DEPARTMENT OF WATER AND SANITATION
REBPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11581

DESCRIPTION

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO CONDUCT GAP ANALYSIS OF SANITATION-RELATED QUALIFICATIONS TRAINING PROGRAMMES ACROSS THE SANITATION SERVICES CHAIN FOR A PERIOD OF 36 MONTHS

ISSUE DATE: 09 November 2026

CLOSING DATE: 11 December 2026

TIME: 11:00

Briefing Session non Compulsory
Date: 24 November 2026
Time: 09h30 - 11:30
Join https://teams.microsoft.com/meet/3691293256908846?p=h1VmYRGO018z5fRu7W
Meeting ID: 369 129 325 690 884 6
Passcode: oW3yx6of

SUBMIT TENDER DOCUMENT

TO

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

PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR

DEPARTMENTAL TENDER BOX.

TENDERER: (Company address and stamp)

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

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

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

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

TABLE OF CONTENTS FOR BID PROPSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	**A**	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD .3.3	**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 bidded 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 in line with what is captured in the CSD report**	
SBD 6.1	**D**	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	**E**	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	**F**	Bidders are requested to provide copies of reg CSD Report.	
Certificate of authority for signatory	**G**	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorised individual	**H**	The ID copy to be attached should be that of a person authorised to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	**I**	Bidders are required to attach copies of the CIPC Certificates	
Bid Proposal	**J**	A detailed bid proposal inline with the Specifications must be attached	

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**WP11581**	CLOSING DATE:	**11 DECEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO CONDUCT A GAP ANALYSIS OF SANITATION RELATED RELATED QUALIFICATIONS TRAINING PROGRAMMES ACROSS THE SANITATION SERVICES CHAIN FOR A PERIOD OF 36 MONTHS**				
BID RESPONSE TO					
ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MS MILLICENT WILLIAMS**	CONTACT PERSON	**MR. AARON SEKONYA**
TELEPHONE NUMBER	**012 336 7619**	TELEPHONE NUMBER	**012 336 6859**
CELLPHONE		CELLPHONE	
E-MAIL ADDRESS	Williamsm@dws.gov.za	E-MAIL ADDRESS	SekonyaA@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? NO	☐ YES ☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	☐ YES ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	☐ YES ☐

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, 2022, 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)

NAME OF BIDDER: ..... BID NO: **WP11581**

CLOSING TIME 11:00 ..... CLOSING DATE: **11 DECEMBER 2026**

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

ITEM NO	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. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

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

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	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.

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example 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 INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of 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:

.....

.....

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of

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.

the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	**or**	**90/10**
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$ or		$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUTEMENT 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:

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

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

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

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

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

_____

_____

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

COMPANY - CLOSE CORPORATION - PAR

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

   Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____

Resolution of Board of Directors to enter into Consortia or Joint Ventures

_____ (code)

Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

Held at _____

_____(*pla*

*ce)*on

_____(*dat*

e)

RESOLVED that:

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

_____

_____

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

Bid / Tender Number: _____(*Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____in *his/her

Capacity as: _____(*Position in the Enterprise)*and who will sign as follows: _____

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

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

_____

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

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

Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:_____

_____

_____

_____

(code)Postal Address:_____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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3			
4			
5			

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7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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

LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

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

Signature: Sole owner..... .....

Date .....

Witnesses:

1. _____ Date : _____

2. _____ _____

ENTERPRISE STAMP

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

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

_____

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

Held at_____*(place)*

on_____*(date)*

RESOLVED that:

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

   _____

   (project description as per Bid / Tender Document)

   Bid / Tender Number:_____*(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

14			
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16			
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR

GAPS ANAYSIS OF SANITATION RELATED QUALIFICATIONS AND TRAINING PROGRAMMES ALONG THE SANITATION SERVICE CHAIN FOR A PERIOD OF 36 MONTHS

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1. PURPOSE

The purpose of this project is to conduct the gap analysis of sanitation related qualifications and training throughout the entire sanitation service chain and recommend new sanitation aspects to be covered. The analysis should include accredited and non-accredited qualifications, training and skills development programmes offered by public and private institutions of higher learning in South Africa.

2. BACKGROUND

2.1. The Sustainable Development Goals (SDG) 6.2 for Sanitation and Hygiene target 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 SDG target 6.2 has a global indicator 6.2.1 which is measured by a proportion of population using safely managed sanitation services including hand washing facility with soap and water. This SDG target aligns with the National Development Plan (NDP) which also sets the sanitation target for provision of improved sanitation for all by 2030. With only 4 years left until 2030, it is essential to build capacity in the sector to ensure that the rate of safely managed sanitation delivery is accelerated.

2.2. Access to safe and sustainable sanitation services requires competent personnel across the entire sanitation service chain, from containment, emptying, transport, treatment, to reuse and disposal. However, the availability, and adequacy of qualifications and training programmes supporting this workforce is uneven.

2.3. The provision of sanitation services has evolved over the past few years, and sustainable provision of sanitation services requires an integrated approach which incorporates planning, implementation, monitoring, regulation, and sustainable management of appropriate sanitation systems. Predictions are that climate change will result in significant changes in future water availability, therefore the sanitation practitioners must adapt and plan for uncertainties and climate resilient sanitation solutions that are fit for purpose and appropriate for different settlement types.

2.4. South Africa as a water-stressed country has embraced the needs to use its water resources with increasing efficiency to maximize water availability. The use of innovative alternative sanitation technologies that minimise the usage of water resources and encourages water recycling and reuse remains a fundamental principle which the country should achieve. The National Water and Sanitation Master Plan (2018) endorses the adoption and implementation of alternative and appropriate sanitation technologies that are waterless or minimises the use of water.

2.5 The non-conventional sewerage and alternative sanitation systems such as non-sewered sanitation systems, faecal sludge treatment plants, off-grid and decentralised wastewater treatment systems have only obtained much scientific and technical attention over the past few years. Therefore, there is a need to develop the knowledge and innovations to improve the safe management of faecal sludge along the sanitation service chain.

2.5. Safe management of water and sanitation services requires the right mix of skills and expertise. There are large capacity and skills gaps in the sector, which are even more apparent in sanitation services, especially onsite and non-sewered sanitation. There is inadequate knowledge and skills for planning, management, and operations of non-sewered sanitation systems, faecal sludge management and non-conventional approaches to sewerage provision as these are usually not included in the curricula of the institutions of higher learning. There is also a growing need for personnel skilled in mitigating climate change effects on sanitation at managerial, technical, and operational levels.

2.6. The adoption of safely managed sanitation, alternative sanitation systems, circular economy, and the need to pursue beneficial use and recycling of wastewater effluent, wastewater sludge and faecal sludge requires the country to modify qualifications and upskill the sector to be able to manage the emerging solutions sustainably and respond to the current and future sanitation needs. The approval of the National Faecal Sludge Management Strategy further raised the need to capacitate the sector on the integration of faecal sludge management in the provision of sanitation services.

2.7. One of the key functions of the Department of Water and Sanitation (DWS) is to provide support to the sector. As highlighted in the National Sanitation Policy (2016), capacity building through education, training and skill development must form a major component of support to the sector.

2.8. In terms of the National Capacity Building Framework for Local Government, there are three types of capacity building which are, individuals, institutional and environmental. This project focusses on individual capacity building. Skilled personnel could ultimately respond adequately to most institutional and environmental capacity requirements.

2.9. In line with Goal 4.6 (Encouraging and supporting cooperatives, small enterprises, worker-initiated, NGO and community training initiatives) and Goal 4.7 (Increasing public sector capacity for improved service delivery and supporting the building of a developmental state) of the National Skills and Development Strategy 111, the training programmes should respond to the roles of relevant stakeholders along the sanitation service chain.

2.10. The project responds to one of the actions in the National Water Resource Strategy 111 (2023) that requires the sector to identify new / future skills that are required in the water and sanitation sector. Identified sanitation qualification gaps would guide the review, modification and development of sanitation related qualifications, modules, unit standards, training, and skills development programmes that are relevant to all types of sanitation systems.

3. OBJECTIVES OF THE PROJECT

The objectives of the project are:

3.1. To analyse and identify the current sanitation related qualifications, short courses and modules, unit standards, training, continuous professional development (CPD), and skills development programmes (accredited and non-accredited) along the entire sanitation services chain that are offered by public and private institutions of higher learning and the relevant Sector Education and Training Authorities (SETAs). The analysis should include training relevant to all types of sanitation systems such as, but not limited to, sewered, non-sewered, and onsite sanitation systems, faecal sludge management, and decentralised wastewater systems.

3.2. To analyse and identify qualification gaps in line with each component of the sanitation service chain that are relevant to all sanitation systems and climate resilient sanitation solutions.

3.3. To propose modification of the current qualifications and recommend new qualifications, modules, unit standards, training, and skills programmes, that need to be developed to respond to emerging sanitation issues.

4. PROJECT SCOPE

4.1. Conduct desktop analysis on sanitation related qualifications, training and skills development programmes offered nationally and globally in line with the offsite and onsite sanitation services chains. Identify skills required to plan, implement, manage, operate, and maintain, each stage of the sanitation service chain for all types of sanitation systems.

4.2. Develop sanitation situational analysis and provide a comprehensive inventory of all existing sanitation related qualifications, degrees, diplomas, modules, short courses, unit standards, CPD, and training programmes (accredited and non-accredited) related to the sanitation service chain for all types of sanitation systems, offered by public and private sector institutions of higher learning.

4.3. Develop proposed key aspects to be incorporated into existing qualifications and training programmes to close the gap between curricula and the skills required to ensure sustainable management of sanitation services and implement the sanitation.

4.4. Propose qualifications, modules, unit standards, short courses, training, CPD, and skills development programmes that should be modified to incorporate the key aspects along the entire sanitation service chain.

4.5. Provide a comprehensive inventory of qualifications modules, unit standards, short courses, training, CPD, and skills development programmes that should be developed to respond adequately to the needs to plan, manage, operate, and maintain various types of sanitation systems such as sewered, non-sewered, onsite, centralised, decentralised, and off-grid wastewater systems.

4.6. Conduct stakeholder consultation sessions on the current sanitation related qualifications and training gap analysis report for inputs.

4.7. Engage Department of Higher Education and Training (DHET), Institutions of Higher Learning, Energy and Water Sector Education and Training Authority (EWSETA), Local Government Sector Education and Training Authority (LGSETA), and other relevant SETAs, Technical and Vocational Education and Training (TVET) colleges, South African Qualification Authorities (SAQA), Quality Council for Trades and Occupations (QCTO), National Skills Authority, relevant bodies, and other stakeholders to influence and contribute to the implementation of the recommendations for the modification of sanitation related qualifications.

4.8. Provide a precise plan and process map for addressing missing aspects, gaps, and courses to develop skills to safely manage sanitation services.

4.9. Develop a Skills Transfer Plan and Report for DWS officials in all stages of the project.

4.10. Develop and submit a project closure report.

5. PROJECT DELIVERABLES

No	Deliverable	Description
5.1.	**Inception Report**	An Inception report should confirm amongst others the scope of the project, clear methodology, potential interventions, stakeholders' analysis and engagement plan, roles and responsibilities of the project team. Develop a project execution plan with clear milestones for easy tracking of the progress. Determine the milestones and timeframes for project execution. DWS approved project timeframes as well a human resources schedule for each of the deliverables.
5.2.	**Desktop analysis**	Conduct the desktop analysis on national and international sanitation related qualifications, training, CPD, and skills development programmes (accredited and non-accredited) along the entire sanitation services chain that are offered by public and private institutions of higher learning

		and the relevant SETAs. This section should also include international benchmark, initiatives and best practices that can be applied in the South African context. The analysis should include training relevant to all types of sanitation systems such as, but not limited to, sewered, non-sewered, onsite sanitation systems, water efficient sanitation systems (WESS), faecal sludge management (FSM), and decentralised wastewater systems. Furthermore, it should also include climate resilient sanitation solutions and tools such as excreta flow diagrams and sanitation safety planning.
5.3.	**Skills required to plan, implement, manage, operate, maintain, and regulate each component of the sanitation service chain**	Identification of skills required in the management of all types of sanitation systems in the sanitation service chain, including health and safety.
5.4.	**Skills required to reuse treated wastewater, wastewater sludge and faecal sludge to enable implementation of sanitation circular economy**	The skills should cover circular economy requirements and all types of by-products that could be produced from sludge, such as but not limited to, composting, biogas, biochar, biofuel, bricks, animal feeds. This should include amongst others the technical, regulatory, economic, and social skills.
5.5.	**Sanitation analysis and comprehensive inventory of existing sanitation related qualifications and training programmes**	The analysis should cover the existing sanitation qualifications and identify gaps across the sanitation service chain for all types of sanitations systems to address the current and future needs of South Africa. The analysis should include but not limited to the 26 Universities, 18 public TVET colleges, all relevant SETAs, and 5 Private Training Institutions. The inventory should be comprehensive and include all existing relevant sanitation qualifications (certificates/ diploma/degree), modules, unit standards, short courses, CPD, (accredited and non-accredited), offered by public and private sector institutions of higher learning and training providers.
5.6.	**Proposed key aspects to be incorporated into existing qualifications and training programmes**	The proposed key aspects should assist in closing the gap between the curriculum and skills required in the sector to sustainably manage sanitation services. This deliverable would be used to influence institutions of higher learning and training institutions to incorporate identified gaps in their curricula and training programmes in order to provide appropriate knowledge and skills required for the current and future needs of the country.
5.7.	**Comprehensive inventory of proposed qualifications and training programmes to**	Based on the gaps identified, provide a comprehensive inventory of recommended qualifications, modules, short courses, unit standards, training, CPD, and skills development programmes that could be modified, improved or developed for South Africa to respond adequately to the needs to plan, manage, operate, maintain, and regulate climate resilient sanitation solutions and various types of sanitation systems such

	be modified, improved, or developed	as sewered, non-sewered, onsite, centralised, decentralised and off-grid wastewater systems. Other areas should include tools such as excreta flow diagram, sanitation safety planning and wastewater risk abatement plan.
5.8.	**Stakeholder Engagement report on qualifications and training gap analysis**	Engage stakeholders through various approaches such as focus groups, workshops, bilateral meetings and interviews, in both public and private institutions of higher learning, relevant SETAs, SAQA, National Skills Authority, other relevant bodies and stakeholders. Stakeholder will include among others WSAs, Water Boards, relevant Departments, SETA registered training providers, DHET, Institutions of Higher Learning, Water Institute of Southern Africa (WISA) and other relevant bodies. Conduct two provincial workshops in all 9 provinces, one in-person and online. The PSP is expected to travel to twice to each province during the contract period and engage with relevant stakeholders such as WSAs, institutions of higher learning, SETA registered training providers, research practitioners, relevant Departments. Conduct in-person consultation with 3 Metro Municipalities, 2 WSAs, 2 Water Boards, 2 municipal entities, 5 Universities, and DHET. Conduct 2 national workshops (1 online and one face to face) with the relevant stakeholders. The costs for the venue will be covered by DWS. Provide a consolidated report and comment registers clearly stating inputs from each province and each engagement. The bidder should not include costs for venues.
5.9.	**Report on engagements with institutions of higher learning and training bodies to influence modification of qualifications**	Engage DHET, institutions of higher learning, relevant SETAs, TVET, and other training institutions to influence and contribute to the development of sanitation related qualifications in line with sanitation service chain. The engagements should include but not limited to 26 Universities, 18 public TVET colleges, EWSETA, LGSETA and other relevant SETAs, SAQA, QCTO, WISA, and relevant selected registered Private Training Institutions. 10 engagements should be in-person, and the rest should be online.
5.10	**Provide a precise plan and process map for addressing skills gaps and courses to safely manage sanitation services**	The plan should provide clear direction and processes to develop skills to manage sanitation safely and sustainably.
5.11.	**Participate in the project management and Reference Group meetings**	The reference group members will be appointed by DWS, and it would provide an oversight role and provide inputs on the deliverables according to their areas of expertise. 36 project management meetings (10 face to face meetings) and 12 reference group meetings (6 face to face meetings) will be held. The bidder should provide records of these meetings.

5.12.	**Skills Transfer Plan and report for DWS officials**	Prepare a detailed Skills Transfer Plan with tangible outputs for DWS officials. A Skills Development Plan with measurable outputs, involving the identified DWS staff during the development and implementation of the project needs to be detailed. The Skills Development Plan should include amongst others: • Approach to be undertaken on skills development based on the scope of the work and deliverables. • Include at least one training workshop per year for the identified officials in DWS. • Submit a training report for each training conducted.
5.13.	**Project close out report**	Upon completion of the project, the bidder will submit a Close-Out Report on achievements, challenges, and recommendations for the improvement of the on-going implementation and future similar initiatives.

6. METHODOLOGY

6.1. The bidder is required to propose a detailed methodology on how the assignment would be undertaken. A detailed project plan and costs per deliverable will also be required. Disbursements must be calculated as part of the deliverables in the proposal.

7. DURATION

7.1. The project will be implemented over a period of 36 (thirty-six) months, starting from the date of signing the contract with DWS.

8. PROJECT MANAGEMENT

8.1. 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.

8.2. All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Project Manager. The appointed service provider shall designate a Contract Manager who will provide a single point of contact for management and coordination of work to be undertaken. All work performed shall be coordinated between the two project managers.

8.3. 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 recommendations for improvement of on-going implementation and future similar initiatives.

8.4. Payment will be based on deliverables instead of time based. All reports should be submitted to the Department in soft copies. No payment will be made where there is outstanding work not completed satisfactorily as per the outlined deliverables.

9. REQUIRED EXPERTISE

The Project team should demonstrate knowledge and experience of the water and sanitation sector throughout the value chain and the relevant policy and legislative framework. The PSP should also have a good understanding of the policies and procedures of the Department of Higher Education and Training and other education and training bodies such as QCTO, SAQA, EWSETA and LGSETA. Demonstrate experience in accredited skills development and

methodologies in the water and sanitation training field. The team should consist of amongst others, Natural Scientists, Engineers, Environmentalists, accredited Skills Development Experts, and Institutional and Social Experts.

SPECIAL CONDITIONS FOR PROJECT TEAM

- In the event that any key staff member appointed by the Bidder is unable to continue in their role due to resignation, death, or other valid reasons, the Bidder shall, within thirty (30) calendar days, propose a replacement of equivalent or superior qualifications and experience. Such replacement shall be subject to the prior written approval of DWS.
- The Bidder shall provide documentary proof of the circumstances necessitating the replacement, such as a certified copy of the death certificate in the case of death, or a formal resignation letter in the case of resignation.
- The Bidder shall ensure that the continuity of services is maintained during the transition period and that project delivery is not adversely affected. All costs associated with the replacement of team members under these circumstances shall be borne by the Bidder.
- For positions designated as key personnel, replacements shall only be permitted under exceptional circumstances (such as death, serious illness, or resignation) and must be fully justified to the satisfaction of DWS.

10. SKILLS DEVELOPMENT

The Department requires that the use of Professional Service Providers must benefit the human resource within the Department. Therefore, the preferred PSP would 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 PSP 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 contact period or thereafter, without the prior consent of DWS.

12. ADMINISTRATIVE REQUIREMENTS

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 and SARS).		
3	Bidders must complete, sign and submit SBD 1, SBD 3.2, SBD 4, and SBD 6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit		

	a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
7	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		
8	Non-compulsory online briefing session		

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 2022, 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 65% for functionality to qualify for further evaluation. Bids that do not meet the minimum required score will be disqualified. The Functional / Technical criteria are:

Values: 0: Very Poor... 1: Poor....2: Average...3: Good.... 4: Very good...5: Excellent

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Past Experience and Track record of the company	Successful completion of water and sanitation services projects with minimum of 5 years proven experience. The bidder should provide contactable references for each project completed as a proof of past experience in the following areas: 1. Skills development in water or sanitation or local government. 2. Water supply and sanitation services. 3. Scientific and/or civil or chemical engineering services related to water and/or sanitation. 4. Research related to water and/or sanitation services and/or local government.		25%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	5. Stakeholder engagement and coordination.			
	All items	5		
	Any 4 Items	4		
	Any 3 Items	3		
	Any 2 items	2		
	Any 1 item	1		
	Not any item above addressed	0		
Team Leader	Bidders are required to attach proof of qualifications, abbreviated Curriculum Vitae (CV) highlighting the areas of work that the Team Leaders have previously conducted Project Team Leader must comply with the following criteria: 1. Master's degree in Natural Sciences with minimum of 7 years' experience in water and sanitation services. 2. Honours degree in Natural Science with minimum of 7 years' experience in water and sanitation services. 3. Degree in Natural Sciences with minimum of 7 years' experience in water and sanitation services. 4. National Diploma in Natural Sciences with minimum of 7 years' experience in the water and sanitation services. 5. Relevant certificate 7 years' experience in in water and sanitation services.		25%	
	Item 1 with a minimum of 7 years' experience	5		
	Item 2 with a minimum of 7 years' experience	4		
	Item 3 with a minimum of 7 years' experience	3		
	Item 4 with a minimum of 7 years' experience	2		
	Item 5 with a minimum of 7 years' experience	1		
	Not any item above addressed	0		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Team capabilities	The technical and professional skills of the project team, experience, overall competency and track record. Abbreviated CV of all personnel are required. **Team composition:** At a minimum, the project team must include expertise in the following 4 professional disciplines: engineering, natural sciences, environmental management, and social sciences. **DESCRIPTION OF PROFESSIONS:** 1. Natural Scientist – Hold a degree or equivalent qualification in Natural Science and a minimum of 5 years of experience in water and sanitation. 2. Civil or Chemical Engineer – Hold a degree or equivalent qualification in Civil or Chemical / Engineer and a minimum of 5 years of experience in water and sanitation. 3. Environmental management – Hold a degree or equivalent qualification in Environmental Management / Health and at least 5 years of experience in water and sanitation. 4. Social Experts – Hold a degree in Social Sciences or Development Studies or equivalent qualification and at least 5 years of experience in water and sanitation, or accredited skills development. 5. Hold any relevant degree or equivalent with 5 years of experience accredited skills development.		25%	
	All item above	5		
	Any 4 Items	4		
	Any 3 Items	3		
	Any 2 Items	2		
	Any 1 Item	1		
	Not any item above addressed	0		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
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 for the proposal will be: 1. Team execution plan (resources, responsibilities) and organogram. 2. Project Execution Plan with clear milestones, timeframes, and costing per deliverable. 3. Methodologies in line with the scope of work and deliverable. 4. Quality assurance of deliverables 5. Demonstrate innovative approaches in response to the ToR.		25%	
	All above items included	5		
	Any 4 Items	4		
	Any 3 Items	3		
	Any 2 Items	2		
	Any 1 item	1		
	Not any item above addressed	0		
Total			**100%**	

PHASE 2: THE 80/20 PRINCIPLE BASED ON 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:

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

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

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:

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