



## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### **REQUEST FOR BID**

**BID NUMBER WP10997**

# **FEASIBILITY PLAN FOR GROUNDWATER RESOURCE DEVELOPMENT OF THE MALMANI DOLOMITES WITHIN THE OLIFANTS RIVER WATER SUPPLY SYSTEM**

**ISSUE DATE:**

**30 OCTOBER 2015**

**CLOSING DATE AND TIME**

**03 DECEMBER 2015 AT 11H00**

**Compulsory Briefing session**

**Date: 11 November 2015**

**Time: 10:00**

**Venue: Department of water and Sanitation  
173 Francis Baard Street, Emanzini  
Building G18**

### **SUBMIT TENDER DOCUMENT**

**POSTAL ADDRESS:**

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

**OR**

**TO BE DEPOSITED IN:**

**THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA  
0001**

**TENDERER: (Company address and stamp)**

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

BID NUMBER: WP10997 CLOSING DATE: 03 December 2015 TIMES: 11:00

DESCRIPTION: FEASIBILITY PLAN FOR GROUNDWATER RESOURCE DEVELOPMENT OF THE MALMANI DOLOMITES WITHIN THE OLIFANTS RIVER WATER SUPPLY SYSTEM.

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

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

OR

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

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

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

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

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER.....

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

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO  
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

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

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Tebogo Mapitsing

Tel: 012 336 8366

E-mail address: [Mapitsingt@dws.gov.za](mailto:Mapitsingt@dws.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Sakhile Mndaweni

Tel: 012 336 8764

E-mail address: [MdaweniS@dws.gov.za](mailto:MdaweniS@dws.gov.za)

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

**PRICING SCHEDULE**

DESCRIPTION: FEASIBILITY PLAN FOR GROUNDWATER RESOURCE DEVELOPMENT OF THE MALMANI DOLOMITES WITHIN THE OLIFANTS RIVER WATER SUPPLY SYSTEM.

|                       |                                |
|-----------------------|--------------------------------|
| NAME OF BIDDER: ..... | BID NO: WP10997                |
| CLOSING TIME 11:00    | CLOSING DATE: 03 December 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.....

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

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

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

|       |        |            |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

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

| DESCRIPTION OF EXPENSE TO BE INCURRED<br>AMOUNT | RATE   | QUANTITY |
|---|--------|----------|
| _____   | R..... | R.....   |
| _____   | R..... | R.....   |
| _____   | R..... | R.....   |

TOTAL: R.....

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

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

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE   | QUANTITY |
|---------------------------------------|--------|----------|
| .....                                 | 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]**

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Any enquiries regarding bidding procedures may be directed to the

Department of Water and Sanitation

Contact Person: Tebogo Mapitsing

Tel: 012 336 8366

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

Any enquiries regarding technical information may be directed to:

Contact Person: Sakhile Mndaweni

Tel: 012 336 8764

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



## DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

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

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

Any other particulars:  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

**YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.

**YES/NO**

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

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 | Employee Number / Pearsal 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:

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = 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>B-BBEE Status Level of Contributor</b> | <b>Number of points (90/10 system)</b> | <b>Number of points (80/20 system)</b> |
|---|--|--|
| 1   | 10                                     | 20                                     |
| 2   | 9                                      | 18                                     |
| 3   | 8                                      | 16                                     |
| 4   | 5                                      | 12                                     |
| 5   | 4                                      | 8                                      |
| 6   | 3                                      | 6                                      |
| 7   | 2                                      | 4                                      |
| 8   | 1                                      | 2                                      |

|                           |   |   |
|---------------------------|---|---|
| Non-compliant contributor | 0 | 0 |
|---------------------------|---|---|

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

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

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

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

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

(i) The information furnished is true and correct;



- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....

DATE:.....

ADDRESS:.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><b>(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).</b><br><br>The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page. | +                               | No<br><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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:   |                                 |                                |

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

### 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 consortium<sup>3</sup> 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

## **NOTES**

**The purpose of this document is to:**

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.**
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compile separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

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## **General Conditions of Contract**

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

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

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

## **3. General**

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

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

#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection.**

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



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**This template must be completed  
by the bidder**

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



## ENTITY MAINTENANCE

|                             |               |                      |                                       |
|-----------------------------|---------------|----------------------|---------------------------------------|
| <b>HEAD OFFICE USE ONLY</b> | Reference no. | <input type="text"/> | <b>Registered</b>                     |
|                             | Entity name   | <input type="text"/> | Date registered: <input type="text"/> |
|                             |               | <input type="text"/> | <b>Verified on SafetyWeb</b>          |
|                             |               | <input type="text"/> | Date verified: <input type="text"/>   |
|                             | Entity number | <input type="text"/> | <b>Captured</b>                       |
|                             | Remarks       | <input type="text"/> | Date captured: <input type="text"/>   |
|                             |               | <input type="text"/> | <b>Authorised</b>                     |
|                             |               | <input type="text"/> | Date authorised: <input type="text"/> |

### IMPORTANT INFORMATION TO SUPPLIER

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank

I/We understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB- Electronic Fund Transfer Service", and I/We understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available in my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validated as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

### SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM

ALL RELEVANT FIELDS MUST BE COMPLETED

THE ACCOUNT MUST BE IN THE NAME OF THE SUPPLIER AND NO 3<sup>RD</sup> PARTY PAYMENTS WILL BE ALLOWED

### Section A: Type of Supplier (For official use only)

|   |  |
|---|--|
| <input type="checkbox"/> New Supplier Information | <input type="checkbox"/> Update Supplier Information   |
| Supplier Type:                                    | <input type="checkbox"/> Individual <input type="checkbox"/> Govt. Department <input type="checkbox"/> Partnership<br><input type="checkbox"/> Company <input type="checkbox"/> Trust<br><input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input type="text"/> |

### Section B: Company/Personal Details

|                 |                      |                               |
|-----------------|----------------------|-------------------------------|
| Registered Name | <input type="text"/> |                               |
| Trading Name    | <input type="text"/> |                               |
| *VAT Number     | <input type="text"/> | *Compulsory where applicable  |
| PERSAL Number   | <input type="text"/> |                               |
| Title           | <input type="text"/> | Initials <input type="text"/> |
| First Name      | <input type="text"/> |                               |
| Surname         | <input type="text"/> |                               |

### Section C: Address Detail

|                 |                      |                      |
|-----------------|----------------------|----------------------|
| Payment Address | <input type="text"/> |                      |
|                 | <input type="text"/> |                      |
|                 | <input type="text"/> |                      |
|                 | Postal code          | <input type="text"/> |



**ENTITY MAINTENANCE** (continuation page)

**Section D: Supplier Account Details (TO BE VERIFIED BY BANK)**

|  |                      |   |
|--|----------------------|---|
| Account Name                                     | <input type="text"/> |   |
| Account Number                                   | <input type="text"/> | Account Type                                  |
| Bank Name  | <input type="text"/> | <input type="checkbox"/> Cheque Account       |
| Branch Name                                      | <input type="text"/> | <input type="checkbox"/> Savings Account      |
| Branch Number                                    | <input type="text"/> | <input type="checkbox"/> Transmission Account |
| *ID Number                                       | <input type="text"/> | * Compulsory for individuals                  |
| Passport Number                                  | <input type="text"/> |   |
| **Company Registration Number                    | <input type="text"/> | **Compulsory for companies                    |
| ***CC Registration                               | <input type="text"/> | ***Compulsory where applicable                |
| <b>****Please include CC/CK where applicable</b> |                      |   |
| Practise Number                                  | <input type="text"/> |   |
| ****Trust Number                                 | <input type="text"/> |   |

IT IS HERBY CONFIRMED THAT THESE DETAILS HAVE BEEN VERIFIED AND IS EXACTLY THE SAME AS ON ONE OF THE FOLLOWING APPLICABLE SCREENS:

- ABSA:** CIF Screen
- FNB:** Hogans System on the CIS4
- STD:** Bank - Look - Up - Screen
- Nedbank:** Banking Platform under the Client Details Tab

Contact Number

**BANK STAMP**

|                            |                      |                      |
|----------------------------|----------------------|----------------------|
| <input type="text"/>       | <input type="text"/> | <input type="text"/> |
| Signature of Bank Official | Print Name           | Date (dd/mm/yyyy)    |

**Section E: Contract Details of Supplier**

|                       |                      |
|-----------------------|----------------------|
| Telephone             | <input type="text"/> |
| Fax                   | <input type="text"/> |
| Mobile (Cell no.)     | <input type="text"/> |
| E-mail Address        | <input type="text"/> |
| Contact Person        | <input type="text"/> |
| <input type="text"/>  | <input type="text"/> |
| Signature of Supplier | Print Name           |
| <input type="text"/>  |                      |
| Date (dd/mm/yyyy)     |                      |

**Section F: Contract Details of DWA Office (For official use only - officials with signing authority only)**

|                           |                      |                       |
|---------------------------|----------------------|-----------------------|
| Office                    | <input type="text"/> | <b>OFFICIAL STAMP</b> |
| Telephone                 | <input type="text"/> |                       |
| Fax                       | <input type="text"/> |                       |
| E-mail Address            | <input type="text"/> |                       |
| <input type="text"/>      | <input type="text"/> | <input type="text"/>  |
| Signature of DWA Official | Print Name           | Date (dd/mm/yyyy)     |





Private Bag X313, Pretoria, 0001  
Sedibeng Building, 185 Schoeman Street, Pretoria  
Tel: (012) 336-7500 Fax: (012) 323-4472 | (012) 326-2715

## **ENTITIES - NEW FORM- CIRCULAR!**

**Enq: L Schutte**

**Tel: 012 336-3404**

**Ref: 3/B/111**

DEPUTY DIRECTORS-GENERAL  
HEADS OF CHIEF DIRECTORATES  
DIRECTORATES  
SUB-DIRECTORATES CHIEF DIRECTORS: REGIONS  
REGIONAL DIRECTORS: WATER AND SANITATION  
OFFICES-IN-CHARGE: ADMINISTRATION CENTRES  
CONSTRUCTION SCHEMES  
AREA, DISTRICT AND CENTRE OFFICES: WATER AND SANITATION  
EXECUTIVE SUPPORT

## **FINANCE CIRCULAR W OF 2007**

### **ENTITY REGISTRATION AND MAINTENANCE FOR EFFECTIVE PAYMENT**

- 1 This circular serves to introduce an updated Entity Maintenance form to fit the SafetyWeb requirements from National Treasury.
- 2 Before an entity can be captured and authorized on the system (BAS) the banking details need to be verified through a system called SafetyWeb. This system is administered by National Treasury and the Department has no control or input on the duration of verification as National Treasury forward the information to the corporate banks and after verification the result is send back through National Treasury to the Department.
- 3 National Treasury has implemented an electronic verifications system to speed up the replies from the corporate banks regarding the verifying of banking and other details of suppliers on the SafetyWeb program. This implies that corporate banks will no longer manually verify supplier details and therefore supplier details for verification must be exactly the same as per record of the commercial banks. It is therefore of the utmost importance that the correct information is provided on the Entity Maintenance form and the details must therefore be verified by the concerned commercial bank against the following screens:
  - i) FNB- information must be according to the HOGAN System on the CIS4
  - ii) NEDBANK- Banking Platform under the Client Details Tab
  - iii) ABSA - information as captured on the CIF screen
  - iv) STANDARD BANK- information as per look-up-screen

Please note that commercial banks will not provide these screens to the supplier but will merely validate the supplier's details against these screens. If the details received from the supplier are different to that of the commercial banks' records, the verification will be rejected and the process will start all over again by obtaining the correct information from suppliers.

- 4 Attached is an updated Entity Maintenance form that must be used to capture supplier details on BAS and replaces the DW675-form (Entity Maintenance). This form was designed in co- operation with National Treasury and the commercial banks in an effort to eliminate the incorrect capturing of supplier details. The Entity Maintenance form is used for capturing supplier details on the Main account only and no alterations to the form will be accepted. In cases where a specific supplier will be paid on both the Main (BAS) and Water Trading (SAP) accounts, both the BAS Entity Maintenance and the the SAP Vendor Master forms (updated version) must be completed and faxed or delivered to the relevant offices at Head Office. Both forms must be accompanied by the required supporting documents.



---

The following should be noted when completing the Entity Maintenance form in respect of BAS:

**Section A: Type of supplier (for official use only):**

This section needs to be completed by the regional or Head Office component requesting new or updated supplier details on BAS. Please complete all the required fields. It must be ensured that the information for a supplier does not already exist correctly on BAS.

**Section B: Company/personal details:**

The supplier must complete all the required fields.

**Section C: Address detail:**

The supplier must complete all the required fields.

**Section D: Supplier account details (to be verified by the commercial bank)**

The supplier must complete all the required fields. The supplier must ensure that the bank official validate all the information as per required banking screen. Take note that the section must be fully completed and signed by the bank official, including the bank stamp. The verification of banking details is very crucial and suppliers must ensure that their banking details have been validated by a banking official and that the information is exactly the same as on the relevant banking screen as mentioned above.

**Section E: Contact details of supplier:**

After completion of the sections B to D by the supplier and bank official this section must be completed at all the required fields by the supplier.

**Section F: Contact details of DWA office (for official use only- officials with signing authority only):**

The responsible DWA component must complete all the required fields including the office date stamp. Only delegated officials with the required signing authority may complete and sign this section. Care should be taken that all the required sections of the form were completed and that the information as well as documentation are clearly readable, otherwise it will be send back for correctness.

Please note that each Entity Maintenance form must be support by copies of one or more for the following document:

- PERSAL - Print out function 4.3.1 (Enquiry: Specific Personal Particulars) as well as ID document
- Individual - ID document or valid Passport if bank account was opened as such
- Company - Tax Clearance certificate, CK1 or invoice with company registration number, etc.
- Other - appropriate letter or other method of identification

5 The following general guidelines should be followed by suppliers and DWA offices when completing the entity Maintenance form:

**a) Individuals:**

For employees of the Department a PERSAL printout as well as a copy of the ID document must accompany the Entity Maintenance form. For other individuals the ID document is compulsory. The title of an individual should not be completed in the name fields. If the account was opened with a Passport number a copy thereof should accompany the Entity Maintenance form. Individuals should not be recorded as 'trading as' but as per the records of the particular bank.

**b) Close Corporations:**

If the supplier is registered as a Close Corporation the company registration details have to be recorded as per the records of the particular bank. The company registration number is compulsory and the name should end with CC or BK. The registration number always ends with 23 and the registration number needs to be captured with slashes, e.g. 20001123456123. If details require a CK in front or the back of the company registration number, e.g. CK20001123456123 or 2000/123456123CK it should be captured as such.



**c) Companies:**

The company registration number is compulsory and the registration number needs to be captured with slashes.

Below is a guideline when capturing the supplier details for non-individuals. The last two digits indicate what type of entity it is that you are capturing, e.g. 23 will always indicate a CC.

| TYPE OF ENTITY                | COMPANY REGISTRATION NUMBER | WORDING THAT SHOULD APPEAR IN THE NAME  |
|-------------------------------|-----------------------------|---|
| Close Corporation             | 2000/000000/23              | CC / BK   |
| Private Company               | 2000/000000/07              | Pty Ltd / Edms Bpk / Eiendoms Beperk / Proprietary Limited / Pty Limited / Proprietary Ltd / Edms Beperk / Eiendoms Bpk |
| Public Company                | 2000/000000/06              | Ltd / Bpk / Beperk / Limited  |
| Trust                         | IT00/00                     | Not all Trusts have registration numbers  |
| Incorporated under Section 21 | 2000/000000/08              |   |
| Incorporated                  | 2000/000000/21              | Inc. / Ing  |

**d) Other:**

Government Departments must provide the correct banking details, verified against the screens as per paragraph 1 above, e.g. Department of Minerals and Energy is not DME.

When information is received for doctors or attorneys, the following must be used as guidelines:

- If the account was opened as a Close Corporation the company registration must be used ending on 23
- If the account was opened as an individual the ID number is compulsory

**e) General:**

Herewith some standard rules to comply with when completing supplier details:

- Do not leave spaces or do not use dashes or any other characters and use only numeric characters in the account number field.
- Under no circumstances should the details on a cheque or bank statement be used to complete information. Details need to be verified at a bank with the already mentioned screens.
- Suppliers are not allowed to contact the PMG-office at National Treasury directly.
- Departmental officials should furthermore not contact commercial banks directly as the suppliers need to obtain the correct details from their banker themselves.
- Suppliers must be made aware of the declaration and notes on the Entity Maintenance form on page 1.

6 Completed Entity Maintenance forms must be forwarded to TTM Komane at Zwamadaka 305, contact number (012) 336 7285 and fax number (012) 336 7185. Enquiries with regard to entity maintenance on BAS can also be directed to above-mentioned official.

7 This circular is effective as from the date of signing after which only the updated Entity Maintenance form will be accepted. This circular should be brought to the attention of all involved officials within the Department.

(Acting) DIRECTOR-GENERAL

DATE:



**water & sanitation**

Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

# **FEASIBILITY PLAN FOR GROUNDWATER RESOURCE DEVELOPMENT OF THE MALMANI DOLOMITES WITHIN THE OLIFANTS RIVER WATER SUPPLY SYSTEM**

**TERMS OF REFERENCE**

2015

**CHIEF DIRECTORATE INTEGRATED WATER RESOURCE PLANNING  
DIRECTORATE WATER RESOURCE PLANNING SYSTEMS  
DEPARTMENT OF WATER AND SANITATION  
PRIVATE BAG X313  
PRETORIA  
0001**

**REPUBLIC OF SOUTH AFRICA**

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## 1. INTRODUCTION

### 1.1 BACKGROUND

The National Water Policy, 1997 (DWAF, 1997) has as a core principle that all water, wherever it occurs in the water cycle, should have equal status in law. The National Water Act, 1998 (Act No 36 of 1998) [NWA] provide for groundwater as part of an integrated water resource. The NWA therefore, introduces and embraces the concept of integrated water resource management (IWRM). IWRM has been described as a philosophy that co-ordinates the management of an area's water, land and other resources to maximize economic and social welfare in an equitable manner without comprising the sustainability of the resource and vital ecosystems.

Groundwater and aquifers are an important part of the hydrological system and therefore can no longer be viewed as a privately held resource. Historically, groundwater has been given limited attention and has not been perceived as an important water resource by land use planners and by municipalities, resulting in poor coordination between groundwater development and the use of land for human settlements and for other purposes. However, it is an important source of water supply for many small towns, villages and small-scale farms and further, groundwater has the potential to make a much more significant contribution to South Africa's water supply mix.

Groundwater is often ideal for conjunctive use, for the following reasons:

- Groundwater is a proximal resource,
- Groundwater is resistant to the effects of drought,
- The natural quality of groundwater is usually good, and
- Groundwater can also be developed incrementally.

Groundwater resources are integral to water resource development planning and the optimal use of available resources is promoted through conjunctive use of surface and groundwater supply as well as storage opportunities, where feasible.

The National Water Resource Strategy 2 (NWRS2) has reiterated on the concept of a water supply mix being adopted to reconcile supply and demand, and it also highlighted that water should be at the centre of planning in support of the broad national economic and social development goals without compromising the long-term sustainability of water resources. The National Development Plan (NDP) (Vision 2030) set out bold plans and interventions to be achieved and further affirms that groundwater can often meet local needs more effectively than large regional infrastructure projects, if properly planned and managed.

### 1.2 OVERVIEW OF THE STUDY AREA

The dolomites in this region outcrop in an area of about 1 600 km<sup>2</sup> in extent within quaternary catchments B52A, D, G, J, B60A – D, H, B71A, C, D, F, G and B72F. The aquifers in question form part of the Chuniespoort Group outcrop (including the Black Reef) and a segment of the Pretoria Group along the Limpopo and Mpumalanga escarpment within the Olifants River Basin (Figure 1). They fall within the jurisdiction the following three District Municipalities; Capricorn, Sekhukhune and Ehlanzeni District Municipalities.

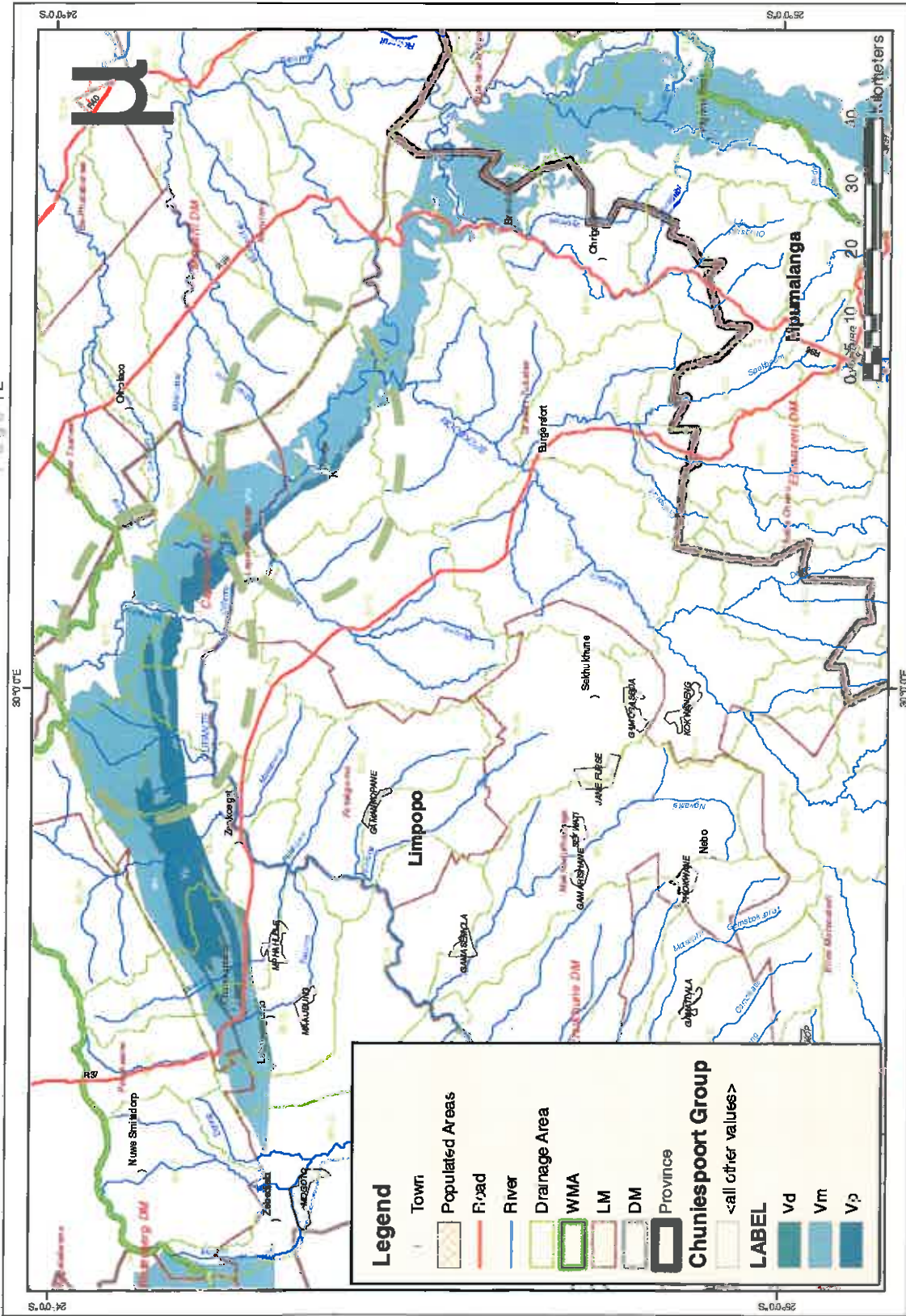


Figure 1: Locality map of proposed study areas (Dolomite outcrop in blue) within the Olifants WMA



## 2 MOTIVATION

The Olifants Water Management Area (WMA) has been indicated as one of South Africa's most stressed catchments in terms of quantity and quality. The basin stretches from the small eastern part of Gauteng Province, via the western and middle part of Mpumalanga Province to the southern part of Limpopo Province into the Kruger National Park, before the Olifants River flows into Mozambique. The storage and supply capacity of the Olifants River drainage basin has been stretched to the utmost.

The Olifants River Water Supply System Reconciliation Strategy (DWA, 2011) indicated that groundwater is available throughout the WMA and further recommended that a detail study of the Malmani dolomites along the Limpopo and Mpumalanga escarpment as water resource should be investigated. The following gaps have been identified on the available data within the escarpment dolomite:

- The extent of human dependency on groundwater (domestic, agricultural and industrial usage) within the area is relatively unknown, and
- The uncertainty in the degree of ecosystem dependency on groundwater (groundwater-surface water interaction),

It's therefore imperative that a quantitative approach to groundwater-resource evaluation be pursued to provide an understanding of the escarpment dolomite aquifer and the feasibility of utilising the available groundwater resources to augment water supply be determined.

## 3 AIMS OF THE STUDY

The main aims of the study are:

- to secure groundwater as a long-term option to augment the water supply to the Olifants River Water Supply System by optimising the conjunctive use between surface water and groundwater, and
- to determine the possibilities of artificial recharge of the groundwater.

Therefore this document aims to define the tasks to be executed in order to carry out a full comprehensive investigation of the groundwater resource development (Malmani dolomite aquifer in the escarpment) at feasibility level.

A full environmental impact assessment will be commissioned in a separate contract following the successful appointment of the feasibility study professional service provider (PSP) for this study. Based on the environmental screening, the appointed feasibility study PSP is required to prepare the scope of work for the EIA study.

The feasibility PSP therefore must provide the diverse skills and expertise required to successfully undertake this study. The tasks to be undertaken in this study are divided into separate modules and these are discussed in full in the following section.

## 4 SCOPE OF WORK

The study will include a detailed review of the work done in previous groundwater studies within the area. The selected PSP will be required to become fully informed about the available data, previous and current related studies and research, and concerns and issues in these studies. An assessment must be done on the level of confidence which can be placed on existing information.

Where necessary, information may have to be updated or more detailed investigations may be required to provide new information or to verify available information/data. After consultations with key role players, the PSP must prepare an Inception Report, detailing the required approach, individual tasks, budget breakdown and final work programme.

#### **4.1 STUDY INCEPTION**

This phase provides the PSP and DWS with the opportunity to have a common understanding of the study objectives. Thus the role of the PSP will be to identify, assess and understand the nature and scope of the study and to ensure that it is in line with DWS requirements. The PSP is also expected to document all the relevant information currently available on the study area.

The Inception Report will serve as the first progress report and include, *inter alia*, a review of the following:

- Previous reports and documents,
- Scope of work for the assignment, including the identification of additional tasks,
- Work programme, and
- Study team.

#### **4.2 RESOURCE POTENTIAL EVALUATION AND TARGET PRIORITIZATION**

A quantitative determination of the groundwater resource potential must be evaluated and prioritised for development as whether as low, medium or high. These investigations should determine the number of boreholes that would be required to meet water demands, the role of geological structures on yield, the depth to which boreholes should be drilled and the general groundwater quality. The purpose of this phase is to:

- Analyse the geological condition with respect to groundwater exploration,
- Identify possible target sites for further investigation,
- Identify possible artificial recharge sites within the dolomitic aquifer,
- Prioritise the potential target sites according to hydrogeological principles, and
- Provide recommendations for the Exploratory Investigations.

##### **4.2.A Hydrogeological Reconnaissance**

As part of the hydrogeological reconnaissance the PSP will be required to do a desktop study, identify preliminary target areas and conduct a hydrogeological gap analysis. The PSP should further identify the sources of relevant information (including information regarded as sensitive) and further identify the hydrogeological work currently being carried out by the WSA or WSP or other.

##### **4.2.B Current Groundwater Utilisation**

The PSP will be required to determine the current extent of groundwater utilisation within the target areas using all collected information. They must liaise with the WSA or WSP and other relevant stakeholders to ensure that accurate information on the groundwater utilisation is captured.

##### **4.2.C Groundwater Resource Potential Evaluation and Potential Well-Fields Sites Identification**

A detailed regional geological analysis must be undertaken within the target areas, to identify geological features that may enhance groundwater occurrence. This would involve the following:

- Literature Review,

- Geodynamic and Strain analysis,
- Regional Remote-sensing (LANDSAT/Aerial Photography) Interpretation, and
- Geophysical Interpretation.

Based on results of a geological analysis, the PSP will be required to categorise the target sites for the evaluation as potential well-field exploration sites. Detailed field mapping and groundwater hydrocensus investigations will be carried out within the target sites identified during geological analysis to identify boreholes/springs/wetlands that are located within.

Existing boreholes with no available data located within the identified geological features should be pump tested in order to obtain aquifer parameters such as transmissivity and storativity; and thereafter collect water samples where feasible, and submit to laboratory for analysis. A preliminary groundwater budget or water balance will be carried out at this point.

Consequently, the potential well-fields sites or source development zones should be prioritised and the number of boreholes to be drilled per well-field site indicated. This process should be accompanied by a risk assessment process, in which the proximity of the existing boreholes and pollution risks are assessed.

#### **4.2.D Surface Water-Groundwater Interaction**

The surface water – groundwater interactions in dolomites are expressed by springs, wetlands, baseflow and recharge. Therefore, to understand what restrictions should be placed on available groundwater, the nature, extent and degree of dependence of vegetation and the communities on dolomite aquifers in these areas must be clearly understood and determined.

#### **4.2.E Artificial Recharge Potential Evaluation**

The PSP should propose artificial recharge systems or methods to increase the yield of the system and enhance water conservation in this area. The aim of artificially recharging the aquifer is both to rapidly replenish the well-field areas that might be over-pumped, and to steadily replenish the main storage parts of the aquifer which supply water to the well-fields with water that would otherwise be lost through evaporation and stream flows. The PSP is expected to investigate a potential for appropriate artificial recharge methodology.

### **4.3 FEASIBILITY INVESTIGATIONS**

Following approval to which well-fields sites or source development zones to be investigated further, exploratory investigations will follow during which the groundwater resources in the well-fields sites or source development zones are validated and the feasibility of using the available resources to augment water supply is determined; incorporating the planning scenarios for development.

#### **4.3.A Module 1: Hydrogeological Exploratory Investigations**

Tasks include geophysical investigation, drilling, yield and water quality testing. Permissions to access to the properties for geophysical surveys and the approval for drilling must be obtained from the property owners by the PSP prior to commencement of any work.

##### **4.3.A.1 Exploratory Drilling and Testing**

It is expected that at least for each exploration borehole drilled at the well-field site or source development zone, two monitoring boreholes will be drilled per recommended production borehole. It is important that correct procedures be followed before drilling. The findings of the

exploratory drilling shall be presented to the SSC, together with proposals for the locations of the production well-fields.

The PSP shall provide geological log of the lithology, hydrogeological log of features important to groundwater occurrence, including weathering depth, fracturing, wad, fissures, cavities, karsts and information concerning depth of water strikes and blow yields, lost circulation and construction log of the borehole indicating drilling and casing diameters and depth, formation stabiliser inserted, grouting and borehole completion details. All successful exploratory/monitoring boreholes must be pump tested to obtain information on aquifer hydraulic properties.

#### **4.3.A.2 Water Quality Testing**

Water samples from the exploratory/monitoring boreholes must be collected by the PSP and analysed at a SANAS Accredited laboratory for analysis of macro-determinants as well as trace elements. All data for the chemical analysis should be submitted to DWS for the necessary WMS capturing.

#### **4.3.B Module 2: Detail Assessment of Artificial Recharge Potential**

The PSP shall assess the various artificial recharge systems proposed in the previous phase, sample, analyse and evaluate water quality of the sources of water and conduct a geochemical modelling to test interactions of the source water and limitations to the different proposed artificial recharge systems.

#### **4.3.C Module 3: Detail Assessment of Groundwater - Surface Water Interactions**

A quantified study on groundwater and surface water interaction (GW-SW interaction) in the context of streams is required for the determination of baseflow proportion in the stream, after which a proper water allocation could be carried out without causing any negative impact on the groundwater dependent ecosystems.

#### **4.3.D Module 4: Numerical Well-field Modelling**

Using numerical models, the PSP shall evaluate different scenarios for groundwater abstractions and provide recommendations on the potential impacts of large abstractions on aquifer/s as well as the environment.

#### **4.3.E Module 5: Well-fields Designs**

Based on the potential capacities of the identified aquifers and water demands patterns in the vicinities, appropriate pump characterisation and selection analysis and related infrastructural designs will be configured to present an optimal groundwater supply scheme development. The PSP must describe the treatment process needed to treat any impurities to the standards specified in the SANS 241 Drinking Water Quality Guidelines.

#### **4.3.F Module 6: Cost Estimate and Comparison**

The costing aspect that will probably need attention is the effects of phasing in of each well-field over time. This will in particular have a significant effect on the costing and economics of the scheme options. The costing recalculations must provide the following information:

- Total capital cost of the scheme(s),
- Annual operation and maintenance costs, and
- Unit cost of water.

The PSP needs to indicate the information used, the accuracy of the estimates and possible impact on final costs of uncertainties in available information in preparing the cost estimates.

#### **4.3.G Module 7: Environmental Screening**

Although an EIA study will be commissioned in a separate study, the environmental screening process is necessary in this study to identify potential environmental implications and adopt a framework within which aspects arising from or influencing the study are considered. The main tasks in the environmental screening process are listed as follows:

- Information gathering, and
- Identification of the potential environmental impacts.

#### **4.3.H Module 8: Institutional, Financial, Legal and Operational**

The appointed PSP should provide recommendations and framework for necessary legal, institutional and financing arrangements for the study. It is foreseen that the groundwater supply scheme will form an integral part of the Olifants River Water Resources Development Project (ORWRDP) Water Supply Scheme (surface water and groundwater) and will be fully integrated with surface water supply, conjunctively. Institutional arrangements for the development, implementation and management of the groundwater and conjunctive use will be required.

This activity shall be executed in close cooperation with the Client as much of the implementation will depend on internal DWS decisions and negotiations with third parties. Although some information will be available early in the study, information associated with the water tariff, operation and maintenance of the scheme, etc. will only become available towards the end of the study, or even afterwards.

The PSP shall therefore programme this activity such that it would start early on during the study. The PSP must closely interact with the teams responsible for the development of the Olifants River Water Resources Development Project (ORWRDP).

This would typically provide a discussion on the following aspects:

- Legal provisions which must be adhered to during the planning process and how these were addressed during the feasibility study. Important among these are equity consideration, corporate governance, social and environmental requirements, and communal land ownership implications,
- Total capital funding requirements of the scheme,
- Financing /funding strategies and make a recommendations,
- Cash flow for implementation and operation and maintenance and make recommendations on how these costs are to be redeemed. This may require signing of agreements with water users regarding operation and maintenance of the scheme and cost redemption,
- Additional human resources needed for operation and maintenance of the scheme,
- Operator of scheme-either DWS or Local Municipality or an appointed agent,
- Short term monitoring and plans for a long term monitoring system,
- Responsibilities of operators in terms of:
  - Method by which annual tariff adjustments will be negotiated with water users,
  - Other institutional obligations that may be identified during the study,
  - Identification of legal constraints or impacts (central and local government acts and regulations, municipal by-laws, government department regulations, etc.),

- o Contractual matters, assessment and mitigation of risks related to financial, political, technical, environmental, institutional issues, evaluation of various funding options for measuring and cost recovery, etc.

#### **4.3.1 Module 9: Public Participation**

Many stakeholders at local, provincial and national level have a direct interest in the planning, implementation and operation of the envisaged groundwater supply scheme. Stakeholders will include the local farming and rural communities, Local Authorities and Water Boards (if any), etc. A stakeholder committee should be formed to promote communication and liaison with stakeholders. It may be advisable to arrange stakeholder participation meetings in the proposed scheme area.

A comprehensive Public Involvement Programme is also the subject of a separate consultancy assignment – Environmental Impact Assessment (EIA). The initial stakeholder engagement is required before the appointment of the EIA PSP. The need for environmental screening at the early stages which will form the basis for the scoping phase to be done by the EIA PSP is to be addressed. The present study must facilitate liaison with the EIA public participation process. The PSP for the EIA study will be appointed depending on progress of this study.

It is important that key stakeholders be consulted to enable appropriate participation and that progress be communicated in an appropriate manner: Study communication should adhere to the DWS communication protocols.

### **5 COMPONENT REVIEWS, RECOMMENDATION AND DESIGN REPORTS**

During the course of the study draft reports and/or designs will be prepared for each of the components and will be subjected to review by the SSC.

Design reports for review must be comprehensively presented with technical information, drawings, conclusions and recommendations in order to allow the reviewers to effectively assess and comment on any proposals or information.

During the course of the study the PSP must identify and describe other aspects that are necessary to bring the study to an implementation level including a monitoring and management plan within the proposed ORWRDP bulk water distribution area.

The Implementation Plan will form the final document of the study and will be supported by relevant supporting reports on specific topics of the study.

### **6 DELIVERABLES**

During the course of the study, draft reports will be prepared for each of the study modules and will be subject to review by the Study Management Committee (SMC). The Main Report will form the final document of the study and be supported by several supporting reports on specific topics of the study aligned with the study modules.

Reports for review must be comprehensively presented with technical information, drawings, conclusions and recommendations in order to allow the reviewers to effectively assess and comment on any proposals or information.

During the course of the study, the PSP must identify and describe other aspects related to the study to be further investigated during the detailed design stage. The following should emerge from the study:

- Inception report;
- Quantification of potential groundwater yield;
- Location of exploration borehole target sites and/or well-fields;
- Determination of access and distribution costs of groundwater;
- Assessment of artificial recharge options;
- Assessment of possible environmental impacts;
- Assessment of legal implications;
- Assessment of cost/benefit and risks;
- Assessment of institutional arrangements for groundwater supply scheme; and
- Implementation plan for the groundwater abstraction and artificial recharge scheme.

## **7 CAPACITY BUILDING**

Provisions should be made for capacity building and skills transfer to both DWS junior officials and PSP team member's targeted group where appropriate. As such, the required capacity building should mostly consist of on-the-job-training, with the DWS seconding some of its staff members to the appointed study team. The PSP team shall develop a capacity building programme as part of the inception report. This programme should include specific quantifiable measures to ensure that capacity building takes place throughout the study.

## **8 STUDY MANAGEMENT AND ADMINISTRATION**

### **8.1 CLIENT**

DWS will be the Client for the proposed study. The Directorate: Water Resources Planning Systems (D:WRPS) will form a Study Management Committee (SMC), which will guide the analysis, with the Study Manager being the Scientific Manager for Integrated Hydrological Planning.

### **8.2 PROFESSIONAL SERVICE PROVIDER (PSP)**

The successful PSP will proceed to undertake all necessary work, including technical, provision of the secretariat and co-ordination of the study. The Study Leader, appointed by the PSP, will be reporting technical and administrative progress of the study to the SMC and SSC.

The Study Leader (PSP) will be responsible for the day-to-day execution of the study, arrangement of progress report meetings as and when required, distribution of agenda and minutes, and other related tasks. The PSP will also be responsible for the recording of the proceedings of all meetings and making presentations as required. He/she will also be expected to keep an up-to-date record of all decisions taken during the execution of the study, identifying issues raised, findings of the investigations and decisions taken.

To summarise, the PSP will be expected to provide the following, among others:

- Report on progress, by ensuring that study execution complies with the study contract and that study management is efficient and effective,
- Study secretariat and co-ordination to provide for secretarial services, administrative support system and liaison with stakeholders where necessary for the purpose of

effective study execution and identify venue for study meetings at required intervals, presentation materials, progress reports and meeting administration in order to realise a well managed study,

- Study information/data need to be provided to relevant other studies/project/ authorities by preparation and distribution of monitoring reports on a monthly basis to key stakeholders.
- For the study duration the PSP needs to prepare, submit and present a technical paper at a local conference as part of awareness building to other municipalities and the groundwater community.
- Study field visits also need to be arranged during the study period to the sites.

### **8.3 STUDY MANAGEMENT COMMITTEE (SMC)**

The Study Management Committee (SMC) will undertake the general management of the study. The SMC will be involved in the sanctioning of all study deliverables. Progress meetings as required by the Study Manager (Client) will be held by the SMC to monitor progress and expenditure against the programme, and to discuss and direct issues. It is foreseen that the SMC will meet every two (2) months and will be chaired by the Client.

The meeting venues will be chosen on the basis of what is most practical and cost effective. The secretariat for the SMC will be provided by the PSP and a progress report will be required prior to SMC meetings. Quarterly reports, in the format prescribed by DWS Supply Chain Management, will also be required.

### **8.4 STUDY STEERING COMMITTEE (SSC)**

The Study Steering Committee steers the study in terms of providing inputs and guidance on further work to be performed during subsequent tasks of the study. The SSC will comprise of technical representatives of DWS and other representatives from Water Boards (if any), Municipalities, Catchment Management Agency (Water User Associations/Irrigators, Mines, Industries, etc.), women and youth representatives, other DWS Directorates, representatives from other Local Municipalities and extra departmental role-players.

The SSC meetings will be chaired by the Client. It is anticipated that at least two SSC meetings will be required every year in a practical and cost effective venue. The secretariat for the SSC will be provided by the PSP and a progress report will be required prior to SSC meetings.

### **8.5 STUDY STAKEHOLDER MEETING (SSM)**

The platform for wider stakeholder consultation and participation will be provided by a Study Stakeholder Meeting (SSM). It is envisaged that the SSM will meet approximately 2 times during the study duration in an appropriate venue based on what is most practical and cost effective. The secretariat for the SSM will be provided by the PSP and a Background Information Document (BID) will be required prior to SSM meetings.

## **9 REPORTING REQUIREMENTS**

Reports shall be written in a clear and concise manner and information presented in a user-friendly format.

- All draft reports shall be submitted to the Study Steering Committee (SSC) for review. Draft reports will include all introductory pages, completed summaries, annexure and give



comprehensive technical descriptions of the processes followed and the results achieved. Draft reports should require limited Client input and if it is submitted incomplete, it will not be considered and will be returned to the PSP,

- Reports will only be considered as finalised once they have been signed by the relevant DWS officials,
- All reports shall be produced free of any copyright restrictions by the authors and reports should be available for reproduction if needs be,
- All raw data, photos, metadata and shape files generated during the study, where applicable, must also be handed in an electronic format (CD/DVD/other). Data should be organised and filed efficiently,
- Hard copies of draft reports are to be submitted (for commenting on by the Study Management Committee), as well as in electronic (MS Word) format (for record keeping purpose and commenting by the Study Steering Committee), and
- 5 Copies of bound final reports are to be submitted to DWS.

In addition, one unbound copy of each final deliverable, one electronic copy in MS Word format on CD and 10 electronic copies in PDF format on CD are also to be supplied.

## **10 DATA OWNERSHIP**

All maps, drawings, reports, data, calculations, and other documents, prepared by the PSP in performing the services for this study, shall become and remain the property of DWS, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof. Copyright of all such documents vests with the Client. The ownership of data and factual information collected by the PSP and paid for by the Client shall, after payment by the Client, lie with the Client.

## **11 INFORMATION TO BE PROVIDED IN THE STUDY PROPOSAL**

### **11.1 REQUEST FOR STUDY PROPOSALS**

This Request for Study Proposals contains a concise background description and study layout, and intends providing sufficient information to enable the prospective Professional Service Provider (PSP) to compile a coherent Study Proposal based on the provided Scope of Work.

### **11.2 EXTENT OF THE STUDY PROPOSAL**

The Study Proposal shall include both technical and financial proposals.

All the discussions in the technical proposal should be to the point, at a font size of not less than 11 and a line spacing of not less than 1.

### **11.3 SUMMARY OF RELEVANT EXPERIENCE**

The Study Proposal must contain brief summaries of experience in the relevant fields. In addition, the study leader and/ or assistant leader must have experience in managing large, multi-disciplinary studies and should have experience in artificial recharge, water resource planning and management.

The required summaries should indicate the years of relevant experience, as well as the focus of such experience. In each of the cases, also provide the names of relevant studies/ projects, the role played by the specialists concerned the names of the clients and the sizes of and dates the studies/ projects were completed.

Specialists with experience in the artificial recharge will have an added advantage as knowledge of local conditions will play a large role in the success of the study.

#### **11.4 METHODOLOGY**

The Study Proposal must contain a clear and to-the-point description of the study methodology, demonstrating the PSPs understanding of the Scope of Work. It is advisable to break the Scope of Work up into phases and/ or tasks, and to demonstrate how these relate to one another, and how they contribute towards the study goals. A duration schedule and schedule of responsibilities needs to be included in the study methodology. In addition, the deliverables that can be expected from the proposed study should also be described and associated with the methodology descriptions.

#### **11.5 STUDY TEAM AND SUMMARY OF CAPACITY, CAPABILITY AND EXPERIENCE**

It will be necessary to have a well-balanced, capable PSP study team. The Study Proposals must contain explicit information about the roles, capacity and capability of the study team in respect of the proposed study. This information should include details of appropriate tertiary qualifications and focus of expertise.

PSPs that do not have in-house capacity, capability or specific technical 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 Study Proposal documentation must provide details about the nature of such collaborations.

Study Proposals should also contain information on the provision, roles and capability of support/ administrative staff.

#### **11.6 CURRICULA VITAE (CV)**

Abridged CVs of all key personnel on the study team should be attached to the proposal. The extent of each abridged CV should be no longer than 2 (two) A4 page at font-size of not less than 11 and at line spacing of not less than 1.

#### **11.7 PARTICIPATION OF HDI's AND HDE's**

Due to the nature of the study, it is difficult to define what capacity building would be needed in the water resource development 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. 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. Two sets of data are required to be submitted by PSPs in the proposal and after completion of the study, namely: HDI ownership and HDI participation rate/fees earned.

### 11.8 STUDY PERIOD AND COST

The Study Proposal shall confirm the proposed study duration of twenty four (24) months and total cost (including VAT) in unambiguous terms. The Financial Proposal must be presented indicating the estimated cost for each task or work package comprising the following:

- Professional fees should be in line with DPSA standards guideline for professional fees
- Disbursements which will be recovered from the Client, including items such as travel and accommodation for team members, use of computers, telephone calls and faxes, printing, coping and binding, courier services, and
- Sub-consultants/Contractors with rates indicated whose costs will be recovered from the Client.

The costs of managing the assignment must be indicated separately. Items not allocated to specific tasks, such as attendance of meetings, must be included in this item.

### 11.9 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. Note, that copies of the SARS Tax Clearance Certificate are not valid even if the expiry date on the copied certificate is not exceeded.

## 12 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: Functional / Technical Evaluation
- Phase 3: Price and BBBEE Level contributor

### 12.1 Phase 1: Administrative Compliance

**“IF NOT INCLUDED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED”**

|   | <b>Name of the document that must be submitted</b> | <b>Compulsory Requirements</b>                            |
|---|--|---|
| 1 | Invitation to bid – SBD 1                          | Please complete and sign the supplied pro forma document. |
| 2 | Tax Clearance Certificate – SBD 2                  | Please complete and sign the supplied pro forma document. |
| 3 | Pricing Schedule – SBD 3.3                         | Please submit full details of pricing proposal.           |
| 4 | Declaration of Interest – SBD 4                    | Please complete and sign the supplied pro forma document. |

|    |  |   |
|----|--|---|
| 5  | Preference Point Claim Form – SBD 6.1                                  | Non-submission will lead to a zero score on BEE.          |
| 6  | Declaration Certificate for Local Production and Content – SBD 6.2     | Please complete and sign the supplied pro forma document. |
| 7  | Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 | Please complete and sign the supplied pro forma document. |
| 8  | Certificate of Independent Bid Determination – SBD 9                   | Please complete and sign the supplied pro forma document. |
| 9  | BBBEE certificate  | Non-submission will lead to a zero score on BEE.          |
| 10 | Attendance of compulsory briefing certificate                          | Briefing session certificate                              |

## 12.2 Phase 2: Functional/Technical Evaluation

| CRITERIA  | WEIGHT |
|---|--------|
| <p><b>Past Experience:</b><br/>Provide details of work of a similar nature undertaken by the bidding organization. Specific details must be given to indicate the extent to which these previous studies relate to the work described in the Terms of Reference</p>   | 30     |
| <p><b>Methodology:</b><br/>Present a short concise description of the scope of work, such as to reveal their <b>understanding of the study</b>. 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 PSP to briefly present alternative proposals, innovative approaches or other special features of their proposal.</p>   | 20     |
| <p><b>Team Capability:</b><br/>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 Abridged Curriculum Vitae (CV's) included in an Appendix. Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged as well as certificates of professional affiliations (e.g. SACNAPS, ECSA, etc.).</p> | 30     |
| <p><b>Skills Transfer:</b><br/>In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water resources management in the study area (i.e. Skills transfer plan).</p>   | 20     |
| <b>TOTAL</b>  | 100    |

**12.3 Phase 3: The 90/10 Principle awarded for B-BBEE Status Level Contribution**

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<br>(90/10 system) |
|------------------------------------|------------------------------------|
| 1                                  | 10                                 |
| 2                                  | 9                                  |
| 3                                  | 8                                  |
| 4                                  | 5                                  |
| 5                                  | 4                                  |
| 6                                  | 3                                  |
| 7                                  | 2                                  |
| 8                                  | 1                                  |
| Non-Compliant contributor          | 0                                  |

**Conditions:**

- Only bidders who obtain at least 70% under Functional/Technical Evaluation will be considered for further evaluation.
- Bidders are kindly requested to submit one copy plus the original.
- Bidders are further requested to provide separate financial and technical proposals.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

**13 FURTHER INFORMATION**

Standard tender documents will be issued to the bidders. Bidders are encouraged to verify with the DWS Tender Office on collection of tender documents if all the required documentation has been issued.

- An Original plus one copy of the Technical and Financial Proposals must be submitted, marked as Original and Copy.
- Proposal documents must be placed singly in a sealed envelope marked "Technical Proposal" or "Financial Proposal" as the case may be, with the Original documents and copies being identified.
- Envelopes must be clearly addressed according to the instructions on the Invitation to Bid Form: SBD 1 and marked as "Contract WP XXXXX" with the Bidder's name and address.

- The Original and one copy of the Technical and Financial Proposal documents, in individual marked sealed envelopes, must be submitted in a single parcel, according to instructions in the Invitation to Bid.

For further information you can contact the following officials:

**CONTACT PERSON: TECHNICAL ENQUIRES**

S.S.E. Mndaweni  
Scientific Manager: Integrated Hydrological Planning  
Directorate: Water Resource Planning Systems  
Chief Directorate: Integrated Water Planning  
Department of Water And Sanitation  
Tel (012) 336-8764  
Cell 083 654 9001

**CONTACT PERSON: SUPPLY CHAIN ENQUIRES**

Zelda Phiri  
Directorate: Supply Chain Management  
Department of Water And Sanitation  
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