



## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

DW106

### **REQUEST FOR BID**

**DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT  
OF STAND-ALONE DAMS , SCHEMES AND INTERGRATED SYSTEM IN THE NORTH ,EAST ,  
CENTRAL AND SOUTHERN WATER PLANNING AREAS OF THE COUNTRY**

**BID NUMBER WP11251**

**ISSUE DATE:**

**15 NOVEMBER 2019**

**Compulsory briefing Session**

**Date: 29 - November - 2019**

**Venue: Department of Water and Sanitation  
187 Francis Baard Street (formerly Schoeman)  
Waterbron Building, 8<sup>th</sup> floor Board Room  
Pretoria, 0001**

**Time: 10.30 am**

**CLOSING DATE AND TIME:**

**12 DECEMBER 2019 at 11H00**

### **SUBMIT TENDER DOCUMENT**

**TO**

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

**OR**

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

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

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

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SBD 1  
INVITATION TO BID

(YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF WATER AND SANITATION)

BID NUMBER: **WP11251**

CLOSING DATE: **12-DECEMBER- 2019**

CLOSING TIME: **11:00**

**DESCRIPTION: DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT  
MANAGEMENT OF STAND-ALONE DAMS , SCHEMES AND INTERGRATED SYSTEM IN THE  
NORTH ,EAST ,CENTRAL AND SOUTHERN WATER PLANNING AREAS OF THE COUNTRY  
BID NUMBER WP11251**

**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, 2017, 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)  
NO

YES or

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

YES or

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT  
(CCA).....

.....  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);  
OR.....

.....  
A REGISTERED AUDITOR

.....  
[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or

NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

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

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

OFFERED .....

---

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Mr. JACOB MABUSELA

Tel: 012 336 7240

E-mail address: [mabuselaj@dwa.gov.za](mailto:mabuselaj@dwa.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: CEWILE NTULI

Tel: 012 336 7618

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

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO: WP 11251

CLOSING TIME 11:00

CLOSING DATE: 12-12-2019

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

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

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## DECLARATION OF INTEREST

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.

<sup>1</sup>"State" means -

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person

connected to the bidder is employed : .....  
Position occupied in the state institution: .....

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

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

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....



2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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 points is allocated for price on the following basis:

##### **80/20**

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

Where

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

#### **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 (80/20 system)</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>16</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

- 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-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. 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? <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>  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 <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)? <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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

## 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(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.

<sup>23</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

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

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

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

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

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## **General Conditions of Contract**

### **1. Definitions** 1. The following terms shall be interpreted as indicated:

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

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

## **2. Application.**

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

## **3. General**

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

Js GCC (revised July 2010)

#### **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, 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 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited 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.
- 35.11 Only signed, original documents will be accepted.

**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

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

**For and on behalf of the Bidder:**

.....  
...

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**

**DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF  
STAND-ALONE DAMS , SCHEMES AND INTERGRATED SYSTEM IN THE NORTH ,EAST  
,CENTRAL AND SOUTHERN WATER PLANNING AREAS OF THE COUNTRY  
BID NUMBER WP11251**

**WP11251**

**TRADING NAME:**\_\_\_\_\_

**CONTACT PERSON:**\_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**CLOSING DATE:**\_\_\_\_\_



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

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

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

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

Name:.....

Position:.....

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





## ENTITY MAINTENANCE (continuation page)

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

Account Name		
Account Number		
Bank Name		
Branch Name		
Branch Number		
*ID Number		
Passport Number		
**Company Registration Number		
***CC Registration		
****Please include CC/CK where applicable		
Practise Number		
****Trust Number		

Account Type

☐ Cheque Account

☐ Savings Account

☐ Transmission Account

\* Compulsory for individuals

\*\*Compulsory for companies

\*\*\*Compulsory where applicable

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

Signature of Bank Official

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

### Section E: Contract Details of Supplier

Telephone	( )
Fax	( )
Mobile (Cell no.)	
E-mail Address	
Contact Person	

Signature of Supplier

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

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

Office	
Telephone	( )
Fax	( )
E-mail Address	

OFFICIAL STAMP

Signature of DWA Official

Print Name

d d / m m / y y y y

Date (dd/mm/yyyy)

## **TERMS OF REFERENCE**

# **DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF STAND-ALONE DAMS, SCHEMES AND INTEGRATED SYSTEMS**

Version 2.3  
June 2019



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**Sub-Directorate: Systems Operation  
Directorate: Water Resource Planning Systems  
Chief Directorate: Integrated Water Resource Planning**



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## 1. BACKGROUND

Most of South Africa is in semi-arid climatic conditions in which water remains a scarce commodity that requires judicious operation. Moreover, the scarcity of water is likely to be aggravated by increasing variability in weather patterns due to climate change, with more severe and frequently occurring droughts putting greater stress on the water resources as has been evident in the previous 2015/16 drought.

Besides other objectives, the National Water Act (Act 36 of 1998) aims to address historical imbalances in relation to access to water. This is coming when requirements for water are progressively increasing as the country is firmly engaged on a path of socio economic development. Furthermore, an improved standard of living and population growth is also translating into an exponential increase of the domestic water requirement. This is in addition to the requirements of the ecological component of the reserve that aims at ensuring that development does not take place at the expense of the ecosystem.

However, present water resources infrastructure may not be able to fully accommodate the increasing water requirements, and opportunities for new infrastructural development are not unlimited. Therefore, the country will have to make better use of the resources that are currently in place.

Previously, groundwater operation has not received much attention. In order to improve the operation of conjunctive use of surface and groundwater and its management thereof, new approaches had to be devised. Tools previously used to analyse the operation of surface water alone have been modified to allow for assessment of the interaction between surface and groundwater resources.

The Department of Water and Sanitation (DWS) has also set in motion the transfer of some water infrastructure and the establishment of new decentralised institutions which will play a greater role and take greater responsibility for the operation of the water schemes. These institutions will be faced with all of the above challenges and require operational support and guidance.

The need to know in advance if and when water curtailments may have to be imposed or lifted, so as to serve as early warning systems, is now a challenge for both operators and users in the field. This project, therefore, aims to update the operating rules at least annually or as required for the water resource systems, for reconciling the water availability with the demand patterns within the short-medium term. In the process the capacity of the Dams and/or systems to supply water at the required assurances of supply for the various water user sectors will be demonstrated. An interactive approach between water users and decision makers will be followed during the study when the demand patterns and the operating rules will be refined with time in order to optimise the operation of the systems.

Over the past years DWS has developed operating rules for various stand-alone dams and water supply systems. Unlike most of DWS's major systems, stand-alone schemes usually depend on smaller stand-alone dams or conjunctive use of surface and groundwater schemes, even with run-of river abstractions and rainwater harvesting systems. Operating rules that were developed during previous projects need to be maintained in terms of updated water demands and improved information about water availability. Continuous capacity building at relevant municipalities and other institutions where staff turnover is very high will also form part of this project.

Establishing operating rules for stand-alone dams/schemes requires that their characteristics and features are well understood. It is suggested that the first step in the development of the operating rules will therefore be to define the scheme as comprehensively as possible. Further tasks comprise the identification/updating of relevant stakeholders list and the determination of other characteristics, notably the water requirements as well as availability, the existing infrastructure and its ability to meet the requirements. Tools to be used in carrying out such analyses need to be developed where necessary and/or proved to be effective. Early warning systems or trigger benchmarks and operational management during drought, for instance how to impose or lift water restrictions, should form integral part of the operating rules.

In order to effectively involve stakeholders and decision makers in the operation of the schemes, appropriate institutional arrangements need to be established - such as Study Management Committee (SMC) and System Operation Forums (SOF). The SMC has the responsibility of guiding the study and taking management decisions. The SOF will provide a consultative platform among the relevant stakeholders; for implementation, monitoring, auditing, reviewing and updating of system operating rules and/or restrictions

## **2. OBJECTIVES OF THE STUDY**

The main objective of this study is to develop and/or review operating rules for bulk water supply and drought management of stand-alone dams, schemes and integrated systems including, but not limited to the following systems:

- Polokwane Water Supply System
- Integrated Olifants River System
- Letaba River System
- Luvuvhu River System
- Mahikeng Water Supply System
- Crocodile West River System
- Crocodile East River System
- Marico River System
- uMhlathuze Water Supply System
- Umgeni Water Supply System
- Algoa Water Supply System
- Amathole Water Supply System
- Mossel Bay Water Supply System
- Western Cape Water Supply System

Other associated objectives are to:

1. Assess and outline the number of stand-alone dams, schemes or systems that need up-to-date operating rules - in consultation with DWS, Catchment Management Agencies (CMAs), municipalities and any other water service provider(WSP);
2. Establish a database of dams/schemes/systems showing their characteristics like location, ownership, infrastructure type and capacity, etc;
3. Determine water availability including historical firm yield, yield-reliability relationships and water usage/allocation (monthly) from the respective water resource systems;
4. Set-up and configure suitable decision support system (DSS) for operational management and computing monthly water supply schedules from the dams/schemes/systems;
5. Derive system storage control curves (SCC), flow duration curves or any other benchmark to indicate different system storage stress/drought levels/zones;

6. Compute and develop probabilistic water availability projections with an actual water storage level superimposing capability, which will serve as a monitoring tool and early warning systems to indicate if/when restrictions may have to be imposed/lifted;
7. Undertake public participation, in liaison with DWS, to facilitate establishment of representative institutional arrangement as forum for stakeholders to participate in operational decision making;
8. Support DWS in the monitoring and interpretation of the performance of the dams/systems as per the given operating rules, and identifying appropriate interventions that may be required;
9. Establish rate/variation of dam siltation and water quality deterioration, and identify appropriate operational strategies to mitigate their negative impacts;
10. Provide training and capacity building.

### **3. GENERAL APPROACH TO THE STUDIES**

The studies will be managed by the Directorate: Water Resource Planning Systems. Although the objectives of the studies are the same, the studies have been split into four to have one study per DWS' four planning areas – for the sake of easier and close focused implementation. Due to specific features of the dams/systems, close collaboration with, the relevant DWS Provincial Offices, CMAs, NWRIB and municipal/water service providers is essential. Other DWS directorates, such as National Water Resources Planning, Option Analysis, Water Resource Information Management, Water Ecosystems, Water Services Planning and Information and Water Allocation, will also have to be involved.

During the first phase of the study, situational assessments will be conducted. These assessments will establish/confirm the ownership of the infrastructure/operating system. Existing information regarding water requirements, water supply infrastructure, water availability and the current operating policy for each dam/scheme will have to be documented. The use of other systems like ground water, rainwater harvesting and run-of river abstractions, among others, will have to be clearly illustrated. Water quality assessments will also need to be conducted where applicable. Areas without water supply infrastructure should be identified and documented for recommendations on interventions.

The next step will be the development and/or review of operating rules for the dams/schemes. The final step will be to link the implementation of the strategies and/or rules, preferably through an institutional arrangement for the particular areas with the aid of committees established under various municipal/DWS structures.

### **4. SCOPE OF THE STUDIES**

The duration of these studies is expected to be about 36 months. The main components of the studies will include a review of the current operational situation and the tasks outlined below. The studies will be undertaken through four projects, each covering a planning area and undertaken by four different PSPs. The first task will be an inception phase with an aim of confirming the scope of work and getting mutual understanding between the PSP and the client. Because of the multiplicity of the dams/schemes with different characteristics, the studies will be expected to prioritise the schemes in relation to the urgency of the need for operating rules. Developed operating rules may need to be reviewed in considering emerging new information on water demands, improved information about water availability and infrastructural configurations. The corresponding deliverables, operating rules/protocols, will be expected to flow out in a sequence throughout the period of the study. Capacity building at

different levels of the Department, relevant municipalities and other institutions will also form an integral part of this study.

## 5. STUDY AREA

The project covers the whole of South Africa and will be split into 4 such that one study will be undertaken for each of the four planning areas namely: North, East, Central and Southern Planning areas.

- **North:** This planning area comprises of WMAs 1 and 2 with all the rivers draining to the Limpopo River. The area covers the Limpopo Province and the northern parts of the North West, Gauteng and Mpumalanga provinces. The DWS Provincial offices responsible for this area are Hartbeespoort and Mafikeng in the North West, Bronkortspruit/Nelspruit in Mpumalanga, Polokwane and Tzaneen in Limpopo province and Pretoria in Gauteng.
- **East:** This planning area comprises of WMAs 3 and 4. DWS Provincial offices responsible for this area are Nelspruit in Mpumalanga, Midmar and Durban in KwaZulu-Natal.
- **Central:** This planning area comprises of WMAs 5 and 6. DWS Provincial offices responsible for this area are Pretoria in Gauteng, Bloemfontein in the Free State and Kimberley and Upington in the Northern Cape.
- **South:** This planning area comprises of WMAs 7, 8 and 9. The Provincial offices involved are Cradock, East London, Port Elizabeth, Uitkeer and King Williams Town in the Eastern Cape and Bellville in the Western Cape.

## 6. TASKS

### 6.1 Inception phase

The first task will be an initiation meeting to clarify the scope, project objectives in order to achieve concurrence among the PSP and the client. This will then be followed by conducting the situation assessment through workshops with Provincial DWS offices, local communities and municipalities to collect relevant information in relation to operating rules. This will also involve a review and confirmation of the list compiled for dams without operating rules and prioritising the dams in relation to their urgent need for the rules.

### 6.2 Determination and projection of water demand patterns

Licensed water allocations, monthly water requirements and projection scenarios for five years into the future for the various users will have to be determined. Environmental Water Requirements and instantaneous flows like environmental flood releases (if any), will also have to be determined. Characterisation of use sectors, user priority classification, etc. will also need to be established and updated where applicable.

### 6.3 Water resources yield analysis

Water sources including dams, groundwater, water quality and systems losses, among others, will have to be determined. Yield analysis and probabilistic projection of water availability of the systems is also important. Yield-reliability relationship curves are to be developed for initial starting storage levels of the dams/systems at 10%, 20%, 40%, 60%, 80% and 100% of

their live storage capacity. Due to the recent drought, it may be required to revise, update or extend the hydrology for some critical systems to improve the calibration of modelling tools.

#### **6.4 Configuration of the water resources infrastructure and related facilities**

Undertake field work to identify the systems' infrastructure and related facility and develop configurations of the water resources schemes - including capacities, limitations, development plans, capacity losses etc. Schematic/artistic sketches in 3-D indicating interconnections, relative distances and height levels of the various water resources infrastructure relative to demand centres will also have to be developed/updated to give the impression of the scheme's footprint in the region.

#### **6.5 Develop Operating Rules and Decision Support Systems (DSS)**

A water resource operating rule may be defined as a prescription directing how water releases/abstractions need to be implemented in order for the available water to meet the requirement schedules. Because both water availability and requirements vary from time to time, the operating rules to reconcile them are also sometimes variable and not so straight forward.

This is why besides the operating rules, DSS are necessary to facilitate quick implementation and updating of the operating rules. On some schemes the DSS may have to be developed afresh whereas on others existing ones may only have to be acquired. But on simple schemes, mere graphs or tables may be developed to serve as DSS. However, existing DSS' may need to be updated where necessary.

Generally, Reservoir Storage Control Curves (SCC) indicate storage zones in a reservoir for various use sectors throughout the year. However, in this case SCC will in addition be defined as boundaries indicating storage zones for various assurance of supply levels in the reservoir throughout the year. The PSP is expected to investigate if there are existing storage control curves for the reservoirs, if the SCCs are adequate or need revision.

For times when the initial water levels in the reservoirs – level on the decision date - may be relatively low, water restrictions may have to be imposed. The risk of restrictions for the various use sectors will have to be determined depending on this initial storage level. However, continuous analysis may be required to test the recovery of the system and revisit certain decisions. For schemes with boreholes, safe yield and risk of failure of groundwater supply will also be analysed. And for run-of river abstractions, flow duration curves may have to be developed as DSS for water supply from the river.

#### **6.6 Water Budgeting/allocation and System Operation Forum (SOF)**

Whether operating rules exist and need only a review or need to be developed afresh, they will require regular annual/seasonal updating to ensure appropriate implementation considering hydrological conditions, demand schedules and infrastructural state. Unlike licensed water allocations, operation water allocation, also referred to as water budgeting, is an annual exercise given that water availability itself is an annually renewable resource. To undertake this exercise, the decision date of the scheme needs to be identified, which largely depend on the hydrological cycles and business plans of the water users. The decision month/date is the time when most of the season's run-off into the system has been harvested and is available for water budgeting (allocation) among the stakeholders. For effective stakeholder participation in operational decision making, an appropriate System Operating Forum (SOF) will have to be established/identified for the purpose of traceable communication and accountability. The PSP

must also present an auditable framework for implementation and accountability of the operating rule and the SOF.

## 6.7 Capacity building and training

The purpose of this task will be to provide training and technology transfer to Department officials and nominated individuals from the study areas. This is considered to be a key component of the assignment, not only because it will serve to develop the competence and expertise of the individuals in question, but also because it will establish a common understanding of technical aspects between the Study team and the Client (DWS) and thereby contribute to the overall success of the assignment and related activities.

Ten (10) Departmental staff members at various levels will be identified for training in consultation with the Client during the Inception Phase of the study. A proposal in this regard will be made at the first study management meeting for approval.

The training programme to be undertaken will involve two distinct components, namely:

- A formal training course in line with the below training schedule in Table 1 which will be held to provide trainees with a general background of the processes involved with developing and implementing operating rules. The course will address issues such as the basic principles of water resources assessment, planning, use of water resources systems models, developing, water resources allocation, water balances, restricting water users and monitoring of systems performance in relation to the operating rules.
- The PSP must present clear proposals on capacity building in line with the outline in this paragraph. This proposal should involve the actual participation of attendees in the practical aspects of the assignment and will involve the periodic short-term secondment of trainees to the offices of the PSP.

This will focus on technical processes and the application of models. For this purpose, the following distinct instruction methods will be employed:

- Discussions, where technical processes are discussed in a workshop environment;
- Demonstrations, where a specific process or model application is demonstrated by a specialist for the benefit of the trainee;
- Applications, where the trainee applies a model practically, under the supervision of a specialist. Application should focus on both stand-alone schemes and integrated systems. The ultimate aim of this activity is to enable progressive internalization of the tasks within DWS.

The aspects which will be addressed as part of the training that is required for individuals are summarized in Table 1. The table also provides an indication of the instruction method which should be employed in each case, as well as the extent of participation required by the trainee. Specific dates are not scheduled and will depend on the progress of the assignment as well as the availability of the individuals involved.

Table 1: Training schedule

Description	Instruction method	Period of participation (days)
<b>Hydrological Analysis</b>		
Data collection and sources	Discussion	½
Rainfall data preparation and checking	Application	1
Rainfall data classification, outlier detection and patching	Application	2
Streamflow data preparation and checking	Discussion, application	1
General groundwater modelling	Discussion	½
Land-use impacts	Discussion, application	2½
<b>WRSM2000 modelling:</b> <ul style="list-style-type: none"> <li>Model configuration and testing;</li> <li>Model calibration;</li> <li>Generation of natural runoff sequences.</li> </ul>	Demonstration Application Demonstration	1 1 1
<b>Stochastic streamflow hydrology:</b> <ul style="list-style-type: none"> <li>Generation of parameter file (PARAM.DAT);</li> <li>Checking generated streamflow sequences.</li> </ul>	Demonstration Demonstration	½ ½
<b>Water Requirements and Return Flows</b>		
Data sources	Discussion	½
Data manipulation and processing	Application	3
Water user reliability requirements, purpose and application	Discussion	½
Format and application of the ecological flow requirements	Discussion	½
<b>Yield Analysis (WRYM)</b>		
Configuration and testing of the WRYM	Demonstration	1
Historical system analysis	Application	½
Stochastic system analysis (Long and short-term)	Application	1
Annual Operating analysis	Application	1½
Result presentation and interpretation	Demonstration	½
<b>Planning Analysis (WRPM)</b>		



Description	Instruction method	Period of participation (days)
Background to WRPM	Discussion	1
Configuration and testing of the WRPM	Discussion, demonstration	5
Definition and analysis of planning scenarios	Discussion	½
Processing of WRPM output	Demonstration, application	1
Result presentation and interpretation	Demonstration	½

The impact of the proposed training undertaken will be assessed based primarily on feedback obtained from a designated Departmental representative on perceived benefits regarding the knowledge base, practical insight and/or work-related behaviour of trainees. Ideally, the representative in question will be a line-manager or senior colleague of trainees and will be selected in consultation with the Department.

Progress on the above training programme will be continually monitored and, upon conclusion, documented in a concise training report. The report will include details on the process of selecting trainees, attendance and feedback of the formal training course and a schedule and milestones of the ad-hoc instruction process. The report will also include conclusion on the success of the training based on the impact analysis described above, as well as recommendations on further training that may be required and also on the potential for improving similar training programmes in future.

## 7 DELIVERABLES

### 7.1 Inception Report

The outcome of the inception phase will be the inception report, which considering the dynamics of conditions in the catchments, will seek to establish the extent of prevailing conditions on the ground and scope of work for the tasks. However, a budget adjustment at this stage is not admissible.

### 7.2 Operating Rule and Protocols

The main deliverable will be a list of the operating rules of the dam/system. (Annexure A).

Other associated deliverables will, among other things, include the list outlined below, among others:

- Relative location, layout and 3-D schematic/artistic sketch of the scheme
- Historical water use trend (of not less than 15 years) and projected monthly water demands for another 5 years ahead
- Ecological Water Requirements (EWR) on the river  
Up-to-date information and datasets for key stations – including but not limited to time series rainfall data, stream flow data, among others
- Historical water storage trend (since the scheme was installed) and Water availability and including historical firm yield and yield-reliability relationships for various starting storage levels

- Licenced water allocations and Priority classes of the different category of water users on the system – including monthly usage rates
- Restriction levels of the different users
- Storage control curves of flow duration curves of the reservoirs/rivers/aquifers
- Probabilistic monthly reservoir storage projections for the next 5 years period, with the actual storage level superimposition capability, which will form function as monitoring tool and an early warning systems to indicate if/when restrictions may have to be introduced/lifted.
- System water release benchmarks and/or schedules
- Water usage monitoring tools
- DSS and their respective input data files installation at DWS
- Field visit reports with stakeholders' feedback/inputs
- Text, spreadsheets, charts and programs making up the deliverables should be prepared in a format compatible with DWS' systems, and be user-friendly as much as possible.

### **7.3 Presentation of results and dissemination of information**

Besides presentations to the study management committee, final hardcopy and softcopy reports, results of the study will be shared with stakeholders through Systems Operation Forum (SOF). The results will have to be shared in an appropriate format that is clear for the stakeholders to participate.

The projected and actual reservoir storage trajectories together with their implications may have to be presented more regularly as and when required by the SOF.

### **7.4 Training Material**

After the training sessions Training materials (guidelines) including of the following aspects will be produced for each trainee:

1. *Hydrology updating*
2. *Setting up water resources yield and planning models (WRYM and WRPM) for a particular system/stand-alone scheme*
3. *Determining irrigation, industrial, mining and domestic water requirements as well as return flows*
4. *Water balance, water availability and decision support system (using the DSS)*
5. *Assessment of water losses*
6. *Monitoring of system performance tool*

## **8. PROJECT MANAGEMENT**

### **8.1 Client**

DWS is the Client of the proposed studies. The Directorate of Water Resources Planning Systems (D: WRPS) will form the Study Management Committee (SMC) that will guide the study. The Project Manager will be the Scientific Manager: Systems Operation, who will be assisted by the respective Engineer/Scientist responsible for the corresponding planning area. The Project Manager and/or her assistant will 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.

## **8.2 Professional Service Provider (PSP)**

Prospective PSPs are being invited to submit proposals for any or all of the four planning areas. However, for the sake of equity and capacity development, one PSP shall not be allowed to undertake more than one of the four planning area studies. Previous experience and knowledge of similar systems will have an added advantage. The appointed PSPs will be required to perform the analyses as described in this brief. After the appointment there will be an initiation meeting between the PSP and the Client.

The PSP will then proceed to undertake all technical work of the project, and will be reporting progress as may be required to the Study Management Committee (SMC) and the System Operating Forum (SOF).

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.

## **8.3 Study Management Committee (SMC)**

The SMC will comprise of technical representatives of DWS, water management institutions, water services authorities and other owners of the dams and bulk supply infrastructure. The SMC will undertake the general management of the study. Progress meetings as required by the Project Manager (Client) will be held by the SMC to monitor and review progress against the approved programme. The meeting venues will be chosen on the basis of what is most practical and cost effective. It is anticipated that about four SMC meetings will be required every year.

## **8.4 System Operation Forum (SOF)**

The Client (DWS) will identify the stakeholders to form the SOF. The main objective of the SOF is to provide a consultative platform for implementation, monitoring, auditing, reviewing and updating system operating rules and/or restrictions. This also entails capacitating water control officers, operators and water users. The role of SOF members is to disseminate information and give feedback on measures taken in order to comply with abstraction allocations, especially during restrictions conditions. The establishment of the SOF also aims to ensure equity and transparency in decision making process. The SOF will preferably be chaired by the DWS Provincial Head (or his appointee)

It is anticipated that the SOF will include representatives from, but not limited to, the following list:

- Department of Water and Sanitation
- Provincial Departments of Agriculture
- South African Local Government Authority (SALGA)
- Water Boards (if any)
- Municipalities
- Water Users Associations (WUAs)/Irrigators,
- Mines, Industries etc.
- Catchment Management Agencies (CMAs),
- Women and youth representatives

## **9. INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP**

### **9.1 The Technical and Financial Proposals**

The Technical and Financial Proposals should be bound separately and be submitted in separate envelopes to the DWS.

### **9.2 Extent of proposals**

The text of the Proposal, including a Work Programme Schedule and a detailed Schedule of Resources versus Costs, should be to the point and not longer than 15 A4 pages (excluding CVs) at a font-size of 10 and 1.5 line spacing.

### **9.3 Scope of work**

The scope of work must reveal that the PSP understands the requirements of the Study. The proposed approach, methodology and models to be used during the Study should be outlined. The PSP is encouraged to use this Section in the proposal to present innovative approaches or other special features of the PSP's response to the ToR.

### **9.4 Study team and summary of capacity, capability and experience**

The Proposal must present the Key Components of the Study Team in the form of an Organogram. The proposal must also contain explicit information about relevant capacity, capability and experience of Key Personnel, with particular reference to:

- Experience with the models and modelling fields;
- Experience in and knowledge of historical or current water resource investigations and/or management in the Study Area;
- The roles of individual Key Personnel in the study;
- Experience of working in multi-disciplinary teams in the water resource domain.

### **9.5 CVs**

Abbreviated two pages CVs of all Key Personnel included in the study team must form attachments to the Proposal.

### **9.6 Study budget**

The Study budget shall present the full resourcing associated with each major component and each primary task in the Study, as well as the timing of the cost involved. The resourcing must provide details of the employment of all study personnel. The hourly fee rates of all study personnel must be stated and must be in accordance with the labour rates. The tender will be invoiced per deliverables.

The Study Budget must provide a breakdown by Study team member of fees to be earned on the basis of the following categories: Black male; Black female; White female; Disabled person; White male.

## 9.7 Evaluation of Proposals

DWS will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA). A three stage evaluation process will be followed to evaluate the bids, namely:

### Administrative Compliance

**Please note that all bidders must comply with the following administrative requirements:**

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied <i>pro forma</i> document.
2	Registration with Central Supplier Database (CSD) as per National Treasury SCM Instruction 4 of 2015/17 par 5.2.	Attach proof of print out as proof of registration or supplier number.
3	Pricing Schedule – SBD 3	Please submit full details of pricing on financial proposal (Separate document from your Technical Document)
4	Declaration of Interest–SBD 4	Please complete and sign the supplied <i>pro forma</i> document.
5	Preference Point Claim Form – SBD6.1	Non-submission will lead to a zero score on BEE.
7	Declaration of Bidder's Past Supply Chain Management Practices – SBD8	Please complete and sign the supplied <i>pro forma</i> document.
8	Certificate of Independent Bid Determination – SBD 9	Please complete and sign the supplied <i>pro forma</i> document.
9	BBBEE certificate	Non-submission will only lead to a zero score on BEE and not a disqualification.

### 9.7.1 Phase 1: Mandatory Compliance

9.7.1.1 Pre-qualification in terms of Preferential Procurement Regulation, 2017, the bidding company must subcontract a minimum of 30% to an Exempted Micro Enterprise (EME) or Qualifying Small Business Enterprise (QSE) which is at least 51% owned by black people.

#### 9.7.1.2 Briefing session

A briefing session will be held for the interested PSPs to introduce the study and clarify the tendering process. **Attending a briefing session is compulsory.** Details concerning date, time and place for a briefing session will be confirmed once the proposals have been invited.

**Failure to attach the below will lead to disqualification.**

- Compulsory Briefing Session Certificate

### 9.7.2 Phase 2: Functionality (Technical) Evaluation

The 80/20 point system will be used in evaluating all proposals. The criteria and guideline weighting points applicable are detailed in the following paragraphs

Functionality Evaluation Criteria			
Criteria		Points value	Weighting Points Awarded
Functionality	10 years Past Experience of the company in:		25
	<ul style="list-style-type: none"> <li>• Development of the operating rules for water supply and drought management;</li> <li>• Water Resource management projects and</li> <li>• The relevant study area.</li> </ul>		
	≥10 years on all 3 items	5	
	7 to 9 years on all 3 items	4	
	5 to 6 years on all 3 items	3	
	3-4 years on all 3 items	2	
	2 years on all 3 items	1	
	<1 years on all 3 items	0	
	Methodology:		35
	<ul style="list-style-type: none"> <li>• Compliance with ToR;</li> <li>• Detailed method statement for each task within the study area;</li> <li>• Inclusion of Organogram;</li> <li>• Detailed programme and</li> <li>• Innovations to the ToR.</li> </ul>		
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	No item addressed	0	

	<b>Team Capability</b> <ul style="list-style-type: none"> <li>• The study leader should have a relevant experience of at least 10 years;</li> <li>• Team should have a range of experts in various fields (water resource engineer, hydrologist, geohydrologist, water quality specialist, environmentalist, stakeholder engagement specialist) minimum 5 years experience and</li> <li>• Other support structures e.g Admin, finance, messengers.</li> </ul>		30
	Study leader with min 10 years relevant experience and hydrologists/engineers with minimum 5 years and support staff	5	
	Study leader with min 8 years relevant experience and hydrologists/engineers with minimum 4 years and support staff	4	
	Study leader with min 7 years relevant experience and hydrologists/engineers with minimum 3 years and support staff	3	
	Study leader with min 6 years relevant experience and hydrologists/engineers with minimum 2 years and support staff	2	
	Study leader with min 5 years relevant experience and hydrologists/engineers with minimum 2 years and support staff	1	
	Study leader with min 3 years relevant experience and hydrologists/engineers with minimum 1 years and no support staff	0	
	<b>Capacity building and training:</b> <ul style="list-style-type: none"> <li>• Provide clear proposals on Capacity building and training of 10 DWS officials in annual operating analysis and/or technical aspects to be undertaken as part of this Study .</li> </ul>		10
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	

	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	
	Training in a workshop format only including WRPM	2	
	Training in a workshop format only excluding WRPM	1	
	No training & capacity building plan provided	0	
Total			100

**Technical Proposals will be evaluated and scored without reference to the Financial Proposals.**

The Bidder must obtain minimum 70 (%) or above on functionality (Past Experience, Methodology Team capability and Capacity building and training) in order to qualify for further evaluation. Further evaluation is based on **Price and Preference** after the minimum functionality score of 70% has been achieved by the bidder.

#### 9.10 Phase 3: The 80/20 Principle based on Price and BBEE status level contributor

##### Price

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

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

##### Preference (B-BBEE Status Level of Contribution)

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:

##### BBBEE Status Level Contributor

Points will be awarded to a bidder for attaining the B-BBEE Status Level of Contributor in accordance with the table below:

Price: 80

BBEE Level Contributor: 20

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2



<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
Non-compliant contributor	0

Bidders 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.

Scores obtained for Price and B-BBEE Status Level are combined to obtain an overall score for each bid. The Functionality score is not factored in the final score, it is only used for screening bids that qualify from those that do not qualify to enter the last stage of evaluation.

#### **Conditions:**

- Only bidders who obtain at least 70% under Functional/ Technical Evaluation will be considered for further evaluation on price and BBEE.
- 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. The joint Venture must be fully signed by both parties.
- The bids will be evaluated in accordance with the objective criteria below:
  - Prospective PSPs can submit proposals for any or all of the four study areas but will be appointed for only one cluster for the sake of equity and capacity development.

#### **10. FURTHER INFORMATION**

Relevant tender documents are distributed with this Terms of Reference.

- For Technical information you can contact the Scientific Manager, Celiwe Ntuli on telephone (012) 336 7618 or on 082 885 1942
- For Administrative matters Ms M Matsipe on telephone (012) 336 8224/083 290 1161
- For SCM related queries Mr Patrick Mabasa on telephone (012) 336 7518