



## **water & sanitation**

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

### **REQUEST FOR BID**

**WP11387**

### **CLASSIFICATION OF SIGNIFICANT WATER RESOURCES AND DETERMINATION OF RESOURCE QUALITY OBJECTIVES FOR WATER RESOURCE IN THE USUTU TO MHLATHUZE CATCHMENTS**

**ISSUE DATE:**

**08 JUNE 2021**

**CLOSING DATE AND TIME**

**09 JULY 2021 at 11H00**

### **SUBMIT TENDER DOCUMENT**

**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

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

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11387	CLOSING DATE:	09 JULY 2021	CLOSING TIME:	11:00
DESCRIPTION	CLASSIFICATION OF SIGNIFICANT WATER RESOURCES AND DETERMINATION OF RESOURCE QUALITY OBJECTIVES FOR WATER RESOURCE IN THE USUTU TO MHLATHUZE CATCHMENTS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
TENDER BOX AT ZWAMADAKA BUILDING, 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Zelda Phiri		CONTACT PERSON	Matlala Lebogang	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	012 336 6707	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	phiriz@dws.gov.za		E-MAIL ADDRESS	matlala@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?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**PRICING SCHEDULE**

(Professional Services)

**CLASSIFICATION OF SIGNIFICANT WATER RESOURCES AND DETERMINATION OF  
RESOURCE QUALITY OBJECTIVES FOR WATER RESOURCE IN THE USUTU TO  
MHLATHUZE CATCHMENTS**NAME OF BIDDER: .....PROJECT NO: **WP11387**CLOSING TIME: **11:00 AM**CLOSING DATE: **09 JULY 2021**OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.**ITEM 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. PHASE ACCORDING TO WHICH THE PROJECT WILL BE  
COMPLETED, COST PER PHASE AND MAN-DAYS TO BE  
SPENT

..... R..... Days

..... R..... Days

..... R..... Days

- 3.1. Travel expense (specify, for example rate/km and total km, class  
Of air travel, etc.). Only actual costs are recoverable. Proof of the  
Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED  
AMOUNT

RATE

QUANTITY

.....

R..... R.....

.....

R..... R.....

.....

R..... R.....

TOTAL: R.....

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

- 3.2. Other expenses, for examples accommodation (specify, e.g. 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 INCURED	RATE	QUANTITY
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

TOTAL: R.....

4. Period required for commencement with project after  
Acceptance of bid

.....

5. Estimated man-days for completion of project

.....

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

7. If not firm price period, provide details of the basis on which  
Adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

**Any enquiries regarding bidding procedures may be directed to:**

Department: Department of Water and Sanitation

Contact Person: Zelda Phiri

Tel: 012 336 7954

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

**Any enquiries regarding technical information may be directed to:**

Contact Person: Lebogang Matlala

Tel: 012 336 8290

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

## DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number: .....

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

"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

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

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

Any other particulars:

.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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

2.11.1 If so, furnish particulars:



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

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

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

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.

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

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

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

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

<sup>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

# **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.**

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

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

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

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

## **2. Application.**

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

## **3. General**

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

#### **4. Standards**

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

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

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

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

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

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

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



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

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

## **9. Packing**

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

including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

## **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

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

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

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

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

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

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

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

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

Js GCC (revised July 2010)

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

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, 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):**



## 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:.....



**DEPARTMENT: WATER AND SANITATION**

**CLASSIFICATION OF SIGNIFICANT WATER RESOURCES AND  
DETERMINATION OF RESOURCE QUALITY OBJECTIVES FOR WATER  
RESOURCES IN THE USUTU TO MHLATHUZE CATCHMENTS**

## **TERMS OF REFERENCE**

**Directorate: Water Resource Classification  
Chief Directorate: Resource Directed Measures  
Department of Water and Sanitation  
Private Bag X313,  
Pretoria, 0001**

**Republic of South Africa**

**PROJECT NO:**

## **TABLE OF CONTENTS**

<b>1. INTRODUCTION</b>	<b>1</b>
1.1. Background	1-2
1.2. Study Area	2-3
1.3. Study Motivation	3-4
<b>2. AIMS AND OBJECTIVES OF THE PROJECT</b>	<b>4</b>
<b>3. SCOPE OF WORK / METHODOLOGY</b>	<b>4</b>
3.1. Project Inception	4-5
3.2. Water Resource Information and Data Gathering	5
3.3. Determination of the Water Resource Class and RQOs	5-6
3.4. Communication and Liaison	6-7
3.5. Reporting	7
3.6. Capacity Building	7-8
<b>4. DELIVERABLES</b>	<b>8-10</b>
<b>5. SERVICES TO BE PROVIDED BY THE DEPARTMENT</b>	<b>10</b>
<b>6. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS</b>	<b>11</b>
<b>7. EVALUATION SYSTEM</b>	<b>11-16</b>
7.1. Phase 1: Pre-qualification criteria	11
7.2. Phase 2: Administrative compliance	12
7.3. Phase 2: Mandatory compliance	12
7.4. Phase 3: Functional and technical evaluation	12
7.5. Phase 4: The 80/20 principle based on price and BBBEE status level	15
<b>8. PROJECT MANAGEMENT ARRANGEMENTS</b>	<b>16</b>
8.1. Project Management Committee	16
8.2. Project Manager	16
8.3. Data Ownership	16
8.4. Contract and Invoices	17
<b>9. BRIEFING SESSION AND FURTHER INFORMATION</b>	<b>17</b>

## **CLASSIFICATION OF SIGNIFICANT WATER RESOURCES AND DETERMINATION OF RESOURCE QUALITY OBJECTIVES FOR WATER RESOURCES IN THE USUTU TO MHLATHUZE CATCHMENTS**

### **1. INTRODUCTION**

#### **1.1 BACKGROUND**

Chapter 3 of the National Water Act, 1998 (Act 36 of 1998), "NWA", is devoted to the comprehensive protection of water resources. Protection involves the sustaining of a certain quantity and quality of water to maintain the overall ecological functioning of rivers, wetlands, groundwater and estuaries. This Chapter (parts 1, 2 and 3) of the NWA introduces series of measures which together are intended to protect all water resources. These measures include Classification, Quantification of the Reserve and Resource Quality Objectives (RQOs) for all or part of the water resources.

The Minister has under Section 12 (1) of the NWA prescribed a Water Resources Classification System (WRCS) by gazetting Regulations 810 through Government Gazette 33541 dated 17 September 2010. The WRCS prescribes steps that need to be taken to determine the water resource classes, resource quality objectives and the Reserve. The implementation of the WRCS therefore assesses the costs and benefits associated with utilization versus protection of a water resource.

The WRCS defines three categories of water resource classes, previously referred to as management classes. These categories give an indication of the extent of use of a water resource by taking into consideration the ecological, social and economic requirements depending on the water resource. The classification of water resources represents the first stage in the protection process and ultimately results in the determination of the quantity and quality of water required for ecosystem functioning as well as maintaining economic activity that relies on a particular water resource.

After determining water resource classes for a water resource, RQOs must be determined. The RQOs are numerical and/or narrative descriptive statements of conditions which should be met in the receiving water resource, to ensure protection and management of that the water resource. The purpose of the RQOs is to establish clear goals relating to the conditions that should be met in the relevant water resource. The NWA stipulates that in determining the RQOs a balance must be sought between the needs to protect and sustain the water resources, and the need to develop and use them. The RQOs are intended to give effect to the Class determined in each water resource. Chapter 3, Section 13(3) of the NWA stipulates "The RQOs may relate to-

- (a) the Reserve,
- (b) the in-stream flow,
- (c) the water level,
- (d) the presence and concentration of particular substances in the water,
- (e) the characteristics and quality of the water resource, in-stream and riparian habitat,

- (f) the characteristics and distribution of aquatic biota,
- (g) the regulation or prohibition of in-stream or land-based activities which may affect the quantity or quality of the water resource, and any other characteristic of the watercourse in question.

The Reserve is the water set aside for basic human needs and ecological water requirements. The Minister is required through the NWA to determine the Reserve for all or parts of the water resources. The Reserve considers both quality and quantity of water required for basic human needs and ecology.

Once determined, all the three aspects must be gazetted and implemented at catchment level.

## 1.2 STUDY AREA

The Usutu to Mhlathuze Catchments are situated in the Northern part of the KwaZulu-Natal province and also occupy the south-eastern corner of the Mpumalanga province (west of Swaziland). The Catchments border both Swaziland and Mozambique and share two major river systems (the Usutu and Pongola) with these countries. The catchments in the area are as follows:

- Mhlathuze,
- Mfolozi,
- Mkuze/Hluhluwe,
- Pongola,
- Usutu and Lake Sibaya.

These catchments are all mostly independent of each other and they all form part of the Usutu Basin, also referred to as the Maputo River Basin. The Usutu to Mhlathuze Catchments have been divided into 6 drainage areas, secondary catchment areas, which are:

- Mhlathuze, including all the W1 catchments;
- Umfolozi, including all the W2 catchments;
- Mkuze, including all the W3 catchments;
- Pongola, including all the W4 catchments and part of this catchment falls within Swaziland;
- Usutu, including all the W5 catchments and much of this catchment falls within Swaziland; and
- The W7 catchment which is unique in that its water resources are dominated by groundwater.

The Mbuluzi secondary catchment, W6, is part of the Usutu to Mhlathuze WMA but it falls completely within Swaziland and Mozambique. It is therefore not included as part of this study because it does not contribute to the Pongola and Usutu river system.

The primary rivers in the area are the:

- Mhlathuze, Matigulu and Mlalazi Rivers which are in W1;
- Mfolozi River in W2;
- Pongola and Bivane Rivers in W4; and
- Assegaai, Usutu, Mpuluzi and Hlelo Rivers in W5

The main contributors to the local economy are manufacturing, mining, agriculture and transport. Land use includes commercial agriculture irrigated crops, mostly sugarcane and citrus, dry land sugarcane, and farm dams that support irrigation. Afforestation exists in the upper parts of most catchments, communal lands supporting cattle and subsistence farming. The area also has conservation and ecotourism, with several nature reserves including Hluhluwe, Mfolozi, Mkuze, St Lucia, Sodwana and Itala. In addition, Lake St Lucia is a proclaimed World Heritage site, also forming part of the key economic sectors within the area. Key industries in the area include pulp and paper manufacturing and aluminium smelting, dune mining of titanium and other heavy metals. The manufacturing sector is linked to railway infrastructure with a harbour at Richards bay (the largest coal exporting terminal).

Main towns include Richards Bay, Mtunzini, Ulundi, St Lucia, Vryheid, Paulpietersburg, Piet Retief, Amsterdam, Hluhluwe, St Lucia and Mkuze, Jozini and Pongola. Larger dams in the area include the Klipfontein Dam on the upper reaches of White Mfolozi River, Goedertrouw, Hluhluwe, Bivane and Pongolapoort. There are also a number of transfer schemes in the area, namely the Usutu (providing water for the cooling of coal-fired power generation plants in the Vaal and Olifants systems), Thukela-Mhlathuze, Mfolozi-Mhlathuze and Senekal Trust Transfer.

### **1.3 STUDY MOTIVATION**

The Usutu to Mhlathuze catchments are amongst many water stressed catchments in South Africa. These catchment areas are important for conservation and contain a number of protected areas, natural heritage sites, cultural and historic sites and other conservation areas that need to be protected. There are six RAMSAR sites (i.e Ndumo Game Reserve) within the catchment which include the world heritage site, St. Lucia.

Since the promulgation of the prescribed WRCS in September 2010, the DWS has progressively embarked on the classification of significant water resources in the country. The Usutu to Mhlathuze WMA has been prioritised for implementation of the classification system in order to determine appropriate Water Resource Classes and RQOs to facilitate the sustainable use of the water resources without impacting negatively on their ecological integrity. Different levels of Reserve (Comprehensive, Intermediate or Rapid III) are currently being applied in different water resources within the Usutu to Mhlathuze study area as part of a Reserve Determination study and the classification process is to utilize the outcomes of this Reserve study to avoid duplication of efforts. However, very limited stakeholder consultation was conducted in the Reserve project and the Classification process will conduct full stakeholder engagement.

The classification of the significant water resources and the determination of RQOs will guide the management of this area in order to meet the departmental objectives of maintaining, and improving the Present Ecological State (PES) of the water resources. Furthermore, the continued economic growth and development in the area requires an assured water supply in line with DWS's policy on water for growth and development. As such, current updates in planning processes are taking environmental flow requirements into consideration in the development and implementation of reconciliation and augmentation strategies.

The outcomes of the project will be gazetted Water Resource Classes for each Integrated Unit of Analysis (IUA) and the RQOs template, and together, these aspects will identify the minimum state of health related to an acceptable level of ecological functioning to enable the water resources to provide the goods and services upon which society and the economy depend.

## **2. AIMS AND OBJECTIVES OF THE PROJECT**

The aim of the project is two-fold:

- i. To implement the WRCS, as required in Regulation 810 in Government Gazette 33541, to classify all significant water resources; and
- ii. To determine Resource Quality Objectives (RQOs) using the Department of Water and Sanitation 'Procedures to Determine and Implement Resource Quality Objectives' in the Usutu to Mhlathuze WMA.

The WRCS and RQOs documentation/procedures can be sourced from DWS Head Office or can be downloaded from DWS internet, <http://www.dwaf.gov.za/Documents/Policies/WRPP/default.htm>.

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

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

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

## **3. SCOPE OF WORK / METHODOLOGY**

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

### **3.1 PROJECT INCEPTION**

The primary purpose of this phase is to allow the scope of work to be clearly defined from the onset. The inception phase is intended to provide the opportunity for the identification, assessment and interpretation of the nature and scope of the project and to document all the relevant information available to support the determination of the



water resource classes and RQOs within the study area. The inception task must include:

- the definition of the role-players,
- project scope,
- interfacing with other initiatives and the study budget.
- Identification of the potential IUAs;
- Stakeholder engagement plan;
- Capacity building and mentorship plan.

### **3.2 WATER RESOURCE INFORMATION AND DATA GATHERING**

In this task, the existing literature, reports, models, maps, aerial photographs and any other relevant information for the study area, that are supportive to the determination of the Classes and RQOs, must be reviewed. This project will build from existing studies undertaken in the study area. It is expected that this task be run concurrently with the inception phase as the outcome of the information gap analysis will guide the rest of the project programme. This task therefore includes the following:

- List available water resource models and evaluate their applicability in this study.
- Review and analyse the gap analysis report prepared by the Department and compile recommendations on how to address issues relating to information and data gaps. Review all previous studies undertaken for the Usutu to Mhlathuze Catchments, including water resource planning, Reserve determinations, water quality, socio-economic, augmentation and reconciliation strategies, River Health programme and implementation plans. This task will also include the sourcing of models that are currently being used for water quantity and quality modeling.

### **3.3 DETERMINATION OF THE WATER RESOURCE CLASS AND RQOS**

This task forms the major component of the study and will result in the Water Resource Classes and RQOs determined for the significant water resources, using the appropriate guidelines. The procedure of determining the Class and RQOs must adhere to Regulation 810 of Government Gazette 33541 dated 17 September 2010. This task will include:

- The status quo assessment of the study areas, valuation of water resources, present ecological assessment, ecological water requirements determination and related flows at each node - bearing in mind that where there is no available data, the data is deemed inadequate, or data/information is outdated, it may be necessary to collect data;
- Robust stakeholder engagement on the determination of appropriate scenarios representing the vision of the catchments;
- Development of a Decision Support System to evaluate socio-economic and ecological consequences;
- Modelling of identified scenarios to determine practicability of their implementation;
- Evaluation of scenarios by stakeholders, the outcome of which, will result in the final Water Resource Class to be recommended for each IUA in the study area;

- Ensuring the prioritization of delineated resource units for RQO determination, selecting indicators for monitoring and proposing the direction of change using tools that are documented;
- Population of an integrated template containing the required information to allow the Minister or her delegated authority to approve the water resource classes and the associated RQOs;
- Ensuring that the findings (socio-economic and ecological) are documented in a format that can be used by the Department to support the determination of the class, and RQOs;
- Population of the template containing the required information to allow the Minister or her delegated authority to approve the Classes and RQOs determined.
- The final report should also contain information on the capacity building programme undertaken and the skills transfer to Chief Directorate: Resource Directed Measures.

### **3.4 COMMUNICATION AND LIAISON**

The process of classifying water resources and RQOs is underpinned by a robust stakeholder engagement process as required in Regions 810. Stakeholder and public consultation process should take place throughout the duration of the project. The appointed PSP should budget and make provision for a stakeholder engagement plan to engage with stakeholders throughout the duration of the project. A register of all stakeholders that need to be consulted should be compiled and a database should be created to capture all the comments received during the project. The scope of the communication and liaison services to be provided by the PSP will include, but not be limited to the following:

- Consolidated stakeholder database. The stakeholder database of the Reserve study can be used as an initial source.
- Establishment, in consultation with the Client, of appropriate institutional arrangements to facilitate the progress of the project
- Sectoral Meetings/Workshops (Minimum of 1 per sector)
- Project Management Committee (PMC): these meetings should be held on a quarterly basis. This committee will be comprised of relevant Departmental officials, Inkomati Usuthu Catchment Management Agency (IUCMA) officials and the PSP team; these officials will be identified by the DWS project manager;
- Project Steering Committee (PSC): a minimum of 5 meetings throughout the project period. The PSC will be comprised of members from various sectors with interest in the project; their role is to provide strategic direction and guidance on the study process and tasks; they also serve as representatives of their stakeholder bodies and organisations and are therefore expected to report back to their organisations on an ongoing basis regarding the study decisions and results;

- Broad/public stakeholder meetings in the study area (minimum of 2 at two central venues);
- Reference group meetings with specialist task teams
- Implementation/Technical Task Team meetings (minimum of 3)
- Consolidated issues and response reports

### **3.5 REPORTING**

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

- Monthly Progress reports required to properly inform the Client shall be compiled by the PSP and should document:
  - The progress of work against the programme;
  - Actual expenditure against cash flow estimates;
  - Significant findings and outcomes thereof;
  - Corrective actions taken in respect of work programme and
  - Cash flow estimates;
- Ensure that a complete record of proceedings of the project meetings is maintained and appropriately documented.
- Technical progress reports should be provided after each defined deliverable in the form of an interim milestone report. These reports shall describe the procedures; methodologies followed; the results achieved and shall be prepared and submitted to the Client according to the milestone programme. These reports will be used as supporting documents towards the compilation of the main study report. The reports should be based on the seven steps of the Classification Process and shall include descriptions and motivations.
- The technical report should be provided after each defined deliverable and will need to be approved by the client.
- Report on study progress (financial, technical and human resources) at project management meetings and at other forums.

### **3.6 CAPACITY BUILDING**

In terms of building capacity and ensuring skills transfer within the DWS and the IUCMA, the PSP will establish a capacity building programme which will be approved by DWS that is aligned to the skills developmental needs of identified officials responsible for water resources management in the study area. During the inception phase, a capacity building framework must be established between DWS and the PSP containing the required learning areas that will ensure broadening of the skills base of identified officials. Capacity building will amongst others be realised through the participation of relevant DWS and IUCMA officials in the project so that they develop an understanding of water resource protection through the Classification and RQOs processes. This will also assist in the enhancement of their understanding of the concepts of integrated

water resource management and sustainable development; and active sharing of ideas. This will contribute to the broadening of the RDM skills base through participants being involved in the day to day running of the project.

In order to ensure skill transfer within the DWS, it is expected that capacity building be offered at 3 different levels, namely:

- mentorship programme,
- capacity building workshops and
- Stakeholder empowerment sessions.

The mentorship programme will be established by the PSPs in consultation with the department. This programme will be aligned to the skills and developmental needs of identified officials responsible for water resources management within the Usutu catchments. The mentorship programme must be designed in a way that will allow the mentee(s) to have scientific technical tasks and responsibilities whose output will feed into the overall technical milestones/deliverables of the project.

The capacity-building workshops will cater for a larger group and will consist of DWS and IUCMA officials. The workshops should provide an overview of the study, without going into specific details. The topics to be covered for such workshops will be finalised by the PSPs in consultation with the Department. The DWS and the IUCMA will second officials to be included in the project team composition as trainees. This is done in order to achieve the departmental objectives of skills transfer. Details of the secondment will be provided at the inception meeting.

Bidders are requested 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 and/or ECSA. The service provider will be expected to provide a list of interns together with their signed employment agreement within 14 days of receiving an appointment letter from the Department of Water and Sanitation.

Lastly, to build capacity of Small, Medium and Micro-sized Enterprises (SMME), the appointed PSP is expected to subcontract an emerging SMME to be part of the project.

#### 4. DELIVERABLES

The table below shows the tasks, deliverables and the estimated timeframe for the PSP to complete tasks and submit reports.

Component	Deliverables	*Estimated Timeframe (months)
Project Inception	• Inception Report.	5
	• Integrated work programme.	
	• Capacity building programme.	

ToR: Classification of Water Resources and Determination of Resource Quality Objectives in the Usutu to Mhlathuze Catchments

Component	Deliverables	*Estimated Timeframe (months)
Information and Data Gathering	<ul style="list-style-type: none"> <li>Mentorship Programme.</li> <li>Stakeholder engagement plan.</li> </ul>	16
	<ul style="list-style-type: none"> <li>Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements.</li> </ul>	
	<ul style="list-style-type: none"> <li>Inventory of current water resources models and their applicability</li> </ul>	
Determination of the Water Resource Class	<ul style="list-style-type: none"> <li>Report on the <i>status quo</i> of the significant water resources and the delineation of the RUs and IUAs.</li> </ul>	16
	<ul style="list-style-type: none"> <li>Report on socio-economic evaluation framework and analytical decision-analysis system.</li> </ul>	
	<ul style="list-style-type: none"> <li>Ecological Water Requirements Report.</li> </ul>	
	<ul style="list-style-type: none"> <li>Scenarios report.</li> </ul>	
	<ul style="list-style-type: none"> <li>Report on socio-economic and ecological consequences of scenarios</li> </ul>	
	<ul style="list-style-type: none"> <li>Conduct the stakeholder engagement process on the determined Water Resource Classes prior to gazetting</li> </ul>	
	<ul style="list-style-type: none"> <li>Consolidated stakeholder consultation report on the selected scenarios and proposed classes.</li> </ul>	
Determination of the RQOs	<ul style="list-style-type: none"> <li>Water Resource Classes per IUA submitted in a template for gazetting.</li> </ul>	16
	<ul style="list-style-type: none"> <li>Report on the prioritization and selecting of preliminary resource units for RQO determination.</li> </ul>	
	<ul style="list-style-type: none"> <li>Report on the prioritization of sub-components for RQO determination, select indicators for monitoring and propose the direction of change.</li> </ul>	
	<ul style="list-style-type: none"> <li>Draft RQOs and numerical limits report.</li> </ul>	
	<ul style="list-style-type: none"> <li>Stakeholder report on the agreed resource units, RQOs and numerical limits.</li> </ul>	
	<ul style="list-style-type: none"> <li>Plan for implementation/operationalisation of the Water Resource Classes and the RQOs. This should include the monitoring programme.</li> </ul>	
	<ul style="list-style-type: none"> <li>Conduct the stakeholder engagement process on the determined RQOs prior to gazetting</li> </ul>	
Gazetting process	<ul style="list-style-type: none"> <li>Resource Quality Objectives per RU submitted in a template for gazetting</li> </ul>	6
	<ul style="list-style-type: none"> <li>Facilitate the gazetting of Recommended Water Resource Classes per IUA and associated RQOs.</li> </ul>	
	<ul style="list-style-type: none"> <li>Address the comments received during the 60 days gazetting of the Water Resource Classes and RQOs</li> </ul>	

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

\*The estimated timeframe indicates the period during which a particular task should be carried out and the final report be submitted to the client. The PSP must expect at least two rounds of comments on a draft report and make changes before submitting the final report with the invoice. This is a deliverable base project therefore payment will be done when a report is considered final.

## 5. SERVICES TO BE PROVIDED BY THE DEPARTMENT

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

According to the Department's policy for the appointment of the PSP, the required participation rate for the Previously Disadvantaged Individuals (PDI) should be 50%, meaning that PDI should be 50% for workload distribution in hours and also 50% for financial distribution. It is also required for the PSP to provide in a table for activities, specialties, hours allocated and hourly rate. The table should be as follows:

Surname and Initials	Gender	Race	Specialty	Affiliation	Hourly Rate	No of hours allocated	Total Budget cost per individual

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

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

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

## **7. EVALUATION SYSTEM**

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

**Phase 3: Functional / Technical Evaluation**

**Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System)**

### **7.1 PHASE 1: PREQUALIFICATION CRITERIA**

The following bidders will be considered for this bid:

- Bidders with a BBEE status level of contributor Level 1
- Bidders with a BBEE status level of contributor Level 2
- Bidders who are EMEs
- Bidders who are QSEs

NB: Bidders who do not qualify with the prequalification criteria will be disqualified and not considered for phase 2.

### **7.2 PHASE 2: ADMINISTRATIVE COMPLIANCE**

Bidders are required to comply with all of the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign and submit SBD1, SBD3.2, SBD4, SBD6.1, SBD8 and SBD9		
4	General Conditions of Contract (GCC)		

#### 7.4 PHASE 3: FUNCTIONAL / TECHNICAL EVALUATION

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
<b>Qualifications of key personnel and Expertise</b>	Relevant qualifications of proposed project team leader. The project team leader should be a scientist or an engineer. The project leader should demonstrate knowledge of project management ( <i>Attach certified copies of academic qualifications and proof of registration with authorized/professional bodies such as ECSA and/or SACNASP, together with their 2 page Curriculum Vitae</i> )		30%	
	PHD/Master's Degree and above and proof of registration with authorised body.	5		
	Honours Degree and proof of registration with authorised body.	4		
	Bachelor's Degree and proof of registration with authorised body/Professional engineer.	3		
	B-Tech Degree and proof of registration with professional body/Technologist	2		
	National Diploma	1		
	Expertise and qualifications are needed from a project team members in each of the following study components: 1. Aquatic Ecology, 2. Hydrology, 3. Water quality, 4. Groundwater/Geohydrology, 5 Wetland specialist 6. Water Resource economics, 7. Water resource modelling and decision analysis, 8. Geomorphology, 9. Socio-economics, 10. Estuarine specialist, 11. Social science (stakeholder involvement and public participation), 12. Geographic			



ToR: Classification of Water Resources and Determination of Resource Quality Objectives in the Usutu to Mhlathuze Catchments

	Information System (GIS) and 13. Legal			
	All 13 items above should be included.	5		
	Items 1 to 12 should be included.	4		
	Item 1 to 11 should be included.	3		
	Item 1 to 10 should be included.	2		
	Any 6 items above should be included.	1		
<b>Experience of key personnel</b>	Past Experience for project team members refers to previous relevant experience in Water Resource Classification and setting of Resource Quality Objectives projects or related work in multidisciplinary projects and overall track record. Experience in Water Resource Classes and associated Resource Quality Objectives studies will be an added advantage. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services.		20%	
	10 years' experience and above	5		
	8 year experience	4		
	6 year experience	3		
	4 year experience	2		
	2 year experience	1		
<b>Company track record</b>	Contactable reference letters: Bidders must submit signed reference letters from previous clients/employer.  <b>Note that only completed projects will be accepted with a minimum value of R500 000.</b>  <ul style="list-style-type: none"> <li>Quality of work</li> <li>Relevant work experience</li> </ul>		5%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
<b>Methodology</b>	Considers the responsiveness to the ToR, the level of detail in the proposal, attention to project management and innovative approaches and ideas. General approach, planned methodology and proposed activities towards the undertaking of the project. The following items must be clearly indicated in detail: 1. Project Control Plan 2. Project Execution Plan		20%	

ToR: Classification of Water Resources and Determination of Resource Quality Objectives in the Usutu to Mhlathuze Catchments

	<p>3. Broad methodologies in line with the task descriptions outlined under project scope/ task description.</p> <p>4. Clear milestones, and timeframes for each task to be completed.</p> <p>5. Evaluation and supervision of work</p> <p>All 5 items above should be included. 5</p> <p>Item 2, 3, 4 and 5 should be included. 4</p> <p>Item 1, 2, 3 and 4 should be included. 3</p> <p>Item 1, 2 and 3 should be included 2</p> <p>Any 2 items above should be included 1</p>			
<b>Team capability</b>	<p>Considers:</p> <p>1. Technical skills of the project team i.e. ability to apply the knowledge of mathematics, science and engineering</p> <p>2. Professional skills of the project team i.e. ability to function in a multidisciplinary team, understanding professional and ethical responsibility and ability to communicate effectively. Knowledge necessary to understand the impact of engineering solutions in environmental, economic and societal context.</p> <p>3. Relevant regional (local) knowledge i.e. refers to the understandings, skills and philosophies developed by societies with long histories of interaction with their natural surroundings. For rural and indigenous peoples, local knowledge informs decision-making about fundamental aspects of day-to-day life (Service provider to include regional areas worked in previously for similar work in the experience criteria).</p> <p>4. Proven conceptual abilities (supported by other client references).</p> <p>All 4 items above should be included. 5</p> <p>Item 1,2 and 3 should be included. 4</p> <p>Item 2, 3 and 4 should be included. 3</p> <p>Any 2 items above should be included 1</p>		15%	
<b>Skill 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> <p>1. Hand on practical training including field work;</p> <p>2. Inclusion of DWS officials in all phases</p>		10%	

	of the project;			
	3. Develop a capacity building programme with quantifiable measures;			
	4. Relevant software training and training manuals; and			
	5. Inclusion of local specialists and stakeholders.			
	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>	

#### 7.5 PHASE 4: THE 80/20 PRINCIPLE BASED ON PRICE AND BBBEE STATUS LEVEL CONTRIBUTOR.

The 80/20 point system will be used in evaluating all proposals.

##### **Price**

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

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

Where:

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

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

In terms of the Preferential Procurement Regulations 2017, 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:

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

## **8. PROJECT MANAGEMENT ARRANGEMENTS**

### **8.1 PROJECT MANAGEMENT COMMITTEE**

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

## 8.2 PROJECT MANAGER

The Project Manager for this study is Mkhevu Mnisi, Scientific Manager: Water Resource Classification.

## 8.3 DATA OWNERSHIP

All maps, drawings, reports, data, calculations, and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof. Copyright of all such documents rests 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 PSP shall deliver all electronic and hard copies to the Department.

## 8.4 CONTRACT AND INVOICES

The project timeframe is 30 months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on each study task. A summarised Study Progress Report as well as a complete portfolio of evidence for all the deliverables claimed shall accompany each invoice submitted for payment.

## 9. BRIEFING SESSION AND FURTHER INFORMATION

- 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 technical information contact Ms Lebogang Matlala or Mr Mkhevu Mnisi on the following numbers: 012 336 6707 or 012 336 6887 respectively, or email: [matlalal@dws.gov.za](mailto:matlalal@dws.gov.za) or [mnisim2@dws.gov.za](mailto:mnisim2@dws.gov.za).

For Supply Chain Management related enquiries, contact Patrick Mabasa on the following number 012 336 8177 or email: [mabasap@dwa.gov.za](mailto:mabasap@dwa.gov.za)