



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

REQUEST FOR BID

BID NUMBER: WP 11425

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP EDUCATIONAL
AND AWARENESS MATERIALS FOR FAECAL SLUDGE MANAGEMENT**

ISSUE DATE:

08 MARCH 2023

CLOSING DATE:

11 APRIL 2023 AT 11:00am

SUBMIT TENDER DOCUMENT

TO

OR

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

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

Compulsory briefing session

N/A

TENDERER: (Company address and stamp)

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



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

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

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

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

TABLE OF CONTENTS FOR BID PROPOSALS

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP 11425	CLOSING DATE: 11 APRIL 2023	CLOSING TIME: 11:00AM		
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP EDUCATIONAL AND AWARENESS MATERIALS FOR FAECAL SLUDGE MANAGEMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	WINNIE DOLAMO		CONTACT PERSON	MIRRIAM NGOATJE	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6587	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	Ngoatjem@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP EDUCATIONAL AND AWARENESS MATERIALS FOR FAECAL SLUDGE MANAGEMENT

NAME OF BIDDER:PROJECT NO: **WP 11425**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **11 April 2023**

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

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

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

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

R.....

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

3.2. Other expenses, for examples accommodation (specify, e.g. Three
Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.).
On basis of these particulars, certified invoices will be checked for
correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

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

*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Ms Mirriam Ngoatje

Tel: 012 336 8043

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

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

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint

Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

Whenever

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

TABLE OF CLAUSES

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

General Conditions of Contract

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights.**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.

35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)

35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za

35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified

35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.

35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.

35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.

35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE:

DEVELOPMENT OF FAECAL SLUDGE MANAGEMENT EDUCATIONAL AND AWARENESS MATERIALS

FEBRUARY 2023

**Directorate: Sanitation Operational and Capacity Support
Chief Directorate: Sanitation Services Support
Branch: Water and Sanitation Services Management**

**Department of Water and Sanitation
Private Bag X313
Pretoria
0001**

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LIST OF ABBREVIATIONS

DWS:	Department of Water and Sanitation
FSM:	Faecal Sludge Management
PSP:	Professional Service Provider
STATS SA:	Statistics South Africa
SDG:	Sustainable Development Goals
UN:	United Nations
WHO:	World Health Organisation
WSA:	Water Services Authority
WSP:	Water Services Provider

1. PURPOSE

The purpose of the project is to develop educational and awareness materials to conscientize and educate all key role players to safely manage faecal sludge across the sanitation value chain. The materials will be used as part of the sanitation advocacy programme to enable successful implementation of the National Faecal Sludge Management Strategy for on-site sanitation systems.

2. BACKGROUND

The United Nations (UN) General Assembly has declared access to safe clean drinking water and sanitation as a basic human right in September 2010. South Africa is committed to achieve the Sustainable Development Goal (SDG) 6.2 target on Sanitation and Hygiene which states that “By 2030, achieve access to adequate and equitable sanitation and hygiene for all and end open defecation, paying special attention to the needs of women and girls and those in vulnerable situations”.

The global indicator selected by UN Member States for monitoring this SDG target is the “Proportion of population using safely managed sanitation services including a handwashing facility with soap and water”. Safely managed sanitation creates a new sanitation service norm and paradigm shift in the way sanitation is managed.

South Africa has made major policy shift through the National Sanitation Policy 2016. The policy is pro-poor, prioritises operation and maintenance and encourages new thinking around sanitation, new innovations, and more appropriate ways of treating human excreta. According to Policy Position 23, every infrastructural development requires a long-term sustainability plan which addresses the total life cycle operating and maintenance requirements. Sufficient resources must be allocated to maintain sanitation services infrastructure and related systems adequately.

The country has made significant progress in the provision of sanitation services across the country. Households with access to improved sanitation increased from 49% in 1996 to 84.1% in 2021 (STATS SA, 2022). However, there are still approximately 2.8 million households in South Africa without access to improved sanitation services.

Approximately 10% (507 732) households served with on-site sanitation have full pits resulting in the risk of households reverting to open defaecation. Pits that are filling up quickly before their lifespan could be attributed to ineffective hygiene and user education program which results in unpleasant behavior of dumping solid waste in pits, especially in areas where there is no solid waste collection. With regards to the Water Services Authorities (WSAs), poor planning for sanitation services in the entire sanitation value chain results in reactive maintenance.

Inadequate expertise, the complexity of dealing with faecal sludge and appropriate places to dispose of are some of the reasons why faecal sludge management (FSM) services do not exist or cannot be sustained in most WSAs. Aside from the technical difficulties of emptying on-site sanitation facilities, WSAs face challenges in safely disposing of collected faecal sludge and regulating private sector to dispose or reuse the sludge safely. Management of faecal sludge may hold the key to energy security and employment creation, as it contains resources that can be recovered for useful purposes.

The World Health Organisation (WHO) has introduced the Sanitation Value Chain i.e. capture, containment, emptying, transport, treatment, safe reuse or disposal to assist countries in ensuring safe management of sanitation services in line with SDG 6.2 target on sanitation and hygiene.

The Chief Directorate: Sanitation Services Support has identified the gaps and challenges in the management of faecal sludge across the entire sanitation service value chain. Advocacy has a role to play to raise awareness and educate all role players on safe management of each component of the sanitation value chain. The Chief Directorate is therefore expected to communicate widely on these issues through awareness campaigns, workshops and all forms of platforms and displays. One of the tools or mechanism to advocate and communicate is the development of educational material targeting different stakeholders at all levels.

The appointed Professional Service Provider (PSP) is expected to utilise the already available literature of faecal sludge management to develop the advocacy framework with targeted messages as well as educational and awareness material suitable for each audience.

The materials would educate and raise awareness with the right information to the right people, through the right channel, and at the right time to ensure their expected level of engagement to enable the successful implementation of the National Faecal Sludge Management Strategy.

3. PROJECT OBJECTIVES

The objectives of this project are as follows:

- 3.1 To develop the faecal sludge management advocacy framework to guide the education and awareness for safely managed faecal in the country.
- 3.2 To develop various faecal sludge management educational and awareness materials to raise awareness on safe management of faecal sludge across the sanitation value chain to different stakeholders.

4. PROJECT SCOPE

- 4.1 Conduct comprehensive stakeholder analysis to be able to develop educational material suitable for each audience.
- 4.2 Develop the faecal sludge management advocacy framework to guide raising awareness and educating stakeholders and the public on faecal sludge management in the country.
- 4.3 Develop various types of educational and awareness materials on safe management of faecal sludge across the sanitation value chain to different stakeholders.
- 4.4 Print Educational and Awareness Materials.
- 4.5 Develop sanitation value chain wall chart including required innovative participatory instruments to facilitate participatory approaches during sessions.
- 4.6 Print fifty (50) sanitation value chain wall charts including required innovative participatory instruments to facilitate participatory approaches during sessions.
- 4.7 Develop manuals of using each educational and awareness material and training
- 4.8 Develop a simplified booklet for faecal sludge management targeting non-technical audience.
- 4.9 Print two thousand (2000) simplified booklets for faecal sludge management targeting non-technical audience.
- 4.10 Develop a narrative report at the end of each milestone and a final comprehensive report at the end of the project.
- 4.11 Develop Skills Transfer Plan for Department of Water and Sanitation (DWS) officials responsible for advocacy in all stages of the project.
- 4.12 Participate in the Project Steering Committee to oversee the content of the educational material.

5. PROJECT DELIVERABLES

The preferred Service Provider will complete the following deliverables within the contract period of 18 Months.

	Deliverable	Description	Responsibility
5.1	Proposal	Provide a proposal stating how the project will be executed. The proposal must include costs per deliverable.	PSP
5.2	Inception Report	An inception report should confirm amongst others the scope of the project, potential interventions, understanding of stakeholders, roles, and responsibilities of the project team.	PSP
5.3	Project schedule projected in Gantt Chart	To determine the milestones and timeframes for project execution. DWS approved project timeframes	PSP
5.4	Develop the faecal sludge management advocacy framework	The framework will guide awareness raising and educating stakeholders and the public on faecal sludge management. It should include amongst others thematic areas and key messages to be communicated to different stakeholders across the sanitation value chain. The messages should be based on the already available FSM literature. Furthermore, it should also recommend effective and innovative methodologies as well as types of materials suitable for different stakeholders. Provide guidance for uploading of the material on DWS website. The advocacy framework should also include the comprehensive stakeholder analysis to develop educational material suitable for each audience. It should also cover amongst others education and awareness approaches from other countries on beneficial use of faecal sludge and wastewater sludge.	PSP: Analysis and development of framework DWS: Stakeholders' identification and their roles in FSM
5.5	Skills Transfer Plan for DWS officials	Prepare a detailed Skills Transfer Plan with tangible outputs for DWS officials responsible for advocacy. The skills transfer should be from concept to product development.	PSP
5.6	Develop various draft educational and awareness material on safe management of containment stage	The educational and awareness materials should cover the containment component of the sanitation value chain and be suitable for various stakeholders identified in the stakeholder analysis. The materials should be innovative and include amongst others print, audio, safe practice audio-visual, and digitized materials with QR code.	PSP

	Deliverable	Description	Responsibility
5.7	Develop various draft educational and awareness materials on safe emptying and transportation of faecal sludge	The educational and awareness materials should cover the emptying and transportation components of the sanitation value chain and be suitable for various stakeholders identified in the stakeholder analysis. The materials should be innovative and include amongst others print, audio, safe practise audio-visual, and digitized materials with QR code.	PSP
5.8	Develop various draft educational and awareness materials on safe treatment of faecal sludge	The educational and awareness materials should cover the safe treatment components of the sanitation value chain and be suitable for various stakeholders identified in the stakeholder analysis. The materials should be innovative and include amongst others print, audio, safe practice audio-visual, and digitized materials with QR code.	PSP
5.9	Develop various draft educational and awareness materials on safe reuse and disposal of faecal sludge	The educational and awareness materials should cover the safe reuse and disposal components of the sanitation value chain and be suitable for various stakeholders identified in the stakeholder analysis. The materials should be innovative and include amongst others print, audio, safe practice audio-visual, and digitized materials with QR code.	PSP
5.10	Develop and consolidate various types of the educational and awareness material on safe management of faecal sludge across the sanitation value chain	The educational and awareness materials should cover all components of the sanitation value chain and be suitable for various stakeholders identified in the stakeholder analysis. The stakeholders range from communities, government officials at all levels, private sector, civil society, The materials should be innovative and include amongst others print (e.g. posters, audio (e.g sound bites), safe practice audio-visual (e.g videos) and digitized materials with QR Code. All materials should be digitized and accessible via QR Codes. Develop Artwork for the educational and awareness material in high resolution. The artwork for the educational and awareness material should be in 11 official languages All artworks should be approved by DWS	PSP
5.11	Printing of Educational and Awareness Materials	Audio Visual – 30 copies (per 11 official languages) Audio – Sound file - 30 copies (per 11 official languages) Print: Originality: Use the artwork after approval by DWS 1) POSTERS (IN ALL 11 OFFICIAL LANGUAGES) Quantity: 100 posters (per 11 official	PSP

	Deliverable	Description	Responsibility
		languages) Size: A1 portrait full colour Material: 130gsm Dekuza Gloss Packing: Packed conveniently 2) PAMPHLETS (ENGLISH ONLY) Origination: Use the artwork after approval by DWS Quantity: 10 000 Pamphlets Size: A5 (Foldable) Material: 135 gsm Dekuza gloss Packing: Packed conveniently	
5.12	Develop Sanitation Value Chain Wall Charts including the required innovative participatory instruments (duplicated 50 times)	The Wall charts will be used to facilitate participatory learning approaches during educational and awareness sessions with stakeholders. Each wall chart should include a pack of innovative instruments to facilitate discussions and participation that would enhance understanding of all components of the sanitation value chain in the South African context. The Wall Chart should ONLY be in English All artworks should be approved by DWS	PSP
5.13	Printing of Fifty (50) Sanitation Value Chain Wall Charts including the required innovative participatory learning instrument	Printing of the Wall Chart should be accompanied by a pack of instruments for each wall chart to facilitate participatory learning. The wall charts should be portable and printed on a durable material. Vinyl Wall Chart or Exhibition Wall with full colour washable print (High Resolution Design) and Carry Bag with Free Standing Collapsible Frame. • Size: 2250 X 3000 mm • Graphic Print Size: 2250 X 3000mm. Instruments should be compatible to the wall chart material and be able to stick on the wall chart.	PSP
5.14	Develop manuals using each educational and awareness material	Each Wall Chart, educational and awareness materials should be accompanied by a manual to guide facilitators, presenters, and users. DWS advocacy team should be trained on how to use the Wall Charts and materials.	PSP
5.15	Develop simplified Booklet for faecal sludge management	Develop a booklet simplifying faecal sludge management concept across the entire sanitation value chain. The booklet should target non-technical audience.	PSP

	Deliverable	Description	Responsibility
5.16	Develop a simplified brochure for faecal sludge management.	Develop a simplified brochure for faecal sludge management concept across the entire sanitation value chain. The brochure should target non-technical audience.	
5.17	Printing of two thousand (2000) booklets	Originality: Use the artwork after approval by DWS Quantity: 2 000 Size: A4 – 210mm x 297mm portrait (back-to-back) full colour Pages: Material: Text: 115gsm Art Matt Cover: 300gsm Art Gloss Printing: Text: Printed in full colour Cover: Full colour both sides, UV varnish Finishing: Stapled Packing: Packed conveniently	
5.18	Develop Narrative Reports	Develop a narrative report at the end of each deliverable at the end of the project	PSP
5.19	Participate in the Project Steering Committee and Project Management meetings	Establishment of the Project steering Committee to oversee/examine the content of the educational material. Participate in 5 (five) Project Steering Committee and 18 (eighteen) Project Management Meetings	DWS PSP
5.20	Project close out report	Upon completion of the project the PSP will submit a Close-Out Report on achievements, challenges, and proposals for improvement of on-going implementation and future similar initiatives.	PSP

6. METHODOLOGY

The preferred PSP is required to propose a detailed methodology on how to undertake the assignment. A detailed project plan and costs per deliverable will also be required.

7. DURATION

The project is expected to be implemented in a period of 18 (eighteen) months. The last 6 (six) months will be dedicated to the refinement of educational and awareness materials. The date for signing the contract with the Professional Service Provider will mark the commencement date of the project.

8. PROJECT MANAGEMENT

The Chief Directorate: Sanitation Services Support will manage and monitor the project including the administrative and contractual matters. Progress reporting will be per deliverable on each of the above listed deliverables. All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Project Manager. The PSP shall designate a Contract Manager who will provide a single point of contact for management and coordination of their work. All work performed pursuant to this contract shall be coordinated between the two project managers.

Project management meetings will be held to focus on progress, challenges, and mitigation measures. Progress reports should be aligned to the approved implementation plan and Terms of Reference for this assignment. Upon completion of the project the preferred PSP will

be required to submit a close out report alluding to achievements, challenges, and proposals for improvement of on-going implementation and future similar initiatives.

Payment will be based on deliverables instead of time based. All reports should be submitted to the Department in both hard and soft copies. No payment will be made where there is outstanding work not completed satisfactorily as per the outlined deliverables. Disbursements must be calculated as part of the deliverables in the proposal.

9. REQUIRED EXPERTISE

The PSP should have vast knowledge of the water and sanitation sector throughout the value chain and the relevant policy and legislative framework. Demonstrate knowledge and experience in development of strategies, guidelines, and educational and awareness materials. Demonstrate knowledge and experience in governance of sanitation services at all levels, advocacy, communication, creative & graphic designing, public education, environmentalist, water and sanitation expert and socio-economic issues in the country. The team should consist of amongst others, institutional and social experts, environmentalists, creative and graphic designers, communication specialists and engineers.

10. SKILLS DEVELOPMENT

The Department's policy requires that the use of PSP must benefit the human resource within the Department itself. The Preferred PSP will therefore be expected to work in close co-operation with the Project Manager and other DWS officials as part of the skills development. Further to this, the consultant must in the proposal indicate how skills development will be undertaken.

11. OWNERSHIP AND CONFIDENTIALITY

The DWS will become the owner of all documentation and the deliverables produced within the context of this assignment. All the information should be treated with confidentiality and may not be communicated or made available to any person outside DWS and may not be published, either during the currency of the Agreement or thereafter, without the prior consent of DWS.

12. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD).		
3	Complete, sign and submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1		
4	General Conditions of Contract (GCC)		

13 EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2011, submissions will be adjudicated on 80/20 points system and the evaluation criteria. Two phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Functional / Technical Evaluation

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

PHASE 1: FUNCTIONAL AND TECHNICAL EVALUATION

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

CRITERIA	WEIGHT
Past Experience of the company Successful completion of previous relevant projects and overall track record of similar projects, with minimum of 5 years proven experience of working in the water and sanitation services sector. The bidder should provide a testimonial letters or references with contact details as proof of past experience. 1. Development of communications, advocacy, awareness material and strategies 2. Creative & graphic design 3. Water and sanitation services 4. Environmental health or management related services 5. Institutional and social development in water and sanitation services All items = 5 points Item 1, 2, 3 and 4 = 4 points Items 2, 3 and 4 = 3 points Items 4 and 5= 2 points Any item = 1 points	20
Methodology The responsiveness to the Terms of Reference, the level of detail in the proposal, attention to project management and innovative approaches and ideas. Include a detailed project plan and timeframes to complete the project as well as detailed costing per deliverable. The breakdown of 30 weight for the proposal will be: 1. Project Execution Plan with clear milestones, timeframes and costing per deliverable 2. Methodologies in line with task descriptions as outlined in item 4 Project Scope 3. Demonstration of how quality assurance of deliverables will be undertaken before submitting to the DWS. 4. Demonstration of innovative approaches and logical ideas in linking the identified FSM gaps and challenges with educational and awareness materials, and messages in the framework to effectively conscientize and educate all key role players to manage faecal sludge safely. 5. Demonstration of the understanding of the scope of work. All items above items included – 5 points Item 1,2, 3 and 4 included – 4 points Item 1, 2 and 4 included – 3 points Any 2 items included – 2 points Any 1 item included – 1 point	30

CRITERIA	WEIGHT
Team Capability The technical and professional skills of the project team, experience, overall competency, and track record. Abbreviated Curriculum Vitae of all personnel, not longer than one page each, shall be included in an Appendix. Proof of registration with relevant bodies where applicable should be provided. The team should consist of: Item 1: • Institutional and Social Expert - Degree in Social Sciences and minimum of 3 years experience working with water and sanitation stakeholders. • Graphic and Creative Designer – Degree or National Diploma in Graphic and Creative Designer related field and minimum of 3 years experience in the field. • Videographer – Degree or National Diploma in Journalism or Multimedia and minimum of 3 years experience in the field. • Communication Expert - Communications related Degree and minimum of 5 years experience in environment, water, and sanitation sector. • Environmentalist - Degree in Environmental Health/ Science/ Management/ Geography and minimum of 3 years experience in the water and sanitation services sector. • Engineer / Engineering Technologist - Registered Professional Civil / Chemical Engineer, or registered Professional Civil / Chemical Engineering Technologist. Engineers and Engineering Technologist should be registered with Engineering Council of South Africa and minimum of 5 years experience in the water and sanitation services sector. Item 2: • Institutional and Social Expert - Degree in Social Sciences and minimum of 3 years experience working with water and sanitation stakeholders. • Graphic and Creative Designer - Degree or National Diploma in Graphic and Creative Designer related field and minimum of 3 years experience in the field. • Videographer - Degree or National Diploma in Journalism or Multimedia and minimum of 3 years experience in the field. • Environmentalist - Degree in Environmental Health/ Science/ Management/ Geography and minimum of 3 years experience in the water and sanitation services sector. • Engineer / Engineering Technologist - Registered Professional Civil / Chemical Engineer, or registered Professional Civil / Chemical Engineering Technologist. Engineers and Engineering Technologist should be registered with Engineering Council of South Africa and minimum of 5 years experience in the water and sanitation services sector. Item 3: • Institutional and Social Expert - Degree in Social Sciences and minimum of 3 years experience working with water and sanitation stakeholders.	25

CRITERIA	WEIGHT
• Graphic and Creative Designer – Degree or National Diploma in Graphic and Creative Designer related field and minimum of 3 years experience in the field. • Environmentalist - Degree in Environmental Health/ Science/ Management/ Geography and minimum of 3 years experience in the water and sanitation services sector. • Engineer / Engineering Technologist – Registered Professional Civil / Chemical Engineer, or registered Professional Civil / Chemical Engineering Technologist. Engineers and Engineering Technologist should be registered with Engineering Council of South Africa and minimum of 5 years experience in the water and sanitation services sector. Item 4: • Institutional and Social Expert - Degree in Social Sciences and minimum of 3 years experience working with water and sanitation stakeholders; and any two of the following team: ○ Graphic and Creative Designer – Degree or National Diploma in Graphic and Creative Designer related field and minimum of 3 years experience in the field. ○ Videographer – Degree or National Diploma in Journalism or Multimedia and minimum of 3 years experience in the field. ○ Communication Expert - Communications related Degree and minimum of 5 years experience in environment, water, and sanitation sector. ○ Environmentalist - Degree in Environmental Health/ Science/ Management/ Geography and minimum of 3 years experience in the water and sanitation services sector. ○ Engineer / Engineering Technologist - Registered Professional Civil / Chemical Engineer, or registered Professional Civil / Chemical Engineering Technologist. Engineers and Engineering Technologist should be registered with Engineering Council of South Africa and minimum of 5 years experience in the water and sanitation services sector. Item 5: • Institutional and Social Expert - Degree in Social Sciences and minimum of 3 years experience working with water and sanitation stakeholders; and any one of the of the following team: ○ Graphic and Creative Designer – Degree or National Diploma in Graphic and Creative Designer related field and minimum of 3 years experience in the field. ○ Videographer – Degree or National Diploma in Journalism or Multimedia and minimum of 3 years experience in the field. ○ Communication Expert - Communications related Degree and minimum of 5 years experience in environment, water, and sanitation sector.	

CRITERIA	WEIGHT
○ Environmentalist - Degree in Environmental Health/ Science/ Management/ Geography and minimum of 3 years experience in the water and sanitation services sector. ○ Engineer / Engineering Technologist - Registered Professional Civil / Chemical Engineer, or registered Professional Civil / Chemical Engineering Technologist. Engineers and Engineering Technologist should be registered with Engineering Council of South Africa and minimum of 5 years experience in the water and sanitation services sector. Item 1 = 5 points Item 2 = 4 points Item 3 = 3 points Item 4 = 2 points Item 5 = 1 points	
Skills Development within DWS A Skills Development Plan with measurable outputs, involving the identified DWS staff during the implementation of the project needs to be detailed. The Skills Development Plan should: 1. Indicate the approach to be undertaken on skills development based on the scope of work and deliverables. 2. Include exposure of DWS personnel to creative design. 3. Include at least one training workshop every six months for the identified officials in DWS 4. Support DWS Graduate Trainees working towards professional registration All items above = 4 points Any 3 items above = 3 points Any 2 items above = 2 points Any item above = 1 point	10
Capacity Building and Job Creation The capacity building plan must include: 1. HDIs and support graduate trainees working towards professional registration and must have specific quantifiable measures to ensure capacity building takes place throughout the project. 2. Graduates that do not require professional registration but need work experience in the sector. 3. Youth. 4. Women and person living with disability. 5. Initiatives of taking on board students who require experiential training to qualify for a degree. All items above included = 5 points Item 1, 2, 3 and 4 included = 4 points Item 1, 2 and 3 included = 3 points Any 2 items included = 2 points Any 1 item included = 1 point	15
TOTAL	100

PHASE 2: THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

Conditions:

- Bidders are kindly requested to submit one (1) copy plus the original

ENQUIRIES

For all Technical enquiries:

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