



DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

DUE AT 11:00 ON

(CLOSING DATE: 15 MARCH 2023)

BID DWS24-1222 WTE

THE APPOINTMENT OF PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL ENGINEERING, ELECTRONICS SERVICES, ARCHITECTURAL SERVICES, ENGINEERING GEOLOGICAL/GEOTECHNICAL SERVICES, CONSTRUCTION CONTRACT AND PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF WATER AND SANITATION (DWS)

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:
DIRECTOR-GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

TO BE DEPOSITED IN:
THE BID BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

1st Compulsory briefing session:

Date: 23 January 2023
Time: 10:00am
Venue: Roodeplaat Training Centre
Department of Water and Sanitation
Dwaf-Training Centre, Roodeplaat SH, 2022

2nd Compulsory briefing session:

Date: 24 February 2023
Time: 10:00am
Venue: Statistics South Africa, Koch Street
Salvokop, Pretoria, Rholihlahla Audit
Auditorium-Drum-Auditorium Entrance 1-
Ground Floor
Office contact details for directions
012 943 3300/1/3

TENDERER: (Company address and stamp)

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

T1.1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DWS24-1222 WTE	CLOSING DATE:	15 March 2023	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL ENGINEERING, ELECTRONICS SERVICES, ARCHITECTURAL SERVICES, ENGINEERING GEOLOGICAL/GEOTECHNICAL SERVICES, CONSTRUCTION CONTRACT AND PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF WATER AND SANITATION (DWS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE OF ZWAMADAKA BUILDING 15 FRANCIS BAARD STREET PRETORIA 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Office		CONTACT PERSON	Mr Ezekiel Koadibane/Nhlalakahle Madlala	
TELEPHONE NUMBER	012 336-6562 /7780 / 8241 / 7596		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bidenquirieswte@dws.gov.za		E-MAIL ADDRESS	KoadibaneE@dws.gov.za _madlalanh@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.

SBD1

T1.2 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:



DEPARTMENT OF WATER AND SANITATION (DWS)

INVITATION TO TENDER

BID: DWS24-1222 WTE

TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES COVERING: CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL ENGINEERING, ELECTRONICS SERVICES, ARCHITECTURAL SERVICES, ENGINEERING GEOLOGICAL/GEOTECHNICAL SERVICES, CONSTRUCTION CONTRACT AND PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE DEPARTMENT OF WATER AND SANITATION (DWS)

The most important principles of the proposed term contracts are:

- The purpose of this document is to provide terms of reference for the appointment of proven experienced and qualified professional service providers in a three (3) year term contract to render services to the Department of Water and Sanitation on an “as and when required” basis.
- Contracts will apply to new and existing infrastructure projects, including Regional Bulk Infrastructure Grant (RBIG), Accelerated Community Infrastructure Programme (ACIP), Dam Safety and Rehabilitation Programme (DSRP), sanitation projects, etc.
- All contracts will be managed according to the latest ECSA ((Engineering Council of South Africa) Guideline Scope of Services and Tariff of Fees as per Government Gazette) and rates gazetted for other professional fields such as Quantity Surveyors; Construction Project Managers; Architects; etc.
- Only those Tenderers, who have in their management and employment suitably registered Professional Persons in accordance with the relevant South African legislation for Professionally Registered Persons and in terms of the relevant professional bodies, are eligible to submit tenders

Tender documents shall be available from the **Department of Water and Sanitation website and e-Tender portal for free downloads.**

First compulsory clarification/briefing meeting with the representative of the employer was held on the 23 January 2023, at 10:00am at: Roodeplaas Training Centre, Department of Water and Sanitation, Dwaf-Training Centre, Roodeplaas SH, 2022.

Second compulsory clarification/briefing meeting with the representative of the employer will be held on the 24 February 2023, at 10:00am at: Statistics South Africa, Koch Street, Salvokop, Pretoria. Rholihlahla Audit Auditorium-Drum-Auditorium Entrance 1-Ground Floor.

Bidders who arrive late arrival will not be permitted to attend the meeting once the presentations have commenced.

Completed tenders in Black ink, in a sealed envelope and clearly marked **BID: DWS24-1222 WTE**

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS” must be placed in the Tender Box, situated on the Ground Floor, ZwaMadaka Building, 157 Francis Baard Street, Pretoria, not later than

Tenders shall remain valid until they are adjudicated and no late, faxed, e-mailed or other form of tender will be accepted.

Department of Water and Sanitation reserves the right to accept the whole or part of any tender or not to consider any tender submitted.

Terms of Reference

1. Background

- 1.1 The legislative mandate of the Department of Water and Sanitation (DWS) seeks to ensure that the country's water resources are protected, managed, used, developed, conserved, and controlled through regulating and supporting the provision of quality water and restoring the dignity of people through sanitation. DWS is responsible for the development, operations, maintenance, and rehabilitation of water resources infrastructure assets for the country. It distributes bulk water in terms of the National Water Act (No. 36 of 1998) to authorized users. The Department's responsibility is to design, develop, construct, and maintain infrastructure assets comprising of dams, tunnels, pipelines, canals, pump stations, Wastewater Treatment Plants (WWTP's), Water Treatment Plants (WTP's), sanitation infrastructure, building, and associated infrastructure that is positioned across Southern Africa.
- 1.2 The purpose of this tender is to appoint Professional Service Providers (PSP's) from proven experienced, qualified companies to render multi-disciplinary Professional Civil-, Structural-, Electrical-, Electronics, Mechanical Engineering, Architectural, Engineering Geology/Geotechnical, Construction Contracts and Project and Construction Management Services on an as-and-when required basis for a period of 3 years in water and sanitation infrastructure projects.
- 1.3 The Infrastructure Management Branch is seeking work plans from service providers that are fully conversant with the civil, mechanical, electronic, electrical, and structural engineering design codes and software, project management tools and scheduling software, SANS Design Codes, concrete technology and specifications, Design codes for water retaining structures, and knowledge on the use of BIM software e.g., Autodesk software. The bidder must be qualified with suitable experience to render the services and must have a team registered professionally with the Professional Councils, e.g., Engineering Council of South Africa (ECSA) for Engineers and the South African Council for the Project and Construction Management Professions (SACPCMP) for Project Managers. The bidder shall submit a CV of a Lead Engineer and/or, Project and Construction Manager, Engineering geologists, and/or Archaeologist, and/or Construction Contracts Expert, and their assistants depending on the service(s) each bidder intends to bid for. The team under the lead professionals above stated shall all have suitable experience to render the services on new and existing dams, pipelines, canals, reservoirs, pump stations, wastewater treatment works, water treatment works, sanitation infrastructure as well as hydraulic structures. This Terms of Reference covers all the services required by the Infrastructure Management Branch; however, the bidders shall only bid for the service(s) they qualify for, indicate as such in **Table 1** below.

2. Special Conditions

- PSP rates will be verified for appropriateness using the DPSA Guide on Hourly Fee Rates for Consultants and Professional body's (ECSA/SACAP) fee guide.
- The Department retains the right to appoint other professional service providers (PSP) for some projects.
- The Department reserves the right to appoint more than one company wherein an attempt is made to transfer skills from established companies to companies owned by Historically Disadvantaged Individuals (HDIs). In case such an appointment is done, performance management will be monitored based on a skills transfer plan that will be entered into at the beginning of the project.
- Successful tenderers will not automatically be guaranteed work as the panel will be used on an as-and-when needed basis.
- The Department shall not be obliged to give work to all the organizations on the panel list within or beyond the contract period. Work shall only go out as and when the department requires.
- Contract terms and conditions shall be different from contract to contract and PSPs on the panel shall be selected based on the qualification and performance criteria as well as whatever the rotational model is as determined by the Department.
- The Department may request that its employees be seconded to the relevant PSP for a fixed period to enhance the transfer of specialist skills and knowledge from experienced PSPs to DWS employees.
- Payment shall only be made to those organizations that have been appointed to complete work for the Department.
- Organizations shall not be entitled to any fees by virtue of them being on the panel list (no work no pay).
- The Department will not be liable for the procurement, renting, or leasing of any software that might be required by the PSP.
- All bidders shall indicate by a mark of a cross at the applicable space in **Table 1** below; indicating the preferred professional service(s) they qualify and intend to bid for. Thereafter, DWS will evaluate each bid and qualify accordingly.

TABLE 1: PROFESSIONAL SERVICES REQUIRED

Professional Services	Indication
Structural and Civil Engineering	
Project and Contracts Management	
Mechanical Engineering	
Electronics Engineering	

Electrical Engineering	
Technical Drawings/Draughting Services	
Engineering Geological/Geotechnical Services	
Architectural Services	

- The Department will allow PSPs to make use of outsourced specialist consultants where the required expertise is not available within the company; provided that such personnel is qualified and registered at the relevant institutions. DWS reserves the right to approve such specialist outsourced consultants.
- Appointed PSPs will be reimbursed for tasks such as (but not limited to) Viability Investigations; Preparation of Business Plans; Facility Maintenance Investigation Reports; Operational Reports, Project Audits, etc on a Time-Based fee as per the relevant institution Tariff of Fees.
- DWS reserves the right to appoint a higher category consultant in a lower category.
- DWS also reserves the right to appoint a higher category PSP in a JV with a lower category PSP when of the opinion that the appointed PSP requires assistance and there are opportunities for empowerment.
- DWS reserves the right to appoint any number of responsive consultants for each of the categories.
- The Bidder shall be fully liable for the accuracy, safety, and integrity of his designs and all associated documentation (e.g., but not limited to specifications, drawings, design calculations) provided by him under this Contract.
- The Bidder shall provide a complete CV and relevant experience details of the staff he makes available on this Bid. No deviations from this shall be allowed without the motivation of the circumstances and the consent of the Department.
- Tenderers may only tender under 1 (one) company or 1 (one) consortium – more than 1 (one) submission will result in immediate disqualification.
- Tenderers to indicate on **Table 2** which category is being tendered for on the cover page. Tenderers must only tender for 1 (one) category.

TABLE 2: CATEGORY SELECTION

Category	Projects with a value between	Minimum Required PI Insurance (per annum)
1	Exempted Micro Enterprises (EME) R0 up to R10,0 million	The bidder will be responsible for the full insurance cover (Professional Indemnity) equivalent to 100% of their professional fees for the appointed scope of works.
2	Qualifying Small Enterprises (QSE) > R10 million up to R50 million	
3	Generic Enterprises (GEN) >R50,0 million up to unlimited	

It is the responsibility of DWS to ensure that emerging, competent companies are developed in the water sector that supports the country and the South African Development Community (SADC) and DWS therefore reserves the right to appoint any PSP.

It is also the experience of the Department that many companies receive tenders and contracts but are not successful and that many Joint Venture Companies (JVC) use front HDI's, and transfer of skills never take place. It is further experienced that after signing of the Service Agreement, the HDI's companies disappear from the radar. We as a country need to build reliable and strong Professional Engineering water companies that grow fast and support the country. DWS will monitor and evaluate the growth of small emerging companies and their investment in the development of human resource skills.

This statement is written with the intention to ensure that companies remain in the water and sanitation sector for many years to come and South Africans can have a better life through water and sanitation. Preference will be given to previously disadvantaged companies and consortiums not previously been awarded work by DWS when allocating projects or assignments. DWS reserves the right to assign work to any successful company or consortium. Successful tenderers will not automatically be guaranteed work as the panel will be used on the as-and-when needed basis.

Returnable Documents must be submitted in accordance with the Index given hereafter. Submissions that do not comply will be disqualified:

INDEX FOR SUBMISSION OF RETURNABLE SCHEDULES

No	Returnable Document	Yes	No
1	Company registration certificate issued by Companies and Intellectual Property Commission (CIPC) (to be verified on CSD)		
2.1	Proof of Ownership and Shareholding with relevant ID documentation (to be verified on CSD)		
2.2	Letter of authority of signatory		
3	Letter of Good Standing from Compensation Commissioner (COIDA)		
4	Municipal Account not older than 3 months or Lease Agreement		
5.1	Professional Registration Certificate (ECSA or equivalent) for all Professionals		
5.2	Professional Registration Certificate for all Project Management Professionals		
6	Latest Annual Financial statements		
7	Letter from the bank confirming account or cancelled cheque		
8.1	Company Profile		
8.2	Proposed Project Team CV's and Qualifications		
	1. <i>Civil Engineering Services</i>		
	1.1 <i>Professional Engineer(s) responsible</i>		
	2. <i>Structural Engineering Services</i>		
	2.1 <i>Professional Engineer(s) responsible</i>		
	3. <i>Electrical Engineering Services</i>		
	3.1 <i>Professional Engineer(s) responsible</i>		
	4. <i>Mechanical Engineering Services</i>		
	4.1 <i>Professional Engineer(s) responsible</i>		
	5. <i>Architectural Services</i>		
	6. <i>Technical Drawings/Draughting Services</i>		
	7. <i>Engineering Geological/Geotechnical Services</i>		
	8. <i>Project and Contract Management Services</i>		
	9. <i>Technical & Support Staff</i>		

No	Returnable Document	Yes	No
	10.1 Technicians		
	10.2 Draughtspersons		
	10.3 Site Supervisors		
	10.4 Admin Personnel		
8.3	Track Record & Experience		
	1. Project Experience		
	1.1 Bulk Water Service		
	1.2 Bulk Sewer Services		
	1.3 Roads Infrastructure		
	1.4 Stormwater Infrastructure		
	1.5 Wastewater Treatment Plants and Water Treatment Plants		
	1.6 Reservoirs and Dams		
	1.7 Pump stations		
	1.8 Asset management		
	2. Grant Funding Implementation		
	Returnable Schedules – Forms A to Q		
Form A	Compulsory Enterprise Questionnaire		
Form B	Record of Addenda issued		
Form C	Authority of Signatory		
Form D	Schedule of proposed personnel		
Form E	Schedule of infrastructure and resources		
Form F	Proof of Professional Indemnity Insurance		
Form G	Schedule of previous work		
Form H	Schedule of current assignments		
Form I	Financial reference		
Form J	Certificate of attendance of compulsory briefing meeting		
Form K	Municipal Account or Lease Agreement		
Form L	SBD 4		
Form M	SBD 6.1		
Form N	Declaration of procurement above R10 million		

T1.2 Tender Data

Tender Data

The conditions of tender are the standard conditions of tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross-referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments, and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause	Description
F.1.1	<p>The Employer is: DEPARTMENT OF WATER AND SANITATION Address: ZwaMadaka Building, 157 Francis Baard Street, Pretoria, City of Tshwane, 0001</p>
F.1.2	<p>The Tender documents issued by the Employer comprise of 3 Volumes i.e., the following documents:</p> <p>Volume 1 - Part T1: Tendering Procedures. T1.1 Tender Notice and invitation to tender T1.2 Tender Data</p> <p>Volume 2 – Part T2 : Returnable Schedules T2.1 List of Returnable documents T2.2 Returnable schedules</p> <p>Volume 3 - Part C1: The Contract Data Part C1: Agreement & Contract Data C1.1 Form of offer and acceptance C1.2 Contract Data Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Schedule of Rates – Latest ECSA & SACAP Scale of Fees & Tariffs (as per Government Gazette) Part C3: Scope of Work C3 Scope of Work</p>
F1.3	<p>Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>Enquiries and Technical Information:</p> <p>E-mail address: bidenquirieswte@dws.gov.za KoadibaneE@dws.gov.za/ madlalanh@dws.gov.za</p>
	<p>Reject or accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p>Eligibility Only those Tenderers who have in their management and employment suitably registered Professional Persons in accordance with the relevant South African legislature for Professionally Registered Persons and in terms of the relevant professional bodies, are eligible to submit tenders.</p>
F.2.1.4	<p>Support Resources The Tenderer must indicate resources they intend allocating to this project when requested to do by the employer at any time.</p>

Clause	Description
F.2.1.5	<p>Professional Indemnity Insurance</p> <p>The employer shall not award a contract to any tenderer that does not hold a valid professional indemnity insurance.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>The Tenderer must treat as confidential all matters arising in connection with this tender, use the copy of the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F2.6	<p>Acknowledge Addenda</p> <p>The Tenderer shall acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>The arrangements for a compulsory briefing meeting are as indicated in page 3 of the Invitation to Tender.</p>
F.2.10	<p>Pricing the tender</p> <p>When approached for Request for Proposals (RFPs), PSPs will be expected to price their proposals using the latest gazetted tariff fees (Government Gazette) relevant to the scope of work.</p>
F.2.11	<p>Alterations to documents;</p> <p>The Tenderer must take note of the following;</p> <ol style="list-style-type: none"> a) “No alterations, additions and reductions must be made to the tender document issued by the employer. b) No document must be unbounded or unbundled and other documents which were not part of the document added. c) All additional documents not requested by the employer and the tenderer feels that they might be important, they must be placed in a separate enveloped and be clearly marked “Optional Additional Documents” d) All signatories to the tender offer shall initial all such alterations. e) Erasures and the use of masking fluid are prohibited.
F.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be accepted.</p>
F2.13.	<p>Submitting tender offer:</p> <p>A two-envelope procedure will not be followed</p> <ol style="list-style-type: none"> a) Return all three (3) volumes binded together with a document binder or file after completing them entirely in a sealed envelope with the requested attachments b) All attachments requested must be binded together and submitted as such together with the tender document clearly marker BID DWS24-1222 WTE: Appointment of Professional Services Providers: Required Attachments c) Tenders must be signed by a person duly authorised to do so d) Tenders submitted by Joint Ventures or Consortiums / Partnerships shall be accompanied by the document of formation of such entities e) All tender documents shall be completed in black ink and in case of a mistake or an error, a line must be drawn through the error and authorised full signature and date must be attached.

Clause	Description
F.2.13.5	<p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p>Tender No & Description: BID : DWS24-1222 WTE : Appointment of Professional Services Providers: Required Attachments"</p> <p>Closing date to be indicated on the envelope</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	The Tenderer must Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F2.15	<p>Closing date and time:</p> <p>Closing date: 15 March 2023</p> <p>Closing Time: 11H00</p> <p>Location of Tender box: Ground Floor, ZwaMadaka Building</p> <p>Physical address: 157 Francis Baard Street, Pretoria, 0001</p>
F.2.16	The Tender offer validity period is 120 days
F.2.23	<p>The following actions are unacceptable and warrant an automatic disqualification:</p> <ul style="list-style-type: none"> ♦ Non-registration in the Centralised Supplier Database (CSD) at National Treasury ♦ Non-submission of returnable schedules or not submitting in the required format ♦ If tender does not comply with minimum functionality criteria ♦ Non-registration of Professionals with relevant professional bodies ♦ No valid or required PI Insurance ♦ Companies submitting more than one (1) tender or involved in more than one Joint Venture.
F.3.3.	All late tenders will immediately be disqualified
F.3.4	All Tender offers received will be published in the DWS website
F.3.11.1	<p>Evaluation of Tenders</p> <p>Proposals received will be evaluated on five (5) phases namely: Phase 1-Mandatory requirements, Phase 2- Pre-qualification criteria, Phase 3- Functionality Compliance, Phase 4-Administrative compliance, , and Phase 5-Price and Preference points claimed.</p> <p>There is no Price offer associated with this tender, Project-specific invitations shall be issued in terms of this contract for future projects where Professional Services are required. Pricing for future tasks under this contract shall be determined by application of the relevant DPSA hourly fee rates for consultant, ECSA and SACNASP fee estimation methods to the project's scope of work. The evaluation will then be done in accordance with regulation 6 of Preferential Procurement Regulations 2017.</p> <p>Tenders will be evaluated in accordance with the evaluation criteria as stipulated in the Tender Data. The capacity and the capability of tenderers who submitted offers will be established and those that did not have the capability and capacity to carry out the contract will be eliminated.</p>

Clause	Description																																
	<p>Evaluation Method 2, which entails the balance between Mandatory Compliance and Functionality Functionality Points = max 100 points (Category 1 to 2 threshold = 65) and Max 100 points (Category 3 threshold = 70).</p> <p>Phase 1: Mandatory compliance</p> <p>Firstly, the assessment of completeness and responsiveness (General Acceptability) will be done in terms of the Eligibility evaluation criteria and the minimum threshold be set. A bid must be disqualified if it fails to meet the minimum threshold for General Acceptability as per the bid invitation: The following criteria are set, and all criteria must be met in order to proceed to the next stage</p> <table border="1" data-bbox="304 616 1458 1444"> <thead> <tr> <th data-bbox="304 616 371 654">No</th> <th data-bbox="371 616 1302 654">Criteria</th> <th data-bbox="1302 616 1385 654">Yes</th> <th data-bbox="1385 616 1458 654">No</th> </tr> </thead> <tbody> <tr> <td data-bbox="304 654 371 730">1.</td> <td data-bbox="371 654 1302 730">Bidders must attend the compulsory briefing sessions and bidders name must appear on the attendance register.</td> <td data-bbox="1302 654 1385 730"></td> <td data-bbox="1385 654 1458 730"></td> </tr> <tr> <td data-bbox="304 730 371 806">2.</td> <td data-bbox="371 730 1302 806">Company submitted detailed Company Profile including CV's and Certified Qualifications</td> <td data-bbox="1302 730 1385 806"></td> <td data-bbox="1385 730 1458 806"></td> </tr> <tr> <td data-bbox="304 806 371 918">3.</td> <td data-bbox="371 806 1302 918">Company submitted proof of valid and current Professional Indemnity Insurance from Accredited Financial Service Provider to the value of their bid price</td> <td data-bbox="1302 806 1385 918"></td> <td data-bbox="1385 806 1458 918"></td> </tr> <tr> <td data-bbox="304 918 371 1182">4.</td> <td data-bbox="371 918 1302 1182">All Lead Professionals must be registered with a recognised professional body (certified registration certificates must be submitted). 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Bidders with B-BBEE Status Level other than 1or 2 will not be eligible for further evaluation.</p> <p>NB: Bidders are requested to submit a valid B-BBEE certificate or original Sworn affidavit.</p>	No	Criteria	Yes	No	1.	Bidders must attend the compulsory briefing sessions and bidders name must appear on the attendance register.			2.	Company submitted detailed Company Profile including CV's and Certified Qualifications			3.	Company submitted proof of valid and current Professional Indemnity Insurance from Accredited Financial Service Provider to the value of their bid price			4.	All Lead Professionals must be registered with a recognised professional body (certified registration certificates must be submitted). 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	<p data-bbox="256 286 1505 398">Phase 3: Functionality/Technical Compliance (Civil, Structural, Mechanical, Electronics, Engineering Geology, Technical Drawings/Draughting, Construction Project Management, Electrical & Architectural Disciplines)</p> <p data-bbox="256 450 1505 636">The assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and Functionality points will be allocated as follows for solicitation of bids from Professional Services Providers. Bidders must score at least 65 for Category 1 and 2 and 70 for Category 3 out of 100 in respect of functionality to qualify for advancement to Phase 4.</p> <table border="1" data-bbox="280 719 1489 2089"> <thead> <tr> <th data-bbox="280 719 379 837">No</th> <th data-bbox="379 719 1098 837">Criteria for Category 1 (EME) (Projects valued R0 – R10 million)</th> <th data-bbox="1098 719 1219 837">Point Value</th> <th data-bbox="1219 719 1362 837">Weight of Criterion</th> <th data-bbox="1362 719 1489 837">Bidder Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="280 837 379 920">1.</td> <td data-bbox="379 837 1098 920">Project Specific Expertise within the Employ of the Tenderer</td> <td data-bbox="1098 837 1219 920"></td> <td data-bbox="1219 837 1362 920">35</td> <td data-bbox="1362 837 1489 920"></td> </tr> <tr> <td data-bbox="280 920 379 1279"></td> <td data-bbox="379 920 1098 1279"> Qualifications Expertise (CV's, Professional Registration Certificates & Qualification Certificates to be provided) <u>Required expertise for this category:</u> Bulk Water and Sanitation infrastructure; Road and Stormwater infrastructure; Project Management; Maintenance/Refurbishment; Water Infrastructure Rehabilitation; Electrical, Mechanical; Buildings & Engineering Structures </td> <td data-bbox="1098 920 1219 1279"></td> <td data-bbox="1219 920 1362 1279"></td> <td data-bbox="1362 920 1489 1279"></td> </tr> <tr> <td data-bbox="280 1279 379 1361">1.1</td> <td data-bbox="379 1279 1098 1361">1 x Professional Engineer /Project Manager/Architecture/Engineering Geologist</td> <td data-bbox="1098 1279 1219 1361">5</td> <td data-bbox="1219 1279 1362 1361"></td> <td data-bbox="1362 1279 1489 1361"></td> </tr> <tr> <td data-bbox="280 1361 379 1480">1.2</td> <td data-bbox="379 1361 1098 1480">1 x Professional Engineering Technologist /Project Management Technologist/Architectural Technologist/Engineering Geology Technologist</td> <td data-bbox="1098 1361 1219 1480">3</td> <td data-bbox="1219 1361 1362 1480"></td> <td data-bbox="1362 1361 1489 1480"></td> </tr> <tr> <td data-bbox="280 1480 379 1599">1.3</td> <td data-bbox="379 1480 1098 1599">1 x Professional Engineering Technician/Project Management Technician/Architectural Technician/Engineering Geology Technician</td> <td data-bbox="1098 1480 1219 1599">2</td> <td data-bbox="1219 1480 1362 1599"></td> <td data-bbox="1362 1480 1489 1599"></td> </tr> <tr> <td data-bbox="280 1599 379 1845">2</td> <td data-bbox="379 1599 1098 1845"> Experience of Lead Professionals: Demonstration of knowledge and level of expertise in water resource engineering projects. 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The Lead Professional's full resume with professional registration certificate must be attached </td> <td data-bbox="1098 1599 1219 1845"></td> <td data-bbox="1219 1599 1362 1845">20</td> <td data-bbox="1362 1599 1489 1845"></td> </tr> <tr> <td data-bbox="280 1845 379 1883">2.1</td> <td data-bbox="379 1845 1098 1883">10 years and more</td> <td data-bbox="1098 1845 1219 1883">5</td> <td data-bbox="1219 1845 1362 1883"></td> <td data-bbox="1362 1845 1489 1883"></td> </tr> <tr> <td data-bbox="280 1883 379 1921">2.2</td> <td data-bbox="379 1883 1098 1921">8 – 10 years</td> <td data-bbox="1098 1883 1219 1921">4</td> <td data-bbox="1219 1883 1362 1921"></td> <td data-bbox="1362 1883 1489 1921"></td> </tr> <tr> <td data-bbox="280 1921 379 1960">2.3</td> <td data-bbox="379 1921 1098 1960">6 - 8 years</td> <td data-bbox="1098 1921 1219 1960">3</td> <td data-bbox="1219 1921 1362 1960"></td> <td data-bbox="1362 1921 1489 1960"></td> </tr> <tr> <td data-bbox="280 1960 379 1998">2.4</td> <td data-bbox="379 1960 1098 1998">4 – 6 years</td> <td data-bbox="1098 1960 1219 1998">2</td> <td data-bbox="1219 1960 1362 1998"></td> <td data-bbox="1362 1960 1489 1998"></td> </tr> <tr> <td data-bbox="280 1998 379 2036">2.5</td> <td data-bbox="379 1998 1098 2036">0 – 4 years</td> <td data-bbox="1098 1998 1219 2036">1</td> <td data-bbox="1219 1998 1362 2036"></td> <td data-bbox="1362 1998 1489 2036"></td> </tr> <tr> <td data-bbox="280 2036 379 2089">3</td> <td data-bbox="379 2036 1098 2089">Infrastructure</td> <td data-bbox="1098 2036 1219 2089"></td> <td data-bbox="1219 2036 1362 2089">20</td> <td data-bbox="1362 2036 1489 2089"></td> </tr> </tbody> </table>				No	Criteria for Category 1 (EME) (Projects valued R0 – R10 million)	Point Value	Weight of Criterion	Bidder Score	1.	Project Specific Expertise within the Employ of the Tenderer		35			Qualifications Expertise (CV's, Professional Registration Certificates & Qualification Certificates to be provided) <u>Required expertise for this category:</u> Bulk Water and Sanitation infrastructure; Road and Stormwater infrastructure; Project Management; Maintenance/Refurbishment; Water Infrastructure Rehabilitation; Electrical, Mechanical; Buildings & Engineering Structures				1.1	1 x Professional Engineer /Project Manager/Architecture/Engineering Geologist	5			1.2	1 x Professional Engineering Technologist /Project Management Technologist/Architectural Technologist/Engineering Geology Technologist	3			1.3	1 x Professional Engineering Technician/Project Management Technician/Architectural Technician/Engineering Geology Technician	2			2	Experience of Lead Professionals: Demonstration of knowledge and level of expertise in water resource engineering projects. Relevant competency and qualifications must be clearly demonstrated. The Lead Professional's full resume with professional registration certificate must be attached		20		2.1	10 years and more	5			2.2	8 – 10 years	4			2.3	6 - 8 years	3			2.4	4 – 6 years	2			2.5	0 – 4 years	1			3	Infrastructure		20	
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3	Infrastructure		20																																																																		

Clause	Description			
	1. Fully Operational Office including facilities, tools, equipment, computer hardware, and required registered design and drafting software. 2. Technical Capability including resources plan and technical support staff.			
3.1	Demonstrated compliance to all requirements	5		
3.2	Demonstrated compliance to only one requirement of the two.	3		
4.	Transfer of Skills A thorough plan showing how DWS Engineering Candidates will be trained when required by the client. The plan must clearly indicate the training program to be followed to enable candidates to be registered as Professionals.		10	
4.1	Excellent plan	5		
4.2	Good Plan	3		
4.3	Satisfactory plan	1		
5	Track Record, Company previous work schedule/experience (projects up to R10 million) and understanding of Projects at Provincial & Municipal Level The number of successful completions of similar projects by the Company. Signed letters must be provided.		15	
5.1	10 or more projects	5		
5.2	8 – 10 projects	4		
5.3	6 – 8 projects	3		
	4 – 8 projects	2		
	0 – 4 projects	1		
	Total	100		
	MINIMUM THRESHOLD	65		

No	Criteria for Category 2 (QSE) (Projects valued R10 – R50 million)	Point Value	Weight of Criterion	Bidder Score
1.	Project Specific Expertise within the Employ of the Tenderer		30	
	Qualifications Expertise (CV's, Professional Registration Certificates & Qualification Certificates to be provided) <u>Required expertise for this category:</u> Bulk Water and Sanitation infrastructure; Road and Stormwater infrastructure; Project Management; Maintenance/Refurbishment; Water Infrastructure			

Clause	Description				
		Rehabilitation; Electrical, Mechanical; Buildings & Engineering Structures			
	1.1	2 x Professional Engineer /Project Manager/Architecture/Engineering Geologist	5		
	1.2	2 x Professional Engineering Technologist /Project Management Technologist/Architectural Technologist/Engineering Geology Technologist	3		
	1.3	2x Professional Engineering Technician/Project Management Technician/Architectural Technician/Engineering Geology Technician	2		
	2	Experience of Lead Professionals: Demonstration of knowledge and level of expertise in water resource engineering projects. Relevant competency and qualifications must be clearly demonstrated. The Lead Professional's full resume with professional registration certificate must be attached		20	
	2.1	12 years and more	5		
	2.2	10 – 12 years	4		
	2.3	8 - 10 years	3		
	2.4	4 – 6 years	2		
	2.5	0 – 4 years	1		
	3	Infrastructure 1. Fully Operational Office including facilities, tools, equipment, computer hardware, and required registered design and drafting software. 2. Technical Capability including resources plan and technical support staff.		20	
	3.1	Demonstrated compliance to all requirements	5		
	3.2	Demonstrated compliance to only one requirement of the two.	3		
	4.	Transfer of Skills A thorough plan showing how DWS Engineering Candidates will be trained when required by the client. The plan must clearly indicate the training program to be followed to enable candidates to be registered as Professionals.		10	
	4.1	Excellent plan	5		
	4.2	Good Plan	3		
	4.3	Satisfactory plan	1		
	5	Track Record, Company previous work schedule/experience (projects up to R10 million) and understanding of Projects at Provincial & Municipal Level		20	

Clause	Description			
	The number of successful completions of similar projects by the Company. Signed letters must be provided.			
5.1	12 or more projects	5		
5.2	10 – 12 projects	4		
5.3	8 – 10 projects	3		
	4 – 8 projects	2		
	0 – 4 projects	1		
	Total	100		
	MINIMUM THRESHOLD	65		

No	Criteria for Category 3 (GEN) (Projects valued R50 million – unlimited)	Point Value	Weight of Criterion	Bidder Score
1.	Project Specific Expertise within the Employ of the Tenderer		15	
	Qualifications Expertise (CV's, Professional Registration Certificates & Qualification Certificates to be provided) <u>Required expertise for this category:</u> Bulk Water and Sanitation infrastructure; Road and Stormwater infrastructure; Project Management; Maintenance/Refurbishment; Water Infrastructure Rehabilitation; Electrical, Mechanical; Buildings & Engineering Structures			
1.1	3 x Professional Engineer /Project Manager/Architecture/Engineering Geologist	5		
1.2	3 x Professional Engineering Technologist /Project Management Technologist/Architectural Technologist/Engineering Geology Technologist	3		
1.3	3x Professional Engineering Technician/Project Management Technician/Architectural Technician/Engineering Geology Technician	2		
2	Experience of Lead Professionals: Demonstration of knowledge and level of expertise in water resource engineering projects. Relevant competency and qualifications must be clearly demonstrated. The Lead Professional's full resume with professional registration certificate must be attached		20	
2.1	15 years and more	5		
2.2	12 – 15 years	4		
2.3	8 - 12 years	3		
2.4	4 – 8 years	2		

Clause	Description			
2.5	0 – 4 years	1		
3	Infrastructure 1. Fully Operational Office including facilities, tools, equipment, computer hardware, and required registered design and drafting software. 2. Technical Capability including resources plan and technical support staff.		20	
3.1	Demonstrated compliance to all requirements	5		
3.2	Demonstrated compliance to only one requirement of the two.	3		
4.	Transfer of Skills A thorough plan showing how DWS Engineering Candidates will be trained when required by the client. The plan must clearly indicate the training program to be followed to enable candidates to be registered as Professionals.		10	
4.1	Excellent plan	5		
4.2	Good Plan	3		
4.3	Satisfactory plan	1		
5	Track Record, Company previous work schedule/experience (projects up to R10 million) and understanding of Projects at Provincial & Municipal Level The number of successful completions of similar projects by the Company. Signed letters must be provided.		35	
5.1	15 or more projects	5		
5.2	12 – 15 projects	4		
5.3	8 – 12 projects	3		
	4 – 8 projects	2		
	0 – 4 projects	1		
	Total	100		
	MINIMUM THRESHOLD	70		

Phase 4: Administrative compliance

Bidders are required to comply with the following. -Failure to comply may lead to disqualification of the bid.

No	Criteria	Yes	No
1	Valid Registration in the Centralised Supplier Database (CSD) at National Treasury. Provide MAAA number on SBD1		
2	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach a copy of the CIPC / CIPRO certificate.		
3	The Bid must be signed by a director of the company or duly authorized person, and proof of such authority must be submitted with the bid.		

Clause	Description		
	4	SBD forms (SBD1, SBD 3.3, SBD4, and SBD6.1)	
	5	Tax compliance status pin code (to be verified through CSD or SARS)	
	6	Complete, sign, and submit Standard Bidding Documents forms and Returnable documents	
	7	Company submitted latest annual financial statement, issued in terms of the Companies Act of 2008.	
	8.		
<p>Phase 5: Price and Preference Points</p>			
<p>The 90/10 or 80/20 Principle will be applied in terms of the Preferential Procurement Regulations,2017. The formula used to calculate the price points, during the allocation of projects from the panel, and the preference points that will be allocated will be according to the 2017 PPPFA regulations.</p>			
<p>There is no Price offer associated with this tender, Project-specific invitations shall be issued in terms of this contract for future projects where Professional Services are required. Pricing for future tasks under this contract shall be determined by application of the relevant DPSA hourly fee rates for consultant, ECSA and SACNASP fee estimation methods to the project's scope of work. The evaluation will then be done in accordance with regulation 6 or regulation 7 of Preferential Procurement Regulations 2017</p>			
<p>Attach a valid B-BBEE Certificate or copies thereof. Tenderers who qualify as Exempted Micro Enterprises (EME) may submit a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths confirming its annual total revenue of R10 million or less and indicating B-BBEE Level Contributor. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018.</p>			
<p>In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, the bidder may submit a valid Sworn Affidavit, signed by the QSE representative and attested by a Commissioner of Oaths. (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963). If the QSE is less than 51% black owned, then the bidding entity will be required to provide an original and valid BBBEE Certificate or copies thereof.</p>			
<p>Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted. In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or copies thereof</p>			



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

T2.2 VOLUME 2: RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSE



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

1.1 Name of firm :.....

1.2 VAT registration number:.....

1.3 Company registration number :.....

1.4 TYPE OF FIRM [TICK APPLICABLE BOX]

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

- Civil Engineering Services
- Structural Engineering Services
- Mechanical Engineering Services
- Electrical Engineering Services
- Architectural Design Services
- Project Management Services
- Engineering Geological/Geotechnical Services
- Electronic Engineering Services
- Technical Drawings/Draughting Services

1.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers

1.7 **TOTAL NUMBER OF YEARS THIS FIRM HAS BEEN IN BUSINESS?**

1.7.1 **TOTAL ANNUAL TURNOVER?**

- 1.9 I / We, the undersigned, who warrants that he / she is duly authorised to do so, and I / we acknowledge that:
- (i) The information furnished is true and correct.
 - (ii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;

Name of Tenderer :

Date:

Signature :.....Position:

Full name of signatory:

Witness 1

Witness 2

The following Documents must be attached:

For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

For Companies

Shareholders register

For Joint Venture Agreement

Copy of Joint Venture Agreement between all parties, as well as the documents in (1) or (2) of each Joint Venture Member

Certified ID copies for members of the Tendering Entity

Attached ID copies of all shareholders in Tendering Entity



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM B RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM C AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category. Delete whichever is inapplicable.

Table with 5 columns: A Company, B Partnership, C Joint Venture, D Sole Proprietor, E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board taken on 20.....

Mr/Ms... .., acting in the capacity of was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

1. Chairman
Witness

2. Date
Witness

B. Certificate for partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead Partner		
Partner 1		
Partner 2		
Partner 3		
Partner 4		

D. Certificate for sole proprietor.

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:-

1.
 Witness Signature: Sole owner

2.
 Witness Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

BID: DWS24-1222 WTE



TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM D SCHEDULE OF PROPOSED PERSONNEL

No	Professional	Name	ID No	Pr. No	HDI Status	Male / Female	Signature
1.	Key Personnel (Professional Registered Personnel)						
2	Technical and Support Staff	Number					
	Technicians						
	Draughts Persons / CAD Operators						
	Safety Agents						
	Site Supervisors						
	Administrative Staff						
	Other Support Staff (describe & list)						

Name of Tenderer :Date:

Signature : Position:

Full name of signatory:



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM E SCHEDULE OF INFRASTRUCTURE & RESOURCES

1. BUILDINGS AND OFFICES

No	Description	Address	Floor Area M ²
1	HQ;		
2.	Region;		
3.	Local;		

2. EQUIPMENT AND COMPUTER HARDWARE

No	Description	Size/Memory Capacity	No
1	Computers		
2.	Printers		
3.	Plotters		
4.	Copiers		

3. DESIGN & OTHER COMPUTER HARDWARE

No	Description	User Type	No of Licences
1			
2.			
3.			
4.			

Name of Tenderer :

Date:

Signature : Position:

Full name of signatory:



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM F PROOF OF PROFESSIONAL INDEMNITY

Attach proof of your uninterrupted Professional Indemnity Insurance cover from an Accredited Financial Institution.

No	Name Entity	Professional Body
1		

Name of Tenderer :Date:

Signature :Position:

Full name of signatory:



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM G SCHEDULE OF PREVIOUS EXPERIENCE

Provide proof of 5 similar assignments and projects (Water and Sanitation) completed within the last 10 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							

Name of Tenderer :Date:

Signature : Position:

Full name of signatory:

BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM G SCHEDULE OF PREVIOUS EXPERIENCE (continued)

List projects previously executed or being implemented for Department of Water and Sanitation completed within the last 5 years by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date of Completion	DWS Project Coordinator	Tel No
1.						
2.						
3.						
4.						
5.						

Name of Tenderer :Date:

Signature :..... Position:

Full name of signatory:

BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)



FORM H SCHEDULE OF CURRENT ASSIGNMENTS

Provide proof of current assignments by completing the table

No	Assignment / Project	Value in Rands	Date Assigned	Date Completed	Employer	Contact Person	Tel No
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Name of Tenderer :Date:

Signature :.....Position:

Full name of signatory:



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM I FINANCIAL REFERENCE

1. Banking Information

I/we hereby authorises the Client (Department of Water and Sanitation) to approach the following bank for the purposes of obtaining a financial reference. (Bank letter confirming details to be attached)

Table with 2 columns and 9 rows: Bank Name, Account Name, Account Type, Account Number, Branch Code, Address of Bank, Contact Person, Telephone Number, How long has this Account been in existence

2. Authorised Bank Account Information

I/we hereby authorises the Client (Department of Water and Sanitation) to process all payments due to us through EFT direct to the bank details provided.

Name of Tenderer :.....

Date:

Signature:..... Position:.....

Full name of signatory:
.....



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM J CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING MEETING

This is to certify that I,(Full Name)

ID No:

duly authorised representative of(Tenderer)

Address:
.....
.....

Date:

Attended the briefing meeting on (date) in the presence of;

.....
(Representative of the employer)

I have made myself familiar with the requirements and conditions likely to influence the work and cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the employer that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM K MUNICIPAL ACCOUNT OR LEASE AGREEMENT

Tenderers are required to submit a municipal account bearing the tenderer's name as proof of payment of municipal services.

In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement

The required documents above must form part of the attachments to this Volume.

Failure on the part of the Tenderer to submit and attach the requested form will carry an automatic disqualification.

Name of Tenderer:

Date:

Signature :

Full name of signatory



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM L : BIDDER'S DISCLOSURE – SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this 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.

Table with 3 columns: Full Name, Identity Number, Name of State institution

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:
.....
.....

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:
.....
.....

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.

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.
- 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

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.



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM M

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

SBD 6.1

**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 **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

Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	

1.4 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.

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

80/20

or

90/10

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

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 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

6. BID DECLARATION

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

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

- 7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

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

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 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 *audi alteram partem* (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
.....
.....



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM N DECLARATION OF PROCUREMENT ABOVE R10 MILLION

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), tenderers must complete the following questionnaire

<p>1. Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 <i>If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years</i></p> <p>.....</p> <p>.....</p>	<p>YES/NO</p>
<p>2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?</p> <p>2.1 <i>If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?</i></p> <p>2.2 <i>If yes, provide particulars</i></p> <p>.....</p> <p>.....</p>	<p>YES/NO</p>
<p>3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?</p> <p>3.1 <i>If yes, furnish particulars</i></p> <p>.....</p> <p>.....</p>	<p>YES/NO</p>

<p>4. Will any portion of goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the municipality/municipal entity are expected to be transferred out of the Republic?</p> <p>4.1 <i>If yes, furnish particulars</i></p> <p>.....</p> <p>.....</p>	<p>YES/NO</p>
---	----------------------

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DECLARATION FORM IS
CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

T2.2 VOLUME 3 : CONTRACT DATA



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM OF OFFER

FORM OF OFFER - RENDERING OF SERVICES

(TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the latest scale of fee laid down by ECSA and SACAP as per Government Gazette. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Volume 1 – Tender Data
 - Volume 2 – Returnable Schedules
 - Volume 3 – Contract Data
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify) _____
 - (iv) _____
 - (v) _____

3. I confirm that I have satisfied myself as to the correctness and validity of my bid and that all professional services and disbursements will be invoiced in terms of the relevant institute tariff of fees.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES	
1
2
DATE:



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP)

FORM OF ACCEPTANCE

FORM OF ACCEPTANCE - RENDERING OF SERVICES

(TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PREFERENCE POINTS CLAIMED FOR B-BBEE GOALS	FORM OF REMUNERATION

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



**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; 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.

GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010

NATIONAL TREASURY: Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

TABLE OF CLAUSES

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4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3

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 goods 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 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

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.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, 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.
- 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 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, 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.
- 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 and in such manner, as it 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 supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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 is 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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



BID: DWS24-1222 WTE

TENDER FOR THE APPOINTMENT OF PROFESSIONAL SERVICES PROVIDERS (PSP) GENERIC SCOPE OF WORKS

The services are required for projects such as dams, open channel systems, bulk pipelines, pump stations, wastewater treatment works, water purification works, and appurtenant structures. The scope of service will inter alia include the following on Engineering Projects:

1.1. STRUCTURAL AND CIVIL ENGINEERING SERVICES

- Review and approval of structural concrete and steel designs.
- Check and approve steel reinforcement detailing and bending schedules.
- Compiling steel reinforcement detailing and bending schedules.
- Perform structural concrete and steel designs and submit approved design drawings and reports.
- Compile project specifications and contract documents.
- Provide input into or compile a design criteria memorandum and method statement for a specific task.
- Provide input into or compile a tender design report for a specific design performed.
- Perform inspections on existing facilities to determine and verify structural detail and condition assessment of various water infrastructures.
- Ensuring final designs are compliant with the industry standards and environmental and health and safety regulations.
- Perform specialized hydraulic designs, modelling and setting-up models and prototypes for hydraulic structures, pipelines, canal, abstraction works, dams, spillways, outlet works, stilling basins, measuring structures, siphons, flow control structures, reservoirs, and pump stations.
- Perform vibration and surge analyses on new or existing infrastructure.

1.2. PROJECT AND CONTRACTS MANAGEMENT SERVICES

- Play the lead role in planning, executing, monitoring, controlling, and closing projects.
- Accountable for the entire project scope, project team, resources, and the success or failure of the project.
- Planning, defining, monitoring, controlling, and developing schedules, activities, estimating resources, and activity durations.
- Costs management: Planning, monitoring, controlling, managing, and estimating costs and budgets.

- Quality management: Planning, monitoring, controlling, and identifying quality requirements.
- Risk management: Planning for and identifying potential risks, performing qualitative and quantitative risk analysis, and developing risk mitigation strategies.
- Study the legalities of contracts and help to negotiate terms and conditions with clients and third parties, before drawing up legal documents to outline terms of service and project deliverables.
- Be responsible for compiling, administering, controlling, and management of the construction standard contracts.
- Complete the tender designs and compile a tender design package, define the engineering Scope of work for construction, and the engineering specification for the construction contracts.
- Set up a project management unit to coordinate and ensure effective management of the contract and to ensure that all the deliverables required for the tender design stage are achieved.
- Develop an engineer's programme and cost estimates of the project components.
- Pre-qualify suitable contractors, procure, and evaluate construction tenders, assist in negotiation, and award of construction contracts and prepare conformed contract documentation.

1.3. MECHANICAL

- Mechanical and Electrical designs and modelling
- Be responsible for the optimisation, design, and documentation of pumps, motors, pumping stations, and control & instrumentation of such components.
- Ensure that pump station components are designed to current international best practices, are fit for purpose, and can be constructed on schedule and efficiently, in accordance with the scope of services.
- Perform specialized mechanical services including Flow analysis (CFD), Structural analysis (FEA), Surge analysis, Model studies, Vibration simulation, Fatigue analysis, Pump station performance, and energy analysis and testing, Quality control inspector in accordance with DWS standards, Non-Destructive Testing Services, Crane condition assessment reports, Lifting Equipment testing and certification, Diving services to obtain underwater design parameters, 3D scanning services, Surveying services, Welding inspector, Corrosion inspector, Pump Station VSD optimisation, Research and Development of mechanical water infrastructure.
- Development and compiling new and/or updated Operations and Maintenance manuals for new and existing Dams or Mechanical equipment.
- Provision of the following professional services:
 - Hydraulic and Electrohydraulic Specialist to engineer, evaluate and approve product designs/layouts.
 - Lifting Equipment Specialist with specialist professional Engineer for Crane Assessments and reports.

- Registered Construction Health and Safety (PrCHSA) Agent to assist with compliance in terms of the Construction Regulations (Health and Safety specifications, Audits and Design risks advice)
- Quality Control and Inspection services for mechanical equipment complete with reports and all equipment required. (NDT testing, weld inspections, and approvals, etc)
- Suitably qualified Corrosion Consultant and Cathodic Protection Consultant: The team members shall have passed training in the following courses:
 - Corrosion Engineering course
 - Water Industry Course
 - Economics of Corrosion
 - Paint supervisor's Course
 - SAQA approved equivalent courses
 - Other international approved courses such as but are not limited to ICORR (UK) Corroder, ACA, NACE, CIP and SSPC (Courses examined by SAQCC (Corrosion Protection)).

1.4. ELECTRONIC SERVICES

- Provision of professional electronic engineering services and systems design for systems associated with DWS infrastructure at various DWS facilities. This includes but is not limited to the following; Electronic Access Control Systems including Biometric Systems, CCTV Surveillance Systems, Security Fences & Intrusion Detection System, Intercom & Public Announcement Systems, Telemetry, and SCADA Systems, Voice & Data Communication Systems, Control Room Planning, Network Equipment Room Planning, Fire Detection and Suppression Systems for the Control and Equipment Rooms, Associated Electrical Power and Backup installations, Determination of requirements for Security Personnel per site.
- All security aligned services shall be provided by competent, experienced Electronics and Electrical Engineering firms specialising in security systems design and installation, registered with the Private Security Industry Regulatory Authority (PSIRA).
- Firms providing security services must be prepared to undergo a vetting process as well as sign a Declaration of Secrecy code as per the provisions of the Protection of Information Act, 1982 (Act 84 of 1982) – in particular, Sections 3-4. They must also acquaint themselves with the provisions of the National Key Point Act, 1980 (Act 102 of 1980) – in particular, Sections 9-10.

1.5. ELECTRICAL SERVICES

- Perform electrical design for new infrastructure and maintenance of existing services covering the following:
 - Electric diagrams / operating diagrams
 - Conceptual layout drawings
 - Earthing requirements

- Surge / lightning protection
- Equipment and conductor ratings considering loading and future fault levels
- Power line route
- Conductor and insulators
- Wind loading used on structure designs
- LV/MV cabling
- Motor Control Centres
- Control Panels
- LV/MV Motors
- Single/Three Phase Transformers
- LV/MV Switchgears
- Distribution Boards
- Diesel Generators
- Indoor and Outdoor Lighting
- Earthing and Lightning Protection
- Ring Main Units
- Flow Meters
- Electrical Actuators

1.6. GEOTECHNICAL ENGINEERING AND ENGINEERING GEOLOGICAL SERVICES

- Demonstration of knowledge on local geology, and experience with geotechnical investigations in water resource infrastructure.
- Experience on Large scale and/ or specialised geotechnical investigations in accordance with SAICE Site Investigation Code of Practice.
- Proven compliance of Environmental, Occupational Health and Safety and other legislative requirements in relation to engineering geological and geotechnical projects.
- Demonstrate an understanding of advance aspects of soil and rock behaviour and be able to provide solutions to various geotechnical problems such as tunnelling, blasting, drilling and rock slope safety assessment.
- Capable to select appropriate strength parameters in the design and analysis of geotechnical structures.
- Estimate safe allowable bearing capacities, soils and rock strength and foundation options.
- Test materials, analyse test results and recommend best suited solutions.

1.7. TECHNICAL DRAWINGS/DRAUGHTING SERVICES

- Conversion of designs or mark-ups to electronic CAD drawings
- Produce reinforcement layout and detail drawings for reinforced concrete structures
- Site layout drawings
- Infrastructure layout and detail drawings

- Construction and as built/record drawings
- Bending schedules
- Civil drawings
- Architectural drawings (SACAP registration required)
- Compile specifications and contract documents
- Perform inspections on existing facilities to determine and verify structural detail, mechanical services, and site layout, and to coordinate construction with plans and specifications
- Collect field data and accurately record findings
- Perform calculations for materials and weight limitations
- Take ideas, sketches, calculations, specifications, and concepts from designers and turn them into detailed, accurate, and final technical drawings/plans.
- 3D representations and visualization
- Structural steelwork layouts
- Modelling of CAD drawings or any other suitable software
- Mechanical and electrical layout and detailed engineering drawings
- Ensuring final designs are compliant with the industry standards and regulations
- Identifying and communicating potential design problems to the rest of the team
- Preparing, reviewing, and redrafting alongside the engineering team
- Comprehensive scanning and plotting services

1.8. GENERAL REQUIREMENTS

- Carry out detailed civil, electrical, and electronic designs and timeously issue construction and manufacturing drawings in accordance with DWS standards, for the approval and acceptance by the DWS Engineer.
- Verify the civil, structural, mechanical, hydraulic, electrical, and electronic designs and provide guidance to the engineering team of DWS to complete these designs and assist in the completion of these designs.
- Evaluate contractor proposals and method statements to ensure compliance with the design intent.
- Respond promptly to any technical queries raised during the construction of the works.
- Act as the Engineer for the Construction Contracts and shall be guided by the General Conditions of Contract (GCC 2015, SAICE), carrying out such duties and assuming such powers and responsibilities as are defined in these Contracts and in the Agreement with DWS, and as are necessary for the performance of the Services.
- Administer the commissioning of the Works.
- Assist in the handover of the Works to DWS.

- Undertake regular inspections and environmental monitoring of all construction activities to ensure compliance with environmental provisions in the contractual specifications and the Environmental Management Plan.
- Monitor the quality of the construction, manufacturing, and/or installation contracts to ensure compliance with the specifications and design intent and notify DWS of any site conditions which may affect the integrity of the design.
- Selection of appropriate chemical dosing equipment and chemicals for dosing in wastewater/water treatment works.
- Compile a practical programme for dosing in wastewater/water treatment works that is in line with recognised DWS standards (at least SANS); have access to SANS documents for DWS employees as and when required.
- Develop project technical specifications and contracts.
- Site investigation and assessment including consultations with client or client's authorized representative and site inspection to develop the scope of work for the project.
- Feasibility study reports.
- Concept and viability (Preliminary Design) involving preparation and finalization of the project concept in accordance with the brief. Prepare preliminary program, advice on the viability of the project, advice the client as to the regulatory and statutory requirements.

2. DELIVERABLES

The deliverables associated with the scope of work are as follows:

- Comprehensive and well-presented to the specified scale final technical drawings and design reports that are compliant with the DWS drawing standards and regulations, in soft copy (editable), PDF format, and/or as hard copies.
- Copies of all CAD files created shall be delivered to DWS upon completion of drawings and shall remain the property of the Department as the Client.
- All the technical drawings shall conform to the DWS guidelines and technical specifications.
- Design Development (Detail Design) including the development of the approved concept to finalize the design, develop project specifications, develop project cost plan, present financial viability, and programme for the project for the client to approve.
- Tender documentation and procurement involving preparation of tender/bid documents including bill of quantities (BOQ), drawings and technical specifications, confirmation, and procurement strategies and procedures necessary for the successful execution of the project.
- Contract Administration and Implementation Supervision involving management, administration, and monitoring of construction contracts and processes, preparation and coordination procedures and documentation, issuing out payment certificates, a record of progress and technical meetings as well as issuing certificates of practical completion.
- Project commissioning and operations personnel training.

- Close-Out reports including completion certificates, final approval certificates, records of necessary meetings, handover, operation, and maintenance of the project.
- The section below describes DWS basic process and the required deliverables: