



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

WP11352

REQUEST FOR BID

BID NUMBER WP11352

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DETERMINATION OF WATER RESOURCE CLASSES, RESERVE AND RESOURCE QUALITY OBJECTIVES STUDY FOR SECONDARY CATCHMENTS A5-A9 WITHIN THE LIMPOPO WATER MANAGEMENT AREA (WMA1) AND SECONDARY CATCHMENT B9 IN THE OLIFANTS WATER MANAGEMENT AREA (WMA2)

ISSUE DATE:

04 DECEMBER 2020

CLOSING DATE AND TIME

12 JANUARY 2021 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

Kindly note that there will be no briefing session for this bid due to the COVID-19 Pandemic, However bidders will be given an opportunity to seek clarity in writing between the following dates 07 December 2020 until 08 January 2021. Questions must be directed to the email address indicated in the bid document. Please take note that all questions raised by the prospective service provider and the answers will be uploaded in the departmental website.

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:	WP11352	CLOSING DATE:	12 JANUARY 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DETERMINATION OF WATER RESOURCE CLASSES, RESERVE AND RESOURCE QUALITY OBJECTIVES STUDY FOR SECONDARY CATCHMENTS A5-A9 WITHIN THE LIMPOPO WATER MANAGEMENT AREA (WMA1) AND SECONDARY CATCHMENT B9 IN THE OLIFANTS WATER MANAGEMENT AREA (WMA2)				
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	Ms Lebogang Matlala/ Ms Esther Lekalake	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6707/ 8671	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	matlalaL@dws.gov.za/ lekalakeE@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 A PROFESSIONAL SERVICE PROVIDER FOR THE DETERMINATION OF WATER RESOURCE CLASSES, RESERVE AND RESOURCE QUALITY OBJECTIVES STUDY FOR SECONDARY CATCHMENTS A5-A9 WITHIN THE LIMPOPO WATER MANAGEMENT AREA (WMA1) AND SECONDARY CATCHMENT B9 IN THE OLIFANTS WATER MANAGEMENT AREA (WMA2)

NAME OF BIDDER:PROJECT NO: **WP11352**

CLOSING TIME: **11:00**

CLOSING DATE: **12 JANUARY 2021**

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:

Ms Lebogang Matlala/ Ms Esther Lekalake

Tel: 012 336 6707/ 8671

E-mail address: MatlalaL@dws.gov.za / LekalakeE@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.

"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

Connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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

2.11.1 If so, furnish particulars:

.....

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

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;

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	☐	NO	☐
-----	--------------------------	----	--------------------------

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	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

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

- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	+	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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.**

TABLE OF CLAUSES

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

General Conditions of Contract

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

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

Js GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DETERMINATION OF WATER RESOURCE CLASSES, RESERVE AND RESOURCE QUALITY OBJECTIVES STUDY FOR SECONDARY CATCHMENTS A5-A9 WITHIN THE LIMPOPO WATER MANAGEMENT AREA (WMA1) AND SECONDARY CATCHMENT B9 IN THE OLIFANTS WATER MANAGEMENT AREA (WMA2)

WP 11352

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:.....



DEPARTMENT OF WATER AND SANITATION

**THE DETERMINATION OF WATER RESOURCE CLASSES, RESERVE AND
RESOURCE QUALITY OBJECTIVES STUDY FOR SECONDARY CATCHMENTS A5-
A9 WITHIN THE LIMPOPO WATER MANAGEMENT AREA (WMA 1) AND
SECONDARY CATCHMENT B9 IN THE OLIFANTS WATER MANAGEMENT AREA
(WMA 2).**

TERMS OF REFERENCE

PROJECT NO:

Directorate: Water Resource Classification

Chief Directorate: Water Ecosystems

Department of Water and Sanitation

Private Bag X313,

Pretoria, 0001

Republic of South Africa

PS

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ACCRONYMS

CD: WE	Chief Directorate Water Ecosystems
DWS	Department of Water and Sanitation
HDI	Historically Disadvantage Individuals
IUA	Integrated Units of Analysis
NWA	National Water Act
PSP	Professional Services Providers
RQO	Resource Quality Objectives

RU	Resource Units
ToR	Terms of References
WMA	Water Management Area
WRCS	Water Resource Classification System
RWSS	Regional Water Supply System
CMA	Catchment Management Agency

The Determination of Water Resource Classes, Reserve and Resource Quality Objectives study for Secondary Catchments A5-A9 within the Limpopo Water Management Area (WMA1) and Secondary Catchment B9 in the Olifants Water Management Area (WMA 2).

1. INTRODUCTION

1.1 BACKGROUND

Chapter 3 of the National Water Act, 1998 (NWA), (Act 36 of 1998), is devoted to the comprehensive protection of water resources and provides a series of measures intended to achieve this protection such as: Classification of water resources, determination of the Resource Quality Objectives (RQOs) and quantification of the Reserve.

The Department of Water and Sanitation (DWS) established a Water Resources Classification System (WRCS) that is formally prescribed by Regulation 810 in terms of section 12(1) of the NWA, dated 17 September 2010. The WRCS is a step-wise process whereby water resources are categorized according to specific classes that represent a management vision of a particular catchment by taking into account the current state of the water resource and defining the ecological, social and economic aspects that are dependent on the resource. The implementation of the WRCS therefore assesses the costs and benefits associated with utilisation versus protection of a water resource.

The WRCS defines three water resource classes, reflecting a gradual shift from resources that will be minimally used to resources that are heavily used, by taking into consideration the social and economic needs of all who rely on the water resource. The subsequent classification of water resources represents the first stage in the protection process followed by the determination of the quantity and quality of water required for ecosystem functioning as well as maintaining economic activity that relies on a particular water resource. The latter is termed the Resource Quality Objectives (RQOs).

The Reserve is the protection measure which requires water to be set aside for ecological protection of water resources and the provision of water for basic human needs. The NWA describes the Reserve as "the quantity and quality of water required to (a) satisfy basic human needs and to (b) protect aquatic ecosystems to secure the ecologically sustainable development and use of the water resource". These Reserve requirements have priority over any other water use in terms of the Act, and must be determined before licensing applications can be processed, to ensure ecologically sustainable development and utilisation of a water resource.

The RQOs are numerical and/or narrative descriptive statements of conditions which should be met in the receiving water resource, in order to ensure protection of the water resource. The purpose of determining the RQOs is to establish clear goals relating to the quality of the relevant water resource. The RQOs are intended to give effect to the Water Resource Classes determined for each water resource.

Section 13(3) of the NWA stipulates that the RQOs may relate to-

- (a) the Reserve;
- (b) the in-stream flow;
- (c) the water level;
- (d) the presence and concentration of particular substances in the water;
- (e) the characteristics and quality of the water resource and the in-stream and riparian habitat,
- (f) the characteristics and distribution of aquatic biota;
- (g) the regulation or prohibition of in-stream or land-based activities which may affect the quantity or quality of the water resource; and
- (h) any other characteristic of the watercourse in question.

In the South African water resources management, the acceptable level of impact hinges on the concept of RQOs as the balance between resource protection and resource development and utilisation.

1.2 STUDY AREA

The study covers the following areas:

- For the purpose of this study, the focus is only on Lephalale, Mogalakwena, Sand, Nzhelele, Nwanedi, Luvuvhu and Mutale catchments of the Limpopo Water Management Area (WMA1) as per the new WMA boundaries. It must be noted that according to the current WMA boundaries, Limpopo WMA covers the Crocodile-West & Marico, Mokolo, Matlabas, Lephalale, Mogalakwena, Sand, Nzhelele, Nwanedi, Luvuvhu and Mutale catchments. Water Resource Classes and associated RQOs have already been determined for the Crocodile-West & Marico and Matlabas catchments; and
- Shingwedzi catchment which falls within the Olifants WMA (WMA 2).

1.2.1 The Limpopo WMA

The Limpopo WMA is situated in the northern part of South Africa and is mainly primary drainage region A. This WMA represents part of the South African portion of the Limpopo Basin which is also shared by Botswana, Zimbabwe and Mozambique. The WMA borders on Botswana and Zimbabwe, where the Limpopo River forms the entire length of the international boundary before flowing into Mozambique where it discharges into the Indian Ocean. The dry Limpopo WMA is augmented with transfers from the adjacent Letaba, Olifants and Crocodile-West river catchments.

The WMA is semi-arid in the south to arid in the extreme north. Mean annual rainfall (MAR) ranges from 300mm to 700mm with the potential evaporation well in excess of the rainfall. Runoff is low due to the prevalence of sandy soils in most of the area. Several wildlife and

nature conservation have been proclaimed in the WMA of which Nylsvlei Nature Reserve (declared as Ramsar site); Mapungubwe, Marekele National Park and Kruger National Park are some of the reserves and parks in the study area.

The main urban areas within the WMA include Mokopane, Polokwane, Modimolle; Lephalale; Musina, Belabela, Thabazimbi, Mookgopong, Thohoyandou, Dedron and Makhado. There are about 760 rural communities scattered throughout the WMA mostly concentrated in the central Region. Irrigation; Livestock farming, industries and increasing mining operations are the main economic activities.

In terms of Reserve studies conducted in the study area, only the preliminary intermediate groundwater Reserve was completed for the former Limpopo WMA in 2011 and covered the following tertiary catchments (A50, A61, A62, A63, A71, A72 and A80). As a result, the Mutale and Luvuvhu catchments (A91-A92) were not covered as they did not form part of the Limpopo WMA by then. There is also no high confidence (intermediate/comprehensive) Ecological Water Requirements studies conducted thus far in the study area. An overview of catchments to be covered by this study are briefly discussed below.

- **Lephalale catchment (A50)**

The Lephalale catchment has limited water resources but high water requirements, dominated by the irrigation sector. Irrigation takes place mainly in the higher rainfall upper reaches where there are a large number of farm dams, while lower in the catchment irrigators make use of water from alluvial aquifers. Nevertheless, the catchment appears to be stressed. The middle reaches of the Lephalale are of high conservation value.

- **Mogalakwena catchment (A61 to A63)**

The Mogalakwena is a catchment with limited surface water resources but large groundwater resources which have already been extensively exploited by the irrigation sector. The water use in the area is dominated by irrigation.

The main urban centres are Modimolle, Mookgopong and Mokopane. There are only two significant dams in the area, the Doorndraai dam situated in the upper reaches, which supplies water to Mookgopong, Mokopane and to irrigators downstream of the dam and the Glen Alpine dam, situated much lower in the catchment. This area is becoming increasingly important economically as platinum mines are expanding in the area and there is still vast untapped mining potential. It is crucial therefore that the water supply in this area is secured and well managed to support these developments.

- **Sand catchment (A71 & A72)**

The Sand is a dry catchment with very limited surface water resources. However, it has exceptional groundwater reserves which have been fully and possibly over-exploited. The water requirements are large compared to the rest of the WMA, and again irrigation is the largest water user. The area also relies heavily on transfers from other WMAs which are used to meet the urban and industrial demands of Polokwane, Seshego and Makhado. There is also a small transfer from the Limpopo River to the Venetia Mine. The other significant towns in this catchment are Musina and Dendron. They both rely on groundwater with Musina abstracting from sand aquifers in the Limpopo River.

Mining is also an important economic driver in this area with the large silicon mine near Polokwane and the Venetia diamond mine situated near Musina. There is also a platinum smelter near Polokwane which services all the platinum mines in the area. The new Vele coal mine is located in this area. There are still vast untapped coal mining potential and there are a number of coal mining projects identified in the area. It is therefore important for the water supply in this area to be secured and well managed to support these developments.

- **Nzhelele catchment (A80A to A80G)**

The Nzhelele is a small catchment dominated by irrigation which is supplied by the Mutshedzi dam, farm dams, run-of-river in the upper reaches of the catchment, and the Nzhelele dam (the second largest dam in the WMA) in the lower reaches of the catchment. Much of this irrigation is managed by emerging farmers. There is also a significant amount of afforestation in the high rainfall regions on the slopes of the Soutpansberg Mountains which reduces the runoff.

There is a small industrial area, referred to as the Makhado Centre, located in the upper reaches of the catchment, where industries such as a vegetable processing factory, bakery and furniture factory are located. This industrial centre obtains water from the Mutshedzi dam Regional Water Supply Scheme (RWSS). Siloam Hospital, located in the upper Nzhelele valley, obtains water from the Nzhelele RWSS. Groundwater is also used extensively in the area.

Large coal deposits have been identified in this area and there are a number of coal mining projects identified in the area and the Makhado colliery is the one that has advances with exploration. There is still vast untapped coal mining potential in the area. Due to these developments, it is crucial that the water supply is secured and well managed.

- **Luvuvhu and Mutale catchments (A91 and A92)**

The Luvuvhu River catchment is located in the north-eastern corner of South Africa. It rises near Makhado (Louis Trichardt) and flows in a north-easterly direction to its confluence with

the Limpopo River near to Pafuri. Nandoni dam and Xikundu weir together with the existing Albasini, Vondo, Damani Phiphidi and Tshakhuma dams and the associated bulk purified water supply infrastructure are known as the Luvuvhu River Government Water Scheme.

Significant irrigation developments from surface and groundwater upstream of Albasini dam resulted in a decrease in the yield available from Albasini dam, to such an extent that the irrigation schemes downstream of Albasini dam are very seldom supplied with water, as the dam struggles to meet the urban/industrial demand of Makhado.

The water resources in the Mutale catchment are still underdeveloped as limited storage structures exist in this sub-catchment. Mukumbani dam in the upper reaches of the Tshirovha River is supplying water to the Mukumbani Tea Estate and it is the only dam in this catchment. The surface water appears to be of reasonable quality and has not been polluted to any great extent by the present developments. The Vondo North Rural RWSS and the Damani RWSS are both partly located in the Mutale catchment and are supplied with water from Vondo and Damani dams respectively, and both are located in the Luvuvhu River catchment. The remainder of the RWSS is supplied from Mutale surface (50%) and groundwater resources (50%), almost similar volumes used from both sources. Some irrigation existed in the past, it is however uncertain how much of the irrigation is currently still practised. The main urban areas in this catchment are Thohoyandou, Malamulele and Tshilamba.

The limited mineral resources in the Luvuvhu basin are dominated by deposits of cooking coal in the northeast, near Masisi. The high quality coal deposits are also found near Tshikondeni and in the northern part of the Kruger National Park.

- **Nwanedi catchment (A80H to A80J)**

The Nwanedi is a small catchment in the north-eastern corner of the WMA, characterised by large areas under irrigation (relative to the size of the catchment). The water resources of the area are limited to that provided by a few small dams (Nwanedi/Luphephe dam, Cross dam) and run-of-river abstractions, and the catchment is in deficit. This is due to over-allocation or over-development by the irrigation sector.

1.2.2 Olifants WMA

- **Shingwedzi catchment (B90)**

This catchment forms part of the Olifants WMA which consist mainly of primary drainage region B. The Shingwedzi River first flows into the Rio des Elephantes (Olifants River) in Mozambique, which then joins the Limpopo River. There are no major dams in the Shingwedzi basin due to the limited water resources and the non-availability of suitable dam sites. RWSS that operate in this catchment includes North and South Malamulele East

RWSS, which has its source as the Malamulele weir, Xikundo weir and Minga weir in the Luvuvhu River. Parts of the Middle Letaba RWSS Malamulele West, Giyani sub-systems F1 & F2 are located within the Shingwedzi catchment, currently receiving water from the Middel Letaba – Nsami sub-system. Water for a small irrigation area of 270ha is sourced from the Makuleke dam on the Mphongolo River a tributary of the Shingwedzi River.

1.3 STUDY MOTIVATION

The study area consists of Nylsvlei wetland situated in the upper reaches of the Mogalakwena River catchment which is a home to a large number of bird species and is also a registered RAMSAR site. In addition, the Makuleke wetlands in Luvuvhu catchment also holds RAMSAR status. Due to high conservation status accorded to these areas, there has been a formal request by Department of Environmental Affairs to the Department to protect these areas. The Lephalale Wilderness area has large number of red data species found in the Lephalale River as well as numerous wetlands. The upper reaches of the Nzhelele and Nwanedi Rivers, which are situated in the Soutpansberg mountains, are home to several red-data and endangered species, including the snake catfish. There is extensive use and possible over-exploitation of groundwater in all the catchments, mainly attributed to irrigation and the expanding mining activities. The presence of areas of ecological importance together with water quality and quantity pressures faced by the catchments in the study area, calls for the need to undertake the classification, Reserve and the RQOs determination study. The outcome of this study will assist the Department to make sound management decisions regarding these ecologically important areas and stressed catchments, and also ensure continuous provision of ecosystem services upon which society and economy depend.

2. AIM AND OBJECTIVES OF THE PROJECT

The main aim of the project is to undertake the following:

- Co-ordinate the implementation of the WRCS, as required in Regulation 810 in Government Gazette 33541, by classifying all significant water resources in the Limpopo WMA and Olifants WMA;
- Determine the water quantity and quality components of the groundwater and surface water (rivers and wetlands) Reserve;
- Determine Resource Quality Objectives (RQOs) using the Department of Water and Sanitation Procedures to Determine and Implement Resource Quality Objectives.

The WRCS and the RQOs documentation/procedures can be sourced from DWS Head Office or can be downloaded from DWS internet,

<http://www.dwaf.gov.za/Documents/Policies/WRPP/default.htm> and

<http://www.dwaf.gov.za/rdm/documents/proceduresToDevelop&ImplementResourceQualityObjectives.pdf>. The link to the Development procedure to operationalize Resource Directed measures can be downloaded at the following link:
<http://www.dwa.gov.za/rdm/WRCS/default.aspx>

Key objectives within the implementation of the Classification and determination of comprehensive Reserve and RQOs processes are:

- To strike a balance between protection and use of water resources in the study area;
- To ensure effective and sustainable use of water resources;
- To facilitate management and control of water resources;

In order to achieve the above, the process of determining the WRC, Reserve and RQOs must be a consultative process. The economic, social and ecological implications should be established and communicated to all Interested and Affected Parties, stakeholders as well as water users.

3. SCOPE OF WORK / METHODOLOGY

The detailed tasks for the project are discussed in this section.

3.1 PROJECT INCEPTION PHASE

The primary purpose of this phase is to allow the scope of work to be clearly defined from the onset. The inception phase is intended to provide the opportunity for the identification, assessment and interpretation of the nature and scope of the project and to document all the relevant information available to support the determination of the Water Resource Classes, Reserve and the RQOs within the study area. The service provider will be expected to consider the use of integrated steps and tools as outlined in the operationalization of RDM documents which can be linked (<http://www.dwa.gov.za/rdm/WRCS/default.aspx>). The inception phase tasks include the definition and identification of the role-players, project scope, interfacing with other initiatives and current studies and finalising the study budget. The development of a stakeholder engagement plan, capacity building and mentorship programme will also be included in the project inception phase.

3.2 WATER RESOURCE INFORMATION AND DATA GATHERING

In this task, the existing literature, reports, models, maps, aerial photographs and any other relevant information for the study area, that are supportive to the determination of the Water Resource Classes, Reserve and the RQOs must be reviewed. The PSP is expected to identify and liaise with all organizations and consultants currently engaged in relevant studies and projects in the study area, in order to include the most up to date information. This project will build on the previous studies and also aligned to existing ones undertaken in the study area.

The information gap analysis report that has been compiled by the Department must be used as a starting point for data gathering and review. It is anticipated that this task will run concurrently with the inception phase as the outcome of the information gap analysis will guide the rest of the project programme. This task therefore includes the following:

- List available water resources models and evaluate their applicability in this study.
- Review and analyse the information gap analysis report prepared by the Department and compile recommendations on how to address issues relating to information and data shortfalls/gaps. It is expected that the PSP should build the uncertainty and related risks that may lead to data and information shortfalls/gaps into the project plan and price in order to avoid future re-adjustment of the project budget and plan.

3.3 DETERMINATION OF THE WATER RESOURCES CLASSES, RESERVE AND RQOS.

This task forms the major component of the study and will result in Water Resources Classes, Reserve and the RQOs being determined for the water resources by using appropriate methodologies in the guidelines. The procedure for determining the Water Resource Classes must adhere to Regulation 810 of Government Gazette 33541 dated 17 September 2010. The RQOs are to be determined in accordance with the Department's Procedure to determine and Implement Resource Quality Objectives. This task will include:

- The status quo assessment of the study area, evaluation of water resources, present ecological status assessment, determination of ecological water requirements and related flows at each node or resource units. Bearing in mind that where there is no available data, the data is deemed inadequate, or data/information is outdated, it will be required for data to be collected;
- Development of a Decision Support System (DSS) to evaluate socio-economic and ecological consequences;
- Determination of the quantity and quality components of the groundwater and surface water (rivers and wetlands) Reserve
- Robust stakeholder engagement on the determination of appropriate scenarios representing the vision for the catchments;
- Modelling of identified scenarios to determine practicability of their implementation;
- Ensuring the delineated resource units are prioritized and indicators selected for RQO monitoring;
- Population of an integrated template containing the required information to allow the Minister or her delegated authority to approve the Water Resource Classes, Reserve and the associated RQOs;
- Ensuring that the findings (socio-economic and ecological) are documented in a format that can be used by the Department to support the determination of the Water Resource Classes, Reserve and the RQOs;
- Assist the Department in selecting and approving independent reviewers for review of the study reports, if and when necessary;
- The final report should also contain information on the capacity-building programme undertaken and the skills transferred to the Department.

3.4 COMMUNICATION AND LIAISON

The process of classifying water resources, determining Reserves and RQOs is underpinned by a robust stakeholder engagement process as required by Regulation 810 largely due to

the implications of setting an appropriate Water Resource Class and RQOs for water resources within a catchment. The stakeholder and public consultation process will take place throughout the duration of the project. A database of all stakeholders that need to be consulted must be compiled. A register of all stakeholders that need to be consulted will be created to capture all the comments received during the process and how these have been addressed or responded to. The scope of the communication and liaison services to be provided by the PSP will include but not be limited to the following:

- Consolidated stakeholder database
- Establishment, in consultation with the Department, of appropriate institutional arrangements to facilitate the progress of the project
- Sectoral and stakeholder workshops
- Project Management Committee meetings
- Reference group/Steering Committee meetings with specialist task teams
- Implementation/Technical Task Team meetings
- Consolidated issues and response reports.

3.5 STAKEHOLDER ENGAGEMENT

Provision should be made in the stakeholder engagement plan for stakeholder engagement throughout the duration of the project, including during the gazetting process, to facilitate adequate consultation with the public. In order to ensure that the historically disadvantaged individuals (HDIs) are consulted sufficiently, it is expected that provision should be made by the PSP to also cover for the (HDIs) transport needs. The process of determining Water Resource Classes and RQOs is supported by a robust stakeholder engagement. Hence it is expected that the identified platforms provided below to be used for stakeholder engagement:

Platforms	Frequency
Project Steering Committee*	Minimum 6
Project Management Committee**	Quarterly
Technical Task Group	Minimum of 4
Sector Meeting/workshops	Minimum of 6
Technical Stakeholder workshop	Minimum 5 days
Public Meeting	Minimum of 4 meetings at two central venues (2 at Beginning and 2 at end of the study)

*Project Steering Committee: The role of the PSC is to provide strategic direction and guidance on the study process and task. It also serves as representatives of the stakeholder bodies and organisations and report back to them on an ongoing basis regarding the study decisions and results.

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** Project Management Committee: A committee comprising of relevant DWS officials (provincial and Head Office), the Catchment Management Agency and the PSP/s. Its role is to provide guidance, strategic direction, technical input and support on the management of the project

3.6 REPORTING

The appointed PSP shall produce at least the following project management outputs:

- Monthly progress reports, technical memoranda and other material necessary to properly inform the Department and other stakeholders. It should be noted that the progress reports required for the project management meetings shall be compiled by the PSP and should document the progress of work against the programme, actual expenditure against cash flow estimates, significant findings and outcomes and corrective actions taken in respect of the work programme and cash flow estimates.
- Ensure that a complete record of proceedings of the project management meetings is maintained and appropriately archived.
- Technical progress should be provided for each defined deliverable in the form of an interim milestone report and will need to be approved by the client. These reports shall describe the procedures and methodologies followed and the results achieved and shall be prepared and submitted to the Department according to the milestone programme. These reports will be used as supporting documents to write the main study report. The reports will be based on the seven gazetted steps of the Classification and seven-step RQOs processes.

3.7 CAPACITY BUILDING

In order to ensure skills transfer in the DWS and relevant Catchment Management Agency (CMA), it is expected that capacity building be offered at 2 different levels, namely a mentorship programme, capacity-building workshops. The mentorship programme will be established by the PSP in consultation with the Department. This programme will be aligned to the skills and developmental needs of identified officials responsible for water resources management within the department and CMA. The mentorship programme should be designed in a way that will allow the mentee(s) to have scientific technical tasks and responsibilities whose output will feed into the overall technical milestones/deliverables of the project.

The capacity-building workshops will cater for a larger group consisting of not more than 20 people and will consist of DWS officials and the relevant CMA's officials. The workshops should provide an overview of the study. The topics to be covered for such workshops will be finalised by the PSP in consultation with the Department and the CMA. The participation of relevant DWS and CMA officials will ensure active sharing of ideas and contribute to the broadening of the Water Ecosystems skills base by being intensively involved in the day-to-day running of the project.

The appointed PSP will be provided with the names of identified DWS officials to be trained by maximising their involvement in the project. The aforementioned training has particular reference to the following specialist fields namely:

- Hydrology;
- Resource quality (Aquatic ecology);
- Geomorphology;

- Socio-economics;
- Resources economics;
- Geographic Information System (GIS);
- Geohydrology;
- Water Resource System analysis, and
- Hydraulics.
- Hydrological Driver Assessment Index (HAI);
- Geomorphology Driver Assessment Index (GAI);
- Physico-chemical Driver Assessment Index (PAI);
- Fish Response Assessment Index (FRAI);
- Macro Invertebrate Response Assessment Index (MIRAI);
- Riparian Vegetation Response Assessment Index (VEGRAI);
- Wetlands and Estuarine Reserve determination tools.

The DWS will second officials to be included in the project team composition as mentees/trainees. Details of the secondments will be provided at the inception meeting. It is critical that the PSP makes provision for the 2 levels of capacity building in their budget in order to assist the Department to achieve the objectives of skills transfer.

4. DELIVERABLES

The table below shows the tasks, deliverables per component and the estimated timeframe for the PSP to complete tasks and submit reports. It is expected that the technical activities of this project will run and concluded within 30 months, whereas 6 months will be allocated for gazetting process.

Component	Deliverables	*Estimated Timeframe (months)
Project Inception	• Inception Report	6
	• Integrated work programme	
	• Capacity-building and mentorship programme	
	• Stakeholder engagement plan	
Information and Data Gathering	• Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements	6
	• Inventory of current water resources models and their applicability	

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TOR: The Determination of Water Resource Classes, Reserve and Resource Quality Objectives study for Secondary Catchments A5-A9 Within the Limpopo Water Management Area (WMA 1) and Secondary Catchment B9 in the Olifants Water Management Area (WMA 2).

Component	Deliverables	*Estimated Timeframe (months)
Determination of the Water Resource Classes	Report on the <i>status quo</i> of the significant water resources and the delineation of the RUs and IUAs	8
	Report on socio-economic evaluation framework and analytical decision-analysis system	
	Ecological Water Requirements Report	
	Ecological Sustainable Base Scenario report	
	Scenarios report	
	Conduct the stakeholder information sharing process on the determined Water Resource Classes prior to gazetting	
	Water Resource Classes per IUA submitted in a template for gazetting.	
Determination of the Reserve	Site selection and delineation of resource units/integrated units of analysis report;	6
	The reference conditions, present ecological state and the ecological and socio-cultural importance and sensitivity of each resource unit report	
	- EWR and BHN components at comprehensive level for groundwater, rivers and wetlands in the study area report. The estimation of the following: - groundwater resource units and/or groundwater dependent ecosystems should also be included in the report: - Recharge; - Groundwater contribution to Base flow; - Population and the associated BHN component (using the latest population figures);	

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Component	Deliverables	*Estimated Timeframe (months)
	• Status category, recommended category, management option and stress index; • EWR availed from baseflow; • Allocable groundwater; and • Groundwater quality component	
Determination of the RQOs	• Report on the establishment of the vision for the catchment and key elements for IUAs • Report on the prioritization and selecting of resource units for RQO determination • Report on the prioritization of sub-components for RQO determination, select indicators for monitoring and proposed the direction of change. • Draft RQOs and numerical limits report. • Stakeholder report on the agreed resource units, RQOs and numerical limits • Plan for implementation/ operationalisation of the Water Resource Classes, and the RQOs. This should include the monitoring programme • Conduct the stakeholder information sharing process on the determined RQOs prior to gazetting • Resource Quality Objectives per RU submitted in a template for gazetting	6
Gazetting process	• Facilitate the gazetting of Recommended Water Resource Classes per IUA, associated RQOs and the Reserve • Address the comments received during the 60 days gazetting of the Water Resource Classes, RQOs and the Reserve	6
Communication and liaison	• Compile and maintain a stakeholder database and schedule of meetings • Meeting documentation	Throughout the project life-cycle

TOR: The Determination of Water Resource Classes, Reserve and Resource Quality Objectives study for Secondary Catchments A5-A9 Within the Limpopo Water Management Area (WMA 1) and Secondary Catchment B9 in the Olifants Water Management Area (WMA 2).

Component	Deliverables	*Estimated Timeframe (months)
	Record of stakeholder issues and responses	
Capacity Building	- Detailed capacity-building programme (which includes the mentorship, capacity building workshops and stakeholder empowerment sessions) - Progress reports during study execution	Throughout the project life-cycle
Study management and co-ordination	- Project management committee meeting and minutes - Progress reports during study execution - Maintain record of decisions - Invoicing as per completed deliverable and progress reports	Throughout the project life-cycle
Project Closure	- Main report - Project close-out report upon completion - An electronic database/library of all available information collected	3

*The estimated timeframe indicates the period during which a particular task should be carried out and the final report be submitted to the client. PSP's must expect at least two rounds of comments on a draft report and make changes before submitting the final report. The draft reports should be submitted to the client one month prior to submitting the final reports to ensure that the client is afforded ample time to review the reports.

5. PSP TEAM COMPOSITION

It is a requirement that the PSP team consists of individuals that are qualified and experienced in integrated water resource management and protection. Expertise is needed in each of the following study components:

- Aquatic ecology
- Hydrology
- Water quality
- Wetland specialist
- Groundwater/Geohydrology
- Water resource economics
- Socio-economics
- Water resource modelling and decision analysis

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- Social science (stakeholder involvement and public participation)
- Geographic Information System (GIS)
- Geomorphology
- Legal aspects related to water resources management.

6. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The Department will provide administrative support, venues for PMC meetings as well as facilitation of meetings. The Department will also provide information that is accessible within the department or with other departmental service providers.

7. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS

The applicant must compile and submit a written project proposal to the Department as follows:

- a. A detailed understanding of the Terms of Reference (ToR) for the project.
- b. A work breakdown structure containing list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
- c. Proposed Project Schedule in a Gantt format.
- d. A list of deliverables i.e. reports, data and electronic copies.
- e. Proposed project team, team leader and availability of the individual consultant team members. Submission of curricula vitae is required for all persons whom the bidder proposes to in executing the tasks.
- f. A reasonable cost estimates (ceiling price) for the project, including VAT, in line with the DPSA PSP price guideline
- g. The Employment Equity Policy of the consultant firm.

8. EVALUATION SYSTEM

The department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to Preferential Procurement Regulations promulgated in 2017. A copy of the PPR regulations can be downloaded from www.treasury.gov.za. In accordance with the PPR, submissions will be adjudicated on 80/20 points system and a four phase evaluation criteria will be considered in evaluating the bid:

Phase 1: Pre-Qualification Criteria

Phase 2: Administrative Compliance

Phase 3: Functional / Technical Evaluation Phase 4: Functional / Technical Evaluation

Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution

(80/20 Preferential System)

PHASE 1: PRE-QUALIFICATION CRITERIA

The following prequalification criteria will be applied:

- Bidders will be prequalified on the basis of attaining B-BBEE Status level 1 Bidders with B-BBEE Status Level other than 1 will not be eligible for further evaluation.
- Bidders who are Exempted Micro Enterprise (EME) OR Qualifying Small Enterprise (QSE) will be considered for this bid. Bidders who are not EME or QSE will not be eligible for further evaluation.

NB: Bidders who do not qualify with the pre-qualification criteria will be disqualified and not considered for phase 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 and submit SBD1, SBD3.2, SBD4, SBD6.1, SBD8 and SBD9		

PHASE 3: FUNCTIONAL / TECHNICAL EVALUATION

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Qualifications of key personnel	Relevant qualifications of proposed project team leaders. The project team leaders should demonstrate knowledge of project management (<i>Attach abbreviated Curriculum Vitae, not longer than 2 page and proof of registration with authorized/professional bodies such as SACNASP, ECSA etc</i>)		10%	
	PHD/Master's Degree and above and proof of registration with authorised body.	5		
	Honours Degree and proof of registration with authorised body.	4		

	Bachelor's Degree and proof of registration with authorised body/Professional engineer.	3		
	B-Tech Degree and proof of registration with professional body/Technologist	2		
	National Diploma	1		
Expertise of key personnel	Expertise and qualifications are needed from a project team members in each of the following study components: 1. Aquatic Ecology, 2. Hydrology, 3. Water quality, 4. Groundwater/Geohydrology, 5. Water Resource economics, 6. Water resource modelling and decision analysis, 7. Geomorphology, 8. Socio-economics, 9. Social science (stakeholder involvement and public participation), 10. Geographic Information System (GIS) and 11. Legal		20%	
	All 11 fields above be included.	5		
	Fields 1 to 10 be included.	4		
	Fields 1 to 9 be included.	3		
	Fields 1 to 8 be included	2		
	Any 5 fields above be included	1		
Experience of key personnel	Past Experience refers to previous relevant projects and overall track record. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.		20%	
	All key personnel have 6 years' experience and above	5		
	80% of key personnel have 6 years' experience and above	4		
	60% of key personnel have 6 years' experience and above	3		
	40% of key personnel have 6 years' experience and above	2		
	40% of key personnel have 6 years' experience and above	1		
Methodology	The methodology will be evaluated on the following:		25%	
	1. Responsiveness to the Terms of			

	Reference; 2. Level of detail to the proposal; 3. Presentation of the project management strategy; 4. and applicability of the methodologies in water resource management.			
	All 4 items above should be included.	5		
	Item 2, 3, and 4 should be included.	4		
	Item 1, 2, and 3 should be included.	3		
	Item 1, and 2 should be indicated	2		
	Any 1 items above should be included	1		
Team capability	Team capability: will be evaluated on the following: 1. Technical and professional skills of the project team, 2. Regional knowledge and 3. Proven conceptual abilities with two contactable references indicating service rendered and the duration of the project (attach a certificate/testimonial) 4. Proven conceptual abilities with one contactable references indicating service rendered and the duration of the project (attach a certificate/testimonial)		10%	
	All 4 items above should be included.	5		
	Item 1, 2, and 3 should be included.	4		
	Item 1, 2, 4 should be included.	3		
	Any 2 items above should be included	2		
	Only 1 item above included.	1		
Skill Transfer	In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water resources management in the study area. Capacity building is realised through the		15%	

	following:			
	1. Hands on practical training including field work;			
	2. Inclusion of DWS officials in all phases of the project;			
	3. Develop a capacity building programme with quantifiable measures;			
	4. Relevant software training and training manuals; and			
	5. Provision of stakeholders' empowerment sessions.			
	6. PSP to submit a list of interns or candidates mentored by the company in order to complete their studies or become registered professionals. Provide the list with signed employment agreement, agreement letters with academic institutions or with a regulatory body e.g. SACNASP.			
	All 6 items above included.	5		
	Item 2, 3, 4 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
TOTAL			100%	

PHASE 4: The 80/20 Principle based on Price and BBBEE status level contributor.

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:

80/20 PRINCIPLE POINTS SYSTEM

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

5	8
6	6
7	4
8	2
Non-compliant contributor	0

Conditions:

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

9. PROJECT MANAGEMENT ARRANGEMENTS

9.1 PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will be made of members from various relevant Directorates within the Department as well as PSP team. The PMC will be led by individuals from Chief Directorate: Water Ecosystems. It is anticipated that the PMC meetings will be held quarterly or as the need arises.

9.2 DATA OWNERSHIP

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

9.3 CONTRACT AND INVOICES

The total project timeframe is 36 months from the date of signing of the contract. In which 30 months will constitute of the technical activities and at least 6 months for Water Resources Classes, Reserve and RQOs gazetting process. Payment for work done on this assignment will be made against deliverables based on agreed sub-tasks and disbursements. A clear plan of the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable as well as disbursements will

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be required to allow DWS to comprehensively assess the work done on each study task. A summarized Study Progress Report as well as a complete portfolio of evidence for all the deliverables claimed for shall accompany each invoice submitted for payment.

10. FURTHER INFORMATION

For technical enquiries contact Ms Lebogang Matlala or Ms Esther Lekalake for water resources classification and Resource Quality Objectives: 012 336 6707/8671 or, email: MatlalaL@dws.gov.za / LekalakeE@dws.gov.za

Mr Yakeen Atwaru or Ms Ms Joyce Machaba for Reserve on the following contact: 012 336 7816/8693, Atwaruy@dws.gov.za / MachabaJ@dws.gov.za.

For all Supply Chain Management related enquiries, please contact Mr Patrick Mabasa on the number 012 336 7518 or email mabasap@dws.gov.za.