



## **water & sanitation**

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

DW106

### **REQUEST FOR BID**

**PROFESSIONAL SERVICE PROVIDERS (PSP) TO INVESTIGATE GROUNDWATER AND  
SURFACE WATER INTERACTION FOR PROTECTION OF THE WATER RESOURCES  
IN THE LOWER VAAL CATCHMENT**

**BID NUMBER WP11380**

**ISSUE DATE:**

**18 - MAY - 2021**

**CLOSING DATE AND TIME:**

**22 JUNE 2021 at 11H00**

**SUBMIT TENDER DOCUMENT**

**TO**

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

**OR**

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

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

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

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11380	CLOSING DATE:	22 - JUNE- 2021	CLOSING TIME:	11H00
DESCRIPTION	<b>PROFESSIONAL SERVICE PROVIDERS (PSP) TO INVESTIGATE GROUNDWATER AND SURFACE WATER INTERACTION FOR PROTECTION OF THE WATER RESOURCES IN THE LOWER VAAL CATCHMENT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
157 FRANCIS BAARD & BOSMAN STREET,ZWAMADAKA BUILDING,PRETORIA,0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mogabodi Mabusela		CONTACT PERSON	Kwazikwakhe Majola	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 7105	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	majolak@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ 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 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

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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:

.....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Jeyrel:\Mdk416-SBD2 tax clearance

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: WP11380
CLOSING TIME 11:00	CLOSING DATE: 22-JUNE-2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

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

Name of Bidder: .....

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

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

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

\*[DELETE IF NOT APPLICABLE]

## DECLARATION OF INTEREST

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

- The bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:.....

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

<sup>1</sup>"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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



Name of state institution at which you or the person  
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

YES / NO

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

YES / NO

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

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

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

YES / NO

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** Preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to 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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

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

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

### 3. POINTS AWARDED FOR PRICE

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

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

##### 80/20

Error! Objects cannot be created from editing field codes.  
Where

Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

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

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

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

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of

that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

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

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



CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

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

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

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

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

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## **General Conditions of Contract**

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

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

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

## **2. Application.**

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

## **3. General**

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



#### **4. Standards**

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

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

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

#### **6. Patent rights.**

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

#### **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

## **14. Spare parts**

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

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

### **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.

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

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

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

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

- (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

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

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



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

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

Js GCC (revised July 2010)

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

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.

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

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

For and on behalf of the Bidder:

.....

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

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

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

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

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

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

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

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

**PROFESSIONAL SERVICE PROVIDERS (PSP) TO INVESTIGATE GROUNDWATER AND  
SURFACE WATER INTERACTION FOR PROTECTION OF THE WATER RESOURCES  
IN THE LOWER VAAL CATCHMENT.**

**WP11380**

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

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

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

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



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

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

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

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

Name:.....

Position:.....

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



## **water & sanitation**

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

### **DEPARTMENT OF WATER AND SANITATION**

#### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) TO INVESTIGATE GROUNDWATER AND SURFACE WATER INTERACTION FOR PROTECTION OF THE WATER RESOURCES IN THE LOWER VAAL CATCHMENT**

2021

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**CHIEF DIRECTORATE: WATER ECOSYSTEMS**  
**DIRECTORATE: RESERVE DETERMINATION**  
**DEPARTMENT OF WATER AND SANITATION**  
Private Bag X313  
PRETORIA 0001  
REPUBLIC OF SOUTH AFRICA

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## **1. INTRODUCTION**

### **1.1 BACKGROUND**

The National Water Act (Act No. 36 of 1998) (NWA) is founded on the principle that National Government has the overall responsibility for and authority over water resource management for the benefit of the public without seriously affecting the functioning of the natural environment. Chapter 3 (parts 1, 2 and 3) of the NWA introduces series of measures which together are intended to protect all water resources.

The Chief Directorate: Water Ecosystems (CD: WE) is tasked with the responsibility to co-ordinate all Reserve determination studies which have priority over other uses in terms of the NWA, and are determined before water use license applications are to be processed, particularly in stressed catchments and over utilised catchments. The Directorate: Reserve Determination (D: RD) in conjunction with the Directorate: Water Resource Classification (D: WRC) have a mandate to protect and classify water resources.

This study intends to determine if there is groundwater and surface water interaction, and come up with protection zoning as part of the recommendations to prevent the disturbance of the ecological integrity if groundwater and surface water interaction occurs. Currently the Groundwater Resource Directed Measures (GRDM) methodology is used to determine the groundwater component of the Reserve. These ToRs seek to appoint a Professional Service Provider (PSP) to carry out a study on groundwater and surface water interaction in the Lower Vaal Catchment (LVC) previously referred to as Water Management Area (WMA) 10.

### **1.2 OVERVIEW OF THE STUDY AREA**

The LVC lies in the north western parts of South Africa and borders Botswana in the north. It covers the north eastern part of the Northern Cape Province, the western part of North West Province and a small portion of the northern part of the Free State Province. The LVC is divided into three sub-catchments; Molopo, Harts and Vaal (downstream of Bloemhof). The tertiary drainage regions in the study area include C31, C32 C33, C91, C92, D41 (excluding D41A), D73A, portions of D42C, D42D, D73B-D73E. Major towns in the LVC are Kimberley, Lichtenburg, Kuruman, Vryburg and Postmasburg. The main land uses in the area are agriculture (stock farming) and mining.

#### *1.2.1 Surface water system*

Major rivers in the study area include Molopo, Harts, Vaal, Dry Harts and Kuruman. Molopo River forms a boundary between South Africa and Botswana. The major rivers are perennial and most of their tributaries are non-perennial. The main source of surface water in the LVC is the Vaal River which flows from the Upper and Middle Vaal catchments then into the LVC. The main dams in the LVC are Wentzel, Taung, Spitskop, Vaalharts Weir, Douglas Weir and Bloemhof. The only pan in the area is Barbaspan and it is located in the Harts sub-catchment.



### *1.2.2 Geology*

The northern and western part, which corresponds with the catchment of the Molopo River, is largely underlain by sedimentary formations and covered by Kalahari sands. A large portion of the central and north-east corner of area is underlain by the Transvaal Supergroup consisting of the dolomite, chert and subordinate limestone. Rich diamond bearing intrusions occur near Kimberly with alluvial diamonds found in the vicinity of Bloemhof. Iron ore and a variety of other minerals are found in the central to south-western parts of the area (DWAF, 2004)

### *1.2.3 Groundwater*

Groundwater consumption is of major importance in the area and constitutes the only source of water over much of the area. Groundwater is essentially used for rural domestic use, water supply to several towns, irrigation, stock watering, mining and agriculture (DWAF, 2003). The Kuruman eye is located in the Molopo sub-catchment and it is a major source of water supply in the Kuruman area. Large dolomitic aquifers occur in the uppermost reaches of the Harts River and Molopo River. Localised over-exploitation of groundwater due to excessive use for irrigation occurs in some areas. Much of the groundwater abstraction in the Molopo sub-area is in the vicinity of dry sandy riverbeds. With a substantial part of the recharge of groundwater assumed to be from these watercourses, concern exists about the impacts of upstream farm dams along the watercourses, on the sustainable yield from groundwater. Major de-watering of groundwater aquifers for mining purposes occurs at Sishen (DWAF, 2003).

### *1.2.4 Geohydrology*

The main aquifers in the area are dolomitic aquifers, they occur in the uppermost reaches of the Harts River and Molopo River, they extend north and eastwards into the Crocodile (West) and Marico, Upper Vaal and Middle Vaal WMAs. According to DWAF (2004), there are three aquifer types present in the WMA: Intergranular and fractured, karstic and fractured. The ability of granite and gneiss units to host groundwater is enhanced by the presence of fractures and dykes and the associated weathering. Solution cavities in dolomitic rocks of the Ghaap Group and Chuniespoort group often develop in association with diabase dykes and faults, contain large quantities of exploitable groundwater. Joints and fractures in the Volop quartzite and the whole of the Postmasburg Group can be targeted for boreholes. Generally, yields range from 2 l/s to 5 l/s except in the Dwyka and Ecca sediments associated with fractures and intrusions where yields vary between 0.1 l/s and 0.5 l/s. The groundwater level in the area ranges from 8 to 20 meters below ground level.

## **2. MOTIVATION**

The need for groundwater and surface water interaction studies has been emphasised in the feasibility study by DWA (2007). The study approached the issue of policy development through the protection of aquifer dependent ecosystems in South Africa. Groundwater and surface water interaction studies for the LVC have also been highlighted in chapter 5 of the the National Water Resource Strategy II (NWRSII).The need to undertake detailed

groundwater and surface water interaction studies became apparent due to the need to understand the groundwater flow, levels, quality and quantity when determining the Reserve in order to protect the resource. The results will assist the DWS to make appropriate decisions regarding the authorisation of future water use and if possible, improve the state of the water resources.

It has become imperative through the application of GRDM that it is necessary to protect the zone where there is definite groundwater and surface water interaction. The GRDM methodology was a project initiated through the Water Research Commission (WRC) and was approved for publication in 2012.

### **3. SCOPE OF WORK**

#### **3.1 PROJECT INCEPTION**

This phase provides the PSP and Department of Water and Sanitation (DWS) with the opportunity to have a common understanding of the project objectives. 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 study. The inception phase includes the definition of the role-players, project scope, interfacing with other initiatives and the study budget.

#### **3.2 REVIEW OF 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 groundwater and surface water interaction, will be reviewed. This task therefore includes the following:

- Conduct a literature search and obtain data from databases (e.g. National Groundwater Archive, Groundwater Resource Assessment II):
  - Population census and sources of water;
  - Locality and extent of the study area, including quaternary catchments and catchment areas including maps;
  - Land use map (incl. urban, agricultural, forestry, mining, industry);
  - Water resources including dams, inter-basin transfer schemes and groundwater.
  - Boreholes and borehole characteristics (depth, yield, construction.). Include map(s);
  - Historical flow data from different springs/eyes.
- Conduct a hydrocensus (i.e. visit water resource management institutions, landowners, etc. to gather data and information) which amongst others includes:
  - Conservation and protected areas. Include a map(s);

- Groundwater and surface water quality status;
- Sources and potential sources of groundwater and surface water contamination; and
- Known incidences of groundwater contamination in a catchment.
- Conduct a typical geohydrological resource assessment for the following aspects:
  - Conceptual geohydrological model of the study area including water balance;
  - Quantification of the recharge, baseflow, stress index, status category;
  - Aquifer types (primary-secondary-dolomitic). Include a map(s);
  - Hydraulic characteristics and range of parameters (transitivity, hydraulic conductivity and storativity).

### **3.3 DETERMINATION OF GW-SW INTERACTION (QUANTIFICATION OF THE EWR)**

The main aim of the project is to undertake a groundwater-surface water interaction study using applicable methods to determine a protection zone in the LVC. The study will be conducted in accordance with the updated GRDM (2012) methodology and other relevant methods. The groundwater and surface water interaction study in the LVC shall consist of the following objectives:

- Investigate the quantity and quality of groundwater and that part of groundwater baseflow that may support the surface water;
- Provide groundwater levels and depth to groundwater, groundwater level contour map and hydraulic gradient, typical seasonal and annual fluctuations of groundwater levels, especially in the vicinity of surface water bodies;
- Determine any relationships that may exist between groundwater and surface water so as to determine their interaction;
  - Based on the above, determine groundwater protection zones.
- Description of the geohydrological and conceptual model of aquifer systems within the study area;
- Describe the status of the identified water resources with reference to:
  - Observed impacts due to abstraction (water use), impacts on groundwater and surface water quality;
- Assist in the compilation of the monitoring programmes for the surface and groundwater resources of the study area;
- Clearly delineated protection zones must be produced on maps (e.g. A0 size). Additionally, recommend the suitable buffer.

### **3.4 COMMUNICATION AND LIAISON**

The study will be carried out under the guidance of a Project Management Committee comprising of representatives from the Client, Project Management team and the technical team. The PSP's technical team shall submit written progress reports to members of the PMC at least fourteen days before the PMC meeting date. As a guide, the PSP should plan for reporting at approximately six PMC meetings and three PSC meetings over a 24 month study period. Participation by the technical team leaders in 4 other ad-hoc meetings should also be considered when the need arises. The scope of the communication and liaison services to be provided by the PSP will include, but not limited to the following:

- Coordination of project management meetings;
- Coordination of project steering committee meeting;
- Secretarial services;
- Technical Task Team meetings.

### **3.5 REPORTING**

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

- Ensure co-ordination between and integration of the activities of the PSPs technical teams during the groundwater and surface water interaction studies and align the study to the primary objectives of the project.
- Establish and maintain a project file with all correspondence related to the project. On completion of the assignment the complete filing system with all the relevant documentation to be transferred to the Department.
- Progress reports (milestones) must be submitted monthly and technical reports on a quarterly basis to the Client. 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 and cash flow estimates;
- Reporting on the significant findings, outcomes and corrective actions taken in respect of the work programme;
- Ensure that a complete record of proceedings of the project meetings is maintained and appropriately archived;
- Technical progress reports should be provided after each defined deliverable. These reports shall describe the procedures and methodologies followed and the results achieved. The letter shall be prepared and submitted to the Client according to the milestone programme. These reports will be used as supporting documents to write the main study report.
- Any spatial data used or developed should be made available to the Department in an agreed format.

### 3.6 CAPACITY BUILDING

In terms of building capacity and ensuring skills transfer in the DWS, the PSP must establish a capacity building programme aligned to the skills development needs of identified officials responsible for water resources management in the study area. Capacity building can be realised through the following mechanisms, namely:

- Participation of relevant DWS officials (CD: WE, CD: IWRP, CD: WRIM, CD: WUA, Northern Cape Regional Office) to ensure active sharing of ideas and contribute to the broadening of the CD: WE skills base by being intensively involved in the running of the project. Hands on practical training with associated deliverables and exercises is required;
- The DWS will second officials to be included in the project team composition as trainees during the different phases of the project. This is done in order to achieve the departmental objectives of skills transfer. Details of the secondment will be provided at the inception meeting;
- The Project Manager, together with the specialists, shall develop a capacity building programme as part of the inception report. This programme should include specific quantifiable measures to ensure capacity building takes place throughout the project;
- The capacity building aspects relative to this study includes, but not limited to, data analysis and interpretation, quantification of recharge, groundwater flow assessment, groundwater-surface water interaction assessment, groundwater quantity and quality protection zoning, baseflow analysis and introductory groundwater modelling (conceptual, numerical, etc.);
- Training manuals (both electronic and paper) should form part of the capacity building exercises;
- Local specialists and stakeholders (e.g. Local Authority, Environmental Groups, etc.) will be involved in the project. Through their participation in Project Steering Committee (PSC) meetings, these groups must develop an understanding of water resource protection. This will also assist in the enhancement of understanding the concepts of Integrated Water Resource Management (IWRM) and sustainable development.

### 4. DELIVERABLES

The table below provides a guideline of tasks and deliverables required for the study but is not all inclusive.

Component	Deliverables
<b>Project Inception</b>	<ul style="list-style-type: none"> <li>• Inception Report</li> <li>• Integrated work programme</li> <li>• Capacity Building and mentorship programme</li> <li>• Monthly expenditure projections</li> </ul>
<b>Information and Data Gathering</b>	<ul style="list-style-type: none"> <li>• Report detailing typical geohydrological resource assessment analysis and recommendations to address outstanding data requirements</li> <li>• Report on identified possible areas where GW-SW interaction may occur.</li> <li>• Consideration of other related studies in the catchment and/or any relevant data that can aid in producing the results and improving the confidence level of the study results.</li> <li>• Maps and spatial data or any other electronic data in a suitable format.</li> </ul>
<b>Determination of GW and SW Interaction (Quantification of the EWR)</b>	Determine any relationship between groundwater and surface water through GRDM methodology and any other existing methods
	Report on the seasonal changes in the quantity and quality of groundwater and surface water resource.
	Report on GW-SW interaction and come up with protection zones
<b>Communication and Liaison</b>	<ul style="list-style-type: none"> <li>• Schedule of meetings</li> <li>• Meeting documentation (PMC and PSC)</li> <li>• Project progress report</li> </ul>
<b>Capacity Building</b>	<ul style="list-style-type: none"> <li>• Detailed programme</li> <li>• Progress reports during study execution</li> <li>• Training manuals (both electronic and paper) should be made available</li> </ul>
<b>Study management and co-ordination</b>	<ul style="list-style-type: none"> <li>• Arranging and taking minutes of Project Steering Committee meeting and Technical Task Group Meetings</li> <li>• Minutes of Project Management Committee meetings</li> <li>• Main report and all other technical reports</li> <li>• Close out report and keep records</li> <li>• Invoicing per deliverable and progress reports</li> <li>• Electronic information and data</li> </ul>

The tabulated deliverables should indicate the time frames reasonable to meet the deadlines and expected time lines of the project life cycle.

## **5. PSP TEAM COMPOSITION**

It is advised that the PSP team consists of individuals that are qualified and experienced in integrated water resource management and protection.

## **6. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS**

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

1. A detailed understanding of the Terms of Reference (TOR) for the project;
2. A work breakdown structure containing a list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the team members;
3. Proposed Project Schedule in a Gantt format;
4. A list of deliverables i.e. reports, data and electronic copies;
5. Proposed project team, team leader and availability of the individual consultant team members. Submission of curricula vitae are required of all persons whom the bidder proposes to in executing the tasks as well as the original tax clearance of each team member;
6. Reasonable cost estimates (ceiling price) for the project, including VAT. The overall cost of the project must also include the escalations, making it an all inclusive budget; and
7. The Employment Equity Policy of the consultant firm.

**The written project proposal will be evaluated on the following criteria:**

- Past Experience on 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;
- Methodology considers the responsiveness to the Terms of Reference (ToR), the level of detail in the proposal, attention to project management and innovative approaches and ideas;
- A description of how skills will be transferred to meet the developmental needs of individuals in the Department;
- It is considered more important in the smaller projects to build capacity and promote Small Micro Medium Enterprise's (SMME's);
- Proportionate to the participation rate that is proposed. Again gender and disability needs to be taken account of;
- Study budget and cost should be based on deliverables received and approved. The budget shall contain sufficient detail to allow expenditure to be monitored in relation to the progress. The budget will be submitted as a separate document, but should be tied to the proposed programme of the work; and

- Team Capability considers the technical and professional skills of the project team, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed).

## **7. PROJECT MANAGEMENT ARRANGEMENTS**

### **7.1 PROJECT MANAGEMENT COMMITTEE**

The Project Management Committee will comprise of individuals from Chief Directorate: Water Ecosystems, other DWS Directorates, Regional Offices, Proto Catchment Management Agencies as well as the PSP/s and other relevant stakeholders.

### **7.2 DATA OWNERSHIP**

All maps, drawings, reports, data, calculations, manuals and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof. Copyright of all the above mentioned documents vests with the Client. The ownership of data and factual information collected by the PSP and paid for by the Client shall, after payment by the Client, lie with the Client. The format in which the data is to be provided to the client should be in accordance with the departmental requirements.

### **7.3 CONTRACT AND INVOICES**

The project timeframe is 24 months from the date of signing of the contract. The PSP will be required to submit invoices per deliverable and all payments will be made upon signed deliverables being completed.

## **8. EXTERNAL REVIEWER**

The PSP's will appoint independent external reviewers to assist with the final review of all the deliverables of the study. The cost incurred will be to the PSP's and must be incorporated in the proposal budget. The review must take place as set out in the inception report and as agreed by the Project Management Committee. The review must have a clear section that summarises the technical improvement, recommendations and the reasons. Review will be discussed at the PMC meetings. Review of the identified main deliverable reports will be done throughout the project and as final reports are produced. The report from the external reviewer should be submitted to the project manager.



## 9. EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2011, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A four phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

### Phase 1: Pre-Qualification Criteria

### Phase 2: Administrative

### Phase 3: Functional / Technical Evaluation

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

(80/20 Preferential System)

## PHASE 1:

### PREQUALIFICATION CRITERIA

-Only bidders who are EME or QSE Enterprises will be considered for this bid

NB: Bidders who do not qualify with the prequalification 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, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		

**PHASE 3:****FUNCTIONAL / TECHNICAL EVALUATION**

Only bidders who obtain at least 65% under Functional / Technical Evaluation will be considered for further evaluation.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
<b>Team capability/ Qualifications/ Expertise and Experience of personnel</b>	<p>Considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge of relevant and proven conceptual abilities (supported by other client references if needed). Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix. Also Attach a certificate of affiliation, e.g. SACNASP.</p> <p>Expertise and qualifications are needed in each of the following study components:</p> <ol style="list-style-type: none"> <li>1. Hydrology;</li> <li>2. Hydrogeology;</li> <li>3. Water resource modelling and decision analysis;</li> <li>4. Geographic Information System (GIS); and</li> <li>5. Ecology/ Geomorphology.</li> </ol> <p>All 5 key personnel with qualifications listed above must be included and should have relevant past experience.</p> <p>Experience of personnel refers to previous relevant projects and overall track record of the five key personnel. It should be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.</p> <p>Listing of client references indicating the following:</p> <ul style="list-style-type: none"> <li>• A minimum of two (2) contactable references; and</li> <li>• The services rendered and the duration of the project (attach a certificate / Testimonial).</li> </ul>		40%	

TERMS OF REFERENCE FOR THE LOWER VAAL GROUNDWATER AND SURFACE WATER INTERACTION STUDY

	Five key personnel with 3 years' experience and above	5		
	Four key personnel with 3 years' experience and above	4		
	Three key personnel with 3 years' experience and above	3		
	Two key personnel with 3 years' experience and above	2		
	One key personnel with 3 years' experience and above	1		
<b>Skills transfer</b>	<p>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.</p> <p>Capacity building is realised through the following:</p> <ol style="list-style-type: none"> <li>1. Hand on practical training including field work;</li> <li>2. Inclusion of DWS officials in all phases of the project;</li> <li>3. Develop a capacity building programme with quantifiable measures;</li> <li>4. Relevant software training and training manuals; and</li> <li>5. Inclusion of local specialists and stakeholders.</li> <li>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.</li> </ol>		20%	
	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		

TERMS OF REFERENCE FOR THE LOWER VAAL GROUNDWATER AND SURFACE WATER INTERACTION STUDY

	Any 2 items above included.	1		
<b>Methodology</b>	The methodology will be evaluated on the following:  1. Responsiveness to the Terms of Reference; 2. Level of detail to the proposal; 3. Presentation of the project management strategy; 4. Innovative approaches and ideas; and 5. Applicability of the methodologies in water resource management.		40%	
	All 5 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		
<b>TOTAL</b>			<b>100%</b>	

**PHASE 4:**

**THE 80/20 PRINCIPLE BASED ON PRICE AND BBBEE STATUS LEVEL CONTRIBUTOR.**

The 80/20 Preferential Procurement System will be used in evaluating these bids:

<b>Evaluation element</b>	<b>Weighting (Points)</b>
B-BBEE	20
PRICE	80
<b>Total</b>	<b>100</b>

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

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

Conditions:

- Bidders are kindly requested to submit two copies plus the original.
- Bidders are requested to provide a clear agreement regarding joint venture (JV)/consortia where applicable. The percentage involvement of each company in the joint venture should be indicated. A B-BBEE Single Certificate will be presented in an event of a JV being formed for this specific project.
- Bidders are requested to include HDI participation which promotes the participation (in terms of direct project involvement and fees earned) of Historical Disadvantaged Individuals (HDI's).

## 10. BRIEFING SESSION AND ENQUIRIES

- Due to the COVID restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.
- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website [www.dwa.gov.za](http://www.dwa.gov.za).

The contacts listed below will be attending to all questions.

For further information contact Ms. Lerato Molokomme, or Mr. Kwazikwakhe Majola or Mr. Yakeen Atwaru on the following numbers: 012 336 8073, or 012 336 7105 and 012 336 7816 or email: [molokomme@dw.gov.za](mailto:molokomme@dw.gov.za) or [majolak@dw.gov.za](mailto:majolak@dw.gov.za) or [atwaruy@dw.gov.za](mailto:atwaruy@dw.gov.za) respectively.

**For Supply Chain Management enquires contact:** Mr. Patrick Mabasa, (012) 336 7518  
Email: [MabasaP@dw.gov.za](mailto:MabasaP@dw.gov.za)