



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

**REQUEST FOR BID**

**REQUEST FOR BID NUMBER: WP11423**

**DESCRIPTION**

**DETERMINATION OF WATER RESOURCE CLASSES AND RESOURCE QUALITY  
OBJECTIVES IN THE LOWER ORANGE CATCHMENT**

**ISSUE DATE:**

**09 FEBRUARY 2023**

**CLOSING DATE:**

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

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

**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. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b> 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. <b>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 bid 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</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in 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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11423	CLOSING DATE:	15 MARCH 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>DETERMINATION OF WATER RESOURCE CLASSES AND RESOURCE QUALITY OBJECTIVES IN THE LOWER ORANGE CATCHMENT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>ZWAMADAKA BUILDING ENTRANCE</b>					
<b>157 SCHOEMAN STREET</b>					
<b>PRETORIA</b>					
<b>0002</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Zelda Phiri		CONTACT PERSON	Ms Lebogang Matlala	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	012 336 6707 / 8406	
CELLPHONE			CELLPHONE		
E-MAIL ADDRESS	phiriz@dws.gov.za		E-MAIL ADDRESS	matlala@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....  
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO: WP11423

CLOSING TIME 11:00 ..... CLOSING DATE: 15 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 interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

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:

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

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	
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>	

#### **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
<b>Total</b>	<b>100</b>

#### 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
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

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:

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

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](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

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

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

## **6. Patent rights.**

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

## **7. Performance security**

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

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

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

testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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](http://www.dwa.gov.za)
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited 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):**



**DEPARTMENT: WATER AND SANITATION**

**DETERMINATION OF WATER RESOURCE CLASSES AND RESOURCE  
QUALITY OBJECTIVES IN THE LOWER ORANGE CATCHMENT**

## **TERMS OF REFERENCE**

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

**Republic of South Africa**

**PROJECT NO: WP11423**

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## **DETERMINATION OF WATER RESOURCE CLASSES AND RESOURCE QUALITY OBJECTIVES IN THE LOWER ORANGE CATCHMENT**

### **1. INTRODUCTION**

#### **1.1 BACKGROUND**

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

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

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

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

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

- (a) the Reserve,
- (b) the in-stream flow,
- (c) the water level,



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

The Minister is required through the NWA to determine these three protection measures for all or parts of the significant water resources. Once determined, all the three aspects must be gazetted and implemented.

## **1.2 STUDY AREA**

The geographic extent of the Lower Orange catchment (former WMA 14) largely corresponds to that of the Northern Cape Province. The catchment is situated in the western extremity of South Africa and borders on Botswana, Namibia and the Atlantic Ocean. Climate over the region is harsh semi-desert to desert. Rainfall is minimal, ranging from 400 mm/annum to a low of 20 mm/annum and is characterised by prolonged droughts. With the exception of sparse and highly intermittent runoff from local tributaries and occasional inflows from the Fish River in Namibia, the Lower Orange catchment is dependent on flow in the Orange River from upstream Water Management Areas, (WMA). Because of the low rainfall, groundwater resources are limited, although this source is mostly used for rural water supplies.

Important conservation areas in the Lower Orange catchment include the Kgalagadi Transfrontier, the Augrabies, and the Richtersveld National Parks, which are Category II Protected areas according to the International Union for Conservation of Nature (IUCN). The Orange River Mouth, within the catchment, has been proclaimed a Ramsar site signifying that it is a wetland of international importance. The Orange River Mouth is regarded as the 2<sup>nd</sup> most important estuary in South Africa in terms of conservation importance after the Knysna Estuary. Implementation of the WRCS will facilitate sustainable use of the water resources while maintaining ecological integrity, specifically maintaining or improving the present ecological state of the water resources in the catchment.

The largest economic contributors in the region are mining and agriculture. Mining activities consist mainly of the extraction of alluvial diamonds and a variety of other mineral resources from locations both inland and along the coast. Extensive farming occurs along the Orange River, where the tendency is increasingly towards the growing of high-value orchard crops. Namibia also abstracts water from the Orange River for domestic, mining and irrigation purposes. Lower Orange River supplies the Rosh Pinah and Skorpion Zinc mines in Namibia.

Water resources in the Lower Orange catchment are fully developed. The water is released from the Vanderkloof dam and flows a distance of 1 400 km to the most downstream point of use, large operational and transmission losses are incurred in the process of ensuring that the requirements of users are met.

### 1.3 STUDY MOTIVATION

Since the promulgation of the prescribed WRCS in September 2010, the Department has progressively embarked on the classification of significant water resources in the country. The Lower Orange catchment has been prioritized for implementation of the classification system in order to determine appropriate Water Resource Classes, and RQOs to facilitate the sustainable use of the water resources without impacting negatively on their ecological integrity. High confidence preliminary Reserve study was completed in 2017, and the determination of classes and RQOs will thus complete the determination of Resource directed Measures.

The water quality of the Orange River main stem is affected by the contributions from upstream viz the Vaal River, and Modder Riet in the Upper Orange catchment as well as by the irrigation activities along the Orange River within the Lower Orange catchment. The water quality issues include salinity, microbiological pollution and eutrophication due to elevated nutrients. Outbreaks of algal blooms occur along the lower reaches of the Orange River. These algal blooms have been identified as potentially toxic and are of serious concern.

The increasing salinity in the lower reaches of the Orange River is of great concern. The elevated salinity provides an environment in which the toxic algae dominate. The elevated salinity has a negative effect on some sensitive crop types that are grown in the area. The sources of the salinity are both local from irrigation return flows and poor water quality passed down from upstream.

There are extensive irrigation practices along the banks of the Orange River. The extent of the return flows to the river and canal systems is not known, nor is the recharge of the groundwater from the irrigation areas and the transport of salt from the irrigation areas to the groundwater. The extent of the interaction between groundwater and surface water along the banks of the Orange River main stem needs to be investigated.

Furthermore, water is abstracted along the common border area by Namibia for irrigation, urban and mining purposes. According to the Lower Orange River Management Systems (LORMS) study, the abstraction by Namibia is expected to increase to 47 million m<sup>3</sup>/a in 2025.

Groundwater is an important resource in the Lower Orange catchment. The groundwater quality varies from good to unacceptable in terms of potable standards (South African National Standards (SANS 241)). There are also radioactive, fluoride and nitrate water quality issues related to the groundwater in the catchment. Groundwater in the catchment should be protected to ensure sustainable management both from the quantity and quality points of view.

The classification of the significant water resources and the determination of RQOs will provide the required protection levels which will guide the management of the water resources in this catchment. The protection of water resources will enable the Department to meet its objectives of maintaining, and where possible, improving the Present Ecological State (PES) of the water resources. Furthermore, the continued economic growth and development in the study area requires an assured water supply in line with DWS's policy on water for growth and development.

The outcomes of the project will be gazetted Water Resource Classes for each Integrated Unit of Analysis (IUA), and RQOs. Together, these measures will ensure that there is a balance between the use of the water resource and protection thereof.

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

The aim of the project is two-fold:

- i. To co-ordinate the implementation of the WRCS, as required in Regulation 810 in Government Gazette 33541, by classifying all significant water resources, and
- ii. To determine Resource Quality Objectives (RQOs) using the Department of Water and Sanitation 'Procedures to Determine and Implement Resource Quality Objectives' in the Lower Orange catchment.

The WRCS and RQOs documentation/procedures can be sourced from DWS Head Office or can be downloaded from DWS internet, <https://www.dws.gov.za/rdm/Documents.aspx>. The link to the Development procedure to operationalize Resource Directed measures can be downloaded at the following link: <https://www.dws.gov.za/rdm/WRCS/default.aspx>.

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

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

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

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

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

### **3.1 PROJECT INCEPTION**

The primary purpose of this phase is to allow the scope of work to be clearly defined from the onset. The inception phase is intended to provide the opportunity for the identification, assessment and interpretation of the nature and scope of the project. To document all the relevant and available information to support the determination of the water resource classes and RQOs within the study area. The inception phase task must include:

- The identification of the role-players,
- Project scope,
- Project processes and methodologies to be applied/used,
- Interfacing with other initiatives,
- Overview of study area,
- Overview of the different water resource types and identification of strategic water source areas within the catchment,
- Identification of the potential Integrated Units of Analysis (IUAs),
- stakeholder engagement (including empowerment) plan,
- capacity building and mentorship plan.

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

In this task, the existing literature, reports, models, maps, aerial photographs and any other relevant information for the study area, that are supportive to the determination of the classes and RQOs, must be reviewed. There is a need to identify and liaise with all organizations and consultants currently engaged in relevant studies and projects in the study area, in order to include the most up to date information. This project will build on existing studies undertaken in the study area – studies such as: the Aquatic Ecosystem Health (AEH) Joint Basin Survey 3 conducted by ORASECOM (2021); Determination of ecological water requirements for surface water (river, estuaries and wetlands) and groundwater in the Lower Orange WMA, conducted by the DWS Chief Directorate: Water Ecosystems Management (2017); etc . It is expected that this task will be run concurrently with the inception phase as the outcome of the information gap analysis will guide the rest of the project workplan. This task therefore includes the following:

- List available water resource models and evaluate their applicability in this study.
- Review all related previous studies undertaken for the Lower Orange catchment, including water resource planning, Reserve determinations, water quality, socio-economic, augmentation and reconciliation strategies, River Health programme and implementation plans. This task will also include the sourcing of models that are currently being used for water quantity and quality modeling.
- Compile recommendations on how to address issues relating to information and data gaps.
- It is expected that the PSP must build the uncertainty and related risks that may lead to data and information shortfalls/gaps into the project plan and price in order to avoid future re-adjustment of the project budget and plan.

### **3.3 DETERMINATION OF THE CLASSES AND RQOs**

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

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

- Ensuring the delineated resource units are prioritized and indicators selected for RQO monitoring;
- The scaling (extrapolation and/or estimation) of the EWR determination results specifically for the rivers. This is to ensure that the EWRs at specific sites can be utilized on smaller and/or larger catchments for modelling purposes;
- Ensuring the prioritization of delineated resource units for RQO determination, selecting indicators for monitoring and proposing the direction of change using tools that are documented;
- Population of a gazette template containing the required information to allow the Minister or delegated authority to approve the water resource classes and associated RQOs;
- Ensuring that the findings (socio-economic and ecological) are documented in a format that can be used by the Department to support the determination of the class and RQOs;
- The determined RQOs must be implementable and measurable;
- The capacity building and the skills transfer to relevant officials in the Department.

### **3.4 COMMUNICATION AND LIAISON**

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

- Consolidated stakeholder database. The stakeholder database of the Reserve study can be used as an initial source,
- Establishment, in consultation with the Client, of appropriate institutional arrangements to facilitate the progress of the project,
- All logistics, (invitations; venue; catering and taking minutes) of meetings with external stakeholders are a responsibility of the PSP,
- Inception Meeting during project inception phase,
- Sectoral Meetings/Workshops (Maximum of 4),
- Project Management Committee (PMC): these meetings should at least be held on a quarterly basis, (10 meetings in total throughout the study). It will be the responsibility of the Department to organise the PMC meetings and capture minutes. This committee will be comprised of relevant Departmental officials, CMA officials and the PSP team. These officials will be identified by the DWS project manager.

- Project Steering Committee (PSC): 6 meetings throughout the project period need to be scheduled. The PSC will be comprised of members from various sectors with interest in the project; their role is to provide strategic direction and guidance on the study process and tasks; they also serve as representatives of their stakeholder bodies and organisations and are therefore expected to report back to their organisations on an ongoing basis regarding the study decisions and results.
- Broad/public stakeholder meetings in the study area (minimum of 4 meetings at two central venues), 2 meetings to introduce the study and 2 meetings to provide the outcomes of the study. Invitations for public meetings to be advertised in local newspapers and local radio stations by PSP.
- Technical Task Team meetings (maximum of 4 meetings).
- Ecoclassification workshop which is required for the determination of ecological categories and recommendations of flows and water quality conditions should be scheduled for at least 5 days.
- Procedure for determination of Resource Quality Objectives requires at least 3 days workshop for the prioritisation of Resource Units, indicators and sub-components and at least 2 days workshop for the determination of RQOs.
- Due to uncertainty with regard to Covid 19 challenges, the PSP must quote the Department for hybrid type of meetings. Where virtual meetings are held, the PSP will only charge the Department the cost for a virtual meeting. Consolidated issues and response reports for each stakeholder engagement must be produced.

### **3.5 REPORTING**

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

- Bi-monthly progress reports required to properly inform the Client shall be compiled by the PSP and should document:
  - The progress of work against the programme,
  - Actual expenditure against cash flow estimates,
  - Significant findings and outcomes thereof,
  - Corrective actions taken in respect of work programme.
- Ensure that a complete record of proceedings of the project meetings is maintained and appropriately documented.
- Technical progress reports should be provided after each defined deliverable in the form of an interim milestone report. These reports shall describe the procedures; methodologies followed; the results achieved and shall be prepared and submitted to the Client according to the milestone programme. These reports will be used as supporting documents towards the compilation of the main study report.

### 3.6 CAPACITY BUILDING

In order to ensure skills transfer within the DWS, it is expected that capacity building be offered at 2 different levels, namely:

- Mentorship programme; and
- Capacity building workshops.

The mentorship programme will be aligned to the skills and developmental needs of the Project Managers. The mentorship programme will be designed in a way that will allow the mentee(s) to have practical scientific technical tasks and responsibilities whose output will feed into the overall technical milestones/deliverables of the project. It will be necessary for the mentees to spend time with the PSP to enable the practical practice of the work done in determining the water resources protection measures.

Ongoing mentorship will be on the following processes/specialisations:

- Identification, verification, prioritisation and desktop delineation of significant wetland resources;
- Wetlands assessment of PES and determination of REC, sub-components for RQO determination and indicators for monitoring; and
- Hydrology.

Capacity-building workshops and site visits will be scheduled to cater for the DWS officials (not more than 20 officials). The participation of relevant DWS officials will ensure active sharing of ideas and contribute to the broadening of the water ecosystems management skills base.

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

- Hydrology,
- Resource quality (Aquatic ecology),
- Geomorphology,
- Socio-economics,
- Resources economics,
- Geographic Information System (GIS),
- Geohydrology,
- Water Resource System analysis, and
- Hydraulics.

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

#### 4. DELIVERABLES

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

Task	Deliverables	*Estimated Timeframe (months)
Project Inception	• Inception Report	6
	• Integrated work programme	
	• Capacity building programme	
	• Stakeholder engagement plan	
Information and Data Gathering	• Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements	6
	• Inventory of current water resources models and their applicability	
Determination of the Water Resource Class	• Report on the <i>status quo</i> of the significant water resources and the delineation of the RUs and IUAs	20
	• Report on socio-economic evaluation framework and analytical decision-analysis system	
	• Ecological Water Requirements Report	
	• Scenarios report	
	• Conduct the stakeholder engagement process on the determined Water Resource Classes prior to gazetting	
	• Water Resource Classes per IUA submitted in a template for gazetting	
Determination of the RQOs	• Report on the prioritization and selecting of preliminary resource units for RQO determination	20
	• Report on the prioritization of sub-components for RQO determination, select indicators for monitoring and propose the direction of change.	
	• Draft RQOs and numerical limits report	
	• Stakeholder report on the agreed resource units, RQOs and numerical limits	
	• Plan for implementation/operationalization of the Water Resource Classes and the RQOs. This should include the monitoring programme	



Task	Deliverables	*Estimated Timeframe (months)
	<ul style="list-style-type: none"> <li>Conduct the stakeholder engagement process on the determined RQOs prior to gazetting</li> <li>Resource Quality Objectives per RU submitted in a template for gazetting</li> </ul>	
<b>Gazetting process</b>	<ul style="list-style-type: none"> <li>Facilitate the gazetting of Recommended Water Resource Classes per IUA and associated RQOs.</li> <li>Address the comments received during the 60 days gazetting of the Water Resource Classes and RQOs</li> </ul>	6
<b>Communication and liaison</b>	<ul style="list-style-type: none"> <li>Compile and maintain a stakeholder database and schedule of meetings</li> <li>Meeting documentation (Background Information Documents, Minutes/proceedings of stakeholder meetings held, Attendance registers)</li> <li>PSC, Technical Task Team, Public stakeholder EWR, RQOs meetings/workshops will be arranged by PSP in consultation with the Client. The Department will facilitate these meetings/workshops.</li> <li>Record of stakeholder issues and responses</li> </ul>	Throughout the project life-cycle
<b>Capacity Building</b>	<ul style="list-style-type: none"> <li>Detailed capacity-building report (which includes the mentorship, capacity building workshops and stakeholder empowerment sessions)</li> </ul>	Throughout the project life-cycle
<b>Study management and co-ordination</b>	<ul style="list-style-type: none"> <li>Minutes of Project Management Committee meetings.</li> <li>Progress reports during study execution</li> <li>Maintain record of decisions</li> <li>Invoicing and progress reports</li> </ul>	Throughout the project life-cycle
<b>Project Closure</b>	<ul style="list-style-type: none"> <li>Main report</li> <li>Project close-out report upon completion</li> <li>An electronic database/library of all available data and information collected</li> </ul>	4

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

## **5. PSP TEAM COMPOSITION**

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

- Aquatic ecology
- Hydrology
- Water quality
- Groundwater/Geohydrology
- Water resource economics
- Water resource modeling and decision analysis
- Socio-economics
- Wetland specialist
- Estuarine specialist
- Social science (stakeholder involvement and public participation)
- GIS
- Geomorphology
- Legal aspects related to water resource management

## **6. SERVICES TO BE PROVIDED BY THE DEPARTMENT**

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

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

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

- a. A detailed understanding of the Terms of Reference (ToR) for the project.
- b. A work breakdown structure containing list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
- c. Proposed project schedule in a Gantt chart.
- d. A list of deliverables i.e. reports, data and electronic copies.
- e. Proposed project team, team leader and availability of the individual consultant team members. Submission of curriculum vitae of all persons whom the bidder proposes in executing the tasks as well as the valid original tax clearance of each subcontracted companies.
- f. A reasonable cost estimate (ceiling price) for the project, including VAT.

## **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		

## **8. EVALUATION SYSTEM**

The department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to Preferential Procurement Regulations promulgated in 2022. A copy of the PPR regulations can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the PPR, submissions will be adjudicated on 80/20 points system and two-phase evaluation criteria will be considered in evaluating the bid:

Phase 1: Functional / Technical Evaluation

Phase 2: Points awarded for Price and Specific Goals (80/20 Preferential System)

### **PHASE 1: FUNCTIONAL / TECHNICAL EVALUATION**

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
<b>Qualifications of Project Team Leader</b>	Qualifications and registration with authorised/professional bodies is required for the project team leader as per below:  Academic qualifications, Minimum NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate Certificate) in: <ul style="list-style-type: none"><li>• Natural Science; and/or</li><li>• Environmental Science; and/or</li><li>• Engineering (any field)</li></ul> Professional membership registration: <ul style="list-style-type: none"><li>• Engineering Council of South Africa (ECSA) and/or</li><li>• South African Council of Natural Science Professions (SACNASP)</li></ul>		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	(Bidders are requested to attach abbreviated <i>Curriculum Vitae</i> , copies of qualifications and proof of registration with professional bodies as above)			
	Master's Degree and above and proof of registration with authorised body.	5		
	Honours Degree (or relevant Four-year degree), and proof of registration with authorised body.	4		
	Bachelor's Degree and proof of registration with authorised body	3		
	B-Tech Degree and proof of registration with professional body/Technologist B-Tech Degree and proof of registration with professional body/Technologist	2		
	NQF 7 and above	1		
<b>Qualifications of Task Leaders</b>	<p>Minimum level of qualification required for Task Leaders in the fields of Natural/Environmental Science, Engineering, Socio-Economics is NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate Certificate)</p> <p>Professional membership registration:</p> <ul style="list-style-type: none"> <li>• Engineering Council of South Africa (ECSA) – for engineers</li> <li>• South African Council of Natural Science Professions (SACNASP) – for scientists</li> <li>• Any relevant body – for Socio-Economics</li> </ul> <p>Bidders are requested to attach copies of Qualifications and proof of registration with professional bodies as above.</p>		10%	
	Master's Degree and above and proof of registration with authorized body.	5		
	Honours Degree (or relevant Four-year degree), and proof of registration with authorised body.	4		
	Bachelor's Degree and proof of registration with authorised body.	3		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	B-Tech Degree and proof of registration with professional body/Technologist	2		
	NQF 7 and above	1		
<b>Expertise of Task Leaders</b>	<p>Expertise of Task Leaders will be realized through the technical skills and professional skills of the project team i.e. ability to function in a multidisciplinary team, understanding professional and ethical responsibility, ability to communicate effectively, and regional knowledge of the project area (Lower Orange) in terms of water resource management.</p> <p>Expertise (technical and professional skills) is needed from project team members in each of the following study components/fields:</p> <p>1. Aquatic Ecology, 2. Hydrology, 3. Water quality, 4. Groundwater/Geohydrology, 5. Water Resource economics, 6. Water resource modelling and decision analysis, 7. Geomorphology, 8. Socio-economics, 9. Social science (stakeholder involvement and public participation), 10. Geographic Information System (GIS) and 11.Wetland 12. Legal</p> <p>(Bidders are required to attach abbreviated Curriculum Vitae (CV) highlighting the areas of work that the Task Leaders have previously conducted.</p>		15%	
	All 12 study components above be included.	5		
	Fields 1 to 11 be included.	4		
	Fields 1 to 10 be included.	3		
	Fields 1 to 9 be included	2		
	Any 7 study components above be included	1		
<b>Experience of Task Leaders</b>	<p>Past Experience for project team members refers to previous relevant experience in Water Resource Management related projects and overall track record. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services. A minimum of 6 years' experience is required. (Bidders are required to attach abbreviated</p>		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Curriculum Vitae (CV))			
	All Task Leaders have 6 years' experience and above	5		
	80% of Task Leaders have 6 years' experience and above	4		
	60% of Task Leaders have 6 years' experience and above	3		
	40% of Task Leaders have 6 years' experience and above	2		
	20% of Task Leaders have 6 years' experience and above	1		
<b>Experience of Team Leader</b>	The Project Team Leader should demonstrate knowledge of project management.  Project Team Leader must submit signed reference letters with contactable references from previous clients/employer. Reference letter must indicate service rendered, the duration and the value of the project.  <b>Note that only completed projects in relevant studies will be accepted with a minimum value of R500 000.</b> Relevant studies refer to water resource management related studies.		5%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
<b>Company track record</b>	Companies are required to provide proof that they have facilitated / performed similar projects in water resources management and proof that such project/s was/were executed successfully as well as their contactable references. Bidders must submit signed reference letters from previous clients/employer.		15%	
	5 completed projects in relevant studies	5		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
<b>Methodology</b>	<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.</p> <p>Project plan and broad methodologies in line with the task descriptions outlined under project scope / task description, with clear milestones and timeframes for each task to be completed.</p> <p>The following items must be clearly indicated in detail:</p> <ol style="list-style-type: none"> <li>1. Project Control Plan</li> <li>2. Project Execution Plan</li> <li>3. Broad methodologies in line with the task descriptions outlined under project scope/ task description.</li> <li>4. Clear milestones, and timeframes for each task to be completed.</li> <li>5. Evaluation and supervision of work.</li> </ol>		20%	
	All 5 items above should be included.	5		
	Item 2, 3, 4 and 5 should be included.	4		
	Item 1, 2, 3 and 4 should be included.	3		
	Item 1, 2 and 3 should be indicated	2		
	Any 2 items above should be included	1		
<b>Skill Transfer</b>	<p>In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible for water resources management in the study area.</p> <p>Capacity building plan should be attached</p>		15%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	and be inclusive of: :  1. Hands on practical training including field work; 2. Inclusion of DWS officials in all phases of the project; 3. Develop a capacity building programme with quantifiable measures; 4. Relevant software training; 5. Provision of stakeholders' empowerment plan; 6. PSP to submit a list of interns or candidates mentored by the company in order to complete their studies or become registered professionals. Provide some form of evidence within the relevant prescripts.			
	All 6 items above included.	5		
	Item 1, 2, 3 and 4 included.	4		
	Item 2, 3, 4 and 5 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
<b>TOTAL</b>			<b>100%</b>	

**Only bidders who obtain at least 70 % under Functional / Technical Evaluation will be considered for further evaluation.**

## **PHASE 2: The 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



Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**Preference Point System (Specific Goals)**

<b>SPECIFIC GOALS</b>	<b>NUMBER OF POINTS TO BE ALLOCATED</b>
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
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents requirement for verification of points allocation:

<b>Procurement Requirement</b>	<b>Required Proof Documents</b>
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

#### Conditions:

- Bidders are kindly requested to submit one copy of the proposal plus the original.
- Bidders are further requested to provide separate financial and technical proposals.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or copies thereof together with their bids, to substantiate their B-BBEE rating claims.

## **9. PROJECT MANAGEMENT ARRANGEMENTS**

### **9.1 PROJECT MANAGEMENT COMMITTEE**

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

### **9.2 PROJECT MANAGER**

The Project Manager for this study is Mohlapa Sekoele (Scientist Production: Water Resource Classification).

### **9.3 DATA OWNERSHIP**

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

### **9.4 CONTRACT AND INVOICES**

The project timeframe is 36 months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on each study task. A summarised Study Progress Report as well as a complete portfolio of evidence for all the deliverables claimed shall accompany each invoice submitted for payment.

## **10. FURTHER INFORMATION**

For technical information contact Ms Lebogang Matlala or Ms Mohlapa Sekoele on the following numbers: 012 336 6707 or 012 336 8329 respectively. Email: [matlala@dws.gov.za](mailto:matlala@dws.gov.za) or [sekoelem@dws.gov.za](mailto:sekoelem@dws.gov.za).