



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

**REQUEST FOR BID**

**BID NUMBER: WP11515**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE DEVELOPMENT OF THE TOOL FOR IMPLEMENTATION OF THE NATIONAL WATER RESOURCES STRATEGY (NWRS-3) THROUGH THE NATIONAL WATER AND SANITATION MASTER PLAN AND FORMULATE THE MONITORING, EVALUATION AND REPORTING FRAMEWORK FOR A PERIOD OF THIRTY-SIX MONTHS (36).**

**ISSUE DATE:**

**14 MAY 2025**

**CLOSING DATE:**

**17 JUNE 2025 AT 11:00am**

**NB: Non-compulsory briefing session**

**Date: 28 MAY 2025**

**Time: 09:00 AM**

**Venue: Virtual – MS Teams**

**Link: [Join the meeting now](#)**

**Meeting ID: 359 079 609 163 0**

**Passcode: 8ro93oc9**

**SUBMIT TENDER DOCUMENT**

**ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL**

**PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.**

**TENDERER: (Company address and stamp)**

**SCAM ALERT: BIDDERS ARE ALERTED TO SCAM SYNDICATES OPERATING AS DEPARTMENT OFFICIALS. BIDDERS ARE THEREFORE ADVISED TO REPORT ANY SUSPICIOUS INFORMATION TO THE DEPARTMENT. DEPARTMENT OFFICIALS WILL NOT CONTACT BIDDERS FOR BRIBES IN EXCHANGE OF BID AWARDS**



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

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

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

**TABLE OF CONTENTS FOR BID PROPSALS**

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b> Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. <b>Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bidden or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Resolution of board of Directors for company /close corporation/ partnership	G	The template resolution provided must be completed in full	
Resolution of Board of Directors to enter into consortia or joint ventures	H	The template resolution provided must be completed in full	
Copy of company CIPC certificate	I	Bidders are required to attach a copy of CIPC certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	<b>WP11515</b>	CLOSING DATE:	<b>17 JUNE 2025</b>	CLOSING TIME:	<b>11:00AM</b>
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DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE DEVELOPMENT OF THE TOOL FOR IMPLEMENTATION OF THE NATIONAL WATER RESOURCES STRATEGY (NWRS-3) THROUGH THE NATIONAL WATER AND SANITATION MASTER PLAN AND FORMULATE THE MONITORING, EVALUATION AND REPORTING FRAMEWORK FOR A PERIOD OF THIRTY-SIX MONTHS (36).</b>
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### BID RESPONSE DOCUMENTS

**ALL BID REPOSSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL**

**PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.**

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	<b>Winnie Dolamo</b>
TELEPHONE NUMBER	<b>012 336 8974</b>
FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<a href="mailto:dolamow@dws.gov.za">dolamow@dws.gov.za</a>

### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	<b>Mahadi Mofokeng</b>
TELEPHONE NUMBER	<b>012 336 6560</b>
FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:mofokengm2@dws.gov.za">mofokengm2@dws.gov.za</a>

### 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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<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]
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### 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 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
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**PRICING SCHEDULE**  
**(Professional Services)**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO SUPPORT THE DEVELOPMENT OF THE TOOL FOR IMPLEMENTATION OF THE NATIONAL WATER RESOURCES STRATEGY (NWRS-3) THROUGH THE NATIONAL WATER AND SANITATION MASTER PLAN AND FORMULATE THE MONITORING, EVALUATION AND REPORTING FRAMEWORK FOR A PERIOD OF THIRTY-SIX MONTHS (36)..**

NAME OF BIDDER: .....PROJECT NO: **WP11515**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **17 JUNE 2025**

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total  
 Estimated time for completion of all phases and including all  
 Expenses inclusive of all applicable taxes for the project.

R.....

3. PHASE ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND  
 MAN-DAYS TO BE SPENT

..... R..... Days

..... R..... Days

..... R..... Days

3.1. Travel expense (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED  
 AMOUNT

RATE

QUANTITY

..... R..... R.....

..... R..... R.....

..... R..... R.....

TOTAL: R.....

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

3.2. Other expenses, for examples accommodation (specify, e.g. Three  
 Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.).

correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURED	RATE	QUANTITY
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

6. Are the rates quoted firm for the full period of contract?

\*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Ms Mahadi Mofokeng

Tel: 012 336 6560

E-mail address: [mofokengm2@dws.gov.za](mailto:mofokengm2@dws.gov.za)

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of 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**

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



2.3.1 If so, furnish particulars:

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

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

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

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Price

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

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

Where:

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

$P_t$  = Comparative price of bid under consideration

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

#### Preference point system

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

Documents Requirement for verification of Points allocation: -

#### Procurement Requirement

Women

Disability

Youth

Location

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

#### Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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



**Women, disability, and youth:**

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

**Location of enterprise**

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

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

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

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

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

Where

**PC**= Points awarded for specific goal

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

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

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**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.

## **TABLE OF CLAUSES**

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the



cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">(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</p>

		(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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
(project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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*The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(code)*



Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.

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3.

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8.

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Held at \_\_\_\_\_  
\_\_\_\_\_  
(place)  
on \_\_\_\_\_  
(date)  
e)

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

- B. \*Mr/Mrs/Ms: \_\_\_\_\_ in \_\_\_\_\_ \*his/her  
Capacity as: \_\_\_\_\_ (Position in the  
Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(code)Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



## LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

<b>ENTERPRISE STAMP</b>

## **TERMS OF REFERENCE**

**FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER  
TO SUPPORT THE DEVELOPMENT OF THE TOOL FOR  
IMPLEMENTATION OF THE NATIONAL WATER RESOURCES  
STRATEGY (NWRS-3) THROUGH THE NATIONAL WATER AND  
SANITATION MASTER PLAN AND FORMULATE THE MONITORING,  
EVALUATION, AND REPORTING FRAMEWORK FOR A PERIOD OF  
THIRTY-SIX (36) MONTHS.**

Specialist Unit: Water Resource Management Policy, Strategy and Evaluation

Department of Water and Sanitation

Private Bag X313

Pretoria. 0001

Republic of South Africa

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9. Administrative Compliance
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## **1. PURPOSE**

- 1.1 To appoint a qualified service provider to develop an implementation and performance monitoring and evaluation system to monitor the implementation of the National Water Resource Strategy Third Edition (NWRS-3) through the National Water and Sanitation Master Plan over a period of thirty-six (36) months.

## **2. INTRODUCTION AND BACKGROUND**

- 2.1 South Africa is a water-scarce country, and despite these challenges, it has done well in harnessing this resource in support of the country's economy and vibrant society. This was and still is achieved through effective water resources planning, infrastructure development and effective service delivery. However, the country is still facing various challenges with regard to its water resources and management thereof. Various concerns have been raised regarding pollution and resource quality, water security for both social and economic development as well as service quality. These concerns must be addressed as they have major social, economic environment, legal and political impacts on the lives of South Africans and businesses.
- 2.2 Government policy since 1994 has focused on equitable, efficient, and sustainable socio-economic development for the benefit of all South Africans. However, at the time, many existing laws, including the law relating to water, were not all appropriate for achieving these objectives. The National Water Policy (NWP), approved by Cabinet in 1997, was introduced in response to the new direction set by the government as part of a thorough review of existing water law. From the 1997 National Water Policy, the three fundamental objectives for managing water resources arise. These objectives are the basis upon which the National Water Act (36 of 1998) is built.
- 2.3 The NWA is the principal legal instrument relating to water resources management in South Africa and contains comprehensive provisions for the protection, use, development, conservation, management, and control of the country's water

resources. It is these legal provisions that enable the proposals in the NWP to be implemented through the formulation and review of the Act regulating the Sector as well as the Strategies thereof.

- 2.4 The National Water Resources Strategy (NWRS), is the policy framework for implementing and operationalizing the National Water Act (NWA) and it is binding on all authorities and institutions implementing the NWA. The NWRS sets out the strategies, objectives, plans, guidelines and procedures of the Minister, and the institutional arrangements relating to the protection, use, development, conservation, management, and control of water resources within the framework of existing relevant government policy to achieve the purpose of the NWA and any compulsory national standards prescribed under section 9(1) of the Water Services Act, 1997 (Act No. 108 of 1997).
- 2.5 The NW Act is not, however, the only instrument through which the objectives of the NWP will be achieved. Since water is essential for all life and human endeavors, there are many other policies and laws, administered by several Departments in all spheres of government, which govern activities impacting or affected by water resources management which are also taken into consideration. This also aligned with the approach adopted by the Department, to look at management of water in the entire water and sanitation value chain– from source to tap and back to source.
- 2.6 The NWRS provides the foundation for the water circular economy and for the water use sectors like municipal, agriculture, industry, and mining. In the municipal space, the Water Services Act (WSA) stipulates that everyone has a right access to basic water supply and basic sanitation. The NWRS lays the foundation for the obligation to ensure that all people in South Africa have access to effective, reliable, affordable, and sustainable water and sanitation services. The provision of water and sanitation services must be in line with the national priorities in the National Government Priority Outcomes.
- 2.7 Provision of water and sanitation services is dependent on national water resources being managed, developed, and used in support of various national

policies, principles, objectives and imperatives. Therefore, the water and sanitation services need to be provided in a manner that is consistent with the broader goals of integrated water resources management (e.g., interventions to improve the management of urban runoff/stormwater to mitigate against pollution of precious water resources).

- 2.8 The National Water Resource Strategy is the primary mechanism to manage water across all sectors towards achieving the national government's development objectives. The NWRS-1 was published in 2004, and the second edition (NWRS-2) was published in 2013 and was the blueprint for water resources management in South Africa.
- 2.9 The purpose of the third edition of the National Water Resource Strategy (NWRS-3) is to ensure the protection and management of water resources to enable equitable and sustainable access to water and sanitation services in support of socio-economic growth and development for the well-being of current and future generations in South Africa. The NWRS-3 is a strategy for all sectors and stakeholders who use and impact upon South Africa's water resources and it responds to the NWA by outlining strategic objectives and actions which are then carried forward for resourcing and implementation in the National Water and Sanitation Master Plan (NW&SMP).



2.10 The relationship between the National Water Act (NWA), Water Services Act (WSA), National Water Resources Strategy Third Edition (NWRS-3) and the National Water and Sanitation Master Plan (NW&SMP) *is illustrated below*:



2.11 The NWRS-3 comprises three overarching goals:

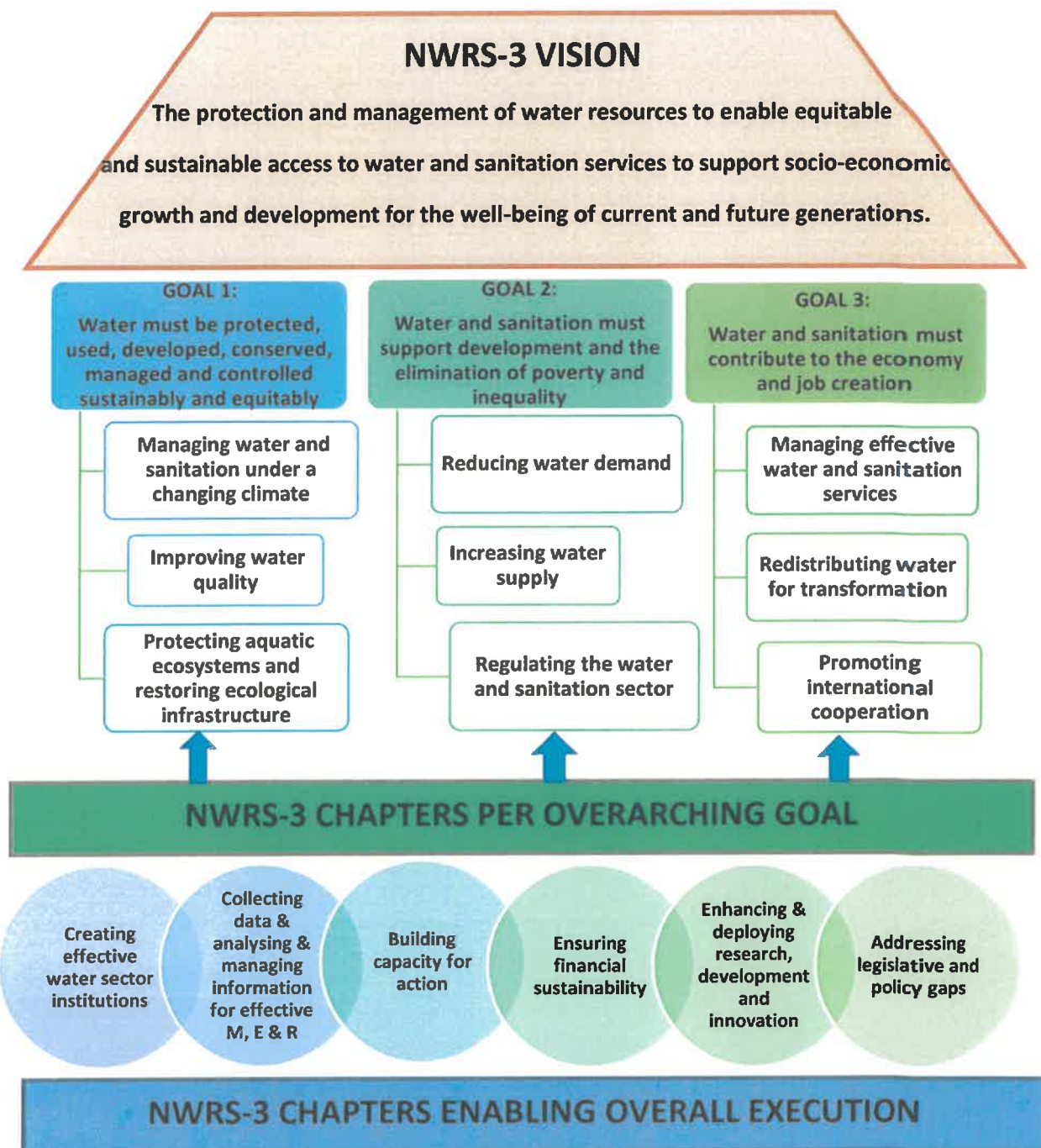
- Water must be protected, used, developed, managed, and controlled sustainably and equitably.
- Water and sanitation must support the development and elimination of poverty and inequality.
- Water and sanitation must contribute to the economy and job creation.

2.12 The various chapters contained in the strategy are aligned to the achievement of the goals, as well as to the creation of an enabling environment to aid in the achievement of the goals. Each chapter of the strategy contains various key strategic objectives and strategic actions for the implementation of the NWRS-3 and these are carried forward for resourcing and execution within the National Water and Sanitation Master Plan (NW&SMP).

The various chapters of the NWRS-3 are outlined below as follows:

- Reducing water demand and increasing supply;
- managing effective water and sanitation;
- regulating the water and sanitation sector;
- redistributing water for transformation;
- promoting international cooperation;
- managing water and sanitation services under a changing climate;
- improving water quality; and
- protecting & restoring ecological infrastructure, for the green economy;
- the creation of effective water sector institutions;
- data collection, analysis and information management for effective monitoring, evaluation and reporting,
- building capacity for action,
- ensuring financial sustainability,
- enhancing and deploying research, development and innovation, and
- addressing legislative and policy gaps.

Each Chapter of the NWRS-3 has been assigned and championed by the DWS Chapter Leaders, who will form part of the Project Management Committee (PMC).



**Figure 1, depicting the NWRS-3 structure**

2.13 During the development of the NWRS-3 a broad range of stakeholders were consulted through a highly inclusive process. Therefore, the NWRS-3 represents the aspirations of many South African individuals and institutions, building upon existing policy, legislative mandates and the strategic vision of our government, including development and economic growth ambitions.

- 2.14 The focus areas of the NWRS-3 have Strategic Actions captured under Strategic Objectives, which will be operationalized and implemented via the National Water and Sanitation Master Plan (NW&SMP) where key programmes will be prioritized, budgeted for, assigned responsibility, and executed by the entire water and sanitation sector partners, with DWS assuming overall responsibility as the sector leader.
- 2.15 The effort by the Department of Water and Sanitation towards the development and the final approval of the NWRS-3 by the Cabinet was immense and commendable. The consultations with the various sectors and the comments received highlighted great interest and commitment from stakeholders in contributing towards the effective and efficient management of water for equitable and sustainable growth and development. There is a need to continue the good work and sustain the momentum and engagement of stakeholders in the implementation of the NWRS3.
- 2.16 The implementation of the NWRS-3 highlights that each sector will be mobilized to develop its own implementation plan in which key areas of importance for that specific sector will be addressed in line with the strategic priorities.

### **3. OBJECTIVES OF THE PROJECT**

- 3.1 To develop the Performance Monitoring and Evaluation and Reporting System to monitor the effective implementation of the NWRS-3 through the National Water and Sanitation Master Plan (NWSMP).

## **4 SCOPE AND EXTENT OF THE WORK**

*The appointed service provider will be required to do the following:*

- 4.1 Prepare inception report which confirms the proposed approach to be followed, budget and milestones, and stakeholder consultation strategy as proposed in the proposal submitted at the bidding stage. This phase is intended to provide an opportunity for the identification, assessment, and interpretation of the nature and

scope of the project and to document all the relevant information available to support the development and implementation of the NWRS-3 Sector monitoring and evaluation system and this must be aligned with the National Water and Sanitation Master Plan which is an implementation part of the NWRS-3. This system must ensure that DWS has effective monitoring, evaluation and reports regarding the progress made during the implementation which will contribute towards the achievement of impact and sustainability and overall objectives of the NWRS-3.

- 4.2 Undertake comparative desktop /documents review and analysis of the NWRS-3 strategic actions and the NW&SMP Strategic actions to identify gaps, synergies, areas of improvement, and conflicts to avoid confusion and ensure alignment between these two documents. The review and analysis of the NWRS-3 and the NWSMP must be undertaken. This will assist in ensuring that the alignment between the 2 documents is established.
- 4.3 Consult key internal and external stakeholders (government and non-government) to develop and endorse their specific actions of the NWRS-3 Implementation to report on its progress. The NWRS-3 is an action-oriented Strategy for the entire water and sanitation sector. It is therefore important that the water and sanitation stakeholders are consulted in the development and implementation of the monitoring and evaluation system. The engagement will be done virtually (MS Team) and physically where necessary. At least 20 engagements (12 physical meetings as and when required) in total with both government and non-government including the DWS NWRS-3 Chapter Leaders.
- 4.4 The stakeholder consultation must be done per sector, with specific workshops for the Agricultural, Forestry, Mining, Business, Local Government, Energy and Civil Society individually to establish sector-specific implementation plans towards a Consolidated monitoring and evaluation system that will enable DWS to effectively have monitoring, evaluation, and reports. The bidder should therefore incorporate stakeholder engagement in the proposal for the different sector engagement workshops, which will be through one meeting per sector, e.g. 1 meeting for the

Agriculture Sector, etc. The DWS will provide the venue as well as catering where necessary, and the PSP to include the travel and accommodation costs in their budget for this bid. Engagements scope will be done in this manner, but this is not limited to the below mechanisms:

- NWRS-3/NWSMP Chapters Team, 1 meeting per chapter clusters.
- One meeting per sector for sector consultation workshops.
- Consolidation of comments and inputs made by the different stakeholders.
- NWRS-3/NWSMP Technical Task Team meetings, 1 meeting per quarter.
- Project Management Committee Meetings are to be held at least once every month during the project life (DWS project unit and PSPs).

4.5 Develop relevant performance measurement plans, M&E tools, and materials (including presentations) for use in communicating with different internal and external stakeholders.

4.6 To ascertain whether progress is being made towards achieving an outcome or impact, performance measures (indicators, baseline and targets) need to be developed and put in place:

4.6.1 Design and implement the NWRS-3 monitoring and evaluation system in consultation with key role players.

4.6.2 This exercise includes: establishing the baseline, developing the performance indicators, setting the targets based on the NWRS-3 overall objectives, outputs and activities, developing the monitoring performance tools (which will be used for data gathering) and **conducting related evaluations** to determine the effectiveness, coherence, efficiency, relevance, impact and sustainability of the implementation of the NWRS-3. This task should be done by aligning the strategic actions of the NWRS-3 with those in the NW&SMP to avoid conflicts and confusion between the two documents.

4.6.3 This will require the development of a performance Monitoring and Evaluation system for monitoring and evaluation of the NWRS-3 Implementation and evaluating its impact and sustainability over time.

4.7 Produce deliverables/outputs and undertake tasks in close consultation with the project management team. Provide the means of verification of the tasks undertaken.

#### **4.8 Reporting**

The Project Level Monitoring performance indicators must be set out according to point 4 above. The means of verification must be defined in the inception report, and this will be completed in conjunction with the DWS task team and Organisation performance monitoring and evaluation directorate.

The appointed PSP shall produce progress performance reports to the Project Manager monthly. These reports will be used as the basis for payment of invoices upon being approved by the Department. The monthly reports should document the following:

- The progress of the work done on the project,
- Expenditure against the approved cash flow estimates.
- Minutes and records of decisions from meetings/workshops.
- Comments Register/matrix of all the comments received.

#### **4.9 Capacity Building and Mentorship.**

The PSP must produce a skills transfer plan for DWS employees that will be identified by the Project Manager. DWS employees identified for training to avail themselves of this critical intervention. The topics to be covered in this training programme will be approved after consultation with the DWS through the Project Manager.

#### **4.10 Expertise of the PSP Team**

A multi-disciplinary team is required to undertake the study. The team should be led by a study team leader with relevant qualifications and experience in the Monitoring and Evaluation of water projects. The project or study team leader will lead a multi-disciplinary team of NWRS-3 Chapter Leaders from DWS for the various components of the NWRS-3 and NW&SMP as outlined under Paragraph 2.12. As such, he/she must have vast experience in water policy and strategy, water resources management, and water services and sanitation management, monitoring and evaluation and, project management.

The study team must comprise multi-disciplinary study team members, with expertise that is appropriate to the various chapters of the NWRS-3 and the NW&SMP. Each PSP Task Leader must be assigned/allocated at least two Chapters of the NWRS-3.

At least one of the study team members must be a monitoring and evaluation (M&E) practitioner who has knowledge and experience in developing and implementing M&E on strategy, policy, programmes and projects and preferably be registered with the South African Monitoring and Evaluation Association (SAMEA).

The study team leader must be supported by a capable and clearly defined administrative support team and a capable facilitator for various sector consultation workshops.

In case of non-performance by any of the study team members, the Bidders must replace that study team member with a suitably qualified and experienced individual within a month.

The expertise of the team will form part of the evaluation of the bid, as in the section on Evaluation of the proposals in this document.



## 5 OUTPUTS TO BE PROVIDED BY THE SERVICE PROVIDERS (PROJECT DELIVERABLES)

5.1 The following outputs are expected from the Service Provider:

No.	Description of Deliverables	Expected outputs Deliverables
1	<b>Inception Phase:</b>  Inception meeting and report:	Inception report and project implementation plan that includes the methodology, activities timeframes and resources required for the assignment (as stipulated in 4.1)
2	<b>Development Phase:</b>  Desktop review and analysis of the NWRS-3 strategic actions to the NW&SMP Strategic actions	(as stipulated in 4.2)  Desktop review of programme documents, including reports and other relevant materials. Develop surveys and an interview guide to gather input from key stakeholders, including DWS staff, and other stakeholders, to understand their perspectives on the NWRS-3 outputs.
3	Engagements with government and non-government stakeholders to consult toward the development of the Implementation Tool.	(as stipulated in 4.3; 4.4)  20 Consultations conducted with key stakeholders.  Evidence of consultations (in-person, surveys and interviews) undertaken with a representative sample of stakeholders identified
4	Development of the NWRS-3 performance measurement plan for the Implementation Tool and System for monitoring the implementation of the NWRS-3.	(as stipulated in 4.5; 4.6; and 4.7)  Performance measurement plan, M&E system and tools developed.

No.	Description of Deliverables	Expected outputs Deliverables
5	Provide means of verification for the work undertaken (Evidence of the review of the monitoring and evaluation work as consulted with key stakeholders and incorporation of input and feedback as appropriate.	Evidence of the work performed (4.7)
6	Minutes, comment matrix, Stakeholder database and Stakeholder engagement record from Stakeholder and other consultation platforms.	(as stipulated in 4.5 & 4.8)
7	Communication materials	(as stipulated in 4.5)
8	Capacity Building	(as stipulated in 4.9)
9	<b>Close-out Phase:</b>  Final delivered to the Department, i.e., a comprehensive Result-based M&E Framework, comprised with (a) Theory of Change – result chain -log frame; (b) Data Collection tools – excel spreadsheet; (c) Online M&E system (this should be done in collaboration with DWS IT) and user manual.	The final product delivered to the Department not limited to, a soft copy of word version and a print-ready PDF version of the Monitoring, Evaluation and Reporting System, excel spreadsheet, etc.

## **6 PERIOD AND DURATION OF THE PROJECT**

- 6.1 The contract period for the development of an implementation and performance monitoring and evaluation system for implementing the National Water Resource Strategy Third Edition (NWRS-3) through the National Water and Sanitation Master Plan is expected to take thirty-six (36) months i.e. 2025 –2028 financial year), after the signing of the SLA by both parties, and the issuing of the order number by supply chain management. The details of which will be set out in the Service Level Agreement (SLA)

## **7 SERVICES TO BE PROVIDED BY THE DEPARTMENT OF WATER & SANITATION.**

- 7.1 The PSP will be responsible for internal and external stakeholder consultations, including consultations with Project Management Committee meetings and NWRS-3/NWSMP Task Team meetings. The Department will also provide information that is accessible to the Department and is necessary for the execution of this project.

## **8 GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS**

- 8.1 The applicant must compile and submit a written project proposal to the Department as follows:
- a. A detailed understanding of the Terms of Reference (ToR) for the project.
  - b. A work breakdown structure containing a list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
  - c. Proposed Project Schedule in a Gantt Chart format.
  - d. A list of deliverables i.e., reports, data, and electronic copies.
  - e. Proposed project team, study team leader and availability of the individual consultant team members. Submission of curricula vitae is required of all persons whom the bidder proposes to execute the tasks.

- f. A reasonable fixed cost estimate per deliverable (including physical meetings) for the project, including VAT.
- g. The Employment Equity policy of the consultant firm.
- h. The Track Record of similar work carried out previously as well as a testimonial letter.

## 9 ADMINISTRATIVE COMPLIANCE

The bidders are required to comply with the following:

NO.	CRITERIA	YES	NO
1	The company must be registered with the National Treasury's Central Supplier Database. Provide proof of printout from CSD.		
2	Tax compliant with the South African Revenue Services (SARS) (to be verified through CSD)		
3	Complete, sign and submit SBD1, SBD3.3, SBD4 and SBD6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
7	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		
8	Non-compulsory online Briefing Session		

## **10 EVALUATION SYSTEM**

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za).

In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on the 80/20 points system and the evaluation criteria. Two-phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

### **Phase 1: Functional / Technical Evaluation**

#### **Phase 2: Points awarded for Price and Specific Goals (80/20 Preferential System)**

### **10.1 PHASE 1: FUNCTIONAL / TECHNICAL EVALUATION**

The bidder/s are expected to achieve a minimum required score of 70% for functionality to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified.

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Qualifications and experience of Project Team Leader.	The project team leader should be someone who holds a minimum post-graduate qualification in any of the following:	15	15	
	Public Policy / Development Studies / Environmental Law / Finance/ Economic) / Water Resource Management /Environmental /Natural Science / Project Management / Social Science / Monitoring & Evaluation.			
	Demonstrated capability and experience in monitoring and evaluation			
	The team leader must have a minimum of 5 years of experience in one of the areas: i.e., Policy / Strategy / legislation development;			
	Policy / Strategy / legislation implementation.			
	Experience designing the Monitoring, Evaluation and Reporting Tool/System.			
	Knowledge of water resources management.			
Expertise of team members	Note: The project Leader must only have at least one of the mentioned expertise above (also as stipulated in 4.10).		25	
	(Attach certified copies of academic qualifications together with their Curriculum Vitae; testimonial letters or references with contact details as proof of past experience)			
	Master's Degree with at least 5 years experience	5		
	Honours Degree with at least 6 years experience	4		
	Bachelor's Degree with at least 7 years experience	3		
	B-Tech Degree with at least 8 years experience	2		
	National Diploma with at least 10 years experience	1		
Expertise of team members	Minimum Postgraduate Qualifications are required from a project team members, in any of the following, appropriate to the Chapters of the NWRS-3 and NW&SMP:		25	
	Environmental / Natural Science; Public Policy; Environmental Law; Social Science; Developmental Studies; Finance and Economics; Monitoring and Evaluation; Water Resource Management, / Climate Change, or related field.  (Attach certified copies of academic qualifications and proof of registration with authorized/professional bodies if they have any, together with their Curriculum Vitae)			

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
<b>Experience of key personnel</b>	100 % Project team members with a Master's degree in one of any of the above-listed qualifications.	5		
	80 % of Project team members with a Master's degree in one of any of the above-listed qualifications	4		
	60 % of Project team members with a Master's degree in one of any of the above-listed qualifications	3		
	40 % of Project team members with a Master's degree in one any of the above-listed qualifications	2		
	20 % of the Project team members with a Master's degree in one of any of the above-listed qualifications	1		
	<p>The multi-disciplinary team members must have knowledge and relevant experience on the appropriate to the Chapters of the NWRs-3 and the NWSMP, and sector legislation and policy as well as implementation systems, link to water services/water resource strategies development and implementation aligned.</p> <p>Experience in developing, advising or reviewing implementation frameworks and supporting implementation.</p> <p>Expertise in developing Monitoring, evaluation and reporting tools to implement the Programme.</p> <p>The team must demonstrate skills in stakeholder engagement and knowledge dissemination (also as stipulated in 4.10).</p> <p>Team members must demonstrate this past key experience by providing evidence of work done before and/or published academic articles in reputable journals, or any published work done on water resource management, policy, strategy, and legislation by the key personnel (must be listed in the CV, with the link to download the report or published work).</p> <p>Each team member must have a minimum of 5 years, of relevant experience appropriate to the NWRs-3 Chapters.</p>	25		
	All the team members have at least 5 years post-qualification relevant experience appropriate to the NWRs-3 Chapters and their discipline.	5		
	80 % of the team members have at least 5 years post-qualification relevant experience appropriate to the NWRs-3 Chapters and their discipline	4		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	60 % of the team members have at least 5 years post-qualification relevant experience appropriate to the NWRs-3 Chapters and their discipline	3		
	40% of the team members have at least 5 years post-qualification relevant experience appropriate to the NWRs-3 Chapters and to their discipline	2		
	20% of the team members have at least 5 years post-qualification relevant experience appropriate to the NWRs-3 Chapters and to their discipline	1		
<b>Company track record.</b>	Contactable reference letters: Bidders must submit signed reference letters or testimonials from previous clients/employers on similar work completed.		10	
	The letter must include the following details: <ul style="list-style-type: none"> <li>• Company name</li> <li>• Contact details</li> <li>• Period of the contract</li> <li>• Value of the contract</li> </ul>			
	Relevant work experience in Policy/Strategy/Legislation development and implementation plans, related to environmental or water/water resource management.			
	Proven track record, knowledge and experience in developing the performance measurement plan for the Implementation Tool/System for monitoring the implementation of the Policy/Strategy/legislation.			
	Demonstrate skills/knowledge on stakeholder engagement and dissemination of information.			
<b>Methodology</b>	5 completed projects in relevant studies/work mentioned above	5		
	4 completed projects in relevant studies/work mentioned above	4		
	3 completed projects in relevant studies/work mentioned above	3		
	2 completed projects in relevant studies/work mentioned above	2		
	1 completed project in relevant studies/work mentioned above	1		
	Considers the responsiveness to the ToR, the level of detail in the proposal, attention to project management and innovative approaches and ideas. General approach planned methodology and proposed activities towards the undertaking of the project.		15	
	The following items must be clearly indicated in detail:			



Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	1. Project Initiation 2. Project Planning 3. Project Execution 4. Project Monitoring and Control 5. Project Closure.			
	All 5 items above are included.	5		
	4 Items above are included	4		
	3 Items above are included.	3		
	2 items above are included	2		
	1 item above is included	1		
	In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity-building programme aligned to the skills and developmental needs of identified officials responsible for monitoring and evaluation within water and sanitation.		10	
	Capacity building is realized through the following components:			
	1. Development of a capacity-building Programme that entails coaching and mentoring. 2. Involvement of DWS officials identified in all phases of this project. 3. Development of monitoring and evaluation system. 4. Development of the smart key performance indicator. 5. Skill development on the compilation of strategic reports and recommendations based on the implementation of the NWRs-3.			
	The Service provider is requested to attach a capacity-building programme/plan to demonstrate how they will transfer skills.			
	All 5 items above are included.	5		
	4 Items above are included.	4		
	3 Items above are included.	3		
	2 Items above are included.	2		
	1 item above is included	1		
Total			100%	

## 10.2 PHASE 2: PRICE AND PREFERENCE POINT SYSTEM (SPECIFIC GOALS).

### Price:

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

Evaluation elements	Weighing points
SPECIFIC GOALS	20
PRICE	80
<b>TOTAL</b>	<b>100</b>

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

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

Where:

$P_s$  = Points scored for the comparative price of the bid under consideration.

$P_t$  = Comparative price of a bid under consideration

$P_{min}$  = Comparative price of the lowest acceptable bid.

Preference point system:

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
<b>Women</b>	<b>5</b>
<b>People with a disability</b>	<b>5</b>
<b>Youth (35 &amp; below)</b>	<b>5</b>
<b>Location of the enterprise (Province)</b>	<b>2</b>
<b>B-BBEE status level contributors from levels 1 to 2 which are QSE or EME</b>	<b>3</b>
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents required for verification of Points Allocation:

<b>Procurement Requirement</b>	<b>Required Proof Documents</b>
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributions	Valid B-BBE certificate/sworn affidavit.
Levels 1 to 2 which are QSE or EME	Consolidated BEE certificate, in cases of Joint Venture
	Full CSD Report

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

**Women, disability, and youth:**

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

**Location of the enterprise:**

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

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

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

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

$$PC = \frac{Mpa \times P\_own}{100}$$

Where:

**PC** = Points awarded for the specific goal

**Mpa** = The maximum number of points awarded for ownership in that particular category.

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

**Conditions:**

- Bidders are further requested to provide separate financial and technical proposals.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated in the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit valid B-BBEE Status Level Verification Certificates or copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- The Department will conduct due diligence to ensure company stability.
- The department reserves the right to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on the best estimate of the cost of the works.
- Bidders are requested to submit a list of interns or candidates mentored by the company in order to complete their studies or become registered professionals. Provide the list with signed employment agreement, agreement letters with academic institutions or with a regulatory body if any e.g., SACNASP, ECSA, SAICA, CIMA, ACCA, IRBA and others. The service provider will be expected to provide a number of interns recruited or planned to participate in this project within 14 days of receiving an appointment letter from the Department of Water and Sanitation.

## **11 PROJECT MANAGEMENT ARRANGEMENTS**

### **11.1 PROJECT MANAGEMENT COMMITTEE**

The Project Management Committee (PMC) will be made up of members from various NWRS-3 Chapter Leaders and Chapter Teams within the Department as well as the PSP team. The PMC will be led by individuals from the Specialist Unit: Water Resource Policy, Strategy and Evaluation. It is anticipated that the PMC meetings will be held quarterly or as the need arises and will be coordinated by individuals from the Specialist Unit: Water Services Policy, Strategy, and Evaluation.

### **11.2 PROJECT MANAGER**

The Project Manager for this programme is Ms. Mahadi Mofokeng, from the Specialist Unit: Water Services Policy, Strategy and Evaluation.

### **11.3 DATA OWNERSHIP**

All reports, data, calculations, and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Department of Water and Sanitation (DWS) / Department, and the PSP shall deliver all such documents to the DWS together with a detailed inventory thereof. Copyright of all such documents rests with the DWS. The ownership of data and factual information collected by the PSP and paid for by the DWS shall, after payment by the DWS lie with the DWS.

### **11.4 CONTRACT AND INVOICES**

The project timeframe is thirty-six (36) months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on the Project. A Project Progress Report as well as a complete portfolio of evidence for all the deliverables claimed shall accompany each invoice submitted for approval by the Project Manager and payment of the invoices.

### **11.5 FURTHER INFORMATION**

Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender closes.

For further information in this regard, you can contact:

The Acting Director: Water Resource Policy, Strategy and Evaluation Ms. Mahadi Mofokeng on the following contact details: Telephone: 012 336 6560, or Email: [MofokengM2@dws.gov.za](mailto:MofokengM2@dws.gov.za).