



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11427

DESCRIPTION

VALIDATION AND VERIFICATION OF EXISTING LAWFUL WATER USES (ELU) IN TERMS OF THE NATIONAL WATER ACT, 1998 (ACT NO 36 OF 1998) IN THE MOKOLO RIVER CATCHMENT WITHIN THE LIMPOPO WATER MANAGEMENT AREA

ISSUE DATE:

08 FEBRUARY 2023

CLOSING DATE:

**09 MARCH 2023
TIME: 11:00**

**SUBMIT TENDER DOCUMENT
TO**

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

OR

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

TENDERER: (Company address and stamp)

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

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. If this happens, please notify the Department.



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11427	CLOSING DATE:	09 MARCH 2023	CLOSING TIME:	11H00
DESCRIPTION	VALIDATION AND VERIFICATION OF EXISTING LAWFUL WATER USES (ELU) IN TERMS OF THE NATIONAL WATER ACT, 1998 (ACT NO 36 OF 1998) IN THE MOKOLO RIVER CATCHMENT WITHIN THE LIMPOPO WATER MANAGEMENT AREA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Mrs. Thokozani Mazibuko	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 8946	
CELLPHONE			CELLPHONE	082 889 3958	
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	mazibukot@dwa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: **WP11427**

CLOSING TIME 11:00 CLOSING DATE: **09-MARCH-2023**

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

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

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

Bid No.:

Name of Bidder:

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

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

TOTAL: R.....

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

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

*[DELETE IF NOT APPLICABLE]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the

² 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.

bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

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 point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women
Disability
Youth
Location
B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Required Proof Documents

Full CSD Report
Full CSD Report
Full CSD Report
Full CSD Report
Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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 compiled 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place

of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the

testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 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
- 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 into 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

**TERMS OF REFERENCE: VALIDATION
AND VERIFICATION OF WATER USE**

BID NO.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR
VALIDATION AND VERIFICATION OF EXISTING LAWFUL WATER USES IN THE
MOKOLO CATCHMENT WITHIN THE LIMPOPO WATER MANAGEMENT AREA**

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1. BACKGROUND

The Department of Water and Sanitation (DWS) is a custodian of the country's water resources. It is therefore responsible for ensuring that water resources are protected, used, developed, conserved, managed, and controlled in a sustainable and equitable manner in accordance with its constitutional mandate.

Although significant progress has been made towards ensuring that all South Africans have access to clean and safe drinking water, the country still faces considerable inequities with respect to the use of water for economic purposes. These inequities are reflected both in the disproportionate allocation and use of water, which in most cases is caused by lack of resources to use water in the most beneficial manner. This is an indication that much still must be done to ensure that all South Africans participate equitably in water resources management. The project of Validation and Verification of existing lawful Water Use is aimed at confirming the extent (how much) and lawfulness of existing water use. Of critical importance, such a project contributes to the confirmation of the amount of water available for social and economic development needs.

The enactment and the implementation of the National Water Act 36 of 1998 (NWA) recognises water uses that were authorised by the previous pieces of legislation. In terms of section 34 of the NWA, a person or that person's successor in title, who has an existing lawful use entitlement, could continue with such use under the same terms and conditions attached to such use, until the use is replaced by a licence in terms of the NWA. This provision encourages the perpetuation of the undesired historical allocation status quo of the country's water resources, which is deemed to be skewed. The Validation and Verification (V&V) of existing water use process seek to scientifically and legally provide information that will assist the department to rectify this situation.

In terms of regulation 3(b) of Regulations 1352 dated 12 November 1999, a person who uses water as contemplated in section 21 of the NWA, when called upon by the responsible authority to register their water use, must do so. All water users instructed to register have the statutory obligation to do so. The registration of water use was requested by several notices in various Provincial Operations published in the Government Gazette and thereafter followed-up by the National extension notice no 334 published in Government Gazette Number 22201 dated 06 April 2001.

The registration process required that all water uses, despite their legal status, be registered. It is clearly stated on all Registration Certificates that the registration is not an acknowledgement of any entitlement to use water by the registered water users. The main reasons for registration of all water uses after the implementation of the NWA include the following:

- To have a comprehensive database of all water users that would enable the Department to manage the water resources of South Africa efficiently, by amongst other things, fulfilling the need of knowing where, what extent and purpose the water is being used for. This knowledge enables the Department to deliver on the mandate of the NWA which strives to promote the optimal beneficial use of water in the public interest.
- To enable the Department to have and administer appropriate charges for water use. In terms of Section 59 (2) of the NWA any person registered or holding a licence to use water must pay all charges imposed under section 57 in respect of that water use.

The water use registration information as submitted by users is captured on the Department's Water Authorisation and Registration Management System (WARMS) Database. The unverified registration information is presently used as a basis for managing water resources and for billing users for water resource management charges. Since there was no formal verification of the correctness of registration information supplied by the water user during registration period, no confirmation could therefore be given on the lawfulness of the registered water use. The registered water use is therefore subject to verification under section 35 of the NWA.

2. OBJECTIVE OF THIS STUDY

The objective of the V&V project is to identify users under the following categories:

- who have registered their water use entitlements correctly (correct registration);
- who have registered uses to which they are not entitled (over registration and / or unlawful use),
- who have omitted to register uses to which they are entitled (under registration and terminated use), and
- who have not registered their use at all (failure to register).

After categorisation then the determination of Existing Lawful Water Use will be done towards completing the process of ELU in Mokolo Catchment.

2.1 Purpose of The Terms of Reference

The purpose of this Terms of Reference is to provide a framework for the functions and responsibilities of the Professional Service Provider (PSP) undertaking all aspects of the study. The PSP therefore must provide the diverse skills and expertise required to undertake this study.

3. GENERAL INFORMATION

3.1 Client and Study Name

The Department of Water and Sanitation will act as the Client for the proposed project. The assignment shall be called: "Validation and Verification of Existing Lawful Water Uses in Terms of the National Water Act, 36 of 1998 (Act No 36 of 1998) in the Mokolo Catchment within Limpopo WMA in Limpopo Province (see Figure 1). The assignment will cover the work indicated in Table 1 below:

Table 1: Water Management Areas

Water Management Area	Catchment	Number of Properties	Verified Properties	Properties to be Validated and Verified
Limpopo Water Management Area	Mokolo Catchment (Lephalale, Alma, Vaal-water sub-areas)	588	402	186*

*186 properties is an indicative figure

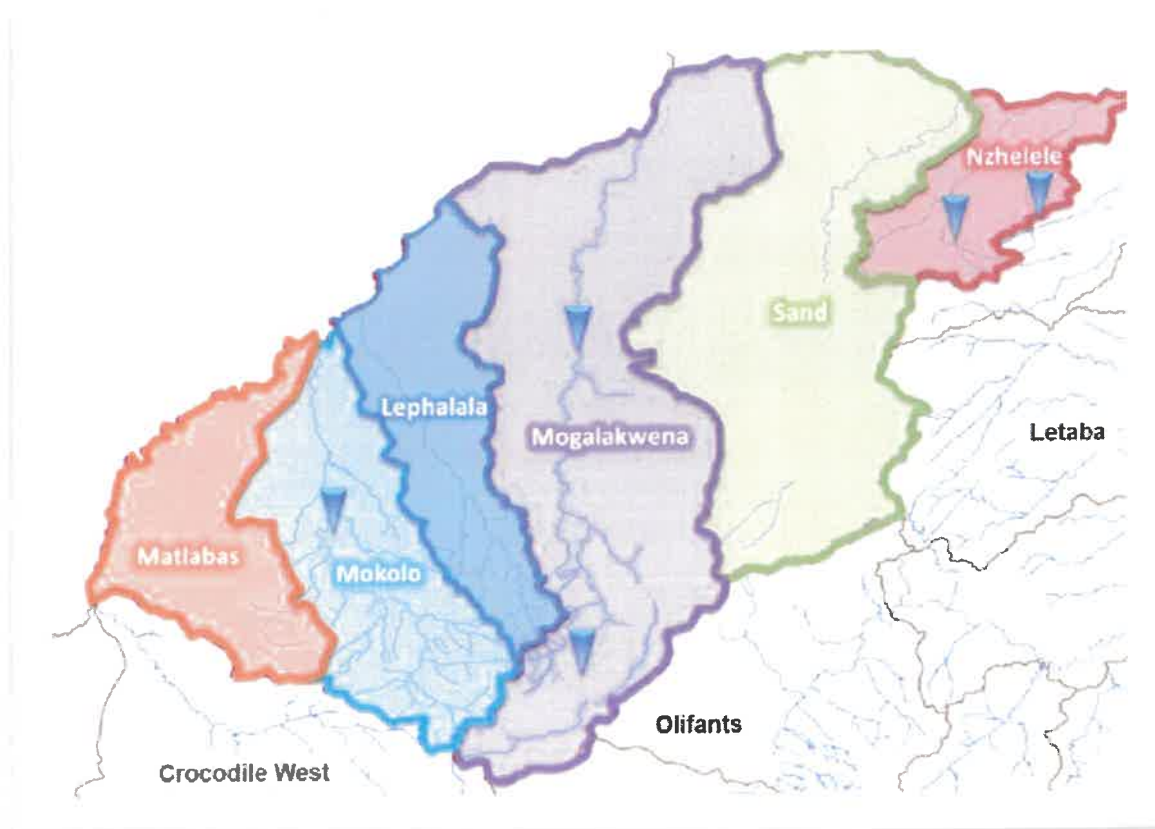


Figure 1: Mokolo Catchment

4. INSTITUTIONAL ARRANGEMENTS

4.1 Study approach and structure

The study will be carried out under the guidance of a Project Steering Committee (PSC) and can comprise of representatives from the Provincial Operations and the National Office. The Deputy Director-General RCE will chair the PSC. The PSP appointed for this study will report technical and administrative progress to the PSC through the Study Managers and Project Management Committee (PMC). The PSP shall nominate a Study Leader representing the PSP in the execution of the Study and in liaison with the Client.

4.2. Study management

The PSP will assist the Client in administering and managing all the necessary work to comply with this brief. The Project Management Committee (PMC) will be constituted by the members from the Study Manager (DWS) and the Study Leader (PSP) will together form the Project Management Committee (PMC). If the need arises the Project Management Committee can be extended to incorporate more members of the Project Steering Committee. These committees will be constituted post the signing of the contract.

4.3 Liaison and supervision

The Project Management committee will be responsible for the general liaison and supervision of the study and the entire project. Sub-consultants and/or co-consultants that may be required to render specialist services will be appointed by and directly accountable to the PSP. Should the PSP consider sub-contracting and/or co-consulting post the signing of the contract the PSP will need prior approval from the Client. During the PMC meetings the PSP will be expected to report on project progress and expenditure against the programme and disseminate any supplementary brief directives. Project Management Committee (PMC) meetings will be held in “*to be determined area*” monthly or as the need arise.

5. SCOPE OF SERVICES TO BE PROVIDED BY THE PSP

5.1 General

The services to be provided by the PSP must be in accordance with these terms of reference.

The study shall be undertaken in a phased manner as follows:

Phase 1: Study Planning and Process Initiation
Phase 2: Study Implementation
Phase 3: Study Termination

5.2 Phase 1: Study Planning and process initiation

The primary purpose of this phase is to plan the study and to compile an Inception Report. During the Inception Phase the successful service provider is expected to familiarise themselves with the registration process and the Water Authorisation and Registration Management System (WARMS), particularly with respect to the priority areas in terms of this assignment. To do this, the PSP will be provided with spreadsheets/CSV files containing relevant WARMS data for the catchment. During the Inception phase, the service provider will also be expected to familiarise themselves with the “Guide to verifying the extent of existing lawful water use” that is available from the DWS. It is critical for the PSP to familiarise themselves with the extent of work done in previous validation and verification studies, systems developed and available data.

Upon appointment the successful PSP and DWS will enter into a Contract, however, should the performance not be satisfactory, the Client may, at his discretion, terminate the study at this point, if the Study Plan reflected in the Inception Report does not give the Client a reasonable assurance that the objectives of the study will be achieved. The PSP shall compile and submit to the Client an Inception Report containing *inter alia* the Study Plan and deliver a presentation thereon to the Study Manager and PMC.

The requirements for the tasks in **Phase 1** are set out hereunder:

- Prepare preliminary plans (a Study Plan to be documented in the Inception Report) to serve as a basis for a detailed description of the various tasks that must be undertaken and deliverables produced in order to achieve the objectives of the assignment.

- Derive a consolidated module budget and schedule using the work plans developed in the sequence above. The consolidated schedule must be based on the individual schedules of the various activities that make up this Study.
- Develop a precise description of all study status reports and indicate when they are to be delivered.

The Study Plan must include but not be confined to the following elements:

Overview - A detailed statement of the objectives and scope of the assignment.

General Approach - The strategy and managerial approach to be followed to achieve the objectives of the assignment.

Contractual Aspects - A description of all the reporting requirements, client supplied information, liaison arrangements with various role players (stakeholders), study review procedures, expected technical deliverables, their specifications and delivery schedule. This section shall contain milestones, the overall work breakdown structure and linear responsibility charts.

Resources - A clear description of the personnel, financial and other resources required for the assignment must be provided. Availability of specialist skills during the duration of the study must be highlighted. A study budget must be formulated by study activity or work module. The financial control procedures must be described.

Evaluation methods - a brief description of the procedure to be followed in monitoring, collecting, storing and evaluating the study history must be provided.

Deliverables - a description of all deliverables must be provided, as well as the cost per deliverable.

5.3 Phase 2: Study implementation

This phase will only commence once the Inception Report is approved by the Client and the PSP is formally instructed to proceed with the assignment.

In this phase the following aspects must be addressed (according to the approach and philosophy proposed in the Inception Report).

5.3.1 Validate existing water use in the Mokolo Catchment

The purpose of validating water use on a property is to make a preliminary determination of existing lawful water use and this provisional validation finding informs the process of verification of water use on that property. Validation of (current) water use is also important in water resource management especially in Compliance Monitoring and Enforcement. Validation constitute internal processes and procedures ("behind the scene") used by the Department for the determination of land use and calculation of abstraction during the qualifying period.

The intention of this task is to compare, for each use, the water use with that which took place during the qualifying period. Unregistered water uses are also identified and validated, and in the event where an unregistered water use took place lawfully during the qualifying period, it is also taken through the verification process. To do this the PSP will have to make use of tools for validation of water use as listed below:

- WARMS registration information;
- Chief Surveyor General cadastral data;
- Topo-cadastral maps;
- Arial photography;
- Remotely sensed data;
- Dam Safety Data for dam modelling;
- Field survey information (historical & new);
- Crop survey information;
- Authorisations issued for the water uses prior to 1998/ legislated uses
- Direct contact with the water user (phone, fax, email & field visits).

As indicated above, this work must also identify actual water use that took place in the period from, 1 October 1996-30 September 1998 and 1 October 1997- 30 September 1999. Particular care must also be taken to identify and include possible water use (outside of Schedule 1 use) by the rural poor. PSPs must also include water uses as stipulated in section 21(a,b and d) of the NWA.

During this phase of the project the validation and verification processes will be undertaken using various technologies available, to establish the extent (how much) and nature (for what purpose and where) of water uses and the lawfulness of these uses. This includes Existing Lawful Water Use (ELU), as described in sections 32 of the NWA, as well as current water use. The PSP will support the DWS with the finalisation of the Existing Lawful Water Use determinations to completion.

The major tasks in this phase of the project must include the Validation of existing Water Use in the Mokolo Catchment

The water use information should be captured in a GIS database, clearly indicating the:

- correctly registered water use;
- under registered water use;
- over registered water use;
- unregistered water use;
- water use patterns;
- source of water;
- purpose of water use

Water users should also be consulted in the spirit of facilitating public participation process which is necessary to ensure co-operation of stakeholders towards availing information required for the validation and verification of actual water use in the catchment.

The above listed information must be captured in an alpha-numeric database that clearly indicates per property and per water use volumes (Irrigation volume analysis may serve as a guideline in determination of the annual weighted average volume) and a true/false field:

- accurate registered water use ; (field 1 = yes/no, field 2 = volume-taking, field 2a = water use patterns, field 2b = crop type, field 2c = crop factor, field 2d = irrigation method, field 3= points of abstraction, field 3a = control measures to record annual use, field 4 = volume-storage, field 5 = impeding and diversion infrastructure)
 - under registered water use;
-

- over registered water use;
- unregistered water use;
- the source (this is taking) of the water. Separate table fields => field1=fromwhere (river,fountain as on form),field2=latitude (decimal degrees, field3=longitude (decimal degrees), field4=surveyor-general cadastral code [sg-code], field5=identifier/name for source
- Inter-basin transfers between study area(s) and other neighbouring quaternaries
- Boundaries of original riparian properties
- Per property indication of water court orders
- Per property indication of water tribunal cases
- Per property indication of licences issued, applied for, rejected
- Per property indication of full and/or partial cancellation / surrenderment of water use (proof of evidence)
- Lawful allocation to original property in areas of government water control and all sub-divisions / consolidations subsequent to promulgated dates of regulation
- Original water use registration data as per onset of study
- WARMS Register or Customer number
- Water efficiency measures applied per use
- All correspondence to and from users in terms of conditions of section 35 must be captured as proof of evidence on any potential appeal to the Water Tribunal

Secondly the data in the database must be easily exportable to enable import into GIS application.

The spatial database must show the following(where applicable):

- Property boundaries as per original deeds diagram (free from SG)
- Points for takings (using same name/identifier as above), total volume per point
- Boundaries of planted areas digitised per field (each field named/numbered)
- Boundaries for storage area (i.e. at FSC level of fetch of dam)
- Dam Safety Classification of storage works
- Confirmation of dam safety registration as per chapter 12 of the Act
- Calculated volume of singular storage works per property
- Dam design plans and actual surveyed dam volumes upon verification of potential transgressions
- Mountain catchment boundaries
- Protected areas, reserves (private/national)
- Impedance and diversion works (temporary and permanent)
- Town allotment areas
- State owned land
- Wetlands

Hard and electronic copies of all the source documents must be placed on a water user's file and supplied to the client at the end of contract. All documents and correspondence with each water user are the property of the Client, the Department of Water and Sanitation.

The previous water and other related legislation determines the mechanisms to allocate or obtain rights to water. Only a minority of the rights under previous legislation are supported by or contained in documents, such as special Water Court verdicts applicable to certain areas, schemes or water resources, notices in the Government Gazettes, schedules for government water schemes, schedules for irrigation districts, water court orders, deeds of sale, deeds of servitudes and written permissions from the Minister of Water and Sanitation. The majority of the rights are based on the riparian principles as contained in the Water

Act, No 54 of 1956. The PSP must illustrate the ability to determine water use authorisations based inter alia on the water rights as prescribed by in section 9, 9B, 10 and 52 of the Water Act 54 of 1956, where required.

There are numerous proclamations dealing with specific water schemes, works or areas. These also have to be taken into consideration to determine the entitlements. The PSP must obtain and study all the relevant water legislation, relevant Water Court decisions and related documents required for dealing with the ambiguities of this assignment.

The contracted study area may include Government Water Control Areas (GWCA) and Government Water Schemes and the rest is previously uncontrolled areas. This necessitates a detailed knowledge of the Water Act, 54 of 1956. It is in this case where the inputs from experienced team members with the necessary background will be vital. In the case of a GWCA, water use on the date of proclamation needs to be established for each property as it existed on that date. Since then the property was subdivided into different portions and some even consolidated with another properties. A timeline and the effect on water use authorisations must be drawn up to verify the veracity of water use on an identified property. Experienced team members with this type of knowledge are vital to this assignment.

The outputs of the study must also summarise the current water allocation categories in the catchment with respect to:

- Government Water Schemes;
- Government Water Control Areas;
- other Proclamations and Government Notices forbidding the development of further storage or irrigation in the controlled, restricted or prohibited areas;
- entitlements under Section 9B and 9B 1c of the Water Act 54 of 1956; (this can also be on the spatial/GIS database)
- entitlements under Section 9C of the Water Act 54 of 1956; (chapter 12 of the Act) (available records from DWS spatially)
- Actual permitted use in terms of section 62, and/or scheduled irrigation use in terms of section 63 and/or section 88 of the Water Act 54 of 1956.
- Section 33 applications for declaration of existing water use under the National Water Act 36 of 1998.(also on spatial)
- General Authorisations (surface and groundwater) granted in terms of the National Water Act 36 of 1998 and all revised / amended authorisation (1999, 2004, 2010, 2016 etc) (historic and current).
- Exemption under Section 21 of the Water Act 54 of 1956
- Permits under Section 22 of the Water Act 54 of 1956
- Any relevant legislative instrument that authorised water use

The following subtasks are envisaged:

Remote Sensing

- collate the relevant remote sensing data;
 - standardise and classify the imagery to identify water use;
 - analyse the coverage for the years 1996 to 1998;
 - analyse the current coverages; and cultivated areas
 - reporting
-

Collate data into GIS

- collate and review WARMS data of the Department of Water and Sanitation where necessary;
- build GIS database per cadastral property (if necessary for irrigated lands only) including WARMS and remotely sensed data;

Modelling

- determine the most suitable methodology in consultation with relevant stakeholders.;
- determine and collate the data required;
- model water use per property using SAPWAT and/or similar models determined after discussion with Department of Agriculture;
- include water volumes into the GIS database; and
- model dam volumes
- provide and package the data for the systems yield models

Stakeholder Consultation:

- conduct stakeholder information sessions;
- conduct stakeholder consultation sessions

Handover of the GIS database to the Limpopo Provincial Operations of the Department of Water and Sanitation. The Department of Water and Sanitation prefers to use a free and open source GIS application for basic use. The application must read and also write data in shape file format as the Department of Water and Sanitation has standardised on this format and the majority of other governmental departments as well. The following exercise must also be undertaken:

- Train departmental staff in its application; and
- Install the database on the departments system.

5.3.2 Verify the lawfulness of the water use

This work must assess, for each water use, the lawfulness of the use in terms of Sections 32-35 of the NWA. The lawfulness of existing use is determined by provisions in the Water Act 54 of 1956 and a series of amendments to this Act over the years, as well as water use authorised by any other law. This includes Water Court Orders, DWS policy, Ministerial decisions, etc.

The process of verifying the lawfulness of existing water use in the catchment of the study will be informed by the “Guide to verifying the extent of existing lawful water use”, which has explored these complexities and provided a series of process diagrams, to guide the verification process. This work must include assessment of the lawfulness of both registered and/or any un-registered, under and/or over registered water use in terms of present day and qualifying period.

This information must be captured in the GIS database clearly indicating the lawfulness of the water use in both periods. In consultation with the DWS, this information must be placed on the water users mirror WARMS file and must be communicated to the water user. Copies of all correspondence sent and received must be kept on the hardcopy and electronic files as well.

The following subtasks are envisaged:

- familiarisation with the Guide to Determining the Lawfulness of Existing Water Use;
- identification of the level of determination required for different areas;
- verification of the lawfulness [1996] and current of water use in these areas; and
- consultation with water users. [Please note that all amendments must be agreed/signed for by the water users. In cases of new uses the official WARMS forms must be completed. In cases of small changes the amendments can be made on confirmation reports but each amended page must be signed and dated by the client]

5.3.3 Outline the current water use patterns in the catchment

The intent of this output is to provide a summary of the water use in the catchment by sector, gender and race. This must also indicate the comparisons between the registered water use, the lawfulness of this use, as well as under/over registrations and failures to register.

5.3.4 Study Management

One of the key factors for achieving the objectives of such studies on budget and on time is the study management expertise and experience that the PSP is able to command. It must therefore be noted that great emphasis would be put on this aspect during tender evaluation, and during the execution of the work thereafter.

The PSP will be responsible for the detailed planning, monitoring, and controlling of the activities carried out under this assignment. The PSP must therefore have a Study Leader with proven study management skills and experience on the team.

The study management function entails performing a variety of activities that are described hereunder:

a) Monitoring

The PSP's Study Leader shall collect, record and report information concerning all aspects of the assignment that the PMC wishes to know. In order to achieve this, the PSP must design a performance monitoring and information gathering system based on the key performance indicators for the study. The monitoring system must concentrate primarily on measuring various facets of output rather than intensity of activity. The PSP must indicate the type of information that will have to be collected to evaluate progress against the set of goals stated in the Study Plan.

b) Study Control

The PSP must indicate, based on the monitoring system, the basic structure of the process of control for performance, time and cost. The structure must indicate at what points in the module, what is to be controlled, how it will be measured, how much deviation from the work plan will be tolerated before remedial action is taken and what kinds of management interventions should be used.

c) Day to day co-ordination of all activities

To achieve the study management objectives, the PSP shall be responsible for day to day monitoring and co-ordination of all the activities undertaken under this assignment. This involves the following:

- monitoring progress on each of the tasks being executed against the baseline;
- reviewing actual outcome against the planned outcome and taking corrective action in time;
- analysing the impact of deviations from the original Study Plan and/or budget and assessing what must be done, at what cost and when to get back on course.
- giving advice on any changes to the process and programme that need to be made to avoid delaying the progress;
- controlling costs and performing quality audits of the various tasks;
- co-ordinating the flow of data and information between the PSP and the Client; and,
- providing guidance and direction to the task teams, integrating the findings and making recommendations to the Client.

To achieve the above, the PSP shall prepare periodic [monthly] progress and financial reports and submit these to the Client in a format prescribed by the Client. Progress meetings with the Client will be held at the intervals specified by the Study Manager.

5.4. Phase 3: study termination

Upon finishing the study, the PSP must compile a Final Report. In this report the PSP must summarise the theoretical assumptions made during conceptual design as well as unit rates applied in the costing analysis. Prioritisation of all options must be clearly presented, and a summary and recommendations provided. The report must be concise and written in an intelligible manner.

(a) Units

All units used throughout the study as well as paper sizes shall be in accordance with the SI system.

(b) Data Capturing

Any data collected in the process of the study shall be captured into the DWS systems or presented in the official WARMS application forms format for capturing by the DWS. Spatial information must be compiled using DWS Geomatics / Business Information standards and saved into the DWS spatial databases.

Access or installation of the quoted systems for the PSP can be arranged through the Study Manager.

Lastly, the work proposed in these Terms of Reference should provide the basis for implementation of compulsory licensing. However, the assessment must make use of data that are currently available and must include data obtained from stakeholders. The PSP should nevertheless indicate gaps in the existing data and must make recommendations in this regard.

Appendix B contains the process flow diagram for this work. The Prospective PSP should familiarise themselves with this diagram. The following section outlines the tasks required in more detail.

6. INFORMATION TO BE PROVIDED IN THE PROPOSAL BY THE PSP

6.1 Extent of Proposals

The text of the Proposal, including a Work Programme Schedule and a detailed Schedule of Resources versus Costs, should be to the point and not longer than 30 x A4 pages (excluding CVs) at a font-size of 11 and 1.5-line spacing.

6.2 Scope of Work

The Scope of Work must reveal the PSP's understanding of the Study. The proposed approach, methodology and models to be used during the Study must be outlined. The PSP is encouraged to use this Section in the Proposal to present innovative approaches or other special features of the PSP's response to the ToR.

7. STUDY TEAM AND SUMMARY OF CAPACITY, CAPABILITY AND EXPERIENCE

The Proposal must present the Key Components of the Study Team in the form of an Organogram. The Proposal must also contain explicit information about the relevant capacity, capability, and experience of Key Personnel, with particular reference to:

- experience in and knowledge of Geographical Information Systems;
- experience in and knowledge of present and past water legislation;
- experience and knowledge of crop water requirement and irrigation practices.
- Experience and knowledge of stream flow reduction activities legal requirements and remote sensing determination of genera.
- experience in and knowledge of historical or current water resource investigations and/or management in the Study Area(s);
- the roles of individual Key Personnel in the study; and
- experience of working in multi-disciplinary teams in the water resources domain.
- Experience in the use of remote sensing images and analysis

7.1 Qualification

The successful PSP team must at least consist of the following specialisation:

- (a) Degree in Hydrology,
- (b) Degree in Agricultural or Civil Engineering,
- (c) Degree in Project Management and
- (d) Degree in Legal Studies, Environmental Law/ LLB or BA Law
- (e) Degree Geographic Information System (GIS)

8. CURRICULUM VITAE.

Abbreviated CVs of all Key Personnel included in the study team must form attachments to the Proposal. CVs should include certified copies of qualifications. CVs must be presented in font-size 11 and 1.5 line spacing and must not be longer than 2 pages.

9. WORK PROGRAM

A detailed Work Program, broken down to individual tasks and indicating the contributions by all Study Personnel, shall be presented. The Work Program must indicate all Study landmarks and target dates for deliverables.

10. STUDY BUDGET

The contract that will be entered into between the PSP and DWS shall be delivery based. The Study budget shall be based on the deliverables of the project; all the deliverables and the cost should be clearly stated on the bid.

The resourcing must provide details of the employment of all Study personnel on a primary task basis. The hourly fee rates of all Study personnel must be stated.

The Study Budget must include VAT at 15%. There must be no contingency allowance in the Study cost estimate.

11. PROJECT COST

Project Costs provide fixed price quotation for the duration of the contract

- (a) Cost must be VAT inclusive and quoted in South African Rand
- (b) Costing should be aligned with the project activities / project phases
- (c) Costing is delivery based
- (d) The discovery of unregistered properties should not have additional costs; these will be undertaken within the budget cost.

12. DELIVERABLES

Project Phases	Deliverables
Phase 1: Study planning & process Initiation	1. Inception Report including study plan, budget, and schedule
Phase 2: Implementation*	1.Validation Report including relevant databases 2.Verification of water use including water user files and relevant documentation 3.Capacity building and Skills Transfer programme 4. Training Manual 5.Outline of the current water use patterns in the catchment
Phase 3: Termination	1. Final Report

Project Phases	Deliverables
	2. Information session and/ or 'wrap up" workshop

*the outlined deliverables must be guided by the scope of work as detailed in Section 5

13. PROGRAM OF WORK

This full study is expected to be completed within 12 (Twelve) months.

14. REPORTING REQUIREMENT

The successful PSP will be reporting to the Project Manager.

The successful PSP will produce a monthly report before the 7th of each month and will meet with the Project Manager and Project Management Committee to report on progress monthly on dates confirmed with the successful PSP.

15. TRANSFER OF SKILLS

It is important that this capacity to execute validation and verification processes is built in the personnel of the DWS and of the relevant Proto-CMA. Service providers must therefore outline their plans to entrench the skills required to undertake the work outlined herein to the personnel members of the DWS, Proto-CMA.

16. COMPANY EXPERIENCE

Companies are required to provide proof that they have facilitated / performed similar projects and prove that such project/s was/were executed successfully as well as their contactable references.

17. PROJECT PLAN / METHODOLOGY

Service providers must indicate what procedure is to be used to execute the service in the project and this must be provided in a detailed project plan with final outputs and identified timeframes.

18. INFRASTRUCTURE

It is expected of bidders to provide basic facilities, systems and capital equipment needed for effective and efficient delivery of service

Administrative Compliance

Bidders are required to comply with the following listed below:

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

19. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations (PPR) 2022. A copy of the PPR 2022 can be downloaded from www.treasury.gov.za. In accordance with the PPR 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A two phase evaluation criteria will be considered in evaluating the bid.

Phase 1: Functional/Technical Evaluation

NB: Only bidders who obtain at least 65% under technical evaluation will be considered for further evaluation

Criteria	Sub-Criteria	Points Value	Weight of Criterion
Qualifications	Qualifications for the team are needed in each of the following study components (Service providers are required to attach all certified copies of qualifications as proof): (1) Degree in Hydrology, (2) Degree in Agricultural or Civil Engineering, (3) Degree in Project Management and (4) Degree in Legal Studies, Environmental Law/ LLB or BA Law (5) Degree Geographic Information System (GIS) The team should consists of specialists in each of the above fields.		20%
	All 5 items above included.	5	
	Item 1, 2, 4 and 5 included.	4	
	Item 1, 2 and 4 included.	3	
	Item 1,3 and 5 included.	2	
	Any 2 item above included.	1	

Criteria	Sub-Criteria	Points Value	Weight of Criterion
Experience of key personnel	<p>Considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge if relevant and proven conceptual abilities</p> <p>(Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix.</p> <p>Refers to previous relevant projects and overall track record of the key personnel as listed below:</p> <ol style="list-style-type: none"> 1. Minimum 5 years experience in Water Resource Management 2. Minimum 5 years experience in Hydrological Modelling; 3. Minimum 5 years experience in Project Management 4. Minimum 5 years experience in processing Water Use Licensing and or Compulsory Licensing. <p>It should be noted that experience is realistically linked to individuals rather than firms in the case of professional services.</p>		30%
	Five or more key personnel with 5 years' experience and above in all of the technical and professional skills	5	
	Four key personnel with 5 years' experience and above in 4 of the technical and professional skills	4	
	Three key personnel with 5 years' experience and above in 3 of the technical and professional skills	3	
	Two key personnel with 5 years' experience and above in 2 of the technical and professional skills	2	
	One key personnel with 5 years' experience and above in 1 of the technical and professional skills	1	
Company Past Experience	<p>Companies are required to provide proof that they have facilitated / performed similar projects and prove that such project/s was/were executed successfully. Refers to previous relevant projects, overall track record and expertise of the company on the following:</p> <ol style="list-style-type: none"> 1. Water Resource Management 2. Hydrological Modelling; 3. Stakeholder Engagement 		10%

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	4. Experience in processing Water Use Licensing and or Compulsory Licensing.		
	All 4 items above included.	5	
	Item 1, 2, and 4 included.	4	
	Item 1, 2, and 3 Included.	3	
	Item1 and 4 included	2	
	Any 1 item above included	1	
Skills transfer	<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. Capacity building is realised through the following:</p> <ol style="list-style-type: none"> 1. Hands on practical training including field work; 2. Develop a capacity building programme with quantifiable measures; 3. Relevant software training and training manuals; and 4. Inclusion of all relevant stakeholders 		20%
	All 4 items above included.	5	
	Item 1, 2 and 3 included.	4	
	Item 1,3 and 4 included.	3	
	Item 1 and 2 included	2	
	Any 1 item above included.	1	
Project Plan/Methodology	<p>The bidder must demonstrate an understanding of the ToR, clarity and conceptualization of methodology, appropriateness of approach within the current water and sanitation sector context Project plan and broad methodologies in line with the task descriptions outlined under project scope/ task description, with clear milestones and timeframes for each tasked to be completed. The following items must be clearly indicated in detail:</p> <ol style="list-style-type: none"> 1. Project Control Plan 2. Project Execution Plan 		20%

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	3. Broad methodologies in line with the task descriptions outlined under project scope/ task description.		
	4. Clear milestones, and timeframes for each task to be completed.		
	5. Evaluation and supervision of work		
	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 item above included	1	
TOTAL			100%

Phase 2: Price and Preference Point System (Specific Goals)

The bid will be evaluated on **80/20** Principle based on price and specific goals.

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 Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report

Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Other Conditions

- Bidders are kindly requested to submit **one (1) tender** copy plus the original.
- Bidders are further requested to provide separate copies of the financial and technical sections of the proposal.
- In the case of collaboration among different PSPs, a suitably worded letter shall accompany the proposal from each participating firm, confirming their participation in the Association or Joint Venture, signed by a Principal of each participating firm.

Contact persons in DWS

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20. GLOSSARY OF ABBREVIATIONS

CMS	Catchment Management Strategy
DWS	Department of Water and Sanitation
HDE	Historically Disadvantaged Enterprise
HDI	Historically Disadvantaged Individual
ISP	Internal Strategic Perspective
IAP	Invasive Alien Plants
IFR	In-stream Flow Requirements
NWA	National Water Act, 1998 (Act 36 of 1998)
NWRS	National Water Resources Strategy
PSP	Professional Service Provide
PSC	Project Steering Committee
PMC	Project Management Committee
ToR	Terms of Reference
WMA	Water Management Area
WRC	Water Research Commission

APPENDIX A: IRRIGATION VOLUME ANALYSIS

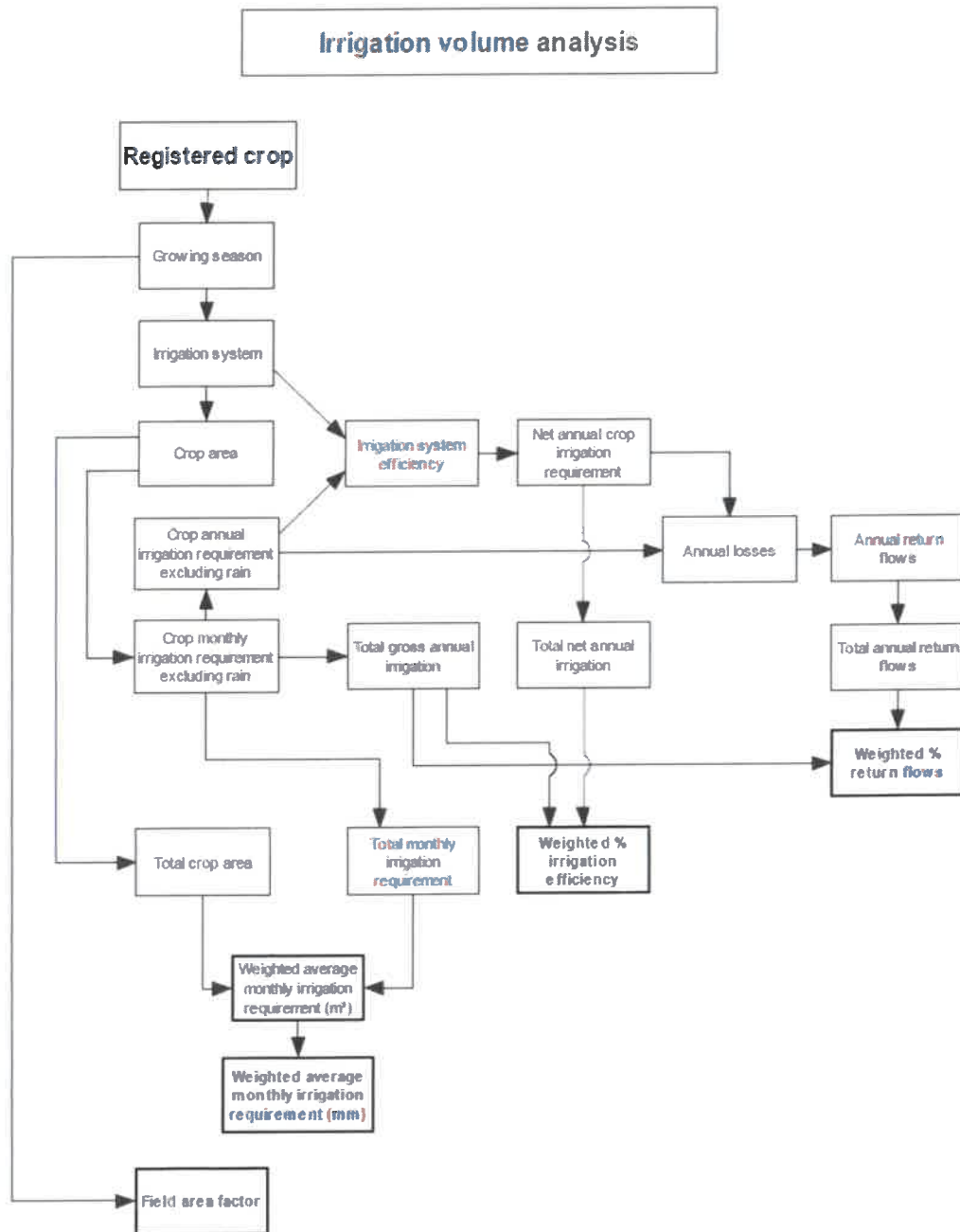


Figure 4: Irrigation volume analysis

