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SERVICES FOR TRANSLATION OF A TOTAL OF ONE MILLION TWO HUNDRED AND SIXTY THOUSAND (1 260 000) WORDS INTO EIGHT (8) OFFICIAL LANGUAGES ADOPTED BY THE DEPARTMENT AS PER ITS LANGUAGE POLICY, OVER A PERIOD OF THREE (3) YEARS (2023 UNTIL 2026)

1. BACKGROUND AND DISCUSSION

- 1.1** The Department of Water and Sanitation (DWS) is the leader and regulator of the water and sanitation sectors in South Africa and has a mandated responsibility to ensure that all people have access to sustainable water resources and water services.
- 1.2** South Africa is a water-scarce country and it is essential that all available water is used effectively, efficiently and sustainably in order to reduce poverty, improve human health and promote economic development.
- 1.3** Both surface water and groundwater resources should be managed well to ensure a balance between usage and availability. There is therefore a need to mobilise our South African society as a whole, to work together in managing these resources responsibly towards meeting the country's present and future water demands.

2. MOTIVATION

- 2.1** Chief Directorate: Communication Services is expected to support the water and sanitation business by communicating information relating to its constitutional mandate through various awareness campaigns, and pertinent information that which is contained in various high-volume public-face documents.
- 2.2** Through these campaigns, coupled with high-volume public-face documents, Communication Services communicates valuable information with learners nationally, communities and various sectors on issues of water security, access to services, best water practices, infrastructure development projects, water governance and regulation issues, policy and regulation as well as on service delivery progress made as per the mandate of DWS.

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER

2.3 While the DWS uses English as its operating language, greater efforts are made to ensure that externally focused communication – which targets schools, communities as well as different sectors at large – is translated into eight (8) official languages as per the official languages adopted by DWS through its language policy. The adopted languages as per DWS latest language policy include: isiXhosa, isiZulu, Sepedi, Setswana, Xitsonga, Tshivenda, Afrikaans and Braille. Translation of departmental information into various official languages is in line with the stipulation of the Use of Official Languages Act (Act No.12 of 2012) on which DWS's language policy is based.

2.4 To augment the current capacity of the Language Unit, Chief Directorate: Communication Services wishes to procure the services of a professional service provider for translation of 1 260 000 words (about 35 000 words monthly) over a period of three (3) years (from 2023 until 2026).

2.5 The professional service provider for translation will ensure that communication material (and valuable information contained in high volume departmental strategy and/or legislative documents) is translated into eight (8) official languages specified above, so that this vital information is received and understood by communities, schools and sectors at large – thereby bringing everyone on board towards attaining a vision of a "Universal access to sustainable water and sanitation services that support socio-economic growth and development, as well as the well-being of current and future generations."

3. OBJECTIVE OF THE ASSIGNMENT

The service provider will be required to:

3.1 Provide translation services including translating communication material for campaigns (e.g. brochures, concept documents, publications, media articles, posters, leaflets, radio scripts/adverts; **AND/OR** any other DWS public-face content that may be shared by line function from time to time for translation (e.g. policies, strategy documents, manuals, concept documents, Acts, annual and technical reports, master plans, *etc.*).

4. SCOPE OF WORK

4.1 Project Timeline/duration of Contract

This translation service shall be contracted for three (3) years (i.e. 2023 until 2026).

4.2 Deliverables and Outputs

4.2.1 The preferred professional service provider will undertake the following duties and responsibilities, and will be expected to:

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER

- Receive English document/s for translation **monthly** (and at any ad hoc period as may be periodically commanded by Director: Corporate Communication/Project Manager, depending on the urgency of the assignment);
- Translate documents **monthly** (and at any ad hoc period as may be periodically commanded by Director: Corporate Communication/Project Manager, depending on the urgency of the assignment);
- Deliver the translated document/s **monthly** (and at any ad hoc period as may be periodically commanded by Director: Corporate Communication /Project Manager, depending on the urgency of the assignment);

(NB: All documents must be received and delivered strictly **in Word format**. This procedure features as the norm in the industry to better quantify lexus / words as a basis for costing purposes. Apart from this, the procedure also features as the springboard for convenience and accuracy in the translation of elements from the source text (ST) to the target text (TT) – that being inclusive of texts contained in figures, boxes, captions, sources and covers;

- Receive and translate (from English) a minimum of 35 000 words monthly into eight (8) official languages – namely isiXhosa, isiZulu, Sepedi, Setswana, Xitsonga, Tshivenda, Afrikaans and Braille;
(NB: This minimum of 35 000 words monthly may vary depending on the quantity and length of documents received in a given month, and may include words for short term delivery as may be periodically commanded by Director: Corporate Communication/Project Manager, depending on the urgency of the assignment).
- Deliver a minimum of 35 000 words each month, a minimum of 420 000 words each year and a minimum of 1 260 000 words over a three-year period in each of the eight (8) languages specified above;
- Translate all texts, including texts contained in figures, boxes, captions, sources and covers;
- Ensure that the translation products are technically, linguistically and grammatically correct, error free (in terms of spelling and punctuation) and thus meet high quality standards;
- Use plain yet standard language;
- Maintain prescribed formatting and consistency;
- Ensure accuracy of terms and the terminology used in documents;
- Quality assure the translated documents before submitting to DWS so that it would not need any further editing after completion;
- Ensure that work is completed within stipulated deadlines and is submitted in soft copy to the satisfaction of DWS standards;

5. PROPOSAL INSTRUCTIONS AND REQUIREMENTS

5.1 Reporting

- The professional service provider shall report to (and work closely with) the project manager who is a language specialist from DWS Language Unit under Chief Directorate: Communication Services. The Language Unit, through its specialist, shall serve as a point of connection between various DWS user sections and the service provider.
- The overall framework contract shall be overseen by Director: Corporate Communication, to which the Language Unit reports.

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5.2 Terms and Conditions

- Documents will be translated from English into eight (8) official languages – namely isiXhosa, isiZulu, Sepedi, Setswana, Xitsonga, Tshivenda, Afrikaans and Braille
- The duration of this translation services contract shall be three (3) years (i.e. 2023 until 2026).
- During the entire period of the contract, the service provider shall make themselves available for providing services to DWS.
- In providing services to DWS, the service provider will be expected to produce work of highest professional standard and to exercise due care, requisite skills and competence to ensure the work submitted is to the full satisfaction of DWS.
- The criteria for assessing complete products submitted to DWS will be based on both the qualitative and time aspects of the contract.
- Service providers are required to observe confidentiality during their work with DWS and shall therefore treat every document supplied to them as confidential hence cannot be shared with any third party without prior concurrence with DWS.
- Security Services will be engaged with regards to vetting of the appointed service provider as they will be dealing with confidential information
- Service providers should ensure that VAT, at 15%, is charged where applicable (bidders are advised to ensure that they have a clear understanding of their tax positioning with appropriate tax authorities when developing their proposals).
- Turnaround time is a crucial aspect of translation services. DWS often works within limited time in delivering its mandate and therefore service providers are expected to have a team of a minimum of two individuals per each specified language all on board when work is given. The turnaround time will be subject to the deliverables and outputs specified in 4.2 above.
- Once appointed, the preferred service provider will remain in the service of DWS for the duration of the contract period – unless the contract is terminated by DWS for any valid reason.
- **In accordance with the provisions of the Public Service Act, 1994:**
 - No employee of DWS may do any work for DWS.
 - People employed by any other national, provincial or local government department may do work contracted by DWS only with the approval of the relevant executing authority (e.g. Director-General, Head of Department, *etc.*).
- DWS reserves the right to terminate the contract should a preferred service provider not deliver on the mandate.

5.3 Required experience and skills

5.3.1 Education qualifications

For each translator

- A Degree or National Diploma in Translation (or Linguistics, or Language Practice, or Applied Language Studies, or Translation Methodology, or Lexicography), and any one of the specified languages forming part of courses completed.

For the project leader

- An Honors Degree in any relevant field.

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5.3.2 Relevant experience

For the institution

- Accreditation by the South African Translators Institute (SATI). Provide SATI-registration certificate.
- Relevant experience with a proven record of at least three (3) years of providing translation services in various fields and domains (i.e. technical, legal, scientific and regular). A water-related field will be an added advantage. Provide detailed letters of recommendation from relevant organisations.
- Tax-compliant with SARS (Provide print-out from the Central Supplier Database).

For each translator

- A minimum of three (3) years of progressive translation work from English into any of the eight (8) specified languages (and vice versa) within government and /or private sector (provide Curriculum Vitae).

For the project leader

- A minimum of three (3) years of strategic leadership and management (in government/private sector), in any field and a water-related field will be an added advantage (provide Curriculum Vitae).

5.3.3 Required skills/competencies

For each translator

- Understanding of technical terms and terminology (**water related terminology will be an asset**).
- Ability to work under pressure and to meet deadlines.
- Ability to produce high volume quality content.
- Ability to translate technical, legal and regular documents.
- Ability to work on demand, multi-task and maintain strict adherence to deadlines and quality of work.
- Ability to work with specialised software (in case of Braille).
- Demonstrate willingness to work as part of a team in a multi-cultural context.

For the project leader

- Technical Competence
- Planning and Execution
- Strategy Development
- Team Management
- Communication

5.4 Application procedures

5.4.1 Bidders meeting the above criteria may include the following as part of their bidding documents:

- A capability statement (for the company) and a Curriculum Vitae (for each member of their team), with details of reference for both;
- Financial Proposal for the overall contract that indicates the price in words;
- Bidders are further requested to separate financial proposal from technical proposal;
- A letter of good standing with the Compensation Commissioner will be an added asset.

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5.5 Payment modalities, monitoring and evaluation

- The designated project manager will continuously monitor progress of the assignment through regular interaction with the service provider.
- A Service Level Agreement will be developed with the service provider.
- The appointed service provider will sign a confidentiality agreement regarding the protection of DWS information that is not in the public domain.
- Payments will be made against signed purchase orders.
- Payments will be made based on deliverables as agreed in the contract documents and upon actual delivery of services – after submission of invoice and after getting certification of the invoice by the Director of the component (and after certification of the delivered work record by the designated project manager).
- Payments will be made through bank accounts.

5.6 Administrative Compliance

5.6.1 All Bidders are required to comply with the administrative requirements listed below:

- Company must be registered with National Treasury's Central Supplier Database. Provide Proof of print out from CSD.
- Company must be tax-compliant with SARS (Provide proof of print out from CSD).
- Company must: Complete, sign, submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1.

6. EVALUATION CRITERIA

The Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on an 80/20 point system and the evaluation criteria. The following three-phase evaluation criteria will be considered in evaluating each bid.

Phase 1: Mandatory Requirements

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for price and specific goals (as per 80/20 Preferential System)

PHASE 1: MANDATORY REQUIREMENTS

All Bidders are required to comply with the mandatory requirement listed below: Failure to comply, bidders will not be considered for further evaluation into **Phase 2**.

No	Criteria	Yes	No
1	Companies must be registered with the South African Translators Institute (SATI). Please provide proof (SATI-registration certificate must be attached).		

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PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

- Only bidders that have complied with all criteria as per **Phase 1** will qualify to be assessed for Functional /Technical Evaluation.
- Functional / Technical Evaluation will have a total of **100 points**.
- The applicable values that will be utilised when scoring each criterion will be objective. Values ranging from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent will be utilised (The total will be allocated as actual points awarded divided (/) by the maximum points allocated multiplied (x) by the weight).
- Bidders must score at least 65 out of 100 (65%) in respect of Functional/Technical Evaluation in order to qualify for advancement to **Phase 3**. A bidder that scores less than 65 out of 100 (65%) will be regarded as submitting a non-responsive bid and will be disqualified.

Criterion	Weight	Minimum points	Individual Score
<p>1. Capacity to deliver (number of translators available in required languages as per the scope of work indicated in the ToR. Qualifications, Skills and Competencies as spelt out in the ToR).</p> <p>For translators</p> <ul style="list-style-type: none"> • Send CVs of 8 Translators as per specified languages. • CVs for translators must clearly spell out the skill to translate from SL (English) into TL (relevant target language as per 8 specified languages). • Each CV must reflect competencies required from each translator as specified in this ToR. 	20	<p>8 CVs of translators into specified languages including that for Braille reflect a three year qualification in language studies, three years of translation work as specified in the ToR and at least 5 competencies specified in the ToR = 5</p> <p>5 - 7 CVs of translators into specified languages including that for Braille reflect a three-year qualification in language studies, three years of translation work as specified in the ToR, and at least 4 competencies specified in the ToR = 4</p> <p>2- 4 CVs of translators into specified languages including that for Braille reflect a three-year qualification in language studies three years of translation work as specified in the ToR and at least 3 competencies specified in the ToR = 3</p> <p>1 CV of a translator into any of specified languages reflects a three year</p>	

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		<p>qualification in language studies three years of translation work as specified in the ToR and at least 1-2 competencies specified in the ToR = 2</p> <p>CV of a translator into any of the specified languages reflects no three-year qualification in language studies, less than three years of translation work, regardless of a number of competencies reflecting = 1</p>	
<p>2. Project Management capacity For project leader</p> <ul style="list-style-type: none"> • Send detailed CV of the project leader. • CV for the project leader must show qualification as specified in the ToR. • CV for the project leader must also reflect at least 5 of the competencies specified in the ToR, 	20	<p>CV for project manager reflects an honors qualification in any field, reflects 5 competencies specified in the ToR = 5</p> <p>CV for project leader reflects an honors qualification in any field and reflects at least 4 competencies specified in the ToR = 4</p> <p>CV for project leader reflects an honors qualification in any field and reflects at least 3 competencies as specified in the ToR = 3</p> <p>CV for project leader reflects an honors qualification in any field and reflects at least 2 competencies as specified in the ToR = 2</p> <p>CV for project leader reflects an honors qualification in any field and reflects 1-0 competencies as specified in the ToR = 1</p> <p style="text-align: center;">OR</p> <p>CV for project manager reflects no honours degree qualification regardless of a number of competencies reflecting = 1</p>	

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<p>3. Methodology and Approach: The methodology provided by the bidder will be evaluated according to the following:</p> <p>a) A detailed method statement for the three-year assignment is provided (provide a statement of a minimum of 300 words that describes how you expect to carry out the work and what precautions you will take over a three year period).</p> <p>b) A detailed work programme for the duration of the assignment is provided (provide a statement of a minimum of 300 words that defines and details the assignment's expected results as well as its constraints, assumptions and other important success factors over a three year period).</p> <p>c) The expected challenges associated with the assignment are highlighted and a recovery plan is also included (outline at least five key technical challenges you may face and provide a plan that contains detailed instruction on how you will respond to each challenge).</p> <p>d) The critical aspects of the assignment are emphasized (provide a minimum of 300 words document outlining the scope, time, money and resources involved in this assignment).</p>	20	<p>a), b), c) and d) are adequately addressed in technical proposal =5</p> <p>a) and b) with either c) or d) are adequately addressed in technical proposal = 4</p> <p>a) and b) are adequately addressed in technical proposal = 3</p> <p>c) and d) are adequately addressed in technical proposal = 2</p> <p>c) or d) is adequately addressed in technical proposal = 1</p>
<p>4. Quality control (procedure for checking if work done by translators adheres to a defined set of specification)</p> <ul style="list-style-type: none"> • Provide at least one copy of work done previously in each of 8 specified languages. <p>(Work in each languages will be checked for quality against the following set of standards as specified</p>	20	<p>7 to 8 Copies of translation work in any languages specified in the ToR reflect all 4 quality standards specified in the ToR = 5</p> <p>4 to 6 copies of translation work in any languages specified in the ToR reflect all 4 quality standards specified in the ToR languages = 4</p>

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<p>in this ToR:</p> <ol style="list-style-type: none"> 1. Correctness (technically, linguistically and grammatically); 2. Error free (i.e. Spelling and punctuation); 3. Accuracy (of terms and terminology) 4. Completeness (all texts are translated including texts contained in figures, boxes, captions, sources and covers) 		<p>3 copies of translation work in any language specified in the ToR reflect all 4 quality standards specified in the ToR = 3</p> <p>2 copies of translation work in any language specified in the ToR reflect all 4 quality standards specified in the ToR = 2</p> <p>1 copy of translation work in any language specified in the ToR reflects all 4 quality standards specified in the ToR = 1</p> <p style="text-align: center;">OR</p> <p>Copy/ies provided reflect/s less than 4 quality standards specified in the ToR = 1</p>	
<p>5.Experience, i.e. demonstrate duration of three-year provision of translation services in a variety of fields covered previously (a water related field will be an asset)</p> <ul style="list-style-type: none"> • Provide at least one to three letters of reference from institutions you were contracted to previously. • The content of these letters should also indicate a total of three years of providing translation services in any of the fields specified in the ToR (a water-related field will be an added advantage) 	20	<p>Letters/letter cover/s a duration of a total of three-year provision of translation services in any of the fields/domains specified in the ToR (and must include or be a water related field) = 5</p> <p>Letters/letter cover/s a duration of a total of three-year provision of translation services in any 4 of the fields/domains specified in the ToR = 4</p> <p>Letters/letter cover/s a duration of a total of three-year provision of translation services in any 3 of the fields/domains specified in the ToR = 3</p> <p>Letters/letter cover/s a duration of a total of three-year provision of translation services in any 2 of the fields/domains specified in the ToR = 2</p> <p>Letters/letter cover/s a duration of a total of three-year provision of translation services in any 1 of the fields/domains specified in the ToR = 1</p>	

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		OR Letters/letter cover/s duration of less than three- year provision of translation services in any of the fields/domains specified in the ToR = 1	
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PHASE 3: THE 80/20 PRINCIPLE BASED ON SPECIFIC GOALS AND PRICE

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Specific Goals

A maximum of 20 points are allocated for specific goals on the following basis:

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Document Requirement for verification of Point allocation: -

Procurement Requirement

Women
Disability
Youth
Location
B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Required Proof of Documents

Full CSD Report
Full CSD Report
Full CSD Report
Full CSD Report
Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report

The definition and measurement of the goals above are as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion: e.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

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Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

(Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business.)

Price

A maximum of 80 points are allocated to weigh the reasonableness of price as follows:

Price	Mark	Rating
Price far below average tariff	20	
Price slightly below average tariff	80	
Price on par with average tariff	60	
Price slightly above average tariff	40	
Price far above average tariff	10	
TOTAL (Maximum of 80 points)		

The definition and measurement of the reasonableness of price as above are as follows:

The preference points for companies in this category are calculated based on the reasonableness of their bidding prices.

(Note the following formula for calculating the reasonableness of price:

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid.)

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7. EVALUATION PROCEDURE

- 7.1** Evaluation of bidders will be done using the set criteria.
- 7.2** The following people will be excluded from evaluating applications:
 - 7.2.1** DWS staff members who have declared business interests in any agency rendering translation and editing services; and
 - 7.2.2** DWS staff members who are related to any of the bidders.

8. BACKGROUND CHECKS

- 8.1** The Department reserves the right to conduct a security background check or screening of the service provider and its personnel.
- 8.2** The outcomes of the security background checks will determine the appointment or continuation of service by the service provider.

9. MINIMUM SPECIFICATION

- 9.1** These specifications are only minimum specifications; any shortcomings in the specifications should be pointed out in the quote/bid and be provided for in the price.

10. TERMINATION OF SERVICE

- 10.1** Should it be found that the General Conditions of the contract are not adhered to, DWS reserves the right to terminate the contract with immediate effect.

11. BRIEFING SESSION AND ENQUIRIES:

- 11.1** Dates of a formal briefing session will be announced and contained as part of the advert.

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12. PROCEDURE FOR ENQUIRIES

12.1 Procedure

- In order to attend to any specific questions in relation to this Terms of Reference, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office **7 days** before the closing date of the tender advert.
- 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.

12.2 Enquiries

The contacts listed below will be fielding all questions:

For technical enquiries, please contact:

Ms DN Sedibe

Tel: (012) 336 6889; Cell: 0783048338; E-mail: sedibed@dws.gov.za

OR

Mr B Mlangeni

Tel: (012) 336 7957; Cell: 0838420556; E-mail: mlangenib@dws.gov.za

For Supply Chain Management enquiries, please contact:

Ms Nokubonga Mkhize

Tel: (012) 336 7571; Email: mkhizen@dws.gov.za