



**DEPARTMENT OF WATER AND SANITATION**

**DUE AT 11:00 ON**

**CLOSING DATE:15 JANUARY 2026**

**BID: DWS15-1225 WTE**

**IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE  
INFRASTRUCTURE MANAGEMENT BRANCH OF THE  
DEPARTMENT OF WATER AND SANITATION 3 YEARS  
CONTRACT**

**SUBMIT COMPLETED BID DOCUMENTS TO:**

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

**OR**

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

**Compulsory briefing session:**

Date: **15 December 2025**

Time: **10:00am**

Venue: Roodeplaat Training Centre for the Department of Water and Sanitation.  
Dwaf-Training Centre, Roodeplaat SH, 2022. The Roodeplaat Training Centre is located  
along Moloto Road.

**GPS Coordinates:** 25°37'06.39"S 28°22'07.1"E

Office contact details for directions 012 943 3300/1/3

**BIDDER: (Company address or stamp)**

**COMPILED BY: INFRASTRUCTURE MANAGEMENT BRANCH (IMB)**

**DEPARTMENT OF WATER AND SANITATION**

**BID DWS15 1225 WTE**

**IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE  
INFRASTRUCTUREMANAGEMENT BRANCH OF THE DEPARTMENT OF  
WATER AND SANITATION 3 YEARS CONTRACT**

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INVITATION TO BID (SBD 1)

SECTION 1: LEGALITIES

SECTION 2: TERMS OF REFERENCE

SECTION 3: PRICING SCHEDULE

## SBD 1 - PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:	DWS15 1225 WTE	CLOSING DATE: 15 JANUARY 2026			CLOSING TIME:	11:00	
DESCRIPTION	IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
THE ENTRANCE OF ZWAMADAKA BUILDING							
157 FRANCIS BAARD STREET							
PRETORIA							
0001							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Bid Office			CONTACT PERSON	Ms Nelisiwe Mwandla / Ms Z. Bopape		
TELEPHONE NUMBER	012 336 7780/ 6562/ 8151			CELL NUMBER	012 336 7435 / 012 336 8137		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:bidenquirieswte@dws.gov.za">bidenquirieswte@dws.gov.za</a>			E-MAIL ADDRESS	<a href="mailto:mwandlan@dws.gov.za">mwandlan@dws.gov.za</a> <a href="mailto:BopapeZ@dws.gov.za">BopapeZ@dws.gov.za</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELL PHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER OF THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
<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>							

## SBD 1 - PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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 PIN 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: .....

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**

## **DEPARTMENT OF WATER AND SANITATION**

### **BID DWS15 1225 WTE**

**IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE  
DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT**

#### **SECTION 1: LEGALITIES**

##### **CONTENTS**

1. Instructions to Bidders
2. Declaration of Interest (SBD 4)
3. Preference Points Claim in terms of the Preferential Procurement Regulation, 2022 (SBD 6.1) and  
Annexure 1 (Percentage Ownership Affidavit) and Annexure 2 (Location of Enterprise Affidavit)
4. National Treasury General Conditions of Contract

# **DEPARTMENT OF WATER AND SANITATION**

## **BID DWS15 1225 WTE**

### **IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT**

#### **1. INSTRUCTIONS TO BIDDERS**

##### **CONTENTS**

1. Issuing of documents
2. Queries with respect to this bid
3. Completion of Bids
4. Submission of Bids
5. Signature on Bids
6. General Conditions of Contract
7. Bids to comply with documents
8. Telegraphic bids
9. The Department's right to decline any bid
10. Department is not liable for bidder's expenses
11. Payments made under this contract
12. Evaluation Criteria
13. Rejection of bids
14. Results of bids

## INSTRUCTIONS TO BIDDERS

### 1. ISSUING OF DOCUMENTS

- (a) A complete set of bid documents is issued to a list of prospective Bidders, sourced from National Treasury's Central Supplier Database.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct, or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

### 2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature should be directed to Ms. Nelisiwe Mwandla at [Mwandlan@dws.gov.za](mailto:Mwandlan@dws.gov.za) or Ms. Zanele Bopape at [Bopapez@dws.gov.za](mailto:Bopapez@dws.gov.za) and [bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za).

### 3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **Section 3 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder.**
- (d) The bid documents shall not be separated in any way, nor must any pages be detached from the original documents.

### 5. SUBMISSION OF BIDS

Two copies (one original and one copy) of the bid should be deposited into the tender box at the entrance of Zwamadaka building, 185 Schoeman Street, Pretoria, 0001 which is identified as the tender box of the DEPARTMENT OF WATER AFFAIRS before 11:00 on the closing date given on the SBD-1 form.

The Bid Document shall be completed, signed and submitted as follows:

- a) The original Bid, together with a cover letter and supporting documents, shall be sealed in an envelope endorsed: and the name of the Bidder shall be clearly shown.

#### **"IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT"**

- b) Bids sealed and endorsed as above, may be deposited in the bid box at the entrance of the ZwaMadaka Building, 157 Francis Baard Street, Pretoria and not later than 11:00 on the date stipulated on the front cover of this document.

## **5. SIGNATURE ON BIDS**

If the bid is submitted by a joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

## **6. GENERAL CONDITIONS OF THE CONTRACT**

The General Conditions of Contract (National Treasury 2010), as attached shall be regarded as an integral part of the contract documents.

## **7. BIDDERS TO COMPLY WITH DOCUMENTS**

Where applicable, Bidders must allow in their Bids for all labour, material, machinery, and everything necessary for the execution and completion of the Contract in accordance with the bid documents. No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

## **8. TELEGRAPHIC BIDS**

No bid forwarded by telegram, telex, or facsimile will be considered.

## **9. THE DEPARTMENTS RESERVE A RIGHT TO DECLINE ANY BID**

The Department does not bind itself to accept the lowest or any bid.

## **10. THE DEPARTMENT IS NOT LIABLE FOR THE BIDDER'S EXPENSES**

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

## **11. PAYMENTS UNDER THE CONTRACT**

All payments due to the Bidder in terms of the contract will be done by means of Electronic Fund Transfer.

## **12. EVALUATION CRITERIA**

Bids will be evaluated in four (4) phases as per PPPFA, Act No.5 of 2000 (PPPFA). The bidder scoring the highest points in phase 4 (Price and Specific goals) will be recommended for award. Four (4) evaluation phases as follows:

- **Phase 1: Mandatory Requirements**
- **Phase 2: Technical Evaluation and Specification Compliance**
- **Phase 3: Administrative Compliance**
- **Phase 4: Price and Specific goals**

## **13. REJECTION OF BID**

Bids not complying with the above-mentioned requirements and specifications will be regarded as incomplete and will not be considered.

## **14. RESULTS OF BIDS**

Results of non-acceptance of bids will be sent to individual unsuccessful bidders in due course. Particulars of accepted bids are published weekly in the Government Tender Bulletin.



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the Bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

- 2.3.1 If so, furnish particulars:

.....

---

<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.

.....

### 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 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

---

<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.



## 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)

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

- a) 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	90
SPECIFIC GOALS	10
<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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 3.1.1. POINTS AWARDED FOR PRICE

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

**80/20**

**or**

**90/10**

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

or

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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)
Ownership by Women	2	
Ownership by people with disabilities	2	
Ownership by Youth	2	
Location of enterprise (local equals province) e.g. North West	1	
B-BBEE status level 1 or level 2 contributor who is an EME or QSE	3	
<b>Total points for SPECIFIC GOALS</b>	<b>10</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

## SBD 6.1



- ☐ 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:** .....

.....  
.....

## PREFERENCING SCHEDULE IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

### **1 Preference**

Preferences shall be granted in respect of the following:

#### **1.1 Ownership by women, people with disabilities and youth**

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

where

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

**youth** are people aged between 14 and 35

#### **1.2 Local enterprise**

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the . . . . ., . . . . . or . . . . . Province (e.g. North West) as at the closing time for submissions

#### **1.2 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Qualifying Small Enterprises**

The status of an enterprise is measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e. all enterprises that derive more than 50% of their annual Revenue from Construction Related Activities.

## 2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	<p>B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see <a href="http://www.sanas.co.za/Pages/index.aspx">www.sanas.co.za/Pages/index.aspx</a>) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites:</p> <ul style="list-style-type: none"> <li>○ <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</a></li> <li>○ <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</a></li> <li>○ <a href="http://www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf">www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf</a></li> </ul>

## 3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2022 and claimed by the tenderer are as follows:

Preference claimed		Number of preference points allocation		Preference claimed (tick relevant block)
		90/10 preference points system	80/20 preference points system	
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	<i>[insert provinces where project is located]</i>	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Qualifying Small Enterprises	3	3	

where points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

90 / 10 preference points system:  $NO = 2 \times PS / 100$

80 / 20 preference points system:  $NO = 5 \times PS / 100$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth



PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

#### 4 Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences which are claimed.

Signature:.....

Name:.....

Duly authorised to sign on behalf of:.....

Telephone: ..... Date: .....

Name of witness: ..... Signature of witness:.....

**Note:** Failure to complete the declaration will lead to the rejection of a claim for a preference.

#### ANNEXURE 1: Percentage Ownership Affidavit

I, the undersigned,

full name and surname .....

identity number .....

hereby declare under oath that

1) I am a member / director / owner of the enterprise:

name : .....

trading name, if applicable .....

registration number: .....

physical address: .....

.....

in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have

a) voting rights that are not subject to any limitation; and

b) economic interest.

as indicated below

Name	Economic interest (%)			Identity number
	Women	People with disabilities	Youth	

Where:

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers “substantially limit” as “*if in its nature, duration or effects it substantially limits the person’s ability to perform the essential functions of the job for which they are being considered*” and points out that “*some impairments*” are so easily controlled, corrected or lessened that they have no limiting effects.

**youth** are people aged between 14 and 35

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

**Deponent signature:**

**Date:**

**Commissioner of oaths  
Signature and stamp**

## ANNEXURE 2: Location of enterprise affidavit

I, the undersigned, full name and surname .....  
Identity number .....

hereby declare under oath that

- 1) I am a member / director / owner of the enterprise:

name : .....

trading name, if applicable .....

registration number: .....

physical address: .....

.....  
which is an enterprise which operates from a building together with its land and outbuildings located within the boundaries of the (*name*) Province as at the closing time for submissions

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;

- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

**Attach** proof of ownership of premises or a valid rental agreement with the owner of such premises

**Deponent signature:**

**Date:**

**Commissioner of oaths**  
**Signature and stamp**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## **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.

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7. “Day” means calendar day.
  - 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14. “GCC” means the General Conditions of Contract.
  - 1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

## **2. Application**

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

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.



- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

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

#### **17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

**22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or

any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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

## **DEPARTMENT OF WATER AND SANITATION**

### **BID DWS15 1225 WTE**

#### **IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT**

#### **SECTION 2:            TERMS OF REFERENCE**

#### **CONTENTS**

##### **STIPULATIONS**

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- 2) Audit finding for the financial year 2022/2023
- 3) Legislative requirement for asset management plans
- 4) Scope of contract
- 5) Information
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- 9) Information to be provided in the proposal by the PSP
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## **TERMS OF REFERENCE**

### **IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3 YEARS CONTRACT**

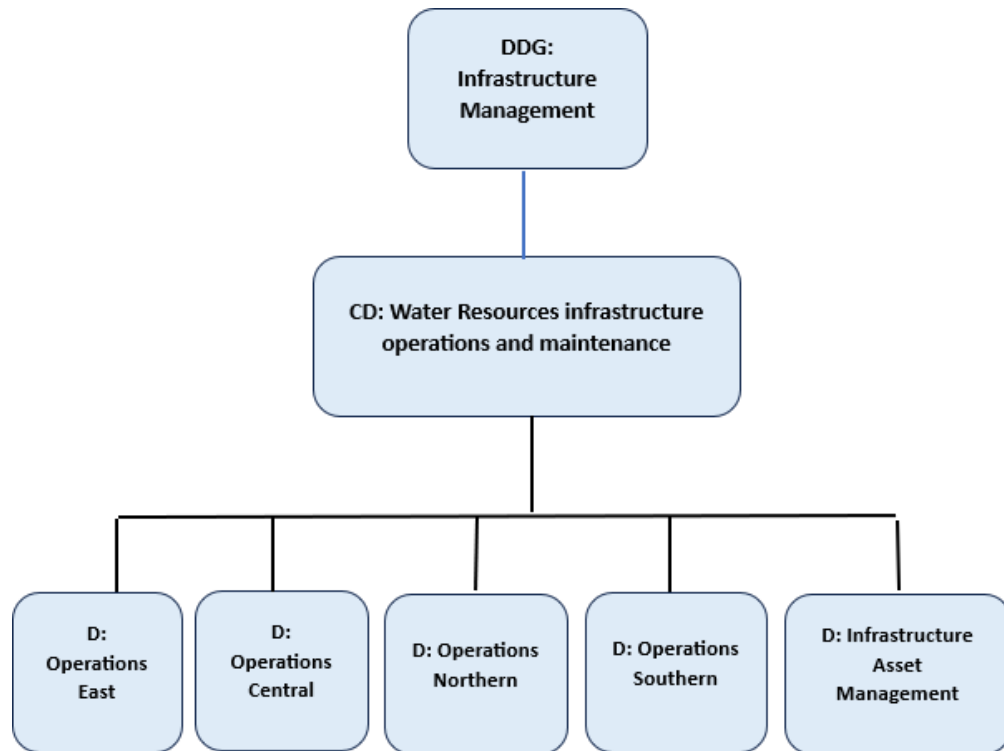
#### **1. BACKGROUND**

The Infrastructure Management Branch (IMB) is responsible for the delivery of raw (untreated) water in terms of the National Water Act (NO. 36 of 1998). The infrastructure within the IMB's control comprises dams, tunnels, pipelines, canals, pump stations and associated infrastructure that span the length and breadth of the country. This infrastructure is an essential lifeline for the industry, including users of national strategic importance such as Eskom power stations and Sasol, for agriculture, and for water service authorities which are responsible for treatment and onward delivery for household and commercial purposes.

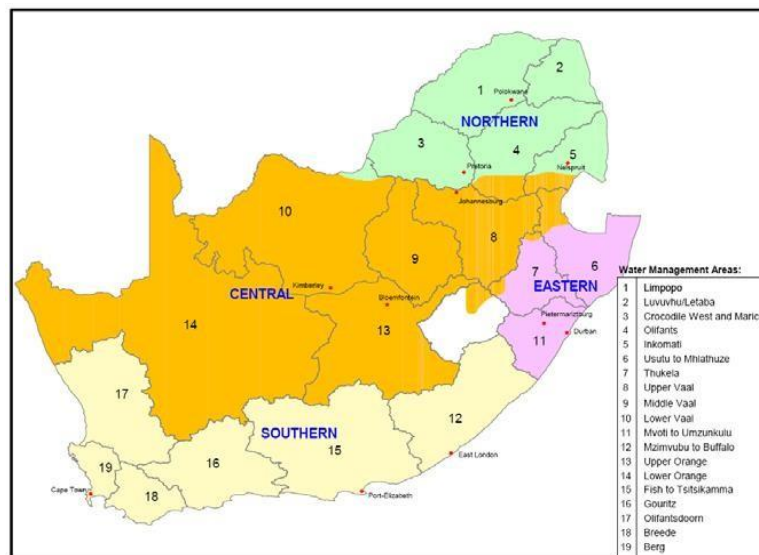
The Operations Chief Directorate in the Department of Water and Sanitation is responsible for the operations and maintenance of the Department's National Water Resources Infrastructure.

The country has been divided into four operational areas, each headed by an Operational Manager; refer to figures 1 and 2 below. A fifth Directorate (Strategic Infrastructure Asset Management) renders technical support to the operational areas.

Financial support to this Chief Directorate is given by the Department's Chief Directorate Finance (Water Trading Entity).



**Figure 1: High level organization establishment**



**Figure 2: Operational areas**

The following statistics gives a better understanding of the extent of existing infrastructure spread throughout the country.

- 257 large water schemes
- 323 large dams
- 8036 km canals

- 171 km tunnels
- 990 km large diameter pipelines
- 56 pump stations – 211 MW installed capacity.
- 3011 measuring facilities
- Other infrastructure
- 28 wastewater treatment works (small, only serves the housing on the schemes)
- 34 water treatment works (small, only serves the housing on the schemes)
- 2581 buildings
- Land and servitude approximately 400 000Ha.

The current replacement cost of the infrastructure is more than R140 billion.

The ability of this infrastructure to perform effectively, in the context of the vagaries of rainfall patterns, is a matter of national consequence, with potential impact on the economy, environment and the quality of life of its people.

In response to this challenge, the Branch has committed to a policy of continuous improvement of the management of the immovable infrastructure, guided by good international practice. To give effect to this, the IMB embarked on an initiative in 2007. The main aspects of the project were as follows:

- verification of the nature, extent, condition, utilization, and criticality of IMB infrastructure across the country.
- preparation of an asset register compliant with the applicable accounting standards;
- preparation of asset management plans in accordance with prevailing legislation.
- establishment of an infrastructure asset management policy and practices manual.
- establishment of the requirements for an asset management information system (AMIS); and
- training.

Phase 2 of the project was commissioned in March 2009 for a period of one year with the aim of consolidating the gains made in the first phase, and to further improve practice in selected areas. The main aspects addressed in phase 2 were as follows:

- mentoring and technical support in updating the asset register in compliance with national treasury requirements on SAP;
- update and selected improvement of the asset management plans (the last update was in 2018);
- preparation of a CAPEX prioritization model;
- preparation of an AMIS Implementation Strategy;
- valuation of various assets (including cross-border); and
- a pilot review of the status of land assets associated with infrastructure.

## **2. AUDIT FINDING FOR THE FINANCIAL YEAR 2022/2023**

### **2.1 The following is an extract of the audit report:**

*b) During the audit of infrastructure assets, it was noted that the entity has no policy in place to guide the maintenance of infrastructure assets in order to embrace planned and unplanned maintenance, repair and refurbishment of infrastructure assets. In addition, having a well-defined infrastructure maintenance policy will*

*allow for the development of the emergency response plan, enabling quick recovery and restoration of essential services during crises. In addition, their AMP is outdated.*

### **3. LEGISLATIVE REQUIREMENT FOR ASSET MANAGEMENT PLANS**

The **GOVERNMENT IMMOVABLE ASSET MANAGEMENT ACT (GIAMA)** requires:

#### ***Revision and amendment of immovable asset management plan***

12. (1) A user—

- (a) must annually revise its user immovable asset management plan after its budget allocations have been finalised by the relevant treasury and must incorporate the revised user immovable asset management plan into its strategic plan;*
  - (b) may amend its user immovable asset management plan in accordance with the prescribed process; and*
  - (c) must submit its revised and amended user immovable asset management plan to the relevant custodian as prescribed.*
- (2) A custodian must annually revise its custodian immovable asset management plan after receipt of the revised and amended user immovable asset management plan or where other factors necessitate such revision.*

ISO 55000 (Asset Management Standard) is deemed the best practice in terms of section 16 of the GIAMA Act. All outputs on this assignment must adhere to the principles of ISO 55000 where applicable.

## **4 SCOPE OF CONTRACT**

### **4.1 Update and improvement of the asset management plans (AMPs)**

The preparation each year of AMPs is required for compliance with the Government Immoveable Asset Management Act. The AMPs (one per cluster as well as a summary national AMP) need to be brought more into the mainstream of the Branch's business planning processes – to inform budgets, tariff adjustments and programs. AMPs for the 2010/11 financial year were developed and updated in 2018. These plans were on a relatively high level and need to be updated annually. Together with updating, each year's documents must also be improved, and more detail must be captured. The service provider must update and improve the 2018 set of AMPs. The latest AMPs are available on the DWS website, the link to these is: <https://www.dws.gov.za/Documents/Default.aspx>

It is not required that the Asset Register be updated, it can be assumed that the current Asset Register is up to date and can be used as is. A good knowledge of SAP will be required to access the asset register as it is housed on DWS' SAP system.

#### **4.1.1 Update and improvement of the Scheme Reports**

A set of scheme reports was developed during 2010 with a previous project. These reports were updated in 2018. The service provider must update and improve the 2018 set of scheme reports. The latest AMPs are available on the DWS website, the link to these is: <https://www.dws.gov.za/Documents/Default.aspx>

Note that the number of schemes differ between the operational areas. The bidder must make provision for this when completing the pricing schedule.

Meetings with individuals or groups of individuals in order to gain information to update the scheme reports must be included in the rate as per the pricing schedule.

#### 4.2. Operation and Maintenance Manuals on Dams

It is a legal requirement in terms of the Dam Safety Regulations (copy will be made available to the successful bidder) that an Operation and Maintenance (O&M) manual, plus an Emergency Preparedness Plan (EPP), must be available at each category 2 & 3 DWS dam. These manuals must be comprehensive enough that a new operator at the dam will be able to successfully operate and maintain such a dam following the O&M manual. The EPPs must be updated on an annual basis to ensure that contact details are current, an example of an EPP will be made available at the time when a PEP is requested. Spreadsheets containing a list of all the dams within each Cluster's responsibility with an indication of the status regarding the O&M manual and the EPP for the dam in terms of the dam safety legislation will be made available to the PSP. It will be expected from the PSP to scrutinize all the dam files at the DWS dam surveillance office to ensure the status regarding the O&M manuals as well as the EPPs. The PSP must make electronic copies of the O&M manuals and the EPPs available on external hard drives separately to each Cluster Manager and to the CD: Water Resources infrastructure operations and maintenance. The documents must be scanned where only hard copies are available, provision for rates have been made in the pricing schedule. Where it is found that no O&M and/or EPP for a specific dam exist, the PSP may be requested to submit a project execution plan (quotation) PEP using the rates as captured in the pricing schedule, DWS is under no obligation to accept such PEP or to execute this task. Since the complexity differs from dam to dam it is not possible to get a unit rate for this work nor to prescribe a standard template. The number of hours per competency required to draft the manual and the format for a specific dam will be agreed upon during the request for PEP stage. It is estimated that 144 O&M manuals and 154 EPPs for category 2&3 dams are still outstanding, see summary table below. If DWS does request the services of the PSP to draft a new O&M manual or EPP, the final documents shall be made available in Microsoft Word format, in addition to the required hard copies, to enable DWS to edit the documents in future.

		Category 3		Category 2	
		O&M	EPP	O&M	EPP
Northern Operations		29	33	42	49
Central Operations		8	5	12	6
Southern Operations	Western Cape	12	16	5	5
	Southern Cape	13	12	16	17
Eastern Operations		3	7	4	4

**Summary table of outstanding O&M Manuals and EPP's**

#### **4.3 Operations and Maintenance Matrix for critical installations**

Operations and Maintenance Matrix spreadsheets may be required for critical installations. These will be a summarised version of the O&M manuals for the individual components in these installations to highlight routine maintenance requirements and the timing thereof. A part of this task is to assess whether the manufacturer's O&M manuals for the individual components are available on site. These manuals must be digitised if it is only available in hard format. It may be expected from the PSP to source outstanding/missing manuals from the manufacturers where this is still available. This task will be subject to PEPs (Project Execution Plans (quotations)), DWS is under no obligation to accept such PEP or to execute this task. Such Maintenance Matrix spreadsheets shall be made available in Microsoft Excel format.

#### **4.4 Condition Assessment of critical installations with regards to Mechanical, Electrical and Civil maintenance**

The infrastructure of DWS is aging and detailed condition assessments on the infrastructure are required. Condition assessments are conducted in-house with the limited resources available, but the backlog of assessments must be cleared. It is expected from the service provider to assist with detailed condition assessments on large water schemes, large dams, canals, tunnels, large diameter pipelines and pump stations. The condition assessments must be reviewed and signed off by competent Professional Engineers registered with ECSA. These engineers must have the necessary experience in the type of installations required to be assessed. Rates for the different disciplines will be required, refer to the pricing schedule. The specific installations to be assessed will be agreed with the service provider after appointment. This task will be subject to PEPs (Project Execution Plans (quotations)), DWS is under no obligation to accept such PEP or to execute this task.

#### **4.5 Performance monitoring**

A performance monitoring system must be developed and linked to the SAP system. The integrated system must link completed projects to the Annual Performance Plan (APP) targets for each Area Office and supply a summary of budget expenditure. This system must take the size/complexity of projects into account when determining the score. It will be required from the PSP to develop the system/template, and to link it to the DWS SAP, which each area office can then populate on an annual basis. A workshop/brainstorm session will be required with the AMP team to finalise the TOR/details for this task whereafter a PEP to execute this task must be submitted for consideration.

#### **4.6 Training**

A 5-days course must be presented for 20 DWS delegates providing delegates with insight and understanding of methodologies and techniques associated with infrastructure asset management practice (based on the principles of the International Infrastructure Management Manual (IIMM), including:

- Asset Management framework
- Levels and Standards of Service
- Demand
- Asset Management Systems and Data
- Risk Management
- Asset Accounting
- IAM Plans.

The course must be accredited and a certificate to be issued on passing the course.

Provision has been made in the pricing schedule for compensation. Note that the price must be all inclusive, with the exception of accommodation and transport for the delegates.

#### **4.7. Valuation and Revaluation of Infrastructure Assets**

As part of the broader Asset Management Plan (AMP) process, the PSP is required to undertake valuation and revaluation of the Department's infrastructure assets captured on the asset register and update the valuation guide. This will be initiated following the finalization of a strategy agreed with the Auditor-General of South Africa (AGSA).

Conduct a full valuation of infrastructure assets using appropriate methodologies (e.g. depreciated replacement cost, fair value). Provide a detailed valuation report for each asset category. Align the valuation process with AGSA requirements. Undertake a revaluation of the infrastructure assets following agreement on the valuation strategy with AGSA.

#### **4.8. Strategic Infrastructure Asset store policy**

The appointed Professional Service Provider (PSP) must develop a comprehensive Strategic Infrastructure Asset Store Policy that complies with the principles of Generally Recognized Accounting Practice (GRAP), particularly the requirements of GRAP 17: Property, Plant and Equipment, with specific focus on the accounting treatment of critical spares.

This policy must:

- Respond to audit findings concerning the inadequate management, storage, and traceability of operational equipment, spares, and materials used in the maintenance and operation of infrastructure assets.
- Establish a uniform, accountable, and auditable framework for the control, storage, and distribution of strategic and operational inventory (including critical spares) across all schemes managed by the Department.
- Clearly define the classification, recognition, and accounting treatment of critical spares in accordance with GRAP. The policy must differentiate between items that qualify as Property, Plant and Equipment versus those treated as inventory, and ensure appropriate recording in the asset register and/or inventory management system.
- Outline procedures for identification, verification, safeguarding, and issuing of equipment and spares, in alignment with the Public Finance Management Act (PFMA), National Treasury guidelines, and applicable internal control requirements.
- Support accurate financial reporting, improved asset lifecycle management, and audit readiness.

The completed policy must be practical, GRAP-compliant, and capable of being implemented uniformly across all infrastructure schemes and operational areas of the Department

### **5. INFORMATION**

#### **5.1 AREA OFFICES:**

##### **Central Operations:**

- Upper Vaal Dam

- Usutu-Vaal (Grootdraai Dam)
- Usutu-River: Jericho Dam
- Orange-Vaal
- Tugela Vaal

**Northern Operations:**

- Tzaneen
- Hartbeespoort Dam
- Groblersdal

**Eastern Operations:**

- Midmar Dam

**Southern Operations:**

- Port Elizabeth
- Belville
- Worcester

During the gathering of information, it will be expected from the service provider to hold meetings with relevant staff at each area office. The cost of this information gathering will not be paid for separately and must be included in the price for the updating of the AMPs as well as for the updating of the maintenance policy.

It will be expected from the PSP to hold workshops with Cluster managers to discuss the draft updated documents to obtain final approval/buy in from the Cluster Managers. This is for the updating of the AMPs as well as for the updating of the maintenance policy. This is priced separately.

A final workshop (annually) must be held with the Chief Director: Water Resources Infrastructure Operations and Maintenance to present the 4 AMPs and the National AMP. This is priced separately.

It is estimated that about 20 DWS staff will attend each of these workshops. Where feasible, meetings should be held virtual.

A monthly progress meeting with the Project Manager will be required in Pretoria at the DWS office. A monthly progress report must be submitted at these meetings. The service provider will issue minutes within 7 days after the meeting. Progress reports and minutes are included in the rate for these meetings.

DWS retain the right to reduce the number of workshops with the resultant reduction in costs.

This contract will be for a period of three years (update the 2018 AMPs and two cycles thereafter)

DWS reserves the right to reduce the scope of work without financial penalties for whatever reason.

## **6. CLARIFICATION MEETING**

A compulsory clarification meeting will be held on 15 December 2025. This will be an in-person meeting at the DWS Roodeplaat training facility. Non-attendance will disqualify the bidder.



## **7. PROJECT MANAGEMENT**

Control of the contract will be vested in the CD: Water Resources infrastructure operations and maintenance whose office is situated in Pretoria.

## **8 GENERAL**

Formats of all electronic databases and documentation must be cleared with the Department's IT Directorate.

## **9. INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP**

### **9.1 Project team and summary of capacity, capability and experience**

The Proposal must present the Key Components of the Project Team in the form of an Organogram. The Proposal must also contain explicit information about the relevant capacity, capability, and experience of Key Personnel, with reference to the scope of services for this project (mainly for the updating of the AMPs, Scheme Reports and the updating of the maintenance policy).

It is a requirement that the service provider partner with universities for Masters/PhD students to assist with further research on new methodologies. A detailed method statement is required as to how the service provider will achieve this.

No information is required at this stage for the rates required under items 2.7 to 2.15 in the pricing schedule. This information (capacity, capability and experience) of the individuals will be required when a PEP is requested, DWS reserves the right not to accept an individual proposed. It is expected that different technical resources will be required depending on any particular PEP.

### **9.2 CVs**

Abbreviated CVs of all Key Personnel included in the Project team (except those mentioned in the pricing schedule, items 2.7 to 2.15) must be attached to the Proposal. CVs must not be longer than 2 pages.

### **9.3 Certification of association or of joint venture**

In the case of collaboration among different PSPs, a suitably worded letter shall accompany the proposal from each participating firm, confirming their participation in the Association or Joint Venture, signed by a Principal of each participating firm.

### **9.4 Program of work**

This will be a three-year contract. It will be expected from the service provider to submit a programme and cash flow forecast within 4 weeks of appointment.

## **10. OFFICE**

Please note that the PSP will have to provide its own office facilities, computers, etc as the Department has no spare office space. It is expected that the PSP will have an office in the vicinity (or within a reasonable distance) of Pretoria. Regular discussions with the line functionaries will be required. The PSP must arrange conference facilities where required and such costs must be included in his bid.

## **11. PROPOSAL**

Your submission must address the following:

- Complete the attached bid documents (returnable documents)
- Information regarding relevant past experience of the company
- Short concise methodology
- Comprehensive proposal (Technical and Financial)
- Must give details regarding the proposed key team members, including detailed CV's, in order to evaluate team capability. **Please note: Failure to submit all of the required supporting evidence listed below from the proposed key team members will result in the submission being deemed non-responsive and will not be considered for further evaluation.** The following competencies are the minimum required to update the AMPs, Scheme Reports and maintenance policy, please add to this list if other key competencies are identified:

- **Project Manager**

- Must have a demonstrated track record of managing projects of R 50 million or more and consist of several disciplines. Registration with SACPCMP as a project manager or registered as a Professional Engineer is a requirement, with 08 years' experience after registration.
- Required Supporting Evidence:
  - Project Manager comprehensive CV, including project Portfolio Summary showing relevant projects including name, client, project value, duration, scope/disciplines, PM responsibilities, and verification/reference.
  - Letters of Reference confirming project scope, value, duration, and PM role.
  - Professional Registration & Certification: SACPCMP or Pr.Eng registration certificate and proof of 8 years post-registration experience.

- **IAM Plan Specialist**

- Must have developed an AMP for projects consisting of infrastructure assets, with accumulative asset replacement value of an excess of R 1 billion at the conclusion of that asset evaluation. Must be a Professional individual from Engineering background and have completed an accredited, competence-based IAM course relevant to South African public infrastructure, with stated assessment criteria and outcomes validated by a recognized educational institution or professional body.
- Required Supporting Evidence
  - Asset registers or valuation reports signed off by a registered professional (e.g., Pr.Eng or Pr.Tech Eng),
  - Signed Client reference letters indicating project scope and asset replacement value managed,
  - A summary table of relevant projects, including:
    - Project name and client,
    - Types of infrastructure included,
    - Project duration verified asset replacement value.

- **4 Professionals**, each with minimum of 5 years after registration as Pr. Eng and/or Pr. Tech. Eng.)
  - Civil (B. Eng/BSc Eng) (conveyance (canals, pipelines) and general)
  - Civil (B. Eng/BSc Eng) (dam engineer)
  - Electrical Engineering Technologist (B. Tech) or B. Eng/BSc Eng. (Medium Voltage, a number of pump stations has an installed capacity in excess of 3 000 kW)
  - Mechanical Engineering Technologist (B. Tech) or higher (Large pumps >1m<sup>3</sup>/s)
- **Financial specialist**
  - Registered Chartered Accountant (CA(SA)) with a minimum of 5 years post-registration experience.
  - Ability to budget for infrastructure assets with a replacement value exceeding R1 billion.
  - Required Supporting Evidence:
    - Letters of reference confirm involvement in budgeting for large infrastructure projects specifying your role.
    - Copies of relevant parts of approved budgets, financial plans, or O&M plans showing Financial Specialist contribution.
    - Detailed CV including portfolio listing relevant projects, their values, and your role.
- Any professional endorsements or certificates verifying experience in managing large infrastructure budgets.
- **Systems specialist**
  - Degree in Computer Science or Software Engineering.
  - Ability to create, design, test, and deploy software systems.
  - Required Supporting Evidence:
    - Letters of reference confirming involvement in software system projects, specifying your role and responsibilities.
    - Copies of relevant parts of project documentation (system design diagrams, test plans, deployment notes, screenshots) showing your contribution.
    - Detailed CV including portfolio listing projects, technologies used, and your role in each project.
    - Any professional certifications or training in software development, system design, or deployment.
- **SAP specialist**
  - Completion of an appropriate SAP certification course.
  - Ability to extract and populate information in SAP, particularly for managing the asset register.
  - Required Supporting Evidence:
    - A valid SAP certification showing completion of an appropriate course or module.
    - Letters of reference confirming practical experience in using SAP to

extract, upload, or maintain asset/financial data, specifying modules and responsibilities.

- Copies of relevant screenshots or reports from SAP demonstrating your experience.
- Detailed CV including portfolio listing projects or positions where SAP was used, specifying modules and tasks performed.
- **GIS specialist**
  - Completion of a Geographical Information Systems (GIS) course at an accredited institution.
  - Ability to show assets spatially in Asset Management Plans (AMPs).
  - Required Supporting Evidence:
    - A valid GIS course certificate from an accredited institution.
    - Letters of reference confirming experience in using GIS for mapping, spatial analysis, or asset management, specifying your role and responsibilities.
    - Copies of relevant maps, spatial data layers, or GIS outputs showing assets spatially in AMPs.
    - Detailed CV including portfolio listing projects or positions where GIS was applied, specifying software used and tasks performed.
- A clear statement as to the annual increases (by CPI or % above or below) over the following three years is required. If no statement is made it will be assumed that the price/rates will remain fixed over the three years.
- Where a team member must be replaced during the duration of this contract, he/she must be replaced with someone of equal or better experience.

## **12. Budget**

This will be a lump sum project as per the milestones. Payment will only be once a milestone deliverable has been accepted. Progress payments for the drafting of documents can be negotiated after appointment.

The PSP must ensure that the list below is comprehensive/correct, please add items if deemed necessary, no new items will be accepted after appointment. It will be deemed that the budget as depicted in the tables will cover all costs.

## PRICING SCHEDULE.

Lump Sums					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date (Excluding VAT)
1.1.	Inception report	1	Number		
1.2.(a)	In person Workshops with Operational offices and with the Chief Director: Water Resources Infrastructure Operations and Maintenance Rate must be all inclusive, (venue cost, catering, total service provider costs, including salaries, provide for 20 DWS attendees at each workshop, etc	15	Number		
1.2 (b)	Virtual Workshops with Operational offices and with the Chief Director: Water Resources Infrastructure Operations and Maintenance		Rate only		
1.3	Monthly progress meetings (in Pretoria), including progress reports & minutes. (Rate to be all inclusive including salaries)	36	Number		
1.4	Update AMPs (Rate to be all inclusive with the exception of the workshops which are priced under item 1.2)	15 (3 cycles of 5 each)	Number		
1.5	Valuation report including assumption made to arrive at valuation figures.  Excel valuation report including calculations per both extent and asset size and valuation rates.  Updated valuation guide (Rate to be all inclusive, including salaries)	3	Number		
1.6	Comprehensive Strategic Infrastructure Asset Store Policy that complies with the principles of Generally Recognised Accounting Practice (GRAP), (Rate to be all inclusive, including salaries)	1	Number		
1.7	Annually Update scheme reports for Central operations (price to include all costs e.g. meetings, travel, salaries,etc.)	3 (3 cycles of 1 each)	Number		

<b>Lump Sums</b>					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date (Excluding VAT)
1.8	Annually Update scheme reports for Northern Operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.9	Annually Update scheme reports for Southern Operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.10	Annually Update scheme reports for Eastern operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.11	Workshop to finalise requirements for an integrated performance monitoring system (Rate to be all inclusive), refer to paragraph 4.6	1	Number		
1.12	Knowledge transfer and training of Departmental employees (see paragraph 4.7) (Rate to be all inclusive)	1	Number		
<b>The following rates will be utilized to evaluate PEPs when required. Note that the number of hours are for evaluation purposes only and is no guarantee that it will actually be utilized.</b>					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date (Excluding VAT)
2.1	Scan A4 page	10 000	Number		
2.2	Scan A3 page	1 000	Number		
2.3	Scan A2 page	1 000	Number		
2.4	Scan A1 page	500	Number		
2.5	Scan A0 page	100	Number		
2.6	2 Tb external hard drive	15	Number		
2.7	Project Manager: registration with SACPCMP as a project manager or registered as a Professional Engineer with 08 years' experience after registration	3 000	Hours		
2.8	Pr. Civil Engineer (B. Eng/BSc Eng) (minimum of 5 years after registration as Pr. Eng)	3 000	Hours		
2.9	Pr. Tech Eng Mechanical Engineering Technologist (B. Tech) or Engineer (B.Eng/BSc Eng) (minimum of 5 years after registration as Pr. Tech Eng or B. Eng/BSc Eng)	3 000	Hours		

<b>Lump Sums</b>					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date (Excluding VAT)
2.10	Pr. Tech Eng Electrical Engineering Technologist (B. Tech) or Engineer (B.Eng/BSc Eng) (minimum of 5 years after registration as Pr. Tech Eng or B.Eng/BSc Eng)	3 000	Hours		
2.11	Civil Engineer (B. Eng/BSc Eng) (minimum of 5 years after registration as Pr Eng)	4 000	Hours		
2.12	Mechanical Technologist (B Tech)	4 000	Hours		
2.13	Electrical Technologist ( B Tech)	4 000	Hours		
2.14	Technologist (B Tech)	5 000	Hours		
2.15	Technician (Diploma)	12 000	Hours		
2.16	Administrative person	3 000	Hours		
2.17	IAM Plan Specialist	500	Hours		
2.18	Financial specialist. Chartered Accountant (CA(SA)). Proof of membership certificate with 05 years' experience after registration.	500	Hours		
2.19	Systems specialist	500	Hours		
2.20	SAP specialist	500	Hours		
2.21	GIS specialist	500	Hours		
3	Provisional Sum (For the development of O&M manuals and EPPs for dams as and when required)				
<b>Disbursements</b>		Add 20% of the total for items 1 & 2			
<b>Contingencies</b>		Add 20% of the amount excluding the provisional sum.			
<b>VAT</b>		15%			
				<b>Total</b>	

**Price increases:**

Year 1: 0% (non negotiable)

Year 2: ...% (Maximum CPI)

Year 3:....% (Maximum CPI)

**13. EVALUATION CRITERIA**

Bids will be evaluated in four (4) phases as per PPPFA, Act No.5 of 2000 (PPPFA). The bidder scoring the highest points in phase 4 (Preference Points System) will be recommended for award. The evaluation of bids will be conducted in four (4) phases as follows:

- **Phase 1: Mandatory Requirements**
- **Phase 2: Functionality Compliance**
- **Phase 3: Administrative Compliance**

- **Phase 4: Preference Points System**

### **Phase 1: Mandatory Requirements**

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

<b>No</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Attendance of compulsory clarification meeting.		
2	Project Manager minimum requirement: must attach a valid certified copy of registration with SACPCMP as a project manager or registered as a Professional Engineer and comprehensive Curriculum Vitae (CVs) with 08 years' experience after registration. Project Portfolio Summary showing relevant projects including name, client, project value, duration, scope/disciplines, PM responsibilities, and verification/reference. Letters of Reference confirming project scope, value, duration, and PM role.		
3	IAM Plan Specialist: Must have developed an AMP for a project consisting of infrastructure assets where the accumulative asset replacement value is in excess of R 1 billion. Must be a Professional individual from Engineering background and have completed an accredited course in IAM. Required Supporting Evidence: Asset registers or valuation reports signed off by a registered professional (e.g., Pr. Eng or Pr. Tech Eng), Signed Client reference letters indicating project scope and asset replacement value managed, A summary table of relevant projects, including Project name and client, Types of infrastructure included, Project duration, Verified asset replacement value.		
5	Senior Civil Engineer Experience as Dam Engineer. Proof of registration as Pr. Eng required.		
6	Senior Civil Engineer Experience with Conveyance systems. Proof of registration as Pr. Eng required		
7	Senior Electrical Engineering Technologist (B. Tech) or B. Eng/BSc Eng Experienced in Medium Voltage. Proof of registration as Pr. Tech Eng or higher required		
8	Senior Mechanical Engineering Technologist (B.Tech) or B. Eng/BSc Eng with large pumps experience. Proof of registration as Pr. Tech Eng. Or higher required		
9	Company must submit proof of valid and current professional indemnity insurance from registered financial service provider. If the current professional indemnity is less than bid price, a letter of intent from a financial service provider undertaking to provide the professional indemnity insurance to the value of the bid price upon the tender award shall be provided.		

### **Phase 2: Functionality Compliance**

Bidders must score at least 65 out of 100 in respect of functionality to qualify for advancement to Phase 3. A bidder that scores less than 65 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified.

Technical Evaluation and Specification Compliance shall be scored using the following



information (**to be submitted by the bidder**):

- Approach & Methodology
- Qualifications of Key Personnel: as per services applied for
- Relevant company experience

The evaluators are to score the bidder and use the scored value to determine the achieved weight of the criterion.

FUNCTIONALITY CRITERION: APPROACH & METHODOLOGY			Weighting: 30	
Description	Requirements	Points value	Maximum Points Awarded	
<p>Methodology and technical approach planned when carrying out this project in terms of the GIAMA act.</p> <p>Demonstrate knowledge of the operations of large (replacement value in excess of R 1 Billion) infrastructure.</p> <p><i>(Explain the approach to performing the services, including the relevant methodology, nature, timing and extent of relevant procedures to be performed and working with university students)</i></p>	<p>The methodology provided by bidders will be evaluated according to the following criteria:</p> <ul style="list-style-type: none"> <li>a) The bidder provided comprehensive methodology and technical plan detailing deliverable on all eight (8) of the key tasks this project (Items 4.1 to 4.8) Demonstrating extensive knowledge of the GIAMA act and the operations of large Infrastructure</li> <li>b) The critical aspects of deliverable are emphasized.</li> <li>c) The expected challenges associated with each deliverable are highlighted</li> <li>d) A detailed work programme for the deliverables is provided</li> </ul>	30	30	
	The bidder provided comprehensive details on all eight (8) of the key tasks this project (Items 4.1 to 4.8)	30		
	The bidder provided comprehensive details on seven (7) of the key tasks this project (items 4.1 to 4.8)	24		
	The bidder provided comprehensive details on six(6) of the key tasks this project (Items 4.1 to 4.8)	18		
	The bidder provided comprehensive details on five (5) of the key tasks this project (Items 4.1 to 4.8)	12		
	The bidder provided comprehensive details on four (4) of the key tasks this project (Items 4.1 to 4.8)	6		
	The bidder provided comprehensive details on three (3) of the key tasks this project (Items 4.1 to 4.8)	3		
	The bidder provided zero to two (2) of the key tasks this project (Items 4.1 to 4.8)	0		
FUNCTIONALITY CRITERION: QUALIFICATIONS AND EXPERIENCE OF THE PROJECT TEAM			Weighting: 35	
Description	Requirements	Points value	Maximum Points awarded	

<p>Demonstrate knowledge, experience and capacity in the useand/or application of:</p> <ul style="list-style-type: none"><li>Knowledge of large infrastructure</li><li>Knowledge of Infrastructure Operations</li><li>GIAMA act</li><li>Experience relevant to theproject</li></ul> <p>CV to be attached</p> <p><b>Proof of qualifications and membership affiliation to professional bodies.</b></p> <p><b>The bidder to obtain approval from the Department of Water and Sanitation before changing the Professional Team after awards.</b></p>	Team Capability: Professional Team members				35	35
	Minimum Professional Team members	Team Member appointed (yes or no)	Professional Certificate attached (Yes or no)	8 years of experience for PM and 05 for other Professionals (yes or no)		
	Project Manager					
	IAM Plan Specialist					
	Pr. Civil Engineer (conveyance (canals, pipelines) and general)					
	Pr. Civil Engineer (Dams)					
	Pr. Tech Eng Electrical Technologist or higher					
	Pr.Tech Eng Mechanical Technologist or higher					
	Financial Specialist Chartered Accountant (CA(SA)).					
	System Specialist					
	SAP Specialist					
	GIS Specialist					
	NOTE: For one (1) affirmative, “Team member appointed”, “year of experience” and “professional certificate attached” columns should be marked (Yes).					
	Demonstrate knowledge of all aspects with 8 and 5 years’ experience For total of 10 affirmatives				35	
	For total of 6-7 affirmatives				21	
	For total of 4-5 affirmatives				14	
	For total of 2-3 affirmatives				7	
	For total of 0 -1 affirmatives				0	

FUNCTIONALITY CRITERION: RELEVANT COMPANY EXPERIENCE		Weighting: 3 5	
Description	Requirements	Points value	Maximum points awarded
Relevant experience in developing AMPs for public entities or any other entities or departments within the sphere of government, on projects of similar type and size. <b>**NOTE**:</b> Number of successful completed projects. Certificates of satisfactory completion of such projects to be attached, no certificate, no points.	5 and more projects completed	35	35
	4 projects completed	28	
	3 projects completed	21	
	2 projects completed	14	
	1 project completed	7	
	0 Projects completed	0	
Total			100

**NOTE:**

Bidders are advised to take careful note of the information on which the above functionality criteria will be evaluated, given in ***bold italic font*** below each category.

**Phase 3: Administrative Compliance**

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

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database and must submit CSD report. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliance status PIN page		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid.  If by an individual, must be signed by that individual or by someone on his behalf duly authorized thereto and proof of such authority must be produced.  If the bid is by a Company, it must be signed by a person duly authorized thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
5	Complete, sign and submit Standard Bidding Documents forms (SBD 1, SBD 3.3, SBD 4, and SBD 6.1		
6.	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 an agreement between the parties must clearly identify the lead partner (if applicable).		
7.	A copy of a valid Letter of Good Standing from the Compensation Commissioner, in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).		
8.	A valid copy of B-BBEE Status Level Verification Certificate or a valid original		

	sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
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#### **Phase 4: Evaluation of Price and Specific Goals**

##### **90/10 Principle will be applied in terms of the new Preferential Procurement Regulations, 2022 pertaining to the PPPFA Act no 5 of 2022.**

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

Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be a certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortia/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

**NB: A Copy of certified copy of B-BBEE status level contributor certificate will not be accepted.**

**NB: A Copy of a sworn affidavit will not be accepted.**

During this phase, bid proposals that passed phase 3 will be further evaluated based on the Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 90/10 preference points system in accordance with the PPPFA Act (Act no. 5 of 2000). Where a maximum of 90 points will be awarded in respect of price and a maximum of 10 points will be awarded for specific goals.

Points claimed will be according to a bidder's specific goals as indicated in Table 1 below:

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

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:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Women Ownership	2
Disability Ownership	2
Youth Ownership	2
Location of enterprise (local equals province) e.g., Mpumalanga	1
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3
<b>TOTAL SCORED POINTS</b>	<b>10</b>

**Specific goals**” means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

**“Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

**"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

**"Youth"** means, in respect of a person younger than 35 years of age.

**"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.

**Women, disability, and youth** will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the 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.

**Table 2: Documents required for verification of Bidder's claimed points**

**Table 2**

Specific Goal	Requires Proof Documents
Ownership by Women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by Youth	
Location of enterprise – Eastern Cape	Completed Location of Enterprise Affidavit (Annexure 2) and proof of such premises
B-BBEE status level 1 or level 2 contributor who are Exempted Micro Enterprise or Qualifying Small Enterprise	B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.

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

#### **PREFERENCING SCHEDULE IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

#### **1 Preference**

Preferences shall be granted in respect of the following:

##### **1.1 Ownership by women, people with disabilities and youth**

The percentage shareholding of an enterprise as at the closing time for submissions of natural persons who are women, people with disabilities or youth as evidenced by:

- a) voting rights that are not subject to any limitation; and

b) economic interest.

where

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

**youth** are people aged between 14 and 35

## 1.2 Local enterprise

An enterprise which operates from a building together with its land and outbuildings located within the boundaries of the. . . . . or ..... Province as at the closing time for submissions

## 1.2 B-BBEE status level contributors from level 1 or level 2 who are Exempted Micro Enterprises or Qualifying Small Enterprises

The status of an enterprise as measured in accordance with the provisions of **an applicable code of good practice** issued in terms of Section 9(1) of the B-BBEE Act of 2003 as at the closing time for submissions.

Note: The Construction Sector Code applies to the B-BBEE compliance measurement of all entities that fall within the Construction Sector i.e. all enterprises who derive more than 50% of their annual Revenue from Construction Related Activities.

## 2 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide in support of their claim the following in relation to their claim, failing which their claims for preferences will be rejected:

Preference applied for	Verification document
Ownership by women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by youth	
Location of enterprise	Completed Location of enterprise affidavit (Annexure 2) and proof of ownership of premises or a valid rental agreement with the owner of such premises
B-BBEE status level of contributor	B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) (see <a href="http://www.sanas.co.za/Pages/index.aspx">www.sanas.co.za/Pages/index.aspx</a> ) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form obtained from one the following websites: <ul style="list-style-type: none"><li>○ <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</a></li><li>○ <a href="http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf">www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</a></li><li>○ <a href="http://www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf">www.abp.org.za/wp-content/uploads/2018/03/Final-CSC-EME-Affidavit-March-2018-2.pdf</a></li></ul>

## 3 Preferences points offered and claimed

The preference points offered by the Employer in accordance with the provisions of the Preferential Procurement Policy Framework Act of 2022 and claimed by the tenderer are as follows:

Preference claimed	Number of preference points allocation	Preference claimed
--------------------	--	--------------------



		90/10 preference points system	80/20 preference points system	(tick relevant block)
Ownership	by women	Up to 2	Up to 5	
	by people with disabilities	Up to 2	Up to 5	
	by youth	Up to 2	Up to 5	
Location of enterprise	<i>[insert provinces where project is located]</i>	1	2	
B-BBEE status	Level 1 or level 2 contributors who are Exempted Micro Enterprises or Qualifying Small Enterprises	3	3	

where points claimed for ownership are calculated separately for each type of ownership in terms of the following formula:

90 / 10 preference points system:  $NO = 2 \times PS / 100$

80 / 20 preference points system:  $NO = 5 \times PS / 100$

where

NO = number of points awarded to tenderer claiming a preference for ownership by women, people with disabilities or youth

PS = percentage shareholding by women, people with disabilities or youth as declared in the Percentage Ownership Affidavit

#### 4 Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences which are claimed.

Signature:.....

Name:.....

Duly authorised to sign on behalf of:.....

Telephone: ..... Date: .....

Name of witness: ..... Signature of witness:.....

**Note:** Failure to complete the declaration will lead to the rejection of a claim for a preference.

### ANNEXURE 1: Percentage Ownership Affidavit

I, the undersigned,

full name and surname .....

identity number .....

hereby declare under oath that

1) I am a member / director / owner of the enterprise:

name : .....

| trading name, if applicable ..... |  |

registration number: .....

physical address: .....

in which the following natural persons who are women, people with disabilities or youth at the time of the tender submission have

- a) voting rights that are not subject to any limitation; and
- b) economic interest.

as indicated below

[illegible]

Where:

**people with disabilities** are people who have a long-term or recurring physical or, mental, intellectual or sensory impairment which, in interaction with various barriers, may substantially limit their prospects of entry into, or advancement in, employment

Note: The Code of Good Practice on Employment of Persons with Disabilities (2015) considers “substantially limit” as *“if in its nature, duration or effects it substantially limits the person’s ability to perform the essential functions of the job for which they are being considered”* and points out that *“some impairments”* are so easily controlled, corrected or lessened that they have no limiting effects.

**youth** are people aged between 14 and 35

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;
- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

**Deponent signature:**

**Date:**

**Commissioner of oaths  
Signature and stamp**

**ANNEXURE 2: Location of enterprise affidavit**

I, the undersigned, full name and surname .....  
 Identity number .....

hereby declare under oath that

- 1) I am a member / director / owner of the enterprise:

name : .....

trading name, if applicable .....

registration number: .....

physical address: .....

.....  
 which is an enterprise which operates from a building together with its land and outbuildings  
 located within the boundaries of the (*name*) Province as at the closing time for submissions

- 2) the contents of this statement are to the best of my knowledge a true reflection of the facts;

- 3) I know and understand the contents of the affidavit and I have no objection to take the prescribed  
 oath binding on my conscience and on the Owners of the Enterprise which I represent in this  
 matter.

**Attach** proof of ownership of premises or a valid rental agreement with the owner of such premises

**Deponent signature:**

**Date:**

**Commissioner of oaths  
 Signature and stamp**

## 14. ENQUIRIES

The Department of Water and Sanitation contact person is Ms. Nelisiwe Mwandla

All enquiries may be forwarded in writing to the email below, where feedback will be communicated  
 in, at most, 5 working days.

Email: [MwandlaN@dws.gov.za](mailto:MwandlaN@dws.gov.za)

and

[bidenquirieswte@dws.gov.za](mailto:bidenquirieswte@dws.gov.za)

### **Duration of Assignment**

The contract period will be three years.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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**IMMOVABLE ASSET MANAGEMENT SUPPORT TO THE INFRASTRUCTURE MANAGEMENT BRANCH OF THE DEPARTMENT OF WATER AND SANITATION 3-YEARS CONTRACT.**

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.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

<b>Lump Sums</b>					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date Excluding VAT)
1.1.	Inception report	1	Number		
1.2.(a)	In person Workshops with Operational offices and with the Chief Director: Water Resources Infrastructure Operations and Maintenance Rate must be all inclusive, (venue cost, catering, total service provider costs, including salaries, provide for 20 DWS attendees at each workshop, etc	15	Number		
1.2 (b)	Virtual Workshops with Operational offices and with the Chief Director: Water Resources Infrastructure Operations and Maintenance		Rate only		
1.3	Monthly progress meetings (inPretoria), including progress reports & minutes. (Rate to be all inclusive including salaries)	36	Number		

Lump Sums					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date Excluding VAT)
1.4	Update AMPs (Rate to be all inclusive with the exception of the workshops which are priced under item 1.2)	15 (3 cycles of 5 each)	Number		
1.5	Valuation report including assumption made to arrive at valuation figures.  Excel valuation report including calculations per both extent and asset size and valuation rates. Updated valuation guide (Rate to be all inclusive, including salaries)	3	Number		
1.6	Comprehensive Strategic Infrastructure Asset Store Policy that complies with the principles of Generally Recognised Accounting Practice (GRAP), (Rate to be all inclusive, including salaries)	1	Number		
1.7	Annually Update scheme reports for Central operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.8	Annually Update scheme reports for Northern Operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.9	Annually Update scheme reports for Southern Operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles Of 1 each)	Number		
1.10	Annually Update scheme reports for Eastern operations (price to include all costs e.g. meetings, travel, salaries, etc.)	3 (3 cycles of 1 each)	Number		
1.11	Workshop to finalise requirements for an integrated performance monitoring system (Rate to be all inclusive), refer to paragraph 4.6	1	Number		
1.12	Knowledge transfer and training of Departmental employees (see paragraph 4.7) (Rate to be all inclusive)	1	Number		
<b>The following rates will be utilized to evaluate PEPs when required. Note that the number of hours are for evaluation purposes only and is no guarantee that it will actually be utilized.</b>					
2.1	Scan A4 page	10 000	Number		
2.2	Scan A3 page	1 000	Number		
2.3	Scan A2 page	1 000	Number		
2.4	Scan A1 page	500	Number		
2.5	Scan A0 page	100	Number		
2.6	2 Tb external hard drive	15	Number		
2.7	Project Manager: registration with SACPCMP as a project manager or registered as a				

Lump Sums					
Milestone number	Description	Quantity	Unit	Unit Rate	Fee as at appointment date Excluding VAT)
	Professional Engineer with 08 years' experience after registration				
2.8	Pr. Civil Engineer (B. Eng/BSc Eng) (minimum of 5 years after registration as Pr. Eng)	3 000	Hours		
2.9	Pr. Tech Eng Mechanical Engineering Technologist (B. Tech) or Engineer (B. Eng/BSc Eng) (minimum of 5 years after registration as Pr. Tech Eng or B. Eng/BSc Eng)	3 000	Hours		
2.10	Pr. Tech Eng Electrical Engineering Technologist (B. Tech) or Engineer (B.Eng/BSc Eng) (minimum of 5 years after registration as Pr. Tech Eng or B.Eng/BSc Eng)	3 000	Hours		
2.11	Civil Engineer (B. Eng/BSc Eng) (minimum of 5 years after registration as Pr. Eng)	4 000	Hours		
2.12	Mechanical Technologist (B Tech)	4 000	Hours		
2.13	Electrical Technologist ( B Tech)	4 000	Hours		
2.14	Technologist (B Tech)	5 000	Hours		
2.15	Technician (Diploma)	12 000	Hours		
2.16	Administrative person	3 000	Hours		
2.17	IAM Plan Specialist	500	Hours		
2.18	Financial specialist. Chartered Accountant (CA(SA)). Proof of membership certificate with 05 years' experience after registration.	500	Hours		
2.19	Systems specialist	500	Hours		
2.20	SAP specialist	500	Hours		
2.21	GIS specialist	500	Hours		
3.	Provisional Sum (For the development of O&M manuals and EPPs for dams as and when required)				
3.1.	O & M Manuals	01	Number		
3.2.	EPPs	01	Number		
<b>Disbursements</b>		Add 20% of the total for items 1 & 2			<b>R</b>
<b>Contingencies</b>		Add 20% of the amount excluding the provisional sum.			<b>R</b>
<b>VAT</b>		15%			<b>R</b>
<b>Total</b>					<b>R</b>

#### Price increases:

Year 1: 0% (non-negotiable)

Year 2: ...% (Maximum CPI)

Year 3:....% (Maximum CPI)

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

## **PREAMBLE TO THE SBD 3.3 – PRICING SCHEDULE**

### **1. GENERAL**

The SBD 3.3 forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract and all other Specifications in the bid document.

### **2. QUANTITIES REFLECTED IN THE PRICING SCHEDULE**

The validity of the contract will in no way be affected by differences between the quantities in SBD 3.3 and the quantities finally certified for payment.

Only fair market prices will be accepted, and the Department reserves the right not to award the bid to the lowest scoring bidder if it is determined that the prices quoted is not market related.

### **3. PRICING OF THE SCHEDULE**

All rates and amounts quoted in SBD 3.3 shall be in Rand and shall include applicable taxes.

### **4. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid, use of correction fluid will invalidate your bid, but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initiated by the Bidder, failure to initial where the correction was done will invalidate your bid.