



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

WP11335

REQUEST FOR BID

BID NUMBER WP11335

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE THE STUDY FOR THE NATIONAL WATER RESOURCE BALANCES PERSPECTIVES FOR SOUTH AFRICA

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:	WP11335	CLOSING DATE:	13 OCTOBER 2020	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO UNDERTAKE THE STUDY FOR THE NATIONAL WATER RESOURCE BALANCES PERSPECTIVES FOR SOUTH AFRICA				
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			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Mr Patrick Mlilo	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 8199	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		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 UNDERTAKE THE STUDY FOR THE NATIONAL WATER RESOURCE BALANCES PERSPECTIVES FOR SOUTH AFRICA**NAME OF BIDDER:PROJECT NO: **WP11335**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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Patrick Mlilo

Tel: 012 336 8199

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

DECLARATION OF INTEREST

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

the legal person on whose behalf

the bidding document is signed, has a relationship with persons/a

person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

.....

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

.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

Connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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:

80/20	or	90/10
--------------	----	--------------

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

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: 2011

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

Js GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.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 UNDERTAKE THE STUDY FOR THE NATIONAL WATER RESOURCE BALANCES PERSPECTIVES FOR SOUTH AFRICA

WP11335

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____

This template must be completed by the bidder

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

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

Name:.....

Position:.....

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA



ENTITY MAINTENANCE

ENTITY MAINTENANCE

HEAD OFFICE USE ONLY	Reference no.	<input type="text"/>	Registered
	Entity name	<input type="text"/>	Date registered: <input type="text"/>
		<input type="text"/>	Verified on SafetyWeb
		<input type="text"/>	Date verified: <input type="text"/>
	Entity number	<input type="text"/>	Captured
	Remarks	<input type="text"/>	Date captured: <input type="text"/>
		<input type="text"/>	Authorised
		<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 3RD PARTY PAYMENTS WILL BE ALLOWED

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

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

Section B: Company/Personal Details

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

Section C: Address Detail

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

**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
****Please include CC/CK where applicable		
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

Signature of Bank Official

Print Name

Date (dd/mm/yyyy)

Section E: Contract Details of Supplier

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

Signature of Supplier

Print Name

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

Date (dd/mm/yyyy)



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

CHIEF DIRECTORATE: INTEGRATED WATER RESOURCE PLANNING

DIRECTORATE: NATIONAL WATER RESOURCE PLANNING

Terms of Reference

National Water Resource Balances Perspectives

Version 4

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1 INTRODUCTION AND BACKGROUND

1.1 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 the Directorate National Water Resource Planning, 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 Climate Change analyses is overseen by Directorate Climate Change.

The Directorates have 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 activities undertaken by the DWS through the Directorates NWRP and Climate Change lead directly into the tasks envisaged under this proposed study for which these ToRs were developed.

1.2 Introduction

The DWS has in the past conducted several studies at systems and catchment levels that generated information for planning and managing water resources at that local level. Although available, this information has not been collated into a national perspective at regular intervals. In pursuit of this broad objective, the DWS is launching a call for proposals for PSPs to assist in collating, developing, and updating water balances information for the country.

A number of technical, legal, economic, and political aspects prompt the need for information on the national water balances for catchments in South Africa. One such aspect is the need for an expansive view of the country's water situation which will inform the strategic choices for water resources development and management. The information on the water balances will inform updates of national plans like the National Development Plan (NDP), and sector plans in energy, industry, and agriculture and water services sphere. Further, water management at international level benefits from the national overview of the water information.

Elsewhere, the DWS is mandated by the National Water Act (NWA) to develop and update National Water Resource Strategy every 5 years. This legal mandate is informed by data and information from the country's balances of water availability and water demands, and this information is availed through the continuous collation, derivation and update of national water balances information.

The first attempt at providing national water balances information was the input for the National Water Resource Strategy first edition (NWRs1). This information was based on

1995 primary data which was adjusted to the year 2000. The water resource balance data given in NWRS1 and the subsequent Internal Strategic Perspectives (ISPs) were at a secondary catchment scale (including catchments within Lesotho and Swaziland). This led to some challenges on the interpretation of the information. As an illustration, a 'total' national balance which is positive could be interpreted as meaning the 'additional' water could be allocated or moved crudely to other parts of the country effortlessly without taking into consideration significant factors such as catchment boundaries, geographical (implication of energy requirements in terms of pumping e.t.c.) and other spatial considerations. This tasks under this ToR seek to address such challenges, as well as closing the gaps on information due to the dynamic nature of the sector.

It is almost 25 years since a systematic update of the national perspective was provided. This in the light that water resources management is dynamic and requires continuous updates as circumstances change on both water availability and demand. As outlined below, DWS is now calling for proposals to develop, update and report on national water balances for South Africa.

2 OBJECTIVES AND EXPECTED RESULTS OF THE STUDY

Overall objective: To develop overarching water balance information for the water resources in the country, disaggregated at water management level, which is aligned to the various water supply reconciliation strategies of the large and small systems. Specifically, the study seeks to address the following objectives;

Specific objective (SO) – Collate, develop and update information on alternative sources of water including and not limited to desalination, re-use, virtual water at national level.

2.1 Functions of the PSP

The PSP will conduct:

2.1.1 Water resources study

- i. Undertake a literature review, collate, assess and report on the various studies on water resources that have previously been undertaken in the country over the past 50 years;
- ii. Determine, develop and where appropriate, update the water availability assessments for the country, to determine the available water resources for the country, including groundwater;
- iii. Identify, analyse and determine, the drivers of water demand at a national level;
- iv. Incorporate the implication of streamflow reduction activities;
- v. Devise a standard method of how the information from each reconciliation strategy is brought into the overarching balance for the NWRS;
- vi. Produce promotional materials at all levels, WWF, WRC etc., product linkages, and position papers on water availability in RSA;
- vii. Explanations of concepts and terminologies i.e. yield, assurance, reconciliation strategies, (building blocks of Reconciliation), reconnaissance, feasibility e.t.c;

- viii. Develop concepts and write and document on unconventional water resources;
- ix. Determine Further potential in RSA- Dams, reuse, desalination, water harvesting, public perceptions
- x. Determine, and update the water balances for the country at water supply system level, designated water management level, at sub-catchment level, political provincial boundaries and at District Municipality level and report on the outputs;
- xi. Identify and report on the possible options for meeting South Africa's water requirements over the next 50 years by providing an overview of the water resources of all the various systems of the country, the yields of the various systems under current development, and potential yields incorporating potential future developments under various scenarios, with water mix options including desalination, virtual water, water re-use, imports of water from other countries, surface water and groundwater among others; and align with the chapter on non-conventional water use.
- xii. Undertake sensitivity analyses with respect to climate change and water resource system yield, by determining the impact of climate change on the system yield taking non-climatic factors into account.
- xiii. Assess the hydrological responses (e.g. resultant changes in runoff, streamflow, water levels and recharge) to those climate impacts;
- xiv. Recommend appropriate short, medium and long term adaptation strategies to address projected climate change impacts on the yield;
- xv. Determine the volumes of water that could be availed from alternative sources that include desalination, virtual water, water re-use, imports of water from other countries, surface water and groundwater among others;
- xvi. Analyse and update the water usage in different water use sectors, and project how this pattern may change in future;
- xvii. Identify and highlight the areas that are water stressed in the country, and provide possible interventions from a national perspective on strategies to address these deficits;

2.1.2 Water Infrastructure

The study shall:

- i. Identify and compile into a compendium the planned water resource infrastructure projects in the country, including but not limited to list of possible dam sites and the potential yields from the dams; aquifers and potential yields;
- ii. Identify the other and/or additional uses to which the existing water resource infrastructure could be utilised;

2.1.3 Social dimensions of water resources

The study shall:

- i. Provide a training plan in line with the draft attached and undertake a capacity building exercise in water resources management for identified partners.
- ii. Conduct a socio-economic assessment to map trends of development in the country and how these affect water use at national level;

2.1.4 Economic and Financial Analysis Cost recovery and water pricing

- i. The study will examine the scope for cost recovery through water charges for both the capital and recurrent costs;
- ii. Develop high level financing plan for water resources management.
- iii. A computable general equilibrium (CGE) model and Social Accounting Matrix (SAM) will be developed and used to simulate economic impacts of varying water resources yield scenarios and responses.

2.1.5 Communication

The study shall

- i. Develop a communication strategy and plan, for communicating the national balances information
- ii. The plan shall include among others, at least 4 workshops during the course of the study, an internet based social media, and specific newsletters and pamphlets

3 PREVIOUS STUDIES

The study will be informed by a number of previous studies that have been carried in the country over the past 50 years, including but not limited to some of the following;

Table 1: Previous and current DWS studies related to this Scope of Work

No	Study	Reports Issued	Gaps to be addressed
1	NWRS1 and 2	NWRS ISP NWRS2	Develop, and update national water balances information
2	Reconciliation strategies for the various large water supply systems in the country	Various reports for the Water Supply systems available on http://www6.dwa.gov.za/iwrp/ .	
3	All towns Reconciliation Strategy Study	http://www6.dwa.gov.za/iwrp/ .	Update of strategy inputs required to determine current <i>status quo</i> for programming of future interventions required
4	Resource Classification and Reserve Studies	Various reports available at	Determine how classification results will impact on water availability in the system

Various water availability assessment studies, as well as water resources augmentation studies have been undertaken in the country by various entities that include the DWS, metropolitan municipalities, water utilities, and municipalities covering planning at various spatial scales, feasibility studies for large-scale groundwater development, desalination of seawater and re-use of water. All these studies are of relevance to the water use or water availability.

4 STUDY AREA

The study is expected to provide information on the water balance situation in South Africa, which is closely linked and is intimately managed together with Lesotho and Swaziland. To that end, the study area encompasses South Africa, Lesotho and Swaziland, although the focus would be on the water resource picture for South Africa.



Figure 1: South African map showing Water Management Areas

5 STUDY GOVERNANCE

The governance structure of the study will mainly consist of the committees discussed in the sections below. The PSPs will arrange meetings, draw up agendas in collaboration with the client, take minutes, prepare presentations, submit progress reports and provide any other inputs that may be required by the client.

5.1 Study Administration Management (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 held on a monthly basis, SAMs will normally be scheduled to also coincide with Technical Support Group meetings described in the following item.

5.2 Technical Support Group (TSG)

The TSG comprise of the DWS Study Manager team, the PSP Team, DWS specialist from other units and other external technical teams. The TSG will hold meetings at least once every 2 months. A meeting of this committee will be held just before the Study Steering Committee (SSC) meeting in a form of a dry run to that specific SSC meeting.

5.3 Study Steering Committee (SSC)

The Study Steering Committee (SSC) is a platform for key stakeholder consultation. 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 will monitor and give direction to the study, recommend adjustments to the study when required and communicate to all stakeholders and the public about the progress with on the study.

6 TASK DESCRIPTION

The PSP is expected to present a logical framework of how the water balances will be prepared and presented based on the needs and context defined by the requirements outlined below. It is essential that in the proposed method that the detailed water balance is taken care of in the water resource models and will not be repeated in the simplified overarching balances. The results from the detailed water resource analyses are extracted and interpreted to derive the annual balances and the information summarised in a format needed for communication and decision makers.

6.1 Capacity building and training

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

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.

7 METHODOLOGY

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

8 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:

- i. Experience with the models and modelling fields outlined in the Guidelines;
- ii. Experience in and knowledge of historical or current water resource investigations and/or management in the Study Area;
- iii. The roles of individual Key Personnel in the study;
- iv. Experience of working in multi-disciplinary teams in the water resources domain
- v. Ability to identify and investigate water-related information sources, assess and interpret information, collate and present it for decision making and set up information banks/databases for future use.
- vi. Experience in setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM).
- vii. Experience in developing water requirement scenarios.
- viii. Experience in climate change modelling and analysis of model scenario projections
- ix. Experience of water resources planning, including hydrology, the determination of system yields using the WRYM and WRPM, the costing of infrastructure, the

- determination of URVs and the unit cost of water, and the effect on tariffs of incorporating new infrastructure into the system.
- x. Good understanding of how to undertake desktop assessments of the Reserve and to assess its effect on yields.
 - xi. Good knowledge of the processes and time lines that must be followed in order to implement an intervention.
 - xii. Experience with setting up the Decision Support Tool with which to illustrate the phasing in of required augmentation interventions.
 - xiii. Good understating of the implications and effectiveness of implementing WC/WDM measures.
 - xiv. Experience in the determination of the environmental and social impacts of interventions, in formulating mitigation measures, and in obtaining approvals from the environmental authorities.
 - xv. Knowledge of water quality and eutrophication, and their potential effects on treatment costs.
 - xvi. Ability to utilize selection processes to identify the most appropriate series of options to meet various requirement scenarios.
 - xvii. Ability to synthesize recommendations in a complex environment.
 - xviii. Ability to formulate strategies for implementing a reconciliation process.
 - xix. Ability to interact with, and successfully manage multidisciplinary teams.
 - xx. Ability to communicate and interact with decision makers and the public.
 - xxi. Ability to manage public participation processes.
 - xxii. Ability to compile concise technical reports.

9 REPORTING REQUIREMENTS

This assignment will be deliverable based on supporting documentation as set out in Table 3, as a guideline.

10 WORK PLAN AND TIME SCHEDULE

10.1 Programme

The contract period for the assignment is estimated to be 24 months

10.2 Study management

Management of PSP activities will be performed by the DWS Directorate: National Water Resource Planning (NWRP). A Study Administration Management (SAM) and Study Steering Committee (SSC) will be established.

11 INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP

11.1 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 hours for each study Task. The Financial Proposal must give the same human resource application breakdown specified in hours and cost 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 29 deliverables. By nature the execution of planning studies is guided by information gathered as the study progresses. However, Table 3 provides a guideline of possible deliverables for this Study, in line with the tasks described under paragraph 3, but it is not limited to this.

It is the PSP responsibilities to ensure that all activities listed in 2.1 are reflected in table 3

Table 3: Generic guideline of deliverables for water resources reconciliation continuation studies

Item	Description
	Executive Summary
0	Literature review
1	Inception Report
3	Updated water requirements
3.1	Catchment based water requirements sub report
3.2	Provincial based water requirements sub report
5	Water Balance
5.1	Catchment based water balance sub-report
5.2	Provincial based water balance sub-report
6	National reconciliation strategy
6.1	Decision support tool for update of the balances
6.2	Update on true cost of water from various sources and systems
7	Report on the impact of climatic and non-climatic factors on the water resource system yield
7.1	A sensitivity analysis report on the climatic and non-climatic impacts, hydrological responses and adaptation strategies
7.3	A technical workshop on the impact of climate change on the water resource system yield and adaptation strategies
7.3	A final report on the impact of climate change and water resource system yield
8	Communication (communication strategy News Letter(s), websites,)
9	Support to NWRP provisional budget of R500 000
10	Training Framework Report (guideline)

Item	Description
11	Study Management Meetings – reports and minutes
12	Study Technical Support Group meetings - reports and minutes
13	Study Steering Committee meetings - reports and minutes
14	Stakeholder Workshops x 3
15	Quarterly progress reports and Annual Status Reports
16	Professional study review reports
17	Capacity Building and Training Report
18	GIS Linked interactive water balance information (secondary catchment, WMA and political boundaries (provincial and DMs).

Provision must be made to have one senior technical person available one full day per week to give technical and management support to the Directorate: NWRP as and when required, related to matters in support of the National water Resource Balance Perspectives

11.2 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 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.

11.3 Summary of Relevant Experience

The Proposal must contain brief summaries of:

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

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

11.4 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.

12 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. 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)

12.1 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.

12.2 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		

12.3 PHASE 3 MANDATORY COMPLIANCE

Please note that all bidders must comply with the following mandatory requirements- Failure to submit any of the document 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		

12.4 PHASE 4: FUNCTIONALITY (TECHNICAL) EVALUATION

The 80/10 point system will be used in evaluating all proposals. The criteria and guideline weighting points applicable are detailed in the following paragraphs. Scoring is done by a value system of 1 to 5 as outlined below;

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

Criteria		Points value	Weighting Points Awarded
Functionality	<ul style="list-style-type: none"> Past Experience of the company should be demonstrated in the area specified below. Water Resource Planning and management projects and Familiarity with the relevant study area. 		25
	≥10 years on all 3 items	5	
	7 to 9 years on all 3 items	4	

Criteria		Points value	Weighting Points Awarded
	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"> • Compliance with ToR; • Detailed method statement for each task within the study area; • Inclusion of Organogram; • Detailed programme and • Innovations in response to the ToR. 		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"> • The study leader should have relevant experience on similar projects • 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). • 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, geo-hydrologist, water quality specialist, environmentalist, stakeholder engagement specialist) minimum 5 years' experience and • Other support structures e.g. Admin, finance, messengers. 		30
	Study leader with min 10 years relevant experience and hydrologists/engineers with minimum 5 years and support staff	5	
	Study leader with min 8 years relevant experience and hydrologists /engineers with minimum 4 years and support staff	4	
	Study leader with min 7 years relevant experience and hydrologists /engineers with minimum 3 years and support staff	3	

Criteria		Points value	Weighting Points Awarded
	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: • Provide clear proposals on Capacity building and training of DWS and water sector officials in technical aspects to be undertaken as part of this Study.		10
	Shows innovation in ensuring successful transfer of skills to water sector and 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.

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.

12.5 PHASE 5: PRICE AND PREFERENCE (B-BBEE STATUS LEVEL OF CONTRIBUTION)

12.5.1 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

12.5.2 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:

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

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.

13 ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

13.1 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 any joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated.

For technical matters	For bid administrative matters	For SCM bid administrative matters
<p>Mr. P Mlilo Tel: 012 336 8199 Cell: 082 611 7293 Fax: 012 336 8295</p> <p>E-mail: MliloP@dws.gov.za</p> <p>Address: Private Bag X 313 PRETORIA 0001</p>	<p>Mr S. Mbanjwa Tel: 012 336 8224 Cell: 067 415 8340 Fax: 012 336 8295</p> <p>E-mail: Mbanjwas@dws.gov.za</p> <p>Address: Private Bag X 313 PRETORIA 0001</p>	<p>Mr. Patrick Mabasa: Telephone: 012-336-7518 Cel:063 251 94861</p> <p>E-Mail: MabasaP@dws.gov.za</p> <p>Address: Private Bag X313 PRETORIA 0001</p>

13.2 Deadline and Address for Submission

The Proposals are to be submitted in accordance with form C2 " Invitation to Tender".