



REQUEST FOR BID

BID NUMBER WP10977

Appointment of a Professional Service Provider for the Support of the Water Reconciliation Strategy for the Water Supply System for a Period of Thirty Six (36) Months

ISSUE DATE:

26 JUNE 2015

CLOSING DATE AND TIME

23 JULY 2015

Compulsory Briefing Session

Date: 07 July 2015

Time: 10h00

Venue: Department of Water and Sanitation
173 Francis Baard (Schoeman) Street
Emanzini Building Room G18
Pretoria, 0001

SUBMIT TENDER DOCUMENT

TO

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

OR

TO BE DEPOSIT 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 THE DOJ & CD

BID NUMBER: **WP10977** CLOSING DATE: **23 July 2015** CLOSING TIME: **11:00**

DESCRIPTION: Appointment of a Professional Service Provider for the Water Reconciliation Strategy for the Algoa Water Supply System for a Period of Thirty Six (36) Months

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)
**Tender Box, Zwamadaka Building
157 Francis Baard Street (Formerly Schoeman),
Pretoria
0001**

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.....

VATREGISTRATIONNUMBER.....

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: Mr. Syabonga Ngidi

Tel: 012 336 6611

Fax: 086 459 0176

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms. Isa Thompson

Tel: 012 336 8647

E-mail address: thompsonl@dwa.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.

Jeyrel:\Mdk416-SBD2 tax clearance

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: WP10977
 CLOSING TIME 11:00 CLOSING DATE: 23 July 2015

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

ITEM	DESCRIPTION	BID	PRICE	IN	RSA
CURRENCY					
NO INCLUDED)			**(ALL APPLICABLE TAXES		

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.....

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

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

TOTAL: R.....

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

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	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

- 6. Period required for commencement with project after Acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract?
*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

*[DELETE IF NOT APPLICABLE]

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 presently employed by the state? **YES / NO**

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?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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:

90/10

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

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)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	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.	Yes <input type="checkbox"/>	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

J8365bW

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.**
- Special Conditions of Contract (SCC) relevant to a specific bid, should be 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 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 8 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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):

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____



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

DIRECTORATE: NATIONAL WATER PLANNING

**SUPPORT FOR THE IMPLEMENTATION AND MAINTENANCE OF THE WATER
RECONCILIATION STRATEGY FOR THE ALGOA WATER SUPPLY SYSTEM**

TERMS OF REFERENCE

WP 10977

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1. INTRODUCTION

The Algoa Reconciliation Strategy Study was commissioned by the then Department of Water Affairs (DWA) in 2008, in cooperation with the Nelson Mandela Bay Municipality (NMBM), in order to secure a sustainable future water supply to NMBM, surrounding towns and the large irrigation areas served by the Algoa Water Supply System (AWSS). This study, which was completed in 2011, concluded that the system was already just in balance and that any increase in water use would put the system at risk.

The higher the growth in water requirements on the system, the higher the risk would be, especially if the industries who would be potentially large water users in the Coega Industrial Development Zone (IDZ) manage to get established within the next five years. It is clear that measures to solve this problem must be implemented immediately. For the strategy to be implemented and to properly fulfill its purpose into the future the water balance situation needs to be continuously monitored and the strategy must be regularly updated and maintained. This will ensure that intervention planning can be adjusted to account for any changes that may have an impact on the projected water balance.

A Professional Service Provider (PSP) was appointed in 2011 to provide support with the maintenance of the Algoa Reconciliation Strategy and monitoring the implementation thereof. The support period has come to an end on 30 June 2014 and these Terms of Reference are for the appointment of a PSP for a second period of support.

For more background information about the Strategy, see **Report No WMA 15/M00/00/1409/03, "Water Reconciliation Strategy Study for the Algoa Water Supply Area" dated November 2010, also available on the DWS website.**

1.1. Algoa Water Supply System

The Algoa Water Supply System (AWSS) provides water to the Gamtoos Irrigation Board, the Nelson Mandela Bay Municipality (NMBM) and several smaller towns in the Kouga Municipality and the Sundays River Municipality. Although the Lower Sundays River Water User Association and the towns in the Sundays River Municipality do not form part of the AWSS, they also receive Orange River water via the Orange-Fish-Sundays transfer scheme, which also supplies NMBM. The total water available to NMBM from these sources is currently 93 million m³/a (255 Ml/day) and for irrigation 59.36 million m³/a when agricultural use from rivers above dams that form part of the AWSS are excluded.

The AWSS consists of three key components:

- The western system which provides water to the NMBM from the Churchill and Impofu dams on the Kromme River, Kouga Dam on the Kouga River and Loerie Balancing Dam on the Loerie Spruit, a tributary of the Gamtoos River. Bulk water provided to NMBM from the combined western system amounts to about 57 million m³/a (156 Ml/day). The Gamtoos Irrigation Board requires 46 million m³/a on average.
- The eastern system receives water transferred from the Gariep Dam on the Orange River via the Orange-Fish Tunnel, the Fish River and the Fish-Sundays Canal. The current approved allocation for NMBM from this system is 58.4 million m³/a (160 Ml/day). The Lower Sundays River Water User Association also receives water from the Gariep Dam via the same transfer scheme. Their average use is about 99 million m³/a, with an allocation of 155 million m³/a.
- The secondary system consists of older dams on the Sand, Bulk, Van Stadens and Swartkops rivers and groundwater from the Uitenhage Springs, all of which are owned by the NMBM. Combined, the quantity of water abstracted by NMBM from these sources

is around 10 million m³/a (27 Ml/day). The irrigation allocation from the Groendal Dam is 2.4 million m³/a.

2. OBJECTIVES OF THE STUDY

2.1. To put in place arrangements and resources for ongoing implementation of the recommendations and maintenance of the Reconciliation Strategy.

2.2. To evaluate the efficiency of the Eastern Cape Province Orange River Project. This evaluation will:

- Provide improved estimates of the actual use and efficiency of use of transferred Orange River water, including the return flows, losses allowed for and how it can be phased out,
- Determine the local catchment yields in the Fish and Sundays rivers and their tributaries, and their relative contributions to the water used in the Orange Free State (OFS) system and the System yield,
- Recommend how and at what cost and over what period the current gratis allocations for losses can be phased out, or incorporated into an official new allocation quota,
- Identify potential water savings that can be made, and provide options for re-allocation, and supply a time scale for the recommendations,
- Confirm an official allocation from the Teebus Tunnel to the OFS System in the Eastern Cape.

2.3. To remove potential operating system constraints for sustainable delivery of bulk Orange River water supply to the Lower Fish River Government Water Scheme (LSRGWS) and to NMBM, for water requirements up to 2040. The objective is to limit risks of shortfall in supply as well as operational risks to acceptable levels. While the focus is on providing additional balancing storage in addition to the Scheepersvlakte Balancing Dam, the provision of storage at other potential locations in the bulk transfer infrastructure must be considered.

3. SUGGESTED TASKS FOR OBJECTIVE 2.1

3.1. Strategy Steering Committee

A high-level Strategy Steering Committee was established to ensure that the strategy is implemented and regularly updated, and to make recommendations on longer-term planning activities required to ensure the ongoing adequacy of water available in the supply area. The SSC was established with representatives nominated by the major stakeholders and role players in the Algoa Water Supply area. In line with the required interventions identified from the Algoa Reconciliation Strategy study, the SSC will have the following objectives:

- to ensure and monitor implementation of the recommendations of the Algoa Reconciliation Strategy as well as those that emanate from the Steering Committee meetings,
- to annually review and update the Strategy when necessary to ensure that it remains relevant,
- to make recommendations to the responsible authorities on interventions to be studied or implemented to meeting the growing requirements, and
- to ensure that the Strategy, its recommendations and progress with the implementation are appropriately communicated to all stakeholders.

For the SSC to achieve its mandate, technical, scientific and administrative support will be provided by a Support Group. This support will be facilitated through DWS's Directorate National Water Planning. The Support Group includes officials from relevant DWS

Directorates; the Eastern Cape Regional Office, NMBM, Lower Sundays River Water User Association, Gamtoos Irrigation Board and other major stakeholders.

3.2. Functions of the Support Group

The scope of work for this Support Group includes activities such as:

- Assistance with the monitoring the implementation of the Algoa Reconciliation Strategy,
- Annual review and updating of requirement scenarios based on the latest information from all users,
- Monitoring the effectiveness of the Strategy through the regular comparison of water requirements and water availability, and making recommendations to the Algoa Strategy Steering Committee regarding maintenance of the Strategy and the way forward,
- Participating in water resource protection as it relates to the Strategy, e.g. through support to the development of Catchment Management Strategies and the phasing in of the ecological Reserve for existing infrastructure,
- Supporting the Strategy Steering Committee in establishing and maintaining appropriate stakeholder engagement, e.g. keeping the public informed through press releases and public information meetings, regularly providing the latest information on Strategy issues and decisions to all local authorities and obtaining stakeholder inputs to those decisions; and
- Assisting the Strategy Steering Committee in all activities that may arise from the execution of its responsibilities, where such activities may require the support and scientific and technical inputs of the Support Group.

The Support Group will in turn also require assistance to effectively perform its functions. A Professional Service Provider (PSP) will need to be appointed and co-opted into the Support Group to provide scientific, technical and administrative assistance to the Support Group and to the SSC it, as and when required.

3.3. Functions of the PSP

The functions of the PSP are, where necessary and requested to do so, similar to the Support Group activities listed above. The PSP will also be required to provide technical support related to strategy maintenance, preparing and reviewing technical and scientific reports and presentations and general tasks as requested by the Support Group as well as administrative support as required by the Support Group.

Deliverables: Annual updated Strategy Status Report, media release, quarterly progress reports and newsletters as required, as well as presentations as needed.

4. SUGGESTED TASKS FOR OBJECTIVE 2.2

The assignment will be conducted in two phases as indicated below:

- Inception Phase
- Technical evaluation of water use and allocation in the OFS system.

4.1. Phase 1: Inception Phase

An inception meeting will be held to ensure clarity on objectives, methodology and deliverables. During the Inception Phase, the PSP will collect relevant study reports, data and information, review previous investigations and reports and become acquainted with the water supply system. An inception report will be prepared based on a review of the available data, models, information, prior studies and reports that relate to the catchment.

Deliverable: Inception Report, which will include a summary of the approach to the work to be undertaken.

4.2. Phase 2: Water use and allocation in the OFS system

4.2.1. Situation assessment

Assess the actual situation in the OFS system with respect to water allocations and use, understanding of operational aspects and efficiency, management of irrigation efficiency and irrigation return flows and water quality management, with the emphasis on efficient utilisation of water transferred from the Orange River.

Deliverable: Situation Assessment Report

4.2.2. Hydrology and System analysis

The catchment hydrology was last updated as part of the Orange River Replanning Study in the early 1990s and should be updated. Collect and improve meteorological information, and adopt appropriate hydrological techniques to derive flows (rainfall-runoff modelling) and other hydrological information/statistics from the available gauging stations, rainfall records, etc. where sufficient hydro-meteorological data are not available.

Determine actual water uses on the respective Government water Schemes (GWSs) and by the relevant Water User Associations (WUAs) in support of the modelling and include water quality as a component of the modelling, to determine fitness for use by the different applicable water user sectors. Update the Water Resources Yield Model and carry out a water balance of the Fish/Sundays catchments. *Inter-alia* consider future scenarios with reduced Orange River water quantity and quality available as a result of the construction of the Polihale Dam on the Senqu River in Lesotho or further phases of the Lesotho Highlands Water Project and an increased allocation to NMBM.

Specifically improve the understanding of:

- Losses of transferred Orange River water and how this “allocation” can be phased out,
- Return flows, quantity and quality (mostly input from the existing Orange-Fish River real-time model),
- Relative contributions of the various local catchment yields in the Fish and Sundays rivers to the yield and water quality of the OFS system.

Deliverable: Updated hydrology assessment report

4.2.3. Efficiency of water use and allocations

Evaluate existing and potential future water allocations and the extent of use on the various schemes. Where relevant, determine why irrigators use significantly less than their allocations, and make recommendations to optimise the situation and create water savings.

Consider the effectiveness of water use in the various irrigation schemes at a conceptual level, especially various water quotas and the additional allowances for water losses (estimates of canal and conveyance losses) and freshening releases. Identify irrigation uses, practices and schemes that can be regarded as inefficient use of transferred Orange River water, and recommend ways of rectifying the situation. Incorporate relevant aspects from the study done for the WC/WDM Strategy for the Fish to Tsitsikamma WMA.

Consider the effectiveness of municipal water use and make recommendations regarding the correction of unacceptable losses, to be implemented before any consideration of additional allocations could be considered.

Consider the effect of introducing biofuel feedstock crops for the planned biofuel production plant at Cradock.

Deliverable: Report on efficiency of water use and allocations

4.2.4. Potential reallocation and future allocations

Assess releases made to the lower Fish River for abstraction by the Makana Municipality and consider alternative means of feasibly ensuring adequately supplying water to Makana Municipality of adequate quality, and identify and quantify associated potential future water savings in this regard.

Assess the extent of opportunistic use of water along the Lower Fish River, between the Great Fish GWS and the LFRGWS, and whether this has any influence on the releases of Orange River water down to the LFRGWS.

Consider alternative options for the future allocation of reserved water for resource-poor farmers in the Lower Sundays River as scenarios.

Estimate the extent of water that can be saved by the curbing of inefficient irrigation practices, improvement of conveyance infrastructure and the revisiting of quotas, which would have to be increased. Consider the implications of doing away with the allowance for losses and revisiting increased quotas. Time scales and associated costs must be included in this part of the study. Comment on the use of SAPWAT to determine revised allocation should the 25% allocation for losses be taken away.

Consider the implications of the lining of earth canals in order to decrease conveyance losses, which should release water for reallocation.

Identify and recommend alternative options for the reallocation of water, taking into account the requirements of NMBM and other users depending on water from the Orange River. Consider

the effect that revised allocations may have on system operation.

Deliverable: Report on Water reallocation and potential future allocations

4.2.5. Stakeholder participation

Cooperate closely with key stakeholders, especially the Lower Sundays and Great Fish River WUAs, NMBM and relative National and Provincial Government departments, *inter alia*, DWS, Provincial Department of Agrarian Reform and Rural Development, etc.

4.2.6. Relevant studies and reports

A list of relevant studies and reports are included below:

- Department of Water Affairs, South Africa, circa 1998. Orange River Replanting Study. Prepared by BKS Acres.
- Department of Water Affairs, South Africa, 2003. Algoa Pre-Feasibility Study. Prepared by BKS Acres.
- Department of Water Affairs, South Africa, 2007. Extension of the Sundays River Irrigation Scheme below Barkley Bridge, Pre-Feasibility Study undertaken by Arcus Gibb.
- Department of Water Affairs, South Africa, 2011. Algoa Reconciliation Strategy undertaken by Aurecon.
- Department of Water Affairs, South Africa, 2014. Water Reconciliation Strategy Support for the Algoa Water Supply Area undertaken by Aurecon.
- Algoa System: Annual Operating Rules Analysis 2013/2014 undertaken by WRP.
- WRC, Project, No. K8/780/2, 2008. A Hydrological Study of the Sundays River Estuary undertaken by Ninham Shand in support of an estuarine Reserve determination.
- Sparks, 2008. Ecological Water Requirements study, Intermediate level, Sundays Estuary, IECM Report No. C151.1. Prepared by the IECM of the Nelson Mandela Metropolitan University.
- NMBM Water Master Plan Review, 2011-2030. Prepared by SSI and Africoast Engineers.
- Amatole Water Study, 2013. Ndlambe Bulk Water Supply Alternative Water Sources.
- Department of Water Affairs, South Africa, 2014. WC/WDM Strategy for the Fish to Tsitsikamma WMA. Prepared by WRP.
- Department of Water Affairs, South Africa, 2012. Reconciliation Strategies for All Towns in the Southern Planning area (reports for all towns in the area are available on the DWA web site). Prepared by Umvoto Africa.

5. SUGGESTED TASKS FOR OBJECTIVE 2.3

This part of the study will be conducted in two phases as indicated below:

- Inception Phase
- Technical evaluation of balancing storage for the LSRGWS/NMBM.

5.1. Inception Phase (Phase 1)

An inception meeting will be held to ensure clarity on objectives, methodology and deliverables. During the Inception Phase, the PSP will collect relevant study reports, data and information, review previous investigations and reports and become acquainted with the water supply

system. An inception report will be prepared based on a review of the available data, models, information, prior studies and reports that relate to the study area footprint.

Deliverable: Inception Report that will include a summary of the approach to the work to be undertaken.

5.2. Balancing Storage Investigation (Phase 2)

The tasks for Phase 2 will be the following:

5.2.1. Water requirements

Determine the planning horizon and water requirements for the sizing of canal infrastructure and balancing storage in the LSRGWS, and supply to NMBM up to the Nooitgedagt WTW. Take into account the potential for further future allocations of Orange River water to NMBM, originating from the potential savings identified under task 2 and to the LSRWUA for potential development by Resource Poor Farmers. The potential development of the Barkley Bridge and Penhurst areas for future irrigation should specifically be considered, as well as other potential irrigation requirements.

The potential influence of future desalination of Sundays River irrigation return flows abstracted at a point below Barkley Bridge on the balancing storage and canal sizing should be taken into account.

Reach agreement with the key stakeholders on the design water requirement and operational aspects for conveyance and balancing storage. Provide design requirements and parameters for options with and without further irrigation development in excess of existing allocations.

5.2.2. Identify options for balancing storage

Assess the spatial and seasonal fluctuations of river flow on the required characteristics of balancing storage.

Identify current and future system constraints in the current and future water supply to the LSRGWS and the potential irrigation development at Barkley Bridge. At a conceptual level, identify options for providing additional storage in the Lower Sundays River area and confirm the maximum conveyance capacity of the existing system from Darlington Dam.

Increased storage at the Scheepersvlakte Balancing Dam (likely entailing an additional balancing storage facility) as well as other options to provide such storage should be identified.

An option is to pipe water to the Nooitgedagt WTW from Korhaansdrift Weir. Kirkwood town currently hampers maintenance and repair of the main canal by using the canal for balancing storage for their use and abstraction when required. Combined additional balancing storage for NMBM (to feed the Nooitgedagt WTW) and Kirkwood should be considered.

5.2.3. Options analysis

Identify and evaluate practical options for providing additional balancing storage in the system.

Determine salient technical and operational features of the balancing storage options, as well as associated capital and operating costs. Discuss the viability and practicality of these options with DWA Directorate: Options Analysis, DWA National Water Resources Infrastructure Management: Southern Operations (NWRIM), NMBM, and the LSRWUA. Agree on preliminary design parameters.

Undertake technical evaluation of the selected options. Use the Mike 11 software from the Orange-Fish-Sundays Real-time Operational Model or other suitable software to assist in assessing balancing storage requirements. Consider land ownership, technical suitability and integration compatibility, water quality, operational and maintenance requirements, flexibility or risks related to replacement, upgrade or refurbishment needs/potential, ability to implement, operationally practical, environmental compliance, social acceptability and customer requirements, affordability to end users and sustainability.

Undertake an environmental constraints analysis (rapid environmental assessment) of potential options, to identify potential significant environmental and social impacts of the various options issues that must be taken into account.

Determine comparative capital and operational costs of the various options.

Based on the afore-going investigation, recommend a preferred option with preliminary costs and time scales for implementation and obtain agreement on this with stakeholders.

Deliverable: Compile a report on the assessment, methodologies used and findings of the option analysis and present it to the client.

5.2.4. Feasibility Design of selected option

Identify and carry out more detailed investigations as to the best solution or combination of solutions selected. The following components should be addressed in this phase:

1. Carry out a topographical survey to capture specific site features and existing infrastructure within the proposed project area at a suitable scale.
2. Undertake the necessary geological investigations to determine geological requirements at the preferred balancing storage site. Carry out geophysical tests as needed at the balancing storage site and for other infrastructure identified, inclusive of exploratory boreholes and trial pits for soil sampling and testing for engineering properties relevant for scheme design and possible sources of construction materials.
3. Verify land and infrastructure affected by the implementation of the selected option and determine cost implications.
4. Based on the preceding tasks confirm the project layout, which will include (i) updating and revision of planning parameters (ii) evaluation of layout alternatives; clearly indicating the assumptions used (iii) preparation of the final desk project layouts.
5. Optimize the layout of the main project components of the selected balancing storage option and undertake structural and hydraulic designs design of the various components at feasibility level. Prepare basic layouts and drawings of the different components.

6. Do detailed cost and implementation analysis. Supply information of capital, operational and maintenance costs.
7. Identify and describe all legal requirements and processes that are required to make the proposed option implementation ready. This will include identifying all required water storage, abstraction and use licences, environmental impact assessment(s) (EIA), acquiring of land and registering necessary servitudes.
8. Do an initial assessment with regard to the operation and maintenance requirements and identify any institutional arrangements that will ensure that the project is functional and sustainable.
9. Determine any further investigation and processes that may be required that will enable the project to be implementation-ready.
10. Propose an implementation process, timeframe and milestones dates.

Deliverable: A feasibility study report and presentation to the client and steering committee for review and approval.

5.2.5. Environmental Impact Assessment

Manage the process to do an EIA of the recommended option, to be done by an independent EIA specialist consultant and manage the licence application process.

An Environmental Authorisation in terms of the National Environmental Management Act (Act 107 of 1998) (NEMA), as amended, will be required from the Provincial Department of Economic Development and Environmental Affairs and Tourism (DEDEAT). The EIA process needs to be followed as set out in Government Notice (GN) Regulations 543. Additionally an Environmental Management Programme (EMPr) addressing the life-cycle of the project must be compiled concurrently with the EIA reports. Specialist studies that may be required as part of this EIA process would include, but not be limited to:

- Fauna and flora
- Heritage (archaeology and palaeontology)
- Socio-economic
- Aquatic

Approval will also be required from the South African Heritage Resources Agency (SAHRA) and the Eastern Cape Provincial Heritage Resources Authority in terms of the National Heritage Resource Act (Act 25 of 1999) (NHRA). The specialists appointed for the EIA process should be able to assist with these applications.

Suitable quarries and borrow areas that will be utilised for construction must also be identified during the feasibility phase. As per the requirements of the Minerals and Petroleum Resources Development Act, No 28 of 2002 (M&PRDA), all mining activities, including the extraction of material from borrow pits and quarries that are greater than 5 ha in size, require authorisation from the Department of Mineral Resources. This permit process would require the following:

- An application form and fee for the permit application.
- An EMPr that must describe the surrounding environment, assess the potential impacts of the proposed prospecting or mining operation on the environment, socio-economic conditions and cultural heritage, as well as propose suitable mitigation measures for closure and rehabilitation.
- A survey and site plan of suitable quarries and borrow areas.

Depending on the size and location of the quarries and borrow areas, approval may also be

**required in terms of NEMA and the NHRA.
Include an allowance for processing fees.**
Deliverable: **Report on the EIA process**

5.2.6. Stakeholder participation

Cooperate closely with key stakeholders throughout, especially the Lower Sundays and Great Fish River WUAs, irrigation boards, NMBM and relevant National and Provincial Government departments, inter alia DWA, Eastern Cape DEDEAT and EC DAR&RD, National and EC Agriculture, Black Farmers Trade Unions (NAFU et al), Sundays River Valley LM and ECSECC.

6. SKILLS REQUIRED

The PSP team must have the proven skills and capacity to undertake the assigned functions described in the previous section. Some of the particular skills that would be required are:

- Experience in developing future water requirement scenarios for Municipalities and irrigation schemes.
- Experience of water resources planning including hydrology, the determination of system yields and possible water savings, the formulation and costing of infrastructure and other interventions and the determination of URVs, the unit cost of water and the effect on water tariffs of developing new infrastructure.
- Good understanding of how to undertake desktop assessments of the ecological Reserve requirements and to assess its effect on yields.
- Experience in setting up and utilizing the WRYM and WRPM.
- Good knowledge of the processes and time lines required in order to successfully implement an intervention within budget.
- Experience in the determination of the environmental and social impacts of interventions, in formulating mitigation measures and in obtaining approvals from the environmental authorities.
- Ability to utilize selection processes to identify the most appropriate series of options to meet various requirement scenarios.
- Ability to synthesize recommendations in a complex environment.
- Ability to interact with and successfully manage multidisciplinary teams.
- Ability to communicate and interact with senior officials, decision makers and the public.
- Ability to manage public participation processes.

7. GENERAL INFORMATION

7.1. Programme

The contract period for the assignment is estimated to be 36 months.

7.2. Study Management

Management of PSP activities will be performed by the DWA Directorate: National Water Planning. Management meetings will take place at appropriate intervals. It is envisaged that these would coincide or be integrated with Support Group meetings, which in turn will be determined by the programme of Strategy Steering Committee meetings. The extent of technical work stemming from Strategy Steering Committee requests for support and other instructions issued by the Strategy Steering Committee for technical evaluations, will also influence the need for Support Group and PSP management meetings.

At this stage it is envisaged that the Algoa Strategy Steering Committee meetings will take place twice a year in Port Elizabeth, with Support Group/study management meetings every two months, possibly alternatively in Port Elizabeth or Pretoria.

8. INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP

8.1. Extent of the Proposals

The text of the proposal should be to the point and not longer than thirty pages (A4) excluding CVs, at a font size of 11 and a line spacing of 1.5.

8.2. Summary of PSP Capacity and Capability

The proposal must contain information about the capacity and capability of the study leader and other key personnel in the water resources planning domain. This information should include details of appropriate educational qualifications and previous involvement in water resources planning studies. PSPs that do not have in-house capacity, capability or specific technical or scientific expertise in any particular aspect of the assignment are free to form associations or joint ventures with other PSPs that would provide the necessary services. The proposal must provide details about the nature of such collaborations. The Study Leader must be specifically identified and the main responsibility structure to support him must be briefly presented. The capability and experience of the study leader with respect to strategy development and implementation as well as scenario planning will be especially important.

8.3. 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
- Experience of working in multi-disciplinary teams in the water resources domain
- Experience of water resource-related work in typical catchments and river systems that represent the range of catchment conditions and complexities in South Africa
- Experience in scenario planning
- Experience in using the WRYM and WRPM and Mike 11
- Experience in doing hydrology updates and water availability assessments
- Experience in doing water resource development feasibility studies
- Experience in providing administrative support for technical meetings and related water resource study aspects.

8.4. CVs

Abridged CVs of all key personnel on the study team should be attached to the text of the proposal. The extent of each CV should be no longer than 2 pages (A4) at a font size 11 and at a single line spacing.

9. CAPACITY BUILDING AND PARTICIPATION OF HDIs AND HDEs

9.1. General

The PSP being integrated into the Support Group will provide capacity building and training of the designated Eastern Cape Regional Office interns and/or learner technicians within the scope of the study.

Due to the nature of the study, it is difficult to define what capacity building would be needed in the water resource management domain and therefore no specific targets are set for Historically Disadvantaged Individuals (HDIs) and Historically Disadvantage Enterprises (HDEs) involvement. However, it is felt that based on previous experience, at least **40%** HDI/HDE participation rate (i.t.o. contract value) is achievable and PSPs are encouraged to put forward HDIs as key personnel and to form associations or joint ventures with HDEs. The Proposal documentation must provide clear details about the nature of such collaborations. However, PSPs are encouraged to establish a partnership with HDI enterprises.

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

9.2. The definition of an HDI/HDE follows that of DWA’s current Policy.

Proposals must be explicit about the following:

- Percentage HDI ownership of each participating firm in Associations or Joint Ventures formed for this study;
- The roles of HDIs in Key Personnel and Technical Support positions;
- The composition of HDEs that participate in Associations or Joint Ventures formed for this Project.

Two sets of data are required to be submitted by PSPs in the proposal and after completion of the project, namely: HDI ownership and HDI participation rate/fees earned.

9.3. HDI ownership % and Project Rand Value

The ownership % for a single PSP is calculated as a direct % and in the case of JVs as a weighted average % based on the participation rate. Project Rand Value refers to the total contract value. This information has to be summarized in the following format:

HDI Ownership %	Total PSP Expenditure(Rm)	% of Total
0-10		
11-20		
21-30		
31-40		
41-50		
51-60		
61-70		
71-80		
81-90		
91-100		
TOTAL		100

A weighted average HDI expenditure % can be calculated using median ownership % values.

9.4. HDI Participation Rate and Professional Fees Earned

This requires a breakdown by project team member of fees earned on the basis of gender and disability. Professional fees earned information is important as it measures the extent of actual project involvement of all team members. This information needs to be summarized in the following format:

Project Staff Category	Professional Fee Expenditure (Rm)	% of Total
Black Male		
Black Female		
White Female		
Disabled Person		
Sub-total		
White Male		
TOTAL		100

10. INTELLECTUAL PROPERTY

All deliverables and product produced out of this assignment are the sole property of the Department of Water and Sanitation. If anyone, including the PSP wishes to use them or apply them elsewhere they should do so after receiving approval from the Department.

11. EVALUATION SYSTEM

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA), the bid will be evaluated in the following phases,

Phase 1: Administrative Compliance

Phase 2: Technical Evaluation

Phase 3: BBBEE Level contributor

11.1. Phase 1: Administrative Compliance

- Compulsory Briefing Session Certificate
- Signed SBD document
- **Valid Tax Clearance Certificate**

1.1.2 Phase 2: Functional/Technical Evaluation

CRITERIA	WEIGHT
<p>Past Experience: 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>	20
<p>Methodology: Present a short concise description of the scope of work, such as to reveal their understanding of the study. The proposed approach and methods to be used during the study should be outlined with emphasis on the important or critical aspects of each task. This section may also be used by the Consultant to briefly present alternative proposals, innovative approaches or other special features of their proposal.</p>	45
<p>Team Capability: A study team organogram must be provided indicating key positions such as Study Leader, Task Leader and supporting Specialists. The organogram shall also indicate the levels at which there will be interaction with the client and/or other interested bodies. Persons proposed for these positions must be identified and supported by CV's of one page each to be included in an Appendix. Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged.</p>	35
TOTAL	100

Only Proposals scoring at least **70%** will qualify for the second stage of adjudication. Bids that fall below the minimum threshold of **70%** will be disqualified and will not be considered in the second stage.

1.1.3 Phase 3: BBEE status level contributor.

Points will be awarded to a bidder for attaining the 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

On the receipt of the proposals, the criteria shown in above will be used for the selection of the most suitable bidder to undertake the assignment.

This study requires highly technical work, which will also include application of models such as the Water Resources Yield Model (WRYM) and the Water Resources Planning Model (WRPM). In order to demonstrate its ability to undertake this study successfully a bidder is required to offer a high degree of technical expertise and capability and present technically excellent study methodology.

For the above reason a bidder is expected to achieve a minimum threshold/required score for functionality of **70%**, in order to qualify for further evaluation. Further evaluation is based on Price and Preference after the minimum score has been achieved by the bidder.

12. STUDY BRIEFING

A compulsory briefing session will be held on a date that will be confirmed once the proposals have been invited at 10:30, Sedibeng Building Room 845 at DWS's head office at 185 Francis Baard (Schoeman) Street, Pretoria.

13. TAX CLEARANCE CERTIFICATE

No contract may be awarded to a person who has failed to submit an original and valid Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that person to be in order or that suitable arrangement has been made with SARS. Note, that copies of the SARS Tax Clearance Certificate are not valid even if the expiry date on the copied certificate is not exceeded.

14. ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

14.1. Format of Proposal Documentation and Contact Persons

Proposal documentation (Technical Proposal and Financial Proposal) is to be submitted in two (2) hard copies (Original and Copy). Receipt of each submission will be acknowledged. Enquiries about any aspect of this Proposal invitation can be obtained from the following persons:

For administrative or procurement matters

Mr Fluks Ntuli
Telephone: 012-336-6677
E-mail: NtuliF@dwa.gov.za

For technical matters

Ms Isa Thompson
Tel: 012-336-8647
Cell: 082 805 2158
E-mail: ThompsonI@dwa.gov.za

For SCM matters

Syabonga Ngidi
(012) 336 6611
NgidiS@dwa.gov.za

14.2. Deadline and Address for Submissions

Proposal documentation is to be submitted in accordance with form SBD 1.1 "Invitation to Bid", which will be issued with the Bid Documents.