



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DW106

REQUEST FOR BID

BID NUMBER WP10504

DEVELOPMENT OF AN INTEGRATED WATER QUALITY PLAN (IWQMP) FOR THE OLIFANTS RIVER SYSTEM

ISSUE DATE:

17 JULY 2015

CLOSING DATE AND TIME

27 AUGUST 2015 at 11H00

SUBMIT TENDER DOCUMENT

Compulsory briefing session

Date: 6 August 2015

Time: 10:00

**Venue: Department of Water and Sanitation
Roodeplaat Training Centre
Main Conference room**

POSTAL ADDRESS:

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

OR

TO BE DEPOSITED IN:

**THE TENDER BOX AT THE
ENTRANCE OF ZWAMADAKA
BUILDING 157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA
0002**

TENDERER: (Company address and stamp)

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

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DWS

BID NUMBER: **WP10504**

CLOSING DATE: **27 AUGUST 2015**

TIMES: **11:00**

DESCRIPTION: **DEVELOPMENT OF AN INTEGRATED WATER QUALITY PLAN (IWQMP) FOR THE OLIFANTS RIVER SYSTEM**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: **Private Bag x313, Pretoria, 0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
157 Francis Baard Street (Formerly Schoeman), Pretoria, 0002 at the Reception, Zwamadaka Building

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR A REGISTERED
AUDITOR.....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Pieter Viljoen

Tel: 012 336 7514

E-mail address: viljoenp2@dws.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE

ENVIRONMENTAL IMPACT ASSESSMENT FOR PROPOSED SURFACE WATER DEVELOPMENTS FOR AUGMENTATION OF THE WESTERN CAPE WATER SUPPLY SYSTEM

NAME OF BIDDER:	BID NO.: WP10504
CLOSING TIME 11:00	CLOSING DATE: 27 AUGUST 2015

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO INCLUDED)	DESCRIPTION	BID PRICE	IN RSA
		**(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-----	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

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 AMOUNT	RATE	QUANTITY
-----	R.....	R.....
-----	R.....	R.....
-----	R.....	R.....
TOTAL: R.....		

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

5.2 Other expenses, for example accommodation (specify, eg. 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
.....	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.
.....

.....

.....

.....

Any enquiries regarding bidding procedures may be directed to the

Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

E-mail address: phiriz@dwa.gov.za

Any enquiries regarding technical information may be directed to:

Contact Person: Pieter Viljoen

Tel: 012 336 7514

E-mail address: viljoenp2@dws.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars. **YES/NO**

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 **PRICE**

.....

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**

.....

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking

- into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?

- (iii) the B-BBEE status level of the sub-contractor?

- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	+	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT.

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders**
- (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 compile separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

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General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing,

the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, envelope or package; the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

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

For and on behalf of the Bidder:

.....
...

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):

**THE DEPARTMENT OF WATER AND SANITATION WISHES TO
INVITE ALL INTERESTED SERVICE PROVIDERS FOR THE
DEVELOPMENT OF AN INTEGRATED WATER QUALITY
PLAN (IWQMP) FOR THE OLIFANTS RIVER SYSTEM**

WP10504

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

This template must be completed by the bidder

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

Name:.....

Position:.....

Signature:.....Date:.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

**Development of an
Integrated Water Quality Management Plan
for the
Olifants River System**

**Terms of Reference:
REQUEST FOR PROJECT PROPOSALS**

**(Draft 3: Version 3)
March 2015**

Sub-Directorate Water Quality Planning

**Directorate Water Resource Planning Systems,
Chief Directorate Integrated Water Resource Planning,
Department of Water and Sanitation
Private Bag X313,
Pretoria, 0001**

Republic of South Africa

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1. BACKGROUND

The Olifants River System falls within the Limpopo River Basin, which is shared by South Africa, Botswana, Zimbabwe and Mozambique. As the Olifants River flows directly from South Africa into Mozambique, where it joins the Limpopo River, developments in South Africa directly impact upon Mozambique. The Olifants River falls within three provinces, viz. a small part to the west within Gauteng, with the southern part mainly in Mpumalanga and the northern part in Limpopo Province. The main tributaries are the Wilge, Elands, Ga-Selati and the Letaba Rivers on the left bank and the Steelpoort, Blyde, Klaserie and Timbavati rivers on the right bank. The Portion of Olifants Water Management Area in South Africa alone excluding the Letaba Catchment is about 54, 550 km² (DWA, 2004b).

The WMA has extensive coal reserves located in the upstream southern region of the catchment in the vicinity of Witbank and Middelburg. The level of development in the catchment is influenced by the mineral deposits. The main economic activities are concentrated in the mining and industrial centers of Witbank and Middelburg, near Phalaborwa and in the Steelpoort where a variety of minerals are found. Some of the largest thermal power stations in the world are located in the Upper Olifants Sub-catchment. Extensive irrigation occurs in the vicinity of Loskop Dam, along the lower reaches of the Olifants River, near the confluence of the Blyde and Olifants Rivers as well as in the Steelpoort valley and upper Selati catchment. The largest economic sector in terms of gross domestic product in the catchment is mining.

As part of the Controlled Release Scheme in the Upper Olifants, preliminary Water Quality Planning Limits (WQPL) have been developed as a means for regulating the water quality in the Upper Olifants sub-catchment (DWA, 2009). From a planning perspective in order to manage water resource across the WMAs and provincial boundaries an Integrated Water Quality Plan is required.

To this effect, the Olifants was prioritised and an Interim *Integrated Water Resource Management plan* for the Upper and Middle Olifants River (DWA, 2009) was established as an integral study of Reconciliation Strategy for the Olifants WMA. The said studies now needs to be complemented by similar initiatives for the Steelpoort, Lower Olifants and Letaba catchment

This project aims to establish an IWQMP for each of the following catchments: Upper Olifants, Middle Olifants, Steelpoort, Lower Olifants and Letaba catchments. Furthermore the project aims to consolidating the individual water quality management plans and establish an overarching IWQMP for the entire Olifants River System.

The development of the above would be achieved through alignment with a number of projects that will be run concurrently by DWS such as the Classification of the selected water resources in the Olifants and the development of Resource Quality Objectives study for the Olifants WMA. The Study will also consider various water resource management activities that are taking place in the Olifants River Forum (ORF), South African National Parks (SANPARKs) and the Limpopo Watercourse Commission (LIMPCOM).

With the Olifants River flowing through the Kruger National Park, which is located at the downstream extremity of the water management area, the provision of water to meet ecological requirements is one of the controlling factors in the management of water resources throughout the Water Management Area (DWA, 2004a). This Plan must ensure that the water quality meet the requirements of the KNP.

1.1 Water Quality Management issues in the Olifants River System.

Water use throughout the Olifants River System is significant, with the current mean annual runoff at the Olifants River mouth estimated to be half of the natural flow of 11 500 10⁶m³ (DWA, 2004b). A number of water quality problems that have the potential to severely affect the economic activities and health of the users in the catchment as well as the ecological integrity of the resource itself have been identified as:

- Elevated levels of salinity, particularly in the Upper and Middle Olifants;
- The threat of acid mine drainage to the Middle Olifants Sub-catchment. Increased eutrophication and algal blooms have been reported;
- Event driven incidences of microbiological contamination occurs throughout the catchment but at localised areas;
- Soil erosion and wetland degradation occur throughout the catchment;
- Fish kills particularly in the Loskop dam area and Kruger National Park have been reported and is being investigated by SANPARKS;
- Toxicants particularly in the Letaba catchment.

A comprehensive plan for the management of water quality across the Olifants River System is thus required to ensure that the water resource is managed in a holistic and sustainable manner so as to ensure sustainable provision of water to local and international users.

The IWQMP among other things will recommend WQPL and management options that will optimise the benefits with respect to the Olifants River System as an entirety. The development of the IWQMP will require co-operation with other partners in government as well as stakeholder engagement.

The Reconciliation Strategy for the Olifants and Levuvhu Letaba Water Management Area (DWA 2011) outlined the need to develop Water Quality Plan that would:

- ensure a sound and reasonable balance between development impacts and the protection of the resource;
- address fitness for use by all users (especially downstream users), and protection of the natural ecosystems will form the basis for strategy development;
- undertake a situation assessment as a first phase followed in subsequent phases by the development of the water quality reconciliation strategy;
- set the Water Quality Planning Limits (WQPL) at key points in the sub-catchments. The WQPL are based on the DWS water quality guidelines and in some cases input from a public consultation process;
- ensure the maintenance or achievement of the WQPL in a phased manner;
- Evaluate feasible options for managing the quality of water required by the various users as well as options to improve use by those users (to ensure water use efficiency);
- Incorporate catchment scale modelling and scenario analysis.

1.2 Need for the integration of all water quality issues in the Olifants River System.

The development of an IWQMP that takes cognisance of the cascading effect of upstream activities and that integrates with flow management strategies requires comprehensive water quality modelling (e.g. for the determination of salinity balances) and integration with bulk water supply reconciliation studies. The development of an IWQMP for the Olifants River System has been awaiting the development and progress on the Olifants Reconciliation Strategy study and commencement of the Levuvhu/Letaba Reconciliation Strategy Study and others as mentioned above.

2. PURPOSE OF THIS TERMS OF REFERENCE.

The purpose of this Terms of Reference is to provide a framework for the functions and responsibilities of the Professional Service Provider (PSP) undertaking this assignment. The PSP therefore must provide for the diverse skills and expertise required to undertake this project.

3. STUDY OBJECTIVES

Acid Mine Drainage (AMD), salinisation, metal contamination and nutrient enrichment are considered to be the most significant water quality variables with respect to the overarching management of water quality in the Olifants River System and will be the focus of the Integrated Water Quality Plan. An assessment of the situation regarding other water quality variables must however be taken account of during the inception phase to produce a final list of water quality variables for assessment during the study. In compiling the list, water quality variables typically included in the Ecological Reserve should be considered as well. The aim is to undertake some assessments of key water quality variables with the objective of understanding the linkages particularly with respect to the management options that will be recommended.

The key objectives of this study are thus to:

- Undertake a catchment situation assessment;
- Develop WQPL for the Steelpoort, Letaba and the Lower Olifants sub-catchments;
- Review WQPL for the Upper and Middle Olifants, Steelpoort, Letaba and The Lower Olifants sub-catchments;
- Incorporate and align the WQPL with the Olifants WMA Classification and Resource Quality Objectives;
- Establish whether the revision/ development of the WQPL for the Olifants will affect the existing short and long term management strategies that have been put in place;
- Conduct water quality reconciliation and foresight;
- Conduct options analysis for scenario development;
- Develop an IWQMP for Steelpoort, Letaba, Lower Olifants sub-catchments and revise the IWQMP for the Upper and Middle Olifants sub-catchments; and
- Develop an overarching IWQMP for the entire Olifants River system.

It is essential that the study's focus be on developing water quality management options for implementation over the next five years in the short term, the next 10 years in the medium term

and in the long term. To achieve this objective the approach will utilize best available information to make the recommendations. It is envisaged that the need for detailed investigations would most likely be identified during the inception phase and in subsequent phases detailed analysis will identify the optional IWQMP that will be recommended.

4. EXTENT OF STUDY AREA

The study area is the Olifants River System and its first order tributaries, including the Letaba River. The study will take cognisance of the existing international agreements.

5. STUDY PHASES

5.1 Inception phase

The study phasing and schedule will be refined during this phase. The PSP should also provide methodology for the study. The inception includes the evaluation of data available for water quality assessment and modelling.

5.2 Study phase

The phase will also include the data assembly and processing activities. This will include conducting of the situation assessment, visioning, and determination of the WQPL, water quality availability (assimilative capacity), reconciliation and scenario analysis and the development of IWQMP.

5.3 Closure phase

The study closure phase includes finalisation of all the reports and other deliverables as well as the closure report, their provision in bound hard copies and digital format; electronic documents submitted as both PDF format and Microsoft Word format. The provision of the working and checked (calibrated) water quality models used during the study and the data and information library.

6. SCOPE OF WORK: TASKS AND DELIVERABLES.

The tasks will sequentially feed into each other, however it may be necessary that at least some part of the tasks listed below be run concurrently. A detailed project/study proposal will be required by interested bidders and if sub-tasks are necessary to achieve the tasks listed below, these should be defined by the PSP in their project proposal. It is advised that the proposals should have a detailed description of the tasks and sub-tasks. Cost per task and sub-task should be clearly stated to demonstrate the bidder's knowledge of what the task will necessitate.

The work shall include, but shall not be limited to the following key tasks which are not listed in chronological order:

6.1 Task 1: Project Inception

Task description:

The purpose of an Inception report is to capture the detailed work studies and tasks that would be necessary for the successful completion of the project according to the ToR. It thus aims to refine the scope of work provided in the proposal and must be finalised (co-signed by the Client and

PSP) within **3 months** of commencement of the project. The tasks can only be changed after the Inception Report approval through the Departmental Procurement Procedures.

After appropriate consultation with key existing documents as well as relevant DWS role players and other key role players identified by DWS on the project, the PSP must prepare a project inception report that should address, but is not limited to a detailed description of the scope of work, final study program and resources required (management and administration, project team and budget breakdown).

During the inception phase an initial assessment should be made of the water quality variables to include in the study.

Deliverable:

- Inception Report.

6.2 Task 2: Establishment of an Integrated Water Quality Management Plan for the Upper and Middle Olifants, Steelpoort, Letaba and the Lower Olifants sub-catchments.

This approach comprises of the sub-tasks that are detailed below.

6.2.1. Sub-Task 2.1: Catchment Assessment Study.

Task description:

A Catchment Assessment Study (CAS) forms an integral part of the water resource planning process as it is the key tool that can provide an understanding of the characteristics of a catchment and its anthropogenic changes, and can also be key to interpreting water quality data by identifying current and possible future stakeholders, land use activities and the behaviour of water users in the catchment

The aim of this task is to ensure all relevant information is summarised and water quality issues are identified that relates to the management of the water quality in the Olifants River System. The information from this task will be used in the management options evaluation activity.

(i) Sources of Data and Modelling Opportunities.

Specific considerations in terms of the sources of data that should be used and the extent of modelling are:

- The study would need to make use of as much available data as possible (including existing literature, spatial data and imagery and existing water quality monitoring data);
- Interviews/workshops with relevant DWS officials may be required to gather information and ideas that are not captured on paper; and
- Where water quality data is insufficient, once-off field surveys should be conducted.

(ii) Assessment Requirements.

Specific requirements for the situation assessment include:

- Water quality data should be assessed to identify the current state of water quality, trends, the main problem constituents, their effects and the key problem areas ("hot spots"). Quality variables such as nitrate, phosphate, sodium, chloride, calcium, magnesium and sulphate should be included in the assessment;

- Current land use practices, the main users of water quality, the causes and sources of pollution (including diffuse sources) as well as the major sinks should be identified;
- Specific focus should be given to an analysis of the status quo, trends, effects, hot spots and causes/impacts associated with salinity, eutrophication, sedimentation/turbidity, toxicity, acid mine drainage and other water quality problems in the catchment.
- In the analysis of eutrophication in the catchment, the factors that trigger (initiate) the development of algal blooms and specifically the occurrence of toxic cyanobacteria in the system should be investigated;
- Stakeholders and institutional arrangements existing or proposed for the study area must be identified;
- Areas of significant ground water contributions should also be identified and where possible, the effects on surface water quality should be quantified (based on available data);
- The effect (positive or negative) that any significant wetlands are having on the water quality of major tributaries or the Olifants River main stream should also be identified;
- The catchment processes / linkages between the changes in water quality as related to a specific driver should be explained (e.g. linkages between water quality and changes in surface flow, linkages between surface and ground water quality, linkages between the surrounding geology and water quality and linkages between changes in riparian and wetland habitat and water quality; and taking account of international water agreements.

(iii) Identifying and prioritising overarching water quality management issues

A concerted effort is required to identify, prioritise and describe all the water quality management issues. The intention is to list all but focus on the issues that impact on and can be managed through overarching management measures. This activity should not merely list all the issues, value should be added by categorising and prioritising the issues.

Deliverables.

- Water quality status assessment report.
- Document summarizing all international obligations regarding water quality allocations and influences.

6.2.2. Sub-Task 2.2: Revision/Development and the Integration of Water Quality Planning Limits for the Olifants River System.

Task description:

In order for the Department to effectively manage the water resources of the Olifants River system it is necessary that a set of integrated and balanced WQPL are determined that will maintain or improve the systems water quality, using as a point of departure the existing WQPL.

Whilst WQPL currently set are achievable through best management practices, these WQPL have not taken account of their cascading effects, their achievability in terms of financial costs and their inter-dependency on flow.

The objective of this activity is thus to revise and integrate the existing WQPL in a WMA and system context to enable the Olifants River System and its major tributaries to be managed sustainably and to cater for downstream users and uses. In the integration of WQPL, the ecological Reserve and Waste Discharge Charge System (WDCS) must be considered, as well as difference in seasons. The possibility of WDCS payments between WMAs for non-compliance must be considered in the IWQMP.

Based on the WQPL, the existing salinity balance and the assessment of the other water quality variables, it is required to determine the assimilative capacity at key points in the system. This information will be used to guide the selection of management options, particularly for operation related management measures.

Deliverables:

- Revised WQPL report for the Upper and Middle Olifants.
- WQPL integration report detailing the following:
 - Recommendations and motivation of changes to the WQPL that were identified in previous studies;
 - Possible additional WQPL that should be added to improve the management of the Olifants River System as a whole in different seasons; and
 - Assimilative capacity at key points in the system.

6.2.3. Sub-Task 2.3: Evaluation of Management Options for Scenario Development .

Task description:

The aim of the task is to assess the water quality management options to control, prevent and minimise the water quality deterioration of the water resources. The options will highlight the different scenarios looking at effects with no mitigation and with different mitigation measures in place. Possible options of mitigation measures to address the current water quality issues include but are not limited to the rehabilitation of impoundments, adjusting the Operating Rules or administering the source specific intervention such as changing of the licence standards.

The aim of the task is to develop scenarios and undertake a feasibility assessment of possible management options to deal with the issues that were identified in item 6.2.1 and 6.2.2. The study will also look at economic implications when reconciling the water quality requirements and assimilative capacity in the system; and will also look at economic implications for the water quality option scenarios by applying a cost benefit analysis.

This will include the selection of the appropriate models to model required scenarios of a catchment area. The process will further include the calibration of the model to replicate/mimic the catchment and to model future developments and different water quality scenarios. This process will look at different management options and establishes the compliance to RWQO's in the catchment and how to attain compliance with the set management objectives/conditions.

(i) Water quality reconciliation and foresight

The step is based on the operationalisation of the WQPL. The process is made up of determination of the assimilative capacity and waste load allocations within the system. The result of the process is a Water Quality Allocation Plan. The process will look at what is currently available in the system and how the projected requirements (water quality compliance) can be met in the future.

It is anticipated that an appropriate Water Quality Model may have to be calibrated and set up for the catchment in order to determine this.

(ii) Identification of Management Options.

Based on the issues that were identified in the previous tasks and the review of existing information, possible management options for evaluation must be listed and described. Once the list has been compiled, a preliminary screening of the options will be undertaken (at a conceptual level) with the purpose of eliminating non-feasible solutions. The approach should be to have an all inclusive list of possible options but also to reduce the list by highlighting and eliminating those options that have fatal flaws.

Possible management options to solve problems associated with localised water quality variables must be identified and further information needs on these options should be presented as part of the study recommendations. At this stage of the study it should also be identified which of the screening criteria should be assessed for each of the management options, see section (iii) below for the screening criteria.

(iii) Definition of Evaluation Criteria

In section (iv) below, criteria are listed according to which management options should be screened. The objective of this task is to define and describe the criteria and the methodology that should be applied in the screening process. This is to ensure that the evaluation of the results of the options is comparable and ranking of the options is possible.

(iv) Screening of Options.

The screening of management options should include but not limited to the following aspects:

- Economic considerations (i.e. economic impact modelling of the different strategies will be required);
- Recreation aspects;
- Technical viability (physical and operational). This will typically include scenarios analysis using the existing models and sensitivity analysis. Management measures that require physical infrastructure (water treatment and conveyance) should be evaluated for engineering feasibility;
- Social and Environmental aspects;
- Statutory and institutional responsibilities and arrangements.
- Alignment with the scenarios posed by the reconciliation strategy study for the Olifants WMA.
- The principles of the WDCS must also be applied in evaluating the management options identified in the study.

Co-operative governance arrangements need to be clearly described in terms of responsibility and jurisdiction. A clear description of the functional and procedural requirements of each of the management options needs to be presented.

The objective with the screening process is to rank the options in sequence of feasibility and to make recommendation as to the implementation in terms of the following three time frames:

- Management options for implementation over the first five years;
- Options that would require further investigations after five year planning period; and
- Management measures that could be considered to maintain or improve the water quality over the long term.

Deliverables:

- Report detailing the algorithms/approaches used to evaluate the implications of the scenarios.
- Reconciliation and foresight Report
- Management Options for Scenario Development Report

6.2.4. Sub-Task 2.4: Development of strategy for each sub-catchment.

Task description:

The purpose of this task is to document an IWQMP for each of the sub catchments in the Olifants River System which –

- identifies management options that are technically, economically, and socially feasible;
- where these options are integrated with the strategies that will be developed to ensure adequate supply of water;
- which take account of influences of cascading effects and influences of neighbouring catchments as well as the influences of international requirements; and
- which will support the continued fitness for use of the water resources for all users across the WMAs

(i) Alignment with IWRM activities.

In devising an IWQMP there are important Integrated Water Resource Management (IWRM) activities that should be taken into consideration as listed below:

- Timing of water supply interventions, such as water conservation and demand management, as first priority, and development options as second priority.
- Planning with respect to the Classification and Resource Quality Objectives study and implementation thereof.
- The programme of implementing the Waste Discharge Charge System (WDCS) must be considered. There must be interaction with pilot studies that are being undertaken to investigate the implementation of the WDCS.
- Positioning of new and management of existing and planned urban waste water discharges, as an important source of water but also a potential pollution liability, should be taken into consideration.
- Linkages between ecological health and water quality must be taken into account.
- A monitoring program must be developed/ reviewed for the broader Olifants River and its major tributaries to address the water quality issues and to support the implementation of the IWQMP.

(ii) Considerations for thematic strategies should include but not be limited to turbidity, salinity and eutrophication.

The following requirements in terms of the dominant water quality variables that pose a threat in the Olifants River System should be taken account of in the development of an IWQMP.

Turbidity:

- A soil erosion, sedimentation and turbidity management strategy must be developed;

- A plan to implement best practices in relation to soil erosion management, with a focus, but not limited to best land use practices must be proposed.

Salinity:

- A salinity management strategy must be developed;
- Once focus areas for salinity management have been identified, these should be used to steer management interventions;
- A plan to implement best practices relation to salinity management, with a focus, but not limited to, agricultural best practices must be proposed.

Eutrophication:

- A eutrophication management strategy must be developed
- Once focus areas for eutrophication management have been identified, these should be used to steer management interventions.
- A plan to implement best practices in relation to eutrophication management, with a focus, but not limited to, agricultural best practices and waste water treatment works must be proposed. This should include but not be limited to the aspects relating to the management of sanitation.

The intention is to address all water quality variables but focus on the issues that can be managed through overarching management measures. Best Management Practices (BMP) that should be used for the management of localised water quality issues (e.g. microbiological contamination) should be included in the IWQMP. These BMP as well as the individual strategies should strive to achieve the final WQPL which must be included in the plan.

Deliverable:

- IWQMP for each of the sub-catchments which includes the final WQPL
 - IWQMP Report for the Upper and Middle Olifants sub-catchment
 - IWQMP Report for the Steelpoort sub-catchment
 - IWQMP Report for the Letaba sub-catchment
 - IWQMP Report for the Lower Olifants sub-catchment

6.2.5. Sub-Task 2.5: Development/optimization and recording of water quality monitoring program requirements

Task description:

The purpose of this task is to determine the monitoring and auditing activities that would be required in assessing the successful implementation of identified water quality management scenarios. The monitoring program should include water quality, abstraction, hydrological and bio-monitoring requirements and should be designed to assist with the implementation and evaluation of the performance of the IWQMP.

As part of the development of a Monitoring Program, an assessment of the extent of the current monitoring systems (including national and regional monitoring systems) and their ability to meet this study's requirements must be undertaken. Gaps must be identified and be addressed. The identified gaps should be addressed in the design of a monitoring program to be implemented as part of the IWQMP.

Deliverables:

- Monitoring Program Report

6.2.6. Sub-Task 2.7 Communications and Feedback to Stakeholders.

Task description:

Once the IWQMP has been finalised, the results of the study must be communicated to those stakeholders that were involved in the study. This in particular refers to the Regional DWS Offices and members of the various forums as well as any other stakeholders that might be interested in the outcomes of the study.

Feedback should be in the form of presentations to the various forums. If necessary a separate feedback meeting for interested and affected parties should be held. Awareness material should also be produced and should include (but not necessarily be limited to) brochure(s) and poster(s) on the process followed and outcomes of the Plan.

The existing catchment forum structures that have been set up in the WMAs will be used for public participation and stakeholder engagement. Members from the forums will be selected to represent the interest of the key stakeholders on the Steering Committee.

Deliverables:

- Presentations on the study objectives, approach, outcomes and implications at relevant forums.
- Maps and Posters
- Newsletters
- Brochure
- Any other relevant material.
- Organisation of at least 1 feedback workshop for government officials.

6.3 Task 3: Establishment of an Overarching Integrated Water Quality Plan for the Olifants River System

Task description:

The purpose of this task is to provide an overarching strategy for the Olifants River System based on the results of tasks 1 to 3.

This is essentially a summary document that will in particular address the issues that are dominant throughout the river system and will address those issues which arise as a result of the interdependencies between the Letaba and the Olifants WMA.

The strategy should include a monitoring report where key points for assessing the water quality and compliance to the WQPL at this scale are identified. In addition, strategically placed WQPL from the above studies should be collated and summarised in a form that can be used to easily compare the objectives in a system context.

Deliverables:

- Overarching IWQMP for the Olifants River System.

6.4 Task 4: Development of an Implementation Programme

Task description:

The recommendations of the study should contain an implementation programme of the management options. This programme should spell out all the required activities of all the role players from both the government and private sectors.

Deliverables:

- Report detailing an Implementation Plan

6.5 Task 5: hand over and study closure

Task description:

The hand over and study closure should include but not be limited to the finalisation of all the reports and other deliverables their hand over and production of records of hand over sessions, as well as the closure report All documents should be provided as bound hard copies and digital format; electronic documents submitted as both PDF format and Microsoft Word format.

The provision of the working and checked (calibrated) water quality models used during the study; provision of data and information collected and acquired during the study in an acceptable format.

Deliverables:

- Records of hand over sessions,
- Closure report

7. INTEGRATION WITH RELATED STUDIES.

Identification of and integration with other studies which this study will need to build on or feed into will be relevant.

These studies include, but are not limited to:

- Management and Implementation of Reconciliation Strategy for the Olifants WMA;
- Development of Reconciliation Strategy for the Levuvhu/ Letaba WMA;
- Classification of the Olifants Study
- Classification of and Levuvhu/ Letaba;
- Development of the Resource Quality Objectives for the Olifants;
- Studies conducted by the WRC, ORF, SANPARKs and LIMPCOM;
- Waste Discharge Charge System

8. REFERENCES

DWA, 2004a. National Water Resource Strategy first edition. Department of Water Affairs and Forestry, South Africa.

DWA, 2004b. Olifants Water Management Area Internal Strategic Perspective. Department of Water Affairs and Forestry, South Africa.

DWA, 2004c. Levuvhu/Letaba Water Management Area Internal Strategic Perspective. Department of Water Affairs and Forestry, South Africa.

DWA, 2009. Interim Integrated Water Resource Plan for the Upper and Middle Olifants. Interim IWRMP report. Department of Water Affairs and Forestry, South Africa.

9. REQUIRED EXPERTISE

The work covers a wide range of fields, and support expertise is specifically required in the following areas: Hydrological Modelling; Water Quality modelling; Water Quality Monitoring; Water Quality and data interpretation; Water resource planning and management; Hydrology and Geo-hydrology; Mine Engineering/rehabilitation; Socio-Economics expertise; Stakeholder consultation and capacity building.

10. REPORTING REQUIREMENTS

Reports shall be written in a clear and concise manner and information presented in tabular format whenever possible.

- It is suggested that provision be made for language checks and technical peer reviews of all reports before they are submitted to the Project Management Committee (PMC) for review. First draft reports will include all introductory pages, completed summaries and all Annexure and give comprehensive technical descriptions of the processes followed and the results achieved. First draft reports should require limited Client input and if it is submitted incomplete, it will not be considered as the first draft and will be returned to the PSP. The PSP must allow four weeks in the project programme for the review of the draft documents by the PMC;
- All documents shall comply with the *Standard for Documentation produced within the Water Resource Planning System Series*;
- All reports shall be produced free of any copyright restrictions by the authors and reports should be available for reproduction if needs be;
- 10 hard copies of first draft reports are to be submitted to DWS for comment as well as in electronic format (MS Word); and
- 7 bound hard copies of final reports are to be submitted to DWS as well as one unbound copy. 20 electronic copies in PDF format are also to be supplied together with one electronic copy in MS Word format.

The master copy CD which will be handed over to the project manager at the end of the project must not only contain the word and PDF copies of the reports but also copies of any other materials produced during the study (e.g. presentations, maps, brochures). In addition literature as well as the raw data that was collated and used in the study should be included and be presented in an acceptable format.

11. BUDGET AND FINANCE

The applicant must together with the project proposal supply the following information:

- *Curricula Vitae* of all the members of the consultant team;
- Study methodology;
- Detailed study programme;

- Summary of Human Resource Utilization
- Cost schedule per task: and Summary of Financial Proposal.

It will further be required of each bidding PSP to prepare the following documents to DWS standards and to include them in their proposals:

- Summary of Human Resource Utilisation;
- Cost Schedule per Task and
- Summary of Financial Proposal

12. PROJECT MANAGEMENT

D B Mwaka will be the Project Director, Mr. P Viljoen will be the Project Deputy Director and Mrs MW Mosoa will be the Project Manager. The study is to be undertaken on behalf of the Directorate Water Resource Planning Systems, Sub-Directorate Water Quality Planning, with specific support from the Directorate National Water Resource Planning (North); Directorate: Resource Protection and Waste; Directorate Resource Directed Measures; Resource Quality services; Information Management; and Regional Offices (Bronkhortspruit and Lydenburg and Limpopo) and sister Sub-Directorates.

12.1 Project Management Committee

A Project Management Committee will be established to facilitate and maintain strict control over the performance of the project, and payment will be dependent on acceptable progress. The PMC will comprise the Project Director (Optional), Project Deputy, the Project Manager and the Project Team (PSP) as well as the relevant DWS Regional Offices and DWS Directorates. A progress report will be required prior to PMC meetings. It is foreseen that the PMC will meet a minimum of six times a year. The secretariat for the PMC will be provided by the PSP.

12.2 Project Steering Committee

The PSC will provide strategic direction to the project and facilitate the decision making on the technical aspects of the project.

The Project Steering Committee (PSC) will be responsible for the strategic direction and technical input to the project. The PSC will also be involved in final sanctioning of all project deliverables. The relevant Regional Offices and the Directorates National Water Resource Planning: Northern Planning Area, Options Analysis and Resource Quality Services are to explicitly form part of the PSC. The PSC will also include other DWS directorates and intra departmental role-players as well as other identified external stakeholders.

It is envisaged that the PSC will meet approximately 6 times during the study period. The secretariat for the PSC will be provided by the PSP. A progress report will be required prior to PSC meetings.

Progress reporting shall comply with DWS standards and requirements, subject to changes. A formal progress report shall be submitted at the end of each Quarter. Similarly the closure reporting shall comply with DWS standards and requirements and it shall be available at set dates.

13. ORGANISATIONAL MATTERS

13.1 Client and Study Name

DWS will be the sole client for the proposed project.

The assignment shall be called: **DEVELOPMENT OF A RESOURCE WATER QUALITY MANAGEMENT PLAN FOR THE OLIFANTS RIVER SYSTEM**

13.2 Execution, supervision and control

Supervision of the project and the management of administrative and contractual matters will be conducted by the Sub-Directorate Water Quality Planning of the Directorate Water Resource Planning Systems. The project will be carried out under the guidance of the PMC and stakeholder participation will be facilitated through the PSC.

13.3 Programme of work

The study is to be completed over a period of two years and the study programme is to be integrated with the key products and requirements of other DWS studies that are planned. This study, in particular, should support the following study and other related DWS studies:

The management and implementation of the Reconciliation Strategy for the Olifants System

14. INFORMATION TO BE PROVIDED IN THE PROPOSAL

14.1 Extent of the proposal

All the discussion should not exceed 20 A4 pages, excluding appendices, at a font of not less than 11 and a line spacing of not less than 1.

14.2 Summary of PSP capacity and capability

It will be necessary to have an experienced manager as project coordinator who has proven expertise in water resource management.

The proposals must contain explicit information about the capacity and capability of the personnel in the water resources planning and management domain. This information should include details of appropriate tertiary qualifications and previous involvement in water resources planning and management related studies. PSPs that do not have in-house capacity, capability or specific technical expertise in any particular aspect of the assignment are free to form joint ventures with other PSP that would provide the necessary services. The proposal document must provide details about the nature of such collaborations

14.3 Summary of relevant experience

The proposal must contain brief summaries of

- Experience in planning, implementation and management of water resource development projects in Southern Africa
- Integrated water resource planning and strategy development;
- Water quality and quantity data collection and interpretation;
- Water quality management;
- Experience in Mine engineering and rehabilitation;
- Stakeholder engagement and work-shopping;
- Socio-Economic evaluations and modelling;
- Water resource related work in typical catchments and river systems that represent the range of catchment conditions and complexities in the Olifants River System;
- Water Quality modelling; and
- Project management and project administration

The proposal must provide the names of the relevant projects, the names of the client and the dates the projects were completed to demonstrate the level of experience and expertise listed in section 9 and 14.3 respectively.

14.4 Curriculum Vitae (CVs)

Abridged CVs of all key personnel on the study team should be attached to the proposal. The extent of each CV should not be longer than two (2) A4 pages at font size of not less than 11 and a line spacing of not less than 1.

15. HISTORICAL DISADVANTAGE INDIVIDUALS' (HDIS) INVOLVEMENT

According to the department's policy for the appointment of the PSP, the required participation rate for the HDIs should be 50% of the workload distribution in hours and also 50% for financial distribution. Appointed PSP should provide in a table form activities, specialist, hours and hourly rate. The table should be as follows:

Surname and Initials	Gender	Race	Specialty	Affiliation	Hourly Rate	No of hours allocated	Total percentage per individual

16. EVALUATION SYSTEM

16.1 Evaluation of proposals

Proposals must conform to the directives specified in this Terms of Reference to avoid unnecessary loss of marks during bid evaluation.

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act, No. 5 of 2000. A three phased approach will be followed in evaluating proposals, comprising administrative compliance, Functionality and price and BBBEE status level contributor. First,

bidders are required to comply with the administrative requirements to qualify for evaluation. In the next stage of evaluation, technical proposals are evaluated first without reference to the financial proposals. The minimum threshold for technical proposals to qualify for a third round of evaluation is 70%. Technical proposals scoring below 70% will be disqualified from entering the third stage of evaluation. In the third stage, financial proposals of qualifying bidders are evaluated in terms of the 90/10 price and BBEE status level contributor, where Price contributes a maximum of 90 points and BBEE Points contribute 10 points.

Stage 1: Administrative Compliance

- Bidders must attend a compulsory briefing session
- Signed SBD documents
- Valid Tax Clearance Certificate

Stage 2: Evaluation of Functionality

Functionality involves evaluating technical proposals out of 100 scores. Numerical values are assigned for scoring as follows:

Very Poor = 1, Poor = 2, Average = 3, Good = 4 and Excellent = 5.

CRITERIA	WEIGHT
<p>Past Experience: A minimum of 5 years experience in the studies related to the work described in the Terms of Reference is required.</p> <p>The bidder must provide details of work of a similar nature undertaken by the bidding organisation. Specific details must be given to indicate the extent to which these previous studies relate to the work described in the Terms of Reference.</p>	30
<p>Methodology: Present a short concise description of the methodology to reveal understanding of the scope of work. The proposed methodology should highlight the important aspects of each task.</p>	25
<p>Team Capability: Provide a study team organogram indicating key positions such as Study Leader, Task Leaders and supporting Specialists. Persons proposed for these positions must be identified and supported by CVs of one page each. Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged. The organogram should indicate levels at which there will be interaction with the DWS and other interested organisations.</p>	35
<p>Capacity Building: Capacity building and training to the DWS employees.</p>	10

CRITERIA	WEIGHT
PSP must present a plan how to provide capacity building to the departmental staff identified internally.	
TOTAL	100

Only technical proposals scoring at least 70% on Functionality will qualify for the third stage of evaluation. Proposals that fail to achieve the minimum qualifying score of 70% will be disqualified and will not be considered in the third stage.

Stage 3: B-BBEE Status Level of Contributor

Price counts for 90 points while BEE Level Contributor contributes 10 points. Preference points are awarded to a bidder for attaining B-BBEE status level of contributor in accordance with the table below.

B-BBEE Status Level of Contributor	Number of Points (90/10 System)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

17. BIDDING CONDITIONS

Bidders must pay attention to the following specific conditions:

- Only bidders who obtain at least 70% on Functionality (i.e. technical evaluation), are considered for further evaluation in Stage 3;
- Bidders must submit one (1) original of Technical Proposal plus one of Financial and (1) copy of each (A total of four Documents, two Originals and their copies);
- Proposals must be submitted in sealed envelopes;
- Joint ventures are required to submit a formal agreement between the parties involved in the joint venture. The percentage involvement of each firm in the joint venture must be clearly stated; and
- Bidders are required to attend a compulsory briefing session at a date to be specified in the tender advertisement. Non compliance disqualifies bidders.

The Department of Water and Sanitation is under no obligation to accept any bid, for whatever reasons it may consider appropriate, and reserves the right not to proceed with the appointment of any firm that responded to the invitation to tender. If a decision is made not to

proceed with appointment, official notification will be given to all bidders who attended the compulsory briefing session.

18. TAX CLEARANCE CERTIFICATE

No contract may be awarded to a PSP who has failed to submit an original Tax Clearance certificate from South African Revenue Services (SARS) certifying the taxes of that PSP to be in order or that suitable arrangements have been made with SARS.

19. FURTHER INFORMATION

For further enquiries please contact:

- 1) Ms MW Mosoa
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- 2) Mr Pieter Viljoen
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- 3) For Supply Chain Management:

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