



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

WP11338

### REQUEST FOR BID

**BID NUMBER WP11338**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE SUPPORT ON THE DEVELOPMENT UPDATING AND REVIEW OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENT IN THE EAST PLANNING AREA COMPRISING WATER SUPPLY SYSTEMS FOR MBOMBELA, RICHARDS BAY, MGENI AND ALL OTHER TOWNS AND CLUSTERS OF VILLAGES.**

### ISSUE DATE:

**11 SEPTEMBER 2020**

### CLOSING DATE AND TIME

**13 OCTOBER 2020 at 11H00**

### SUBMIT TENDER DOCUMENT

**POSTAL ADDRESS:**  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313 PRETORIA, 0002

OR

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

### Compulsory briefing session

#### **Briefing session:**

**Venue:** G18 Emanzini Building National Department of Water and Sanitation, 173 Francis Baard Street,  
Pretoria 0001

**Date:** 28 September 2020

**Time:** 10:00am

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

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)**

BID NUMBER:	WP11338	CLOSING DATE:	13 OCTOBER 2020	CLOSING TIME:	11H00
-------------	---------	---------------	-----------------	---------------	-------

DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE SUPPORT ON THE DEVELOPMENT UPDATING AND REVIEW OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENT IN THE EAST PLANNING AREA COMPRISING WATER SUPPLY SYSTEMS FOR MBOMBELA, RICHARDS BAY, MGENI AND ALL OTHER TOWNS AND CLUSTERS OF VILLAGES.</b>
-------------	---

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)**

**PRETORIA, 0002**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	Winnie Dolamo
TELEPHONE NUMBER	012 336 8974
FACSIMILE NUMBER	0864890777
E-MAIL ADDRESS	dolamow@dws.gov.za

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	Mr Patrick Mlilo
TELEPHONE NUMBER	012 336 8199
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mlilop@dws.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
---	--	--	--

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE SUPPORT ON THE DEVELOPMENT UPDATING AND REVIEW OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENT IN THE EAST PLANNING AREA COMPRISING WATER SUPPLY SYSTEMS FOR MBOMBELA, RICHARDS BAY, MGENI AND ALL OTHER TOWNS AND CLUSTERS OF VILLAGES.**

NAME OF BIDDER: .....PROJECT NO: **WP11338**

CLOSING TIME: **11:00**

CLOSING DATE: **13 OCTOBER 2020**

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

**ITEM DESCRIPTION BID PRICE IN RSA CURRENCYNO (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. Period required for commencement with project after Acceptance of bid

.....

4. Estimated                      man-days                      for                      completion                      of                      project

.....

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

6. 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

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Patrick Mlilo

Tel: 012 336 8199

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

## 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.

"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.

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

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

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

Connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>Employee Number / Persal Number</b>

**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 2017

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

a) The value of this bid is estimated to ~~exceed~~/not ~~exceed~~ R50 000 000 (all applicable taxes included) and therefore the...80/20... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	or	<b>90/10</b>
--------------	----	--------------

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

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**

## 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:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>a</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

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

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

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

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

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

## **TABLE OF CLAUSES**

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
- 11. Insurance**
- 12. Transportation**
- 13. Incidental services**
- 14. Spare parts**
- 15. Warranty**
- 16. Payment**
- 17. Prices**
- 18. Contract amendments**
- 19. Assignment**
- 20. Subcontracts**
- 21. Delays in the supplier's performance**
- 22. Penalties**
- 23. Termination for default**
- 24. Dumping and countervailing duties**
- 25. Force Majeure**
- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

## **General Conditions of Contract**

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

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

## **2. Application.**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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



## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14. Spare parts**

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

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

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination

will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

## **33. National Industrial Participation (NIP) Programme**

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

## **34. Prohibition of Restrictive practices**

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

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.dws.gov.za](http://www.dws.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post,  
Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

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

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

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

.....  
\*\*\*

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

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

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

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

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

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

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

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



## **water & sanitation**

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

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE SUPPORT ON THE DEVELOPMENT UPDATING AND REVIEW OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENT IN THE EAST PLANNING AREA COMPRISING WATER SUPPLY SYSTEMS FOR MBOMBELA, RICHARDS BAY, MGENI AND ALL OTHER TOWNS AND CLUSTERS OF VILLAGES.**

**WP11338**

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

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

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

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



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

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
<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

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

### IMPORTANT INFORMATION TO SUPPLIER

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

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

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

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

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

### SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS FORM

#### ALL RELEVANT FIELDS MUST BE COMPLETED

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

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

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type: ☐ Individual ☐ Govt. Department ☐ Partnership  
☐ Company ☐ Trust  
☐ CC ☐ Other (Specify)

### Section B: Company/Personal Details

Registered Name   
  
 Trading Name   
  
 \*VAT Number  \*Compulsory where applicable  
 PERSAL Number   
 Title  Initials   
 First Name   
 Surname

### Section C: Address Detail

Payment Address   
  
  
 Postal code

**ENTITY MAINTENANCE** (continuation page)**Section D: Supplier Account Details (TO BE VERIFIED BY BANK)**

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

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**

dd / mm / yyyy

Date (dd/mm/yyyy)

Signature of Bank Official

Print Name

**Section E: Contract Details of Supplier**

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

Signature of Supplier

Print Name

dd / mm / yyyy

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

dd / mm / yyyy

Date (dd/mm/yyyy)



## **water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: NATIONAL WATER RESOURCE PLANNING

---

### **TERMS OF REFERENCE FOR**

**Appointment of a Professional Service Provider (PSP) to  
Provide Support on the Development, Updating and Review  
of Strategies to Reconcile Water Availability and  
Requirement in the East Planning Area Comprising Water  
Supply Systems for Mbombela, Richards Bay, Mgeni and All  
Other Town and Clusters of Villages**

**SEPTEMBER 2019**

---

## TABLE OF CONTENTS

1	BACKGROUND.....	4
2	OVERVIEW OF THE EAST PLANNING AREA WATER RESOURCES.....	5
3	PURPOSE, OBJECTIVES AND EXPECTED RESULTS OF THE STUDY.....	6
4	STUDY AREA LOCATION AND BACKGROUND .....	7
4.1	Integrated Mgeni River Water Supply System.....	8
4.2	Mhlatuze and Pongola River Water Supply Systems (WSS).....	9
4.3	Usutu-Inkomati Water Supply System.....	10
4.3.1	Usutu .....	10
4.3.2	Inkomati River Water Supply System.....	12
4.4	Development and/or Continuation Phase 2 for All Towns in the East Planning area (viz East of Mpumalanga and KwaZulu-Natal) .....	13
5	OBJECTIVES, PURPOSE AND EXPECTED RESULTS OF THE STUDY.....	14
6	STUDY GOVERNANCE .....	14
6.1	Study administration committee (SAM) .....	14
6.2	Technical Support Group (TSG) .....	15
6.3	Strategy Steering Committee (SSC) .....	15
7	GENERAL TASK DESCRIPTION.....	15
7.1	Task Background.....	16
7.2	Functions of the PSP .....	16
7.2.1	Activities .....	16
7.2.2	Specific work required from the PSP shall also include the following: .....	17
7.3	Capacity building and training.....	18
8	METHODOLOGY .....	19
9	EXPERTISE OR SKILLS REQUIRED .....	19
10	REPORTING REQUIREMENTS.....	20
11	WORK PLAN AND TIME SCHEDULE.....	20
11.1	Programme .....	20
11.2	Study Management .....	20
12	INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP .....	20
12.1	Extent of the Proposals.....	20
12.2	Summary of PSP Capacity and Capability .....	22
12.3	Summary of Relevant Experience.....	22
12.4	Capacity-Building and Participation of HDIs and HDEs.....	23
13	General .....	23
13.1	Intellectual Property.....	23
14	EVALUATION SYSTEM .....	23
14.1	PHASE 1: PREQUALIFICATION CRITERIA .....	24

14.2	PHASE 2: ADMINISTRATIVE COMPLIANCE .....	24
14.3	PHASE 3: MANDATORY COMPLIANCE: .....	24
14.4	PHASE 4: FUNCTIONALITY (TECHNICAL) EVALUATION .....	24
14.6	PHASE 5: PRICE AND PREFERENCE (B-BBEE STATUS LEVEL OF CONTRIBUTION) .....	28
14.6.1	PRICE. ....	28
14.6.2	Preference (B-BBEE Status Level of Contribution).....	28
15	ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS.....	29
15.1	Format of Proposal Documentation and Contact Persons .....	29

## List of Figures

Figure 1: Major water supply systems in for Planning Area East .....	6
Figure 2: Extent of KwaZulu-Natal Water Supply System .....	8
Figure 3: Pongolo-Mhlathuze Water Supply Systems.....	10
Figure 4: Usutu Water Supply System .....	11
Figure 5: Inkomati Catchment Area .....	12

## List of Tables

Table 1: WMAs in East Planning Area .....	5
Table 2: Previous and current DWS studies related to this Scope of Work.....	9
Table 3: Previous and current DWS studies related to this Scope of Work.....	10
Table 4: Previous and current DWS studies related to this Scope of Work.....	11
Table 5: Previous and current DWS studies related to this Scope of Work.....	12
Table 6: Status of governance structures for the study .....	14
Table 7: Generic guideline of deliverables for water resources reconciliation continuation studies .....	21
Table 10: Functionality Evaluation .....	25
Table 11: Preference (B-BBEE Status Level of Contribution) .....	28
Table 12: Contact Persons .....	29

## 1 BACKGROUND

The Department of Water and Sanitation (DWS) is the custodian of the water resources of South Africa and undertakes water resources planning as one of its core functions.

The water resources planning function is carried out by to the Directorate National Water Resource Planning (D:NWRP), which develops national strategies and procedures for the reconciliation of water availability and requirements to meet national, social and economic development objectives, including strategic requirements, resource quality objectives and international obligations.

The Directorate has mandate in terms of the National Water Act, Chapter 2, Section 23, Subsection 6 (1)(d)(e) and (f) on the Water Management Strategies, Chapter 10, Section 102 (a)(b)(c) and (d) on International Water Management and also in the National Water Resource Strategy 2, Chapter 4.

The Directorate comprises four sub-directorates, delineated on a catchment area basis. The purpose of each sub-directorate is the same as that of the D: NWRP. The four planning areas are as follows:

- North - Limpopo and Olifants River catchments (Limpopo and Olifants WMAs)
- Central - Vaal and Orange River catchments (Vaal and Orange WMAs)
- East - Sabie, Nkomati, Usuthu, Pongola and all the rivers draining to the KwaZulu-Natal coast (Nkomati and Pongola to Mtamvuna WMAs)
- South - All rivers draining to the coasts of Eastern and Western Cape (Mzimvubu to Tsitsikamma WMA, Gouritz-Breede WMA and Berg-Olifants WMA)

The activities undertaken by the DWS through the Directorate NWRP lead directly into the tasks envisaged under this proposed study for which this Terms of Reference (ToR) was developed. The scope of this ToR is focussed on the planning activities for D: NWRP's Planning Area East (i.e. mainly Usutu-Inkomati and the Pongola to Mtamvuna WMAs ;) and as further described elsewhere in this document.

The study is a continuation of a number of previous studies that have previously been undertaken in the area. It aims to systematically improve certain high priority strategies in the reconciliation of water requirements by reviewing source information like demographics, service levels, water requirements, water services infrastructure, water resource availability (from existing information), water quality and updating of the water balance. The relevant existing strategies can be accessed on the Departmental website: <http://www.dwa.gov.za/projects.aspx>.

The above mentioned strategies have as planning objectives, to (i) reconcile future water requirements with supply for at least a 25-year planning horizon, (ii) to provide a framework for decision-making in securing supply and managing demand, (iii) assuring as far as possible, availability of enough water to meet the needs of all the consumers within the respective catchments, (iv) at the same time making provision for ecological reserve and transfers between Water Management Areas (WMAs).

Water resource strategies must be updated on a regular basis to adapt to changing situations, to incorporate new information as this becomes available and by updating the hydrology and conducting yield analyses. This will ensure that intervention planning can be adjusted to account for any changes that may have an impact on the projected water balance.

## 2 OVERVIEW OF THE EAST PLANNING AREA WATER RESOURCES

East Planning Area is located on the east coast of South Africa (Mpumalanga and KwaZulu-Natal Provinces). It consist of two water management areas (WMA) namely WMA 3 Inkomati-Usuthu WMA and Pongola-Mtamvuna WMA. The characteristics of the river systems and drainage are shown in table 1.

TABLE 1: WMAs in East Planning Area

WMA	MAJOR RIVERS	BOUNDARY DESCRIPTION	MAIN DISTRICT MUNICIPALITIES	MAJOR WATER SUPPLY SYSTEMS
Inkomati-Usuthu	Nwanedzi, Sabie, Crocodile (east), Komati and Usuthu	Primary drainage regions is X; and the portions of tertiary drainage regions of W51 to W56 falling within the boundaries of South Africa	Ehlanzeni, Nkangala, Gert Sibande	Vaal River Eastern Sub System ( VRESAP pipeline)
Pongola-Mtamvuna	Pongola, Mhlathuze, Mfolozi, Mkhuze, Thukela, Mvoti, Umgeni, Umkomazi, Umzimkhulu and Mtamvuna	Primary drainage regions are U and V. Tertiary drainage regions are T40, T51, T52, W11, W13, W31, W32, W41, W45 and the portion of W42, W43, W44 and W57 falling within the boundary of South Africa	Amajuba, Ethekeini, Harry Gwala, Ilembe, King Cetshwayo, Ugu, Umgungundlovu, Umkhanyakude, Umzinyathi, Uthukela, Zululand,	Mhlathuze WSS, Mgeni WSS, Tugela WSS



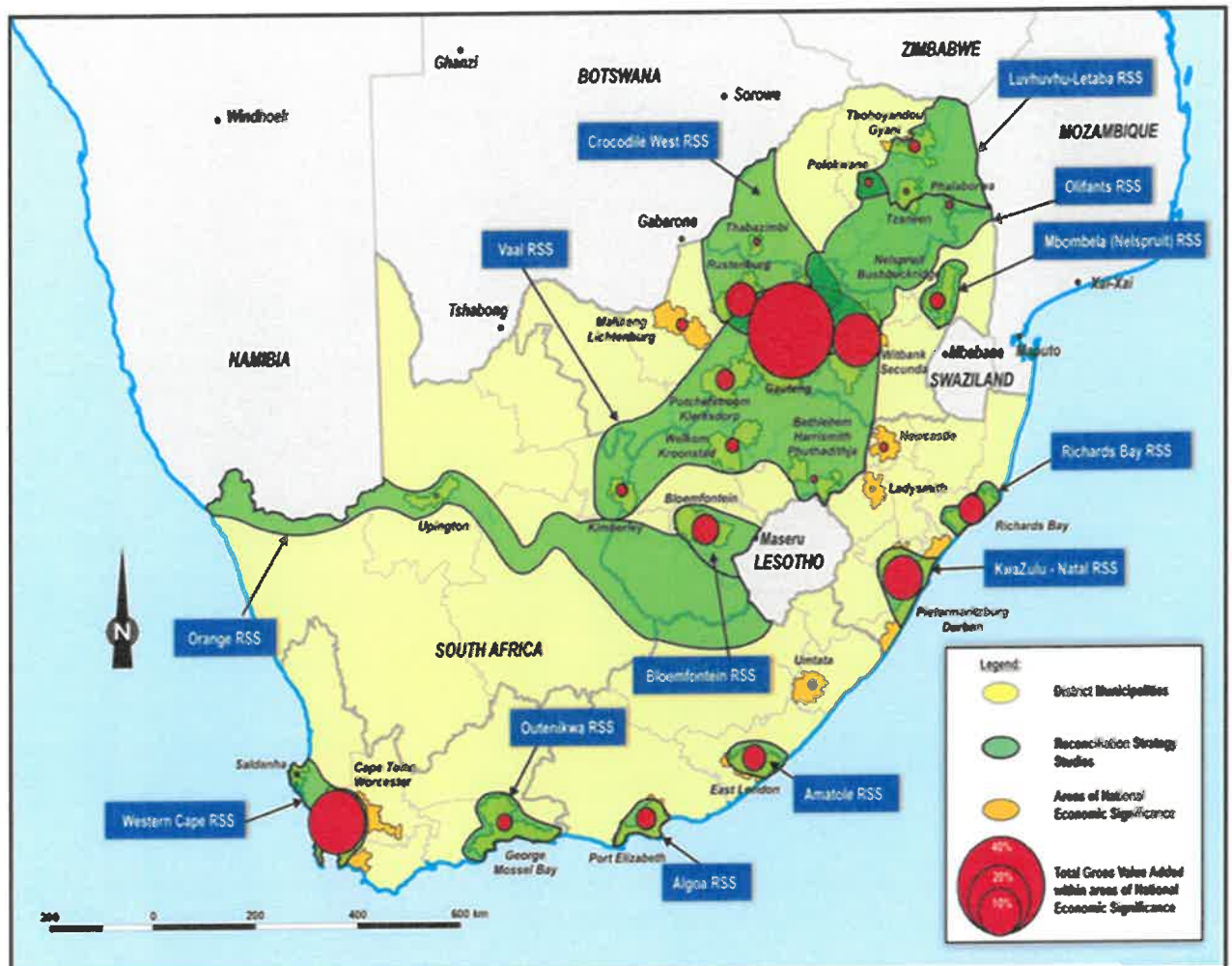


Figure 1: Location of East Planning Area in South Africa with major water supply systems

### 3 PURPOSE, OBJECTIVES AND EXPECTED RESULTS OF THE STUDY

The objective of this study is to undertake the development and continuation phases of the reconciliation strategies for the catchments in East Planning Area over at least a 25 year planning horizon from the date of inception of the study. The coverage specifically includes;

- Support on the updating and review of strategies to Reconcile Water Availability and Requirements for Integrated Mgeni River Water Supply System
- Support on the updating and review of strategies to Reconcile Water Availability and Requirements for Mhlathuze and Pongola River Water Supply Systems
- Support on the review of strategies to Reconcile Water Availability and Requirements for Usutu-Inkomati Water Supply System
- Undertake, on a prioritized basis as required, continuation phase 2 or development of the strategies for identified Towns and settlements in East Planning Area.

This proposed study is expected to systematically update and improve the water resource reconciliation strategies so that they remain relevant, technically sound, economically viable, socially acceptable, creating security for the future water resource and enabling implementation of relevant interventions by the relevant authorities. To achieve the objective, the following main aspects / technical tasks must be covered in the study:

- Assess water resources availability for the respective Water supply systems ;
- Collate, review and report on all available information on current demands, future demand and options for reconciliations for the study area;
- Determine current and future water demand requirements and return flows;
- Compile demand projection scenarios with interventions to address water deficits;
- Identify and assess the impact of environmental and water quality related issues;
- Configure the system models (WRSM2000, WRYM, WRPM) in the respective study area at a quaternary catchment scale, or finer where required, in a manner that is suitable to quantify allocable water. This includes updating the hydrological data and accounting for ground-surface water interaction;
- Address growing water requirements as well as water quality problems experienced in the catchment(s);
- Identify and assess appropriate water resource augmentation / development options and provide reconciliation interventions to ensure synergy within the DWS regarding water resources management, both structural and administrative / regulatory;
- Evaluate bulk infrastructure plans and identify proposed extensions;
- Address water balance across WMAs;
- Investigate possible wastewater re-use options;
- Identify potential for Water Conservation and Water Demand Management (WC/WDM);
- Consider and avert the input of invasive alien plants in the WMA;
- Review schemes and update of cost estimates;
- Assess social and environmental impacts; and
- Conduct stakeholder engagements and public participation
- Conduct training and capacity building for stakeholders as outline in these ToRs.

It is envisaged that the studies will cover a 36-months period. It is also envisaged that the Study Steering Committees (Study SC) will be transformed into a Strategy Steering Committees (StratSC) at the end of the first phase of the study where applicable. In the case of East Planning area, all the studies are at a continuation phase and therefore the role of the Strategy Steering Committee is applicable towards monitoring the implementation of the Reconciliation Strategy on a continuous basis. For more details please refer to the Study Governance in the document.

## **4 STUDY AREA LOCATION AND BACKGROUND**

The focus of the East Planning Area Comprising Water Supply Systems for Mbombela, Richards Bay, Mgeni and All Other Town and Clusters of Villages.

#### 4.1 Integrated Mgeni River Water Supply System

The area stretches from the Thukela River mouth on the North Coast to the Umtwalume River on the South Coast, and from Howick in the east to Durban in the west as shown in Figure 2.

The bulk of the area is supplied with water from the Mgeni System (Midmar, Nagel, Albert Falls and Inanda Dams), supplemented with water transferred from the upper Mooi River (Mooi-Mgeni Transfer Scheme). The North Coast is supplied from the Hazelmere Dam on the Mdloti River and from the undeveloped Mvoti River.

**For this assignment the PSP shall-**

- The study shall comprehensively update the reconciliation strategy of the KZN coastal metropolitan area (all area covered in the KZN Metro study) which will include towns and cities such as Durban, Pietermaritzburg, and Port Shepstone.
- All smaller towns within the integrated water supply system will be reconciled to first order, with separate reports as part of this study. Smaller towns in the water supply system shall include but not limited to: Korkstad, Richmond, Mzimkulu, Ixopo and Greytown. The complete list of small towns will be finalized at inception.
- Review and update the water resources and water requirements of the Tugela River catchment (Water Resources Assessment study);
- Identify, investigate and evaluate various options at reconnaissance/pre-feasibility level to meet the water requirements of the Tugela River catchment;

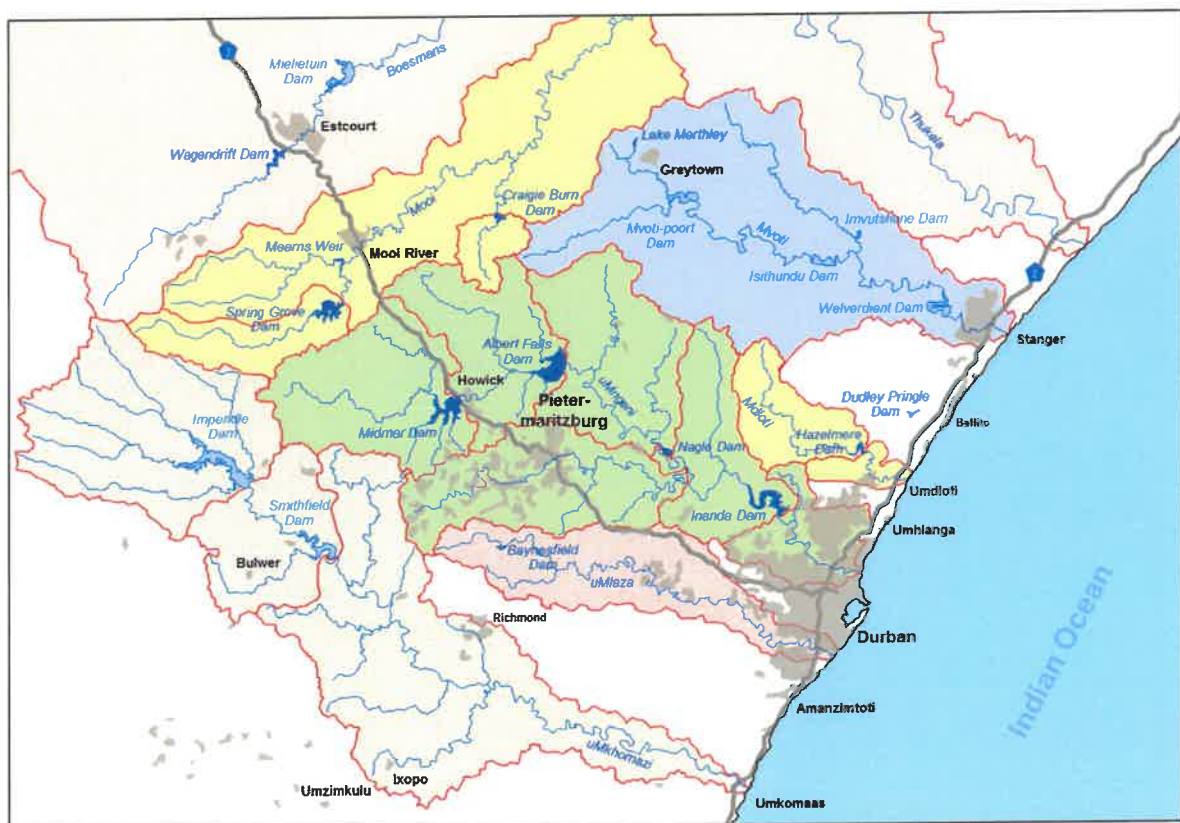


Figure 2: Extent of KwaZulu-Natal Water Supply System

TABLE 2: Previous and current DWS studies related to this Scope of Work

STUDIES	REPORTS	GAPS TO BE ADDRESSED
Continuation of the Reconciliation Strategy of the KwaZulu-Natal Coastal Metropolitan Area: Phase 2.(2017)	Reconciliation strategy	Systems monitoring and adaptive management of the strategy
Continuation of the Reconciliation Strategy of the KwaZulu-Natal Coastal Metropolitan Area: Phase 1.(2013)	Updated strategy	Systems monitoring and adaptive management of the strategy.
Water Reconciliation Strategy Study for the KwaZulu-Natal Coastal Metropolitan Area (DWA, 2009))	Updated strategy	Identify current and future interventions to address water deficits.
Internal strategic Perspective(2004)	Inventory of water resources information	To ensure synergy within the Department of Water and Sanitation regarding water resources management
Mvoti to Mzimukhulu WMA: Overview of Water Resources Availability and Utilisation (2003)	An overview of the 2003 and expected future water resources situation in the Usutu to Mhlathuze WMA	Need for broad strategies with regards to the management of water resources in the Mhlathuze

#### 4.2 Mhlathuze and Pongola River Water Supply Systems (WSS)

The Mhlathuze and Pongola catchment are situated in the northern KwaZulu-Natal province, but and also occupies the south-eastern corner of the Mpumalanga province, west of Swaziland (see Figure 3). This study area consists of a number of catchments which are mostly independent of each other. The main catchments are the Mhlathuze, Mfolozi, Mkhuzi, Pongola, and Lake Sibaya catchments, for reporting purposes. (DWS. 2004).

Currently a study “*The continuation of the Richards Bay and surrounding areas*” is in full swing. The area around the Pongola has not been investigated to detail. However it is an important system which is characterised by a lot of irrigation forestry and human settlements. The Richards Bay Reconciliation has made recommendations to have dam developments on the Mfolozi River. However, there is need to have a better understanding of the water resources.

Hencefor this assignment the PSP shall–

- Monitor the implementation of the strategy and produce an annual status report for the Richards Bay Strategy.
- Conduct a comprehensive water resources assessment of the Northern Catchments (Mfolozi to Pongola) River catchment;
- Identify, investigate and evaluate various options at reconnaissance/pre-feasibility level to meet the water requirements of the Mfolozi River catchment;



Figure 3: Pongolo-Mhlathuze Water Supply Systems

TABLE 3: Previous and current DWS studies related to this Scope of Work

STUDIES	REPORTS	GAPS TO BE ADDRESSED
DWS (2015). Reconciliation Strategy of the Richard Bay Town and Surrounding areas	Reconciliation strategy	Systems monitoring and adaptive management of the strategy
DWS (2018) Continuation. Reconciliation Strategy of the Richard Bay Town and Surrounding areas	Updated strategy	Systems monitoring and adaptive management of the strategy.
DWS; All Towns Reconciliation Strategy study, 2010	Strategies for all small towns in Mhlathuze to Pongola Water supply systems	Identify current and future interventions to address water deficits.
DWS(2008); Water Availability Assessment Study for the Mhlathuze Catchment	Suite of water availability analysis report	Quantification of allocable water.

### 4.3 Usutu-Inkomati Water Supply System

#### 4.3.1 Usutu

The focus area includes the upper portion of the Usuthu Catchment upstream of ESwatini border (Figure 4). The catchment forms part of the Vaal River Eastern Subsystem (VRESS), supplying water to Eskom power stations, Sasol petrochemical plants in Mpumalanga and several other towns through complex water supply schemes.

The Usutu Government Water Scheme (GWS), Usutu-Vaal Phase II GWS and other interlinking and related infrastructure form an integrated system. The Usutu GWS consists of



the Westoe Dam on the Usutu River, Jericho Dam on the Mpama Spruit, Morgenstond Dam on the Ngwempisi River and the Churchill diversion weir on the Bonnie Brook. Water is transferred under gravity from Westoe Dam and pumped from Morgenstond Dam into Jericho Dam. From Jericho Dam water is transferred the users in the Vaal River and Upper Olifants River catchment areas.

This area has the most recent hydrology a UWAAS was conducted by the IUCMA. The All Towns reconciliation strategy should prioritise the updating of strategies for the hot spot towns in this region.

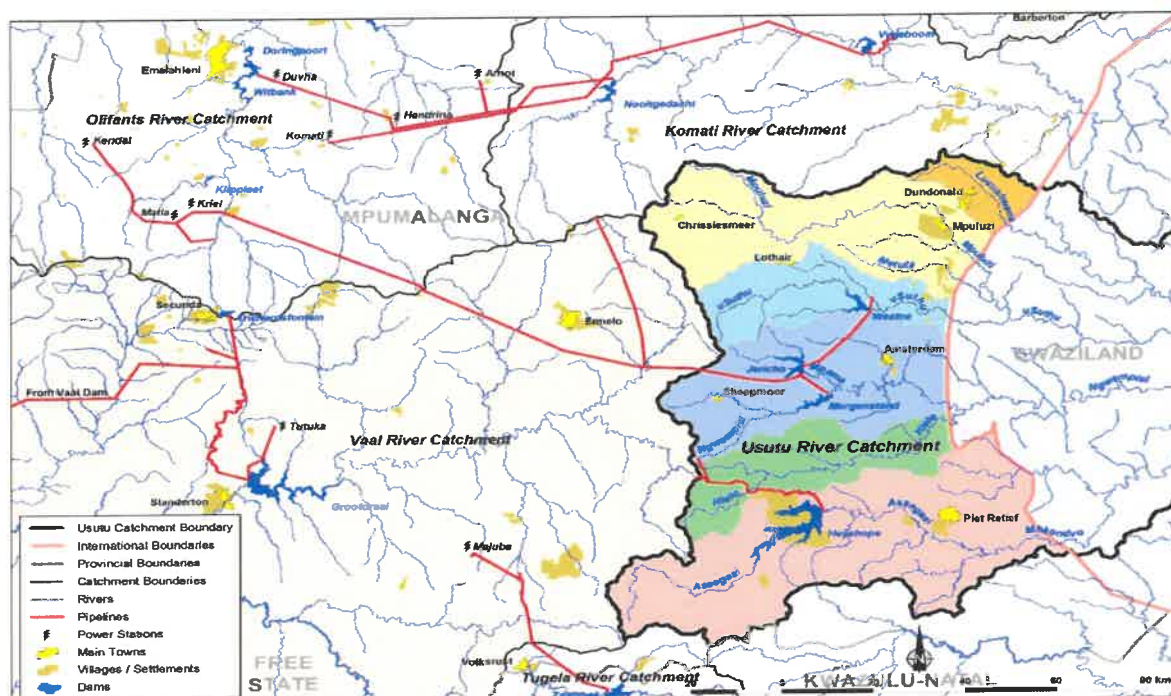


Figure 4: Usutu Water Supply System

TABLE 4: Previous and current DWS studies related to this Scope of Work

STUDIES	REPORTS	GAPS TO BE ADDRESSED
DWS; Internal strategic Perspective(2004)	Inventory of water resources information	To ensure synergy within the Department of Water and Sanitation regarding water resources management
DWS; All Towns Reconciliation Strategy study, 2010	Strategies for all small towns in upper Usutu	Identify current and future interventions to address water deficits.
IUCMA; Water Availability Assessment Study for the Usuthu Catchment	Suite of water availability analysis report	Quantification of allocable water.

#### 4.3.2 Inkomati River Water Supply System

The Inkomati Water Management Area (WMA) shown in Figure 5 is located in the north-eastern corner of South Africa and incorporates the catchments of the Komati, Crocodile and Sabie.

The Komati River rises in the south west corner of the WMA, flows through Swaziland then re-enters South Africa before flowing on into Mozambique.

The Crocodile River, located in the centre of the WMA, joins the Komati River just before flowing into Mozambique, while the Sabie River forms a separate catchment in the North of the WMA, also flowing into Mozambique after flowing through the Kruger National Park.

Once in Mozambique, the Sabie River joins the Komati River which at this point is referred to as the Inkomati River. The Inkomati River Basin is therefore an international river basin, shared by South Africa, Swaziland and Mozambique.

Currently a study “*Continuation of the Mbombela Reconciliation strategy*” is on-going. The whole of the Crocodile and Sabie catchments is being investigated. This leaves out the main stem of the Inkomati (upper middle and Lower). This area already has good hydrological data which is also being updated by the IUCMA. A system based strategy should be developed for the whole Inkomati main stem.

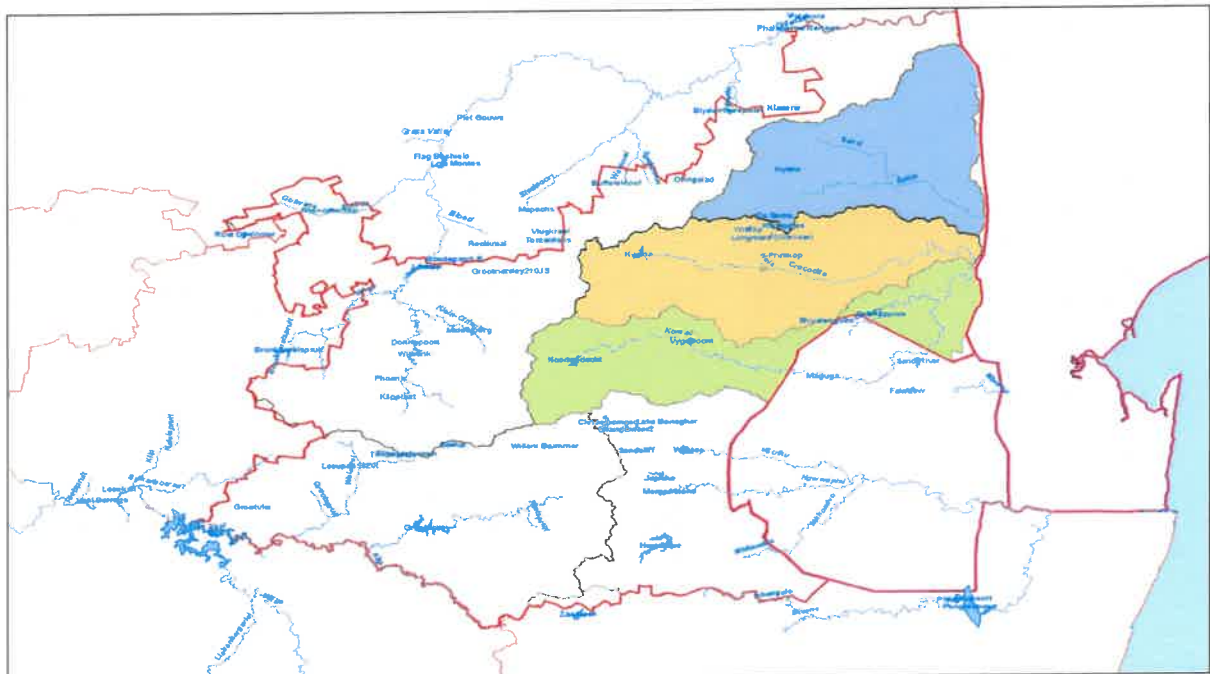


Figure 5: Inkomati Catchment Area

TABLE 5: Previous and current DWS studies related to this Scope of Work

STUDIES	REPORTS	GAPS TO BE ADDRESSED
DWS (2014), Reconciliation Strategy of the Mbombela Municipal Area	Reconciliation strategy	Systems monitoring and adaptive management of the strategy

STUDIES	REPORTS	GAPS TO BE ADDRESSED
DWS (2017), Continuation of the Reconciliation Strategy of the Mbombela Municipal Area	Reconciliation strategy	Systems monitoring and adaptive management of the strategy
DWS; Internal strategic Perspective(2004)	Inventory of water resources information	To ensure synergy within the Department of Water and Sanitation regarding water resources management
DWS (2010), All Towns Reconciliation Strategy study,	Strategies for all small towns in upper Usutu	Identify current and future interventions to address water deficits.
Internal strategic Perspective(2004)	Inventory of water resources information	To ensure synergy within the Department of Water and Sanitation regarding water resources management
DWS (2009), Inkomati Water Resources Assessment study	Suite of water availability analysis report	Quantification of allocable water.

#### **4.4 Development and/or Continuation Phase 2 for All Towns in the East Planning area (*viz* East of Mpumalanga and KwaZulu-Natal)**

The study covers towns, villages and village clusters in East Planning Area. The task will be undertaken on the basis of Project Execution Plans on a priority basis for the settlements assessed to be water deficit. As such the broad key activities for the All Towns studies will be;

- i. Comprehensive review of existing strategies
- ii. High level assessment of the water situation for the settlements in the study area;
- iii. Prioritization for the development or update of the reconciliation strategies for the localized areas, and reporting;
- iv. Identify current and future interventions to address water deficits within the designated supply areas, including sub-catchment balances;
- v. Identification, engagement and support to stakeholders for the settlements, including assisting the Steering Committee in the execution of the responsibilities;
- vi. Monitoring the implementation of the developed strategies;
- vii. Review applicable legislation, policies and guidelines governing water reconciliations for the settlements;
- viii. Analyse policy impacts,
- ix. Assess options for groundwater use, including groundwater availability, or potential, assessment of private ground water use in the settlements, cost estimates for well field developments, operating rules for ground and surface water use
- x. Support and report on the activities.

The studies for the All Towns would be detailed further after the high level assessment and prioritization.



## 5 OBJECTIVES, PURPOSE AND EXPECTED RESULTS OF THE STUDY

The overall objective of this project is to systematically update and improve the water resource reconciliation strategy so that it remains relevant, technically sound, economically viable, socially acceptable and sustainable thus enabling implementation by relevant authorities.

A comprehensive literature survey will be required to get the most up to date information available.

## 6 STUDY GOVERNANCE

The governance structure of the study will mainly consist of the committees discussed in the following sub items in *TABLE 6*:

**TABLE 6:** Status of governance structures for the study

No	Water supply system	Status of the Reconciliation Strategy	Governance Requirements			
			Study administration (SAM)	Study Steering Committee (Study SC)	Technical Support Group (TSG)	Strategy Steering Committee (Strat SC)
1.	Updating of the reconciliation Strategy of the Mgeni Water Supply System i	Comprehensive review	Yes, once a year	none	Yes, once every 3 months	Yes, once every 6 months (Mgeni)
2.	Water resources assessment and development of a water reconciliation strategy of the Tugela catchment(including Buffalo and Slaang tributaries)	Development	Yes, once a year	Yes, twice a year	Yes, once every 3 months	none
3.	Water Resources assessment for the Nothern catchments	Development	Yes, once a year	Yes, twice a year	Yes, once every 3 months	none
4.	All Towns reconciliation investigations	Continuation phase 3	Yes, once a year	none	Yes, once every 3 months	Yes, once every 6 months(RBa y)
5.	Update and monitoring of the Reconciliation Strategy of the Mhlathuse Water Supply System	Continuation phase 3	Yes, once a year	none	Yes, once every 3 months	Yes, once every 6 months(RBa y)
6.	Update and monitoring of the Reconciliation Strategy of the Crocodile East Water Supply System	Continuation phase 3	Yes, once a year	none	Yes, once every 3 months	Yes, once every 6 months(RBa y)
<b>Total number of meetings per year</b>			<b>6</b>	<b>4</b>	<b>18</b>	<b>8</b>

### 6.1 Study administration committee (SAM)

The SAM comprise of the DWS Study Manager and the PSP Study leader team. The committee is responsible for the day to day administration and management of the study. The SAM meetings are to be as detailed in Table 6, commencing with a Mobilisation Meeting and a

meeting at the end of the Inception Phase. SAMs will normally be scheduled to coincide with Technical Support Group Meetings described in the following item.

## **6.2 Technical Support Group (TSG)**

The TSG comprise of the DWS Study Manager team, the PSP Team, DWS Technical Teams and other external technical teams that provide input into the first order detailed assessments and analysis of the strategy. As already mentioned in the item above, the TSG will hold meetings as detailed in Table 6, commencing with a Mobilization Meeting and a meeting at the end of the Inception Phase. A meeting of this committee will be held just before the Strategy Steering Committee (SSC) meeting in a form of a Dry Run to that specific SSC meeting. All meetings will be held within the study area.

## **6.3 Strategy Steering Committee (SSC)**

The SSC is currently fully functional. It is a forum for stakeholder consultation and public participation. The SSC, comprising of representatives of relevant DWS Directorates, other relevant National and Provincial Government Departments, municipalities, CMAs, Water Boards and other interested parties identified during the course of the study, will provide high-level direction and guidance with support of the SAM and TSG. It monitors the implementation of the Strategy, recommend adjustments to the Strategy when required and communicate to all stakeholders and the public about the progress with the implementation of the Strategy recommendations. It shall convene after every six months and all meetings will be held in the study area.

# **7 GENERAL TASK DESCRIPTION**

It should be noted that this assignment is comprised of 6 major sub assignments , as follows:

1. Each milestone(e.g water requirements report) shall have a site visit, training and technical support group meeting.
2. Updating of the reconciliation Strategy of the Mgeni Water Supply System (A full set of updated reports together with annual status reports will be expected)
3. Water resources assessment and development of a water reconciliation strategy of the Tugela catchment(including Buffalo and Slaang tributaries) and, prefeasibility investigation of water resources development options.
4. Water Resources assessment for the Northern catchments development of a water reconciliation strategy (Mfolozi, Mkuze and Pongola) and prefeasibility investigation of water resources development options
5. All towns reconciliation investigations as highlighted in section 7.2.2.1 (Concise individual reports complimented by district summary reports will be expected)
6. Update and monitoring of the Reconciliation Strategy of the Mhlathuze Water Supply System, any identified activities from phase 2 study would be addressed in this phase ( Promotional material, status reports, presentations and newsletters will be expected)
7. Update and monitoring of the Reconciliation Strategy of the Crocodile East Water Supply System any identified activities from phase 2 study would be addressed in this

phase ( Promotional material, status reports, presentations and newsletters will be expected)

## **7.1 Task Background**

As stated in 6.3, a high-level SSC will be established to ensure that the Strategy is implemented and regularly updated, and to make recommendations on longer-term planning activities required to ensure the ongoing adequacy of water available in the supply area. The SSC will be established with representatives nominated by the major stakeholders and role players in the Integrated Mgeni River Water Supply area, including representatives from *inter alia* Provincial Departments of Agriculture and Environmental Affairs and Development Planning, irrigation farmers, the Water Boards, the CMAs and civil society.

For the SSC to achieve its mandate, technical, scientific and administrative support will be provided by a Technical Support Group as described in 6.2. This support will be facilitated through DWS's Directorate National Water Resource Planning. The Support Group will also include officials from relevant DWS Directorates, the KZN Provincial Office, Relevant municipality representatives, Proto CMA representatives, and representatives of irrigators

## **7.2 Functions of the PSP**

The functions of the PSP are to conduct the studies as detailed in East Planning Area and in addition, where necessary and requested to do so, similar to the Technical Support Group activities listed above. The PSP will also be required to provide technical support related to the Strategy maintenance, review of study reports, high-level technical evaluations, preparing proposals and presentations and general tasks as requested by the Support Group as well as support with arranging meetings, preparing agendas, compiling minutes, status reports, newsletters and media releases. The PSP will also be required to give technical, scientific and management support to the Chief Engineer/ Project manager: NWRP as and when required.

***The PSP will reconcile all activities listed in section 4 with the deliverables listed in Table 7***

The functions of the PSP, where necessary and requested to do so, will *inter alia* include the following tasks:

### **7.2.1 Activities**

- Water Resources Planning Model(\*scenario analysis)
- Water resources yield model ( yield analysis)
- Developing long term operating rules for the system
- Update Water requirements
- Update Water availability
- Update the Reconciliation Strategy Report
- Support to the Support Group
- Stakeholder engagement and administrative support
- Project management and administration

- Facilitate site visits to confirm water use, resources and water infrastructure (Dams, WWTW...)

**7.2.2 Specific work required from the PSP shall also include the following:**

- Updating of the hydrology and setting up water resources models for the entire Tugela subcatchment
- Review and update the existing KZN water resources reconciliation strategy
- Improve on cost estimates for desalination for both sea and wastewater
- Review and update any WC/WDM plan currently in place, going on or contemplated.
- Investigate opportunities for dualisation of urban water supply and costs thereof.
- Assess and update potential benefits to the KZN area of the Tugela phase 2 water resource project; water resources and economic (Separate sub report to the recon)
- Consider undertaking an improved climate change, vulnerability and risk assessment for the strategy area .
- Social economic evaluation, role of water in the economy, quantification of the economic risk of not implementing strategies or reduced assurance of supply to the various sectors, i.e. impacts on jobs and the GDP.(This should be a standalone deliverable)
- Conduct a stakeholder analyses, needs assessment, and compile a data base( sub report)
- Distribute at least 2 newsletters or news release per year to stakeholders.
- Compiling reports on major tasks performed;
- Updating the Reconciliation Strategy report;
- To respond to ad hoc needs due to natural disasters and municipal needs
- Facilitate at least 3 site visits
- Continuous updating of DWS KZN Coastal Metropolitan study internet page content
- Training of staff as required
- Provide quarterly media release on KZN Coastal Metropolitan water Availability status
- Provide ad hoc support to DWS Project Manager.
- Investigate the expansion of the municipal and water resource monitoring network.
- Investigate further strategies for augmenting rural water supply for surrounding areas/towns
- Keep track of and incorporate the extent of unlawful irrigation (in progress)
- Investigate the expansion of the municipal and water resource monitoring network.
- Consider the impacts on water availability due to classification( study just completed 2016)
- Identify and provide low resolution assessment of any futuristic water sources.

**7.2.2.1 Other Activities within the East Foot print Provisional budget R3.000.000.00**

- Review and update reconciliation strategies for All Towns in UMkhanyakude DM
- Review and update reconciliation strategies for All Towns in Zululand DM
- Review and update reconciliation strategies for All Towns in Ugu DM
- Review and update reconciliation strategies for All Towns in Buffalo River Water Supply System.
- Review and update reconciliation strategies for All Towns in Ehlanzeni DM( Nkomazi, Umjindi and Albert Luthuli LM)

- Review and update reconciliation strategies for All Towns in Mkhondo LM
- Continuous assessment and status reporting of the Richards Bay Water Resources Reconciliation Strategy
- Continuous assessment and status reporting of the Crocodile East/ Mbombela Water Reconciliation Resources Strategy

### **7.3 Capacity building and training**

The purpose of this task will be to provide training and technology transfer to DWS and Water sector partner 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.

The PSP will be expected to propose a training frame work during inception and through consultation with the DWS and other interested organization. The framework shall clearly highlight:

- Training objectivities
- Identify training needs/purpose and what's to be achieved
- Training methodologies to be used
- Identification of potential trainees
- Establish a training plan with clear time lines, deliverables, training conveners and trainees, cost and venues.
- Each training module will have training report (training module(manual), training assessment and recommendations)

Capacity building shall take the form of formal training which may include attending courses at approved institutes, formal training by experts from PSP, One on One sittings as well as secondment. All these training options shall be accessed and be included in the frame work report.

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.

Formal training is expected to be conducted before or during each task of the study (Water resources, demographic, WCWDM, Scenario and options analysis). Training shall be accompanied by a training module/manual and a training report.

## **8 METHODOLOGY**

The PSP must provide a concise methodology of how they intended to conduct the study.

## **9 EXPERTISE OR SKILLS REQUIRED**

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

- Experience in developing water requirement scenarios for municipalities, industries and irrigators.
- Experience of water resources planning including hydrology, the determination of system yields and water savings, the conceptualization and costing of infrastructure and other proposed or potential interventions and the determination of URVs, the unit cost of water and the effect on tariffs of incorporating such new infrastructure into the System.
- Good understanding of how to undertake desktop assessments of the Reserve and to assess its effect on system yields.
- Experience in setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM).
- Good knowledge and understanding of the processes that must usually be followed and time lines required in order to implement an intervention to augment the water availability in the System.
- Good understating of the implications and effectiveness of implementing WC/WDM measures.
- Experience in the determination of the environmental and social impacts of interventions, in formulating mitigation measures and in obtaining approvals by the environmental authorities.
- Ability to utilize selection processes to identify the most appropriate series of augmentation options to meet various water requirement scenarios.
- Experience with setting up the Decision Support Tool with which to illustrate the phasing in of required augmentation interventions.
- Ability to synthesize recommendations in a complex environment.
- Ability to interact with and successfully manage multidisciplinary teams.
- Ability to communicate and interact with senior government officials, decision makers and the public.
- Ability to manage public participation processes.

## **10 REPORTING REQUIREMENTS**

Annual Status reports must be drafted, supported by the documentation as set out in Table 3, as guideline.

## **11 WORK PLAN AND TIME SCHEDULE**

### **11.1 Programme**

The contract period for the assignment is estimated to be 36 months. The PSP must submit a detailed work program indicating timing of key deliverables and associated costs.

### **11.2 Study Management**

Management of PSP activities will be performed by the DWS's Directorate: National Water Resource Planning (East). Management meetings will take place at appropriate intervals as detailed in Section 6. It is envisaged that these would coincide or be integrated with the Technical Support Group meetings, which in turn will be determined by the programme of SSC meetings. The extent of technical work stemming from SSC requests for support and other instructions issued by the SSC, will also influence the need for Support Group and PSP management meetings.

It is envisaged that SSC meetings will take place twice a year, with Support Group/study management meetings at the same time as well as at least twice in between or more often as required. Initial provision must be made for six-weekly meetings.

## **12 INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP**

### **12.1 Extent of the Proposals**

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

The Technical Proposal must give a detailed human resource (personnel) application breakdown specified in rates for each study Task. The Financial Proposal must give the same human resource application breakdown specified in rates for each study Task, which would be part of the Study Cost Schedule.

A table listing all the deliverables with the cost of each deliverable and the due date of the deliverable must be supplied, in order for this to be included in the contract between the DWS and the PSP. The PSP will be paid on receipt of each completed deliverable. It is recommended that provision be made for at least 25 deliverables. By nature the execution of planning studies is guided by information gathered as the study progresses. Table 7 provides a guideline of possible deliverables for this Study. It is the PSP's responsibility to ensure all activities listed in section 4 are reflected in Table 7 .

TABLE 7: Generic guideline of deliverables for water resources assessment and reconciliation studies

ITEM	DESCRIPTION
0	Literature review
1	Inception Report
2	Hydrology report
2.1	Systems analysis report –Water Resource Yield Model and Water Resources Planning Model
3	Updated water requirements
4	Water quality assessment report
4.1	Groundwater use assessment report
5	Water Balance and potential augmentation interventions report
5.1	Water conservation and water demand management assessment report
5.2	Summary report on current and future Integrated Mgeni River System Water Supply
6	Scenario analysis and intervention report
6.1	Socio-economic assessment and impact report
7	<ul style="list-style-type: none"> <li>a. Final updated reconciliation strategy report</li> <li>b. Sub strategies for surrounding towns as suggested in the study area, shall be reported in the format of the either the Western or Easter Cape All Towns Reconciliation strategy.</li> </ul>
7.1	Preliminary Strategy report
8	Executive Summary: Reconciliation Strategy report
9	News Letter(s)
10	Support to NWRP provisional budget of R500 000
11	Training Framework Report (guideline) <ul style="list-style-type: none"> <li>1. <i>Hydrology updating</i></li> <li>2. <i>Setting up water resources yield and planning models (WRYM and WRPM)</i></li> <li>3. <i>Determining irrigation and domestic water requirements</i></li> <li>4. <i>Water balance, water availability and use reconciliation model (using the Decision Support Tool???)</i></li> <li>5. <i>Assessment of water losses</i></li> </ul>
11.1	Report on site visits
12	Study Management Meetings – reports and minutes
13	Study Technical Support Group meetings – reports and minutes
14	Study Steering Committee meetings – reports and minutes
15	Stakeholder Workshops
16	Quarterly progress reports and Annual Status Reports



ITEM	DESCRIPTION
17	Tugela catchment Water Resource Assessment and Reconciliation suite of Reports
17b	Mfolozi catchment Water Resource Assessment and Reconciliation suite of Reports
18	External study review reports for each Task.
19	Reports on All Towns
20	Richards Bay reconciliation status quarterly report
21	Crocodile East reconciliation status quarterly report

Provision must be made to have one senior technical person available one full day per week to give technical, and management support to Planning Area East as and when required, related to matters in support of the Eastern Cluster suite of studies.

All data developed or used in the study remains DWS intellectual property.

## **12.2 Summary of PSP Capacity and Capability**

The Proposal must contain information about the capacity and capability of the study leader and other key personnel in the water resources planning domain. This information should include details of appropriate educational qualifications and previous involvement in water resources planning and similar studies. PSPs that do not have all the required in-house capacity, capability or specific technical or scientific expertise in any particular aspect of the assignment are free to form associations or joint ventures with other PSPs that would provide the necessary expertise. Associations with upcoming smaller companies are recommended in order to build capacity in the industry.

The Proposal documentation must provide details about the nature of such collaborations. The Study Leader must be specifically identified and the main responsibility structure to support him must be briefly presented. The capability and experience of the study leader in developing water requirement and availability reconciliation strategies will be especially important.

## **12.3 Summary of Relevant Experience**

The Proposal must contain brief summaries of:

- Experience in planning, implementation and management of water resource development projects in Southern Africa;
- Experience in costing of water resources related developments and water conservation and water demand management measures;
- Experience of working in multi-disciplinary teams in the water resources domain;
- Experience of water resource-related work in typical catchments and river systems that represent the range of catchment conditions and complexities in South Africa;
- Experience in determining surface and groundwater Reserve determinations;

- Experience in using the WRYM and WRPM;
- Experience in water quality monitoring;
- Experience with incorporating potential climate change impacts in models;
- Understanding of the complexities of implementing desalination of seawater and re-use of water projects;
- Experience in groundwater well-field exploration, planning, development and setting up the required models for well-field management;
- Experience in administrative inputs to technical and strategic meetings and related water resource study management aspects;
- Ability to facilitate stakeholder meetings;
- Ability to prepare informative newsletters, media releases, presentations and other required information material.

#### **12.4 Capacity-Building and Participation of HDIs and HDEs**

### **13 General**

The PSP being integrated into the Support Group will provide capacity building and training as stipulated in item 7.3.

PSPs are encouraged to subcontract a minimum of 30% of the work to at least one of the ENEs or QSEs which fall under regulation 4 (1c) of Gazette 10684, Preferential Procurement Regulation 2017.

Furthermore, PSPs are encouraged to utilize Graduate Trainees in the Department of Water and Sanitation for actual billable tasks in the study as part of skills transfer and capacity building. The proposal documentation must provide clear details about the nature of such initiatives.

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

#### **13.1 Intellectual Property**

All deliverables and products produced for this assignment will be the sole property of the Department of Water and Sanitation. If anyone or the PSPs wishes to use them or apply them elsewhere they should do so only after receiving approval by the Department in writing.

### **14 EVALUATION SYSTEM**

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A five phase evaluation criteria will be considered in evaluating the

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

**Phase 1: Pre-Qualification Criteria**

**Phase 2: Administrative Compliance**

**Phase 3: Mandatory Compliance** (if not complied with bid will be disqualified)

**Phase 4: Functional / Technical Evaluation**

**Phase 5: Points awarded for Price and B-BBEE Status Level of Contribution**  
(80/20 Preferential System)

#### **14.1 PHASE 1: PREQUALIFICATION CRITERIA**

The following prequalification criteria will be applied:

- Bidders will be prequalified on the basis of attaining B-BBEE Status Level 1 to be eligible for further evaluation. Bidders with B-BBEE Status Level other than 1 will not be eligible for further evaluation.

#### **14.2 PHASE 2: ADMINISTRATIVE COMPLIANCE**

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.3, SBD 4, SBD 6.1, SBD 8, SBD 9		

#### **14.3 PHASE 3: MANDATORY COMPLIANCE:**

Please note that all bidders must comply with the following mandatory requirements- Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

**Yes - list the relevant documents required on the table below**

No	Criteria	Yes	No
1	Attach certificate for compulsory briefing session attendance		

#### **14.4 PHASE 4: 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.

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

TABLE 8: Functionality Evaluation

Criteria		Points value	Weighting Points Awarded
Functionality	<ul style="list-style-type: none"> <li>• Past Experience of the company should be demonstrated in the area specified below.</li> <li>• Water Resource Planning and management projects and</li> <li>• Familiarity with the relevant study area</li> </ul>		25
	≥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: <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 in response to the ToR.</li> </ul>		35
	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	

Criteria		Points value	Weighting Points Awarded
	<p>Team Capability</p> <ul style="list-style-type: none"> <li>• .</li> <li>• The study leader should have relevant experience in similar projects</li> <li>• The Study leader should be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNAPS) ideally with specialisation in the water resource planning/management field (the proof, as provided in abridged cv documents attached as part of the proposal).</li> <li>• The criteria for scoring is outlined as per the value system of 1 to 5 below: 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	

Criteria		Points value	Weighting Points Awarded
	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	
	Capacity building and training: <ul style="list-style-type: none"> <li>• Provide clear proposals on Capacity building and training of 10 DWS officials in 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

This study is highly technical, and will also include application of sophisticated models such as the Water Resources Yield Model and the Water Resources Planning Model. To demonstrate its ability to undertake this study successfully a bidder is required to offer a high degree of technical expertise and capability and present technically excellent study methodology.

**14.5 For the above reason a bidder is expected to achieve a minimum threshold/required score for Functionality (Past Experience, Methodology, Team capability and Capacity Building and Training) of 65 (%) points. Only bidders who obtained at least 65% under the Functionality (Technical) Evaluation will be considered for further evaluation.**

#### **14.6 PHASE 5: PRICE AND PREFERENCE (B-BBEE STATUS LEVEL OF CONTRIBUTION)**

##### **14.6.1 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

##### **14.6.2 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:

TABLE 9: Preference (B-BBEE Status Level of Contribution)

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

8	2
Non-compliant contributor	0

## SPECIAL CONDITIONS

- 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.
- Pricing must include Disbursement and Travelling Costs.
- It is advisable that the team be firm and consistent for the duration of the contract, any personnel replacement for senior officials within the company, should be communicated and new officials to hold the same qualifications and experience as per the replaced officials.
- Bidders will be expected to submit a valid certified copy of UIF certificate or letter of good standing and a valid Letter of good standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 within 21 days of receiving an award letter.

## 15 ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

### 15.1 Format of Proposal Documentation and Contact Persons

Separate Technical and Financial proposals are to be submitted in two (2) hard copies (Original and Copy). The Financial Proposal must be in a sealed envelope. Receipt of each submission will be acknowledged. Enquiries about any aspect of this Proposal invitation can be obtained from the following persons:

- 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.

TABLE 10: Contact Persons

For Technical matters	For bid administrative matters	For procurement matters
Mr. K Mandaza Tel: 012 336 7670 Cell: 082 6005964 Fax: 012 336 8295 E-mail: <a href="mailto:mandazak@dws.gov.za">mandazak@dws.gov.za</a> Address: Private Bag X 313 PRETORIA 0001	Mr Siya Mbanjwa Tel: 012 336 8398  E-mail: <a href="mailto:Mbanjwas@dws.gov.za">Mbanjwas@dws.gov.za</a> Address: Private Bag X 313 PRETORIA 0001	Mr. Patrick Mabasa: Telephone: 012-336-7518 Cel: 063 251 9486 E-Mail: <a href="mailto:MabasaP@dws.gov.za">MabasaP@dws.gov.za</a> Address: Private Bag X313 PRETORIA 0001