



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

**REQUEST FOR BID**

**BID NUMBER: 009/2024-25**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER/S FOR THE DEVELOPMENT  
AND IMPLEMENTATION OF INTEGRATED WATER QUALITY MANAGEMENT ACTIONS  
PLANS FOR THE INTEGRATED VAAL RIVER SYSTEM.**

**ISSUE DATE:**

**21 OCTOBER 2024**

**CLOSING DATE:**

**12 NOVEMBER 2024 AT 11:00am**

**SUBMIT TENDER DOCUMENT**

**TO**

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

**OR**

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

**NB: COMPULSORY BRIEFING SESSION**

**DATE: 28 OCTOBER 2024**

**TIME: 10:00AM**

**VENUE: G18 Emanzini Building, Department of Water and Sanitation, 173 Francis Baard Street, Pretoria 0100**

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

**COMPILED BY: WINNIE DOLAMO  
DEPARTMENT OF WATER AND SANITATION**



# **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><br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |
| Certificate of authority for signatory  | G        | Three different forms are attached. Bidders are required to complete only one form which is relevant to their situation                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| Copy of ID of the authorised individual | H        | The ID copy to be attached should be that of a person authorised to represent the service provider as per the completed certificate of authority for signatory form.                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| Copy of company CIPC Certificate        | I        | Bidders are required to attach copies of the CIPC certificates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| Bid Proposal                            | J        | 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:                                                                                                                                                                                                                | 009/2024-25                                                                                                                                                                               | CLOSING DATE: | 12 NOVEMBER 2024                                                         | CLOSING TIME:                 | 11:00AM                                                                                |
| DESCRIPTION                                                                                                                                                                                                                | <b>APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER/S FOR THE DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED WATER QUALITY MANAGEMENT ACTIONS PLANS FOR THE INTEGRATED VAAL RIVER SYSTEM.</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 Winnie Dolamo                                                                                                                                                                          |               | CONTACT PERSON                                                           | Mr Joshua Rasifudi            |                                                                                        |
| TELEPHONE NUMBER                                                                                                                                                                                                           | 012 336 8974                                                                                                                                                                              |               | TELEPHONE NUMBER                                                         | 012 336 6856                  |                                                                                        |
| FACSIMILE NUMBER                                                                                                                                                                                                           |                                                                                                                                                                                           |               | FACSIMILE NUMBER                                                         |                               |                                                                                        |
| E-MAIL ADDRESS                                                                                                                                                                                                             | dolamow@dws.gov.za                                                                                                                                                                        |               | E-MAIL ADDRESS                                                           | rasifudik@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]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                          |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                               | [TICK APPLICABLE BOX]<br><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<br>[IF YES ENCLOSE PROOF]                                                                                                        |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                                      |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |
| DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                       |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                          |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                      |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |
| <b>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.</b> |                                                                                                                                                                                           |               |                                                                          |                               |                                                                                        |

**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)

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER/S FOR THE DEVELOPMENT AND IMPLEMENTATION OF INTEGRATED WATER QUALITY MANAGEMENT ACTIONS PLANS FOR THE INTEGRATED VAAL RIVER SYSTEM**

NAME OF BIDDER: ..... PROJECT NO: 009/2024-25

CLOSING TIME: 11:00 AM

CLOSING DATE: 12 NOVEMBER 2024

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

**ITEM DESCRIPTION BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.

R.....

3. PHASE ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCCURED  
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

- 3.2. Other expenses, for examples accommodation (specify, e.g. Three Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURED | RATE   | QUANTITY |
|--------------------------------------|--------|----------|
| .....                                | R..... | .....    |
| .....                                | R..... | .....    |
| .....                                | R..... | .....    |

TOTAL: R.....

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

.....

**5. Estimated man-days for completion of project**

.....

**6. Are the rates quoted firm for the full period of contract?**

\*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

E-mail address: dolamow@dws.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Joshua Rasifudi

Tel: 012 336 6856

E-mail address: rasifudik@dws.gov.za

## 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 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**

<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.

2.3.1 If so, furnish particulars:

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

### 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 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

<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.

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:

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(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

Women

Disability

Youth

Location

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

#### Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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

**Women, disability, and youth:**

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

**Location of enterprise**

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

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

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

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

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

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

## RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
(project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

|    | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1  |      |          |           |
| 2  |      |          |           |
| 3  |      |          |           |
| 4  |      |          |           |
| 5  |      |          |           |
| 6  |      |          |           |
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| 11 |      |          |           |
| 12 |      |          |           |
| 13 |      |          |           |



## Resolution of Board of Directors

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|----|--|--|--|
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| 17 |  |  |  |
| 18 |  |  |  |
| 19 |  |  |  |
| 20 |  |  |  |

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### **RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(code)*



## Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

|    | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1  |      |          |           |
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| 9  |      |          |           |
| 10 |      |          |           |
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| 12 |      |          |           |
| 13 |      |          |           |

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

### Note:

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### ENTERPRISE STAMP



## SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.

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2.

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3.

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5.

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6.

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7.

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8.

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Held at \_\_\_\_\_  
\_\_\_\_\_  
(place)  
on \_\_\_\_\_  
(date)  
e)

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

- B. \*Mr/Mrs/Ms: \_\_\_\_\_ in \_\_\_\_\_ \*his/her  
Capacity as: \_\_\_\_\_ (Position in the  
Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



## Resolution of Board of Directors to enter into Consortia or Joint Ventures

Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(code)Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

|   | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |
| 5 |      |          |           |



## Resolution of Board of Directors to enter into Consortia or Joint Ventures

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| 13 |  |  |  |
| 14 |  |  |  |
| 15 |  |  |  |

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



## LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

|                         |  |
|-------------------------|--|
| <b>ENTERPRISE STAMP</b> |  |
|                         |  |
|                         |  |

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be 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
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18. Contract amendments
19. Assignment
20. Subcontracts
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 and in such manner as it 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 anti-dumping 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

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>25. Force Majeure</b>              | <p>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.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>26. Termination for insolvency</b> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>27. Settlement of Disputes</b>     | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p> |
| <b>28. Limitation of liability</b>    | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                                              |      |                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                              |      | (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.                                                                                                    |
| <b>29. Governing language</b>                                | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.                                                                                                                                                                                         |
| <b>30. Applicable law</b>                                    | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                            |
| <b>31. Notices</b>                                           | 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.                                                                                                                                                                                             |
| <b>32. Taxes and duties</b>                                  | 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.                                                                        |
| <b>33. National Industrial Participation Programme (NIP)</b> | 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.                                                                                                                                                                                                                    |
| <b>34. Prohibition of Restrictive practices</b>              | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
|                                                              | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.    |

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

The development and Implementation of  
**INTEGRATED WATER QUALITY  
MANAGEMENT ACTIONS PLANS**  
for the  
**INTEGRATED VAAL RIVER SYSTEM**

Terms of Reference:  
**REQUEST FOR STUDY PROPOSALS**

Version 1.0

August 2024



**water & sanitation**

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

**Branch: Water Resource Management**

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## LIST OF ACRONYMS

AMD – Acid Mine Drainage  
DWS – Department of Water and Sanitation  
IVRS - Integrated Vaal River System  
PSP – Professional Services Provider  
TDS – Total Dissolved Salts  
WMAs – Water Management areas

## 1. INTRODUCTION

The Integrated Vaal River System (IVRS) comprises 14 Dams, and its operations are cut across six Water Management Areas (WMAs) (Figure 1.1). This system has significant importance to shared water resources as the basin is shared with Lesotho, Namibia, and Botswana. Furthermore, the system is an important asset to the country and its people, supporting major economic activities and a population of about 12 million people.

The IVRS is characterised by extensive urbanisation, mining, industrial and farming activities ranging from extensive livestock production and dry land cultivation to vast irrigation enterprises. These activities generate substantial return flow volumes in the form of treated effluent from urban areas, agricultural fields, and mine dewatering discharging into the river. The accelerated rate of development in this catchment is negatively affecting water quality. Numerous water quality issues have been identified in the catchment.

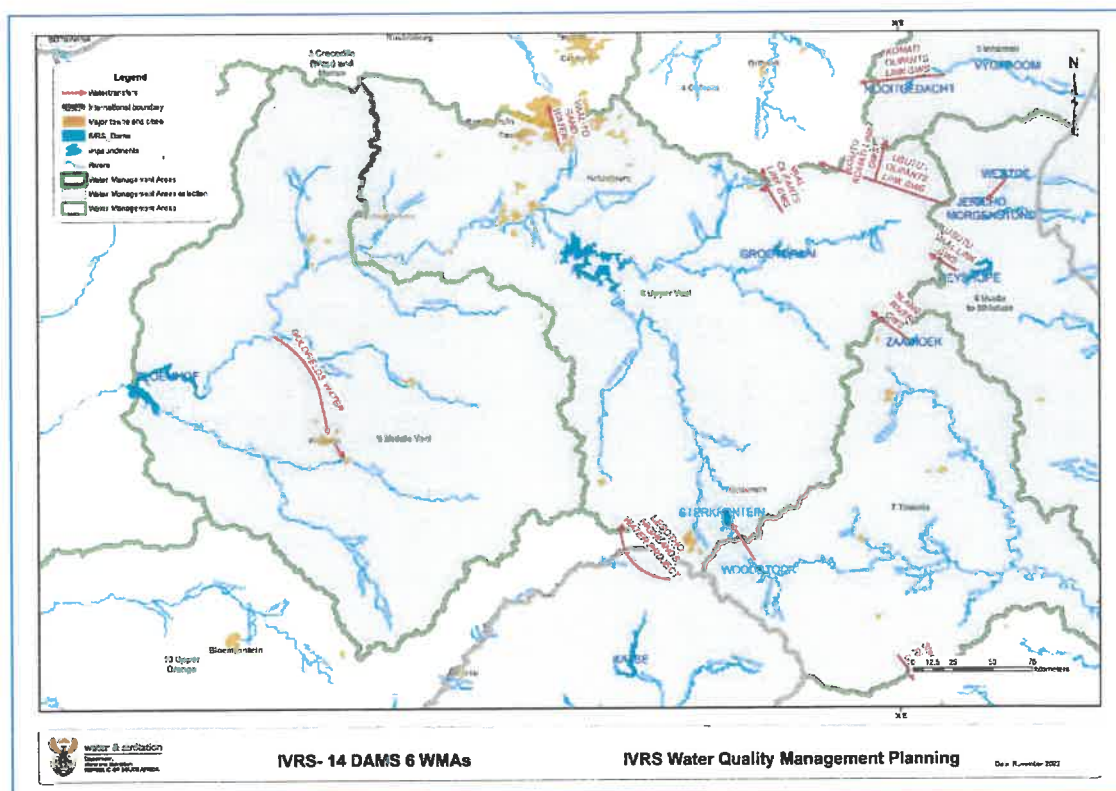


Figure 1.1: IVRS Dams and WMAs

## 2. BACKGROUND

### 2.1 Transboundary extent

Four nations share the resources of the Orange River Basin. These include South Africa, in which most of the Orange River Basin lies, Lesotho, which contains the Senqu River Catchment and shares part of the Caledon River Catchment with South Africa, Namibia, whose southern boundary with South Africa is defined by the Orange River and Botswana, which shares groundwater resources and the ephemeral Molopo River in the arid area to the north of the Basin. Information that will flow from the proposed study will facilitate useful support to ORASECOM (Orange-Senqu River Commission), especially with respect of trans-boundary water quality management, in the interest of water diplomacy and good cooperation amongst co-basin states.

### 2.2 Salinity impacts

The IVRS has continuously exhibited an increasing trend of salinisation primarily associated with mining activities (Figure 2.1). The impacts of salt loading due to mine-impacted water is evident at the Vaal Barrage due to inflows from the Suikerbosrant, Klip, Taaibosspruit and Reitspruit River catchments, where there is a need to manage the concentrations of Total Dissolved Solids (TDS) through dilution releases from the Vaal Dam to minimize impacts in the downstream.

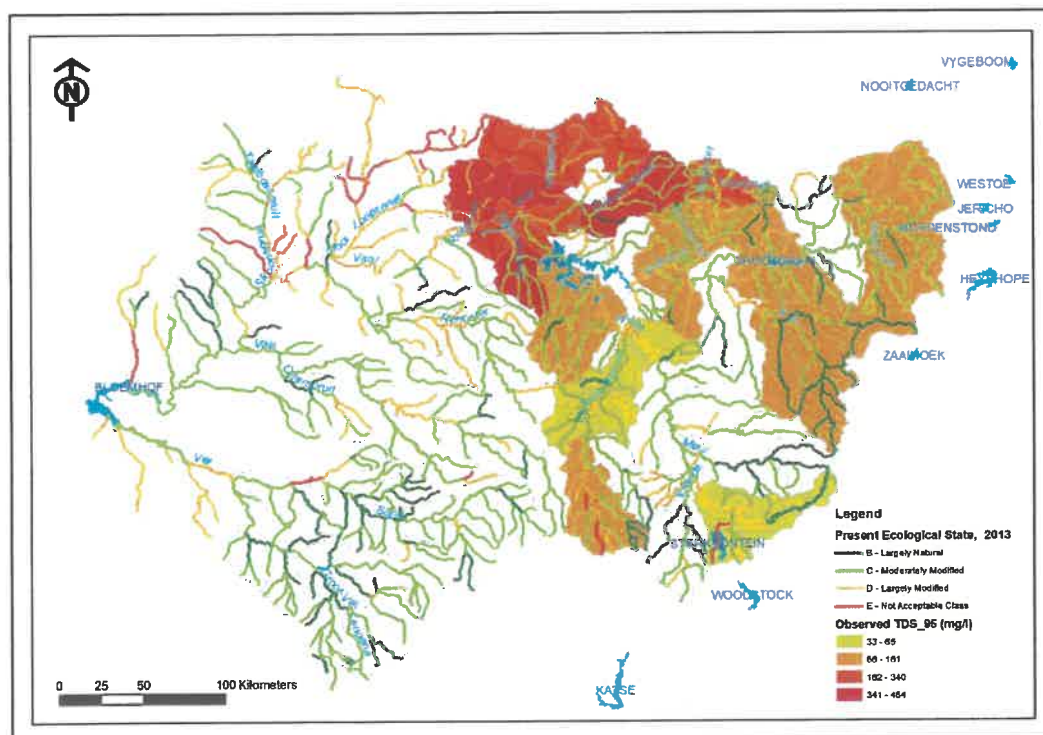


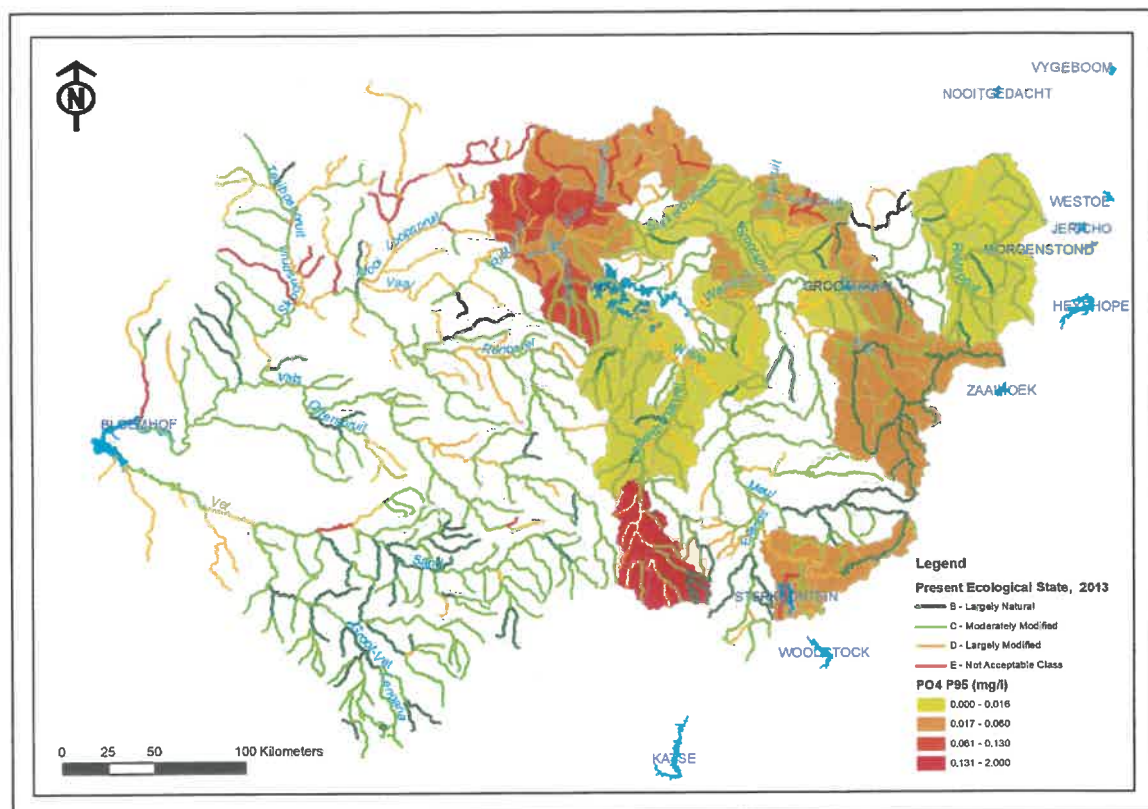
Figure 2.1: Observed 95 percentile equalled or exceeded TDS concentration (mg/L) for 1979 - 2010

There is a historical footprint of gold mining in the Witwatersrand goldfields in Johannesburg and surrounding towns. However, mass-scale cessation of gold mining operations since the late 1990s has been witnessed, leading to the termination of dewatering through pumping, which was done during operations. This has resulted in a new challenge since September 2002 of mine flooding and decanting into the water resources leading to Acid Mine Drainage (AMD). The Witwatersrand goldfields within the study area consist of catchments; Suikerbosrant River; Klip River (Gauteng); and Rietspruit River, which all drains-off at the Vaal Barrage of the Vaal River in the Upper Vaal Catchment. Thus, salinity is one of the critical water quality concerns in the Vaal River, and long-term interventions will need to be developed and implemented.

Currently, there is an Acid Mine Drainage (AMD) short-term solution project implemented by the Trans-Caledon Tunnel Authority (TCTA), where water from the Witwatersrand Basins (Eastern, Central and Western) is being pumped, after being neutralized) and released to the rivers. Furthermore, salinity at the Vaal Barrage is being managed through dilution releases from the Vaal Dam, primarily implemented during the low flow season and triggered when the TDS at Vaal Barrage reaches 580 mg/L. The interim water quality planning limit for TDS, which is used for systems operation, is 600 mg/L. For dilution purposes, the large volumes of releases from the Vaal Dam reduce the system yield due to excessive spills at the Bloemhof Dam.

## 2.3 Eutrophication

Eutrophication is also one of the significant challenges resulting in deteriorating water quality in the IVRS (Figure 2.2). This is a result of nutrients that originate from poorly treated effluents from sewage treatment works, industrial effluents, and agricultural runoff, which all end in the river system. If not timeously addressed, the water quality impacts in the Vaal River may continue to have a significant knock-on effect on the economy. Therefore, reactive short and long-term measures need to be planned for and implemented to manage the effects of anthropogenic nutrient over-enrichment in the freshwater systems of the IVRS.



**Figure 2.2 Observed Orthophosphate 95%-time exceedance (1979 - 2010)**

In most cases, the effective control of anthropogenic eutrophication can only be achieved by a drastic reduction of the total nutrient load. Although there may be multiple sources of nutrients in a catchment, inputs from municipal wastewater treatment works often contribute in excess of 50% of the annual nutrient inputs and are thus often the focus of plans to reduce nutrient over-enrichment. Given the complexity of achieving this goal, the reduction of nutrient inputs typically forms part of a medium to long-term plan for eutrophication management in affected catchments. Reactive and short-term measures must be co-considered, in support of longer-term plans, to secure water that is fit-for-use by receiving water users. These long, medium and short-term interventions involve the use of various management approaches to reverse the effects of anthropogenic nutrient over-enrichment in freshwater systems, and include:

- ▶ The use of various legal, technical, social and financial instruments to reduce the sources of excessive nutrient-loading;
- ▶ The protection and rehabilitation of ecological infrastructure that has the capacity to ameliorate adverse anthropogenic impacts; and
- ▶ The use of system operational arrangements, technology and other approaches to manage and mitigate the consequences of nutrient over-enrichment in the water resources of the IVRS. These could include flow manipulation techniques.

## 2.4 Other impacts on water quality

In addition to concerns regarding salinization and anthropogenic eutrophication, the IVRS is also subjected to pressures caused by other water quality impacts that may be well-known, emerging, or possibly unknown. It is important that planning for water quality and strategic management must consider all water quality-related concerns to limit uncertainty as far as is appropriate; to suitably influence water quality management strategy establishment; and to develop thematic plans for the management of pertinent water quality impacts that are fitting and that promote water security in the IVRS. All catchment pressures, due to any type of water quality impact, must be identified, appropriately assessed, prioritised and, if necessary, addressed in the proposed study.

## 2.5 Coordination, maintenance, and implementation of interventions

It is fundamental that the strategies and plans that are to culminate from the proposed study contract must contain practicable and implementable water management actions and interventions, supported by appropriate implementation and evaluation mechanisms, which aim to maintain and/ or improve water quality across the Vaal WMA in the short, medium and long term.

Implementation and maintenance of the Vaal River strategies are governed through the Vaal River Reconciliation Strategy Steering Committee, which met for the first time in 2010 and the IVRS Water Quality Management Strategy Steering Committee, which met once in 2012.

The continued implementation of the to-be-developed strategies and plans will be the subject of follow-up assignments that are to govern and support the coordination, implementation and maintenance of water quality management measures. This study should set the scene for continued strategy and plan implementation coordination and maintenance. Priority interventions should be commissioned during the proposed study.

## 3. DEVELOPMENT OF WATER QUALITY MANAGEMENT PLANS

Key milestones, that are associated with the study contract, include:

- ▶ Water and environmental economics, socioeconomic cost-benefit evaluation and economic modelling of management and intervention options
- ▶ Nutrient and salinity management plan development, expert input, consultation, and support.

## 4. SCOPE OF WORK

The broad scope of the intended study contract is summarised below.

### 4.1 Study goal

The overarching goal of the study contract is to-

- Develop harmonized, holistic and integrated water quality management strategy and thematic plans for implementation in the study area that would improve water quality, and secure continued fitness-for-use of water resources, in support of ecologically sustainable economic growth and social development.

### 4.2 Study area

The study area is made up of the Upper, Middle and part of the Lower Vaal which are collectively part of the Vaal Water Management Area which forms part of the Vaal-Orange Basin. Numerous inter-basin transfers link the study area with other WMAs. The IVRS includes parts of the Komati, Usuthu, Thukela and Senqu River catchments. The water resources components of the IVRS are interdependent. The IVRS is the heartbeat of South Africa's economy, with a dense population and significant developments.

The relevance of the linkages referred to, specifically includes, but is not necessarily limited to, the influence of the transfer schemes located within the Senqu River Basin (Lesotho), the potential impacts on the fitness-for-use requirements of the Lower Orange River, and the catchments linked to the Grootdraai Dam catchment that may be impacted by coal mining activities and atmospheric fallout.

### 4.3 Study programme

The study is to be initiated during the 2024/ 2025 financial year and must be concluded within 6 months from the date of initiation (*i.e.* signing of the contracts). The two tasks requested will run concurrently.

**TABLE 1** outlines the focus area, which should be refined and presented at a higher resolution in the Study Proposal:

**TABLE 1: Study programme outline**

| Item                  | FOCUS AREA                                                                                 | DURATION        |
|-----------------------|--------------------------------------------------------------------------------------------|-----------------|
| 1                     | Water and environmental economics, socioeconomics cost evaluation and economic modelling   | 6 Months        |
| 2                     | Nutrient and salinity management plan development, expert input, consultation, and support | 6 Months        |
| <b>Total Duration</b> |                                                                                            | <b>6 Months</b> |

It is recommended that the bulk of the technical deliverables be concluded by January 2024, allowing sufficient time for final review and to finalise all study outcomes. Allowance for client review and approval of all final deliverables at a minimum of two weeks, shall be built into the Study Proposal.

#### 4.4 Capability of bidding companies and required expertise

The work described under the study scope covers a wide range of technical specialist fields, and support expertise is specifically required in the following areas:

- ▶ Water quality, water chemistry and complex organic compounds
- ▶ Microbiology, with specific knowledge of algae and diatoms
- ▶ Hydrology
- ▶ Geo-hydrology and hydrogeology
- ▶ Aquatic ecology and the water quality maintenance functions of complex ecological infrastructure
- ▶ Strategy and plan development, implementation and maintenance
- ▶ Statistics, data analysis, interpretation and graphical representation of water quality information
- ▶ Water resource planning, scenario analysis and management
- ▶ Water and environmental economics, socio-economics and economic modelling

Additional expertise that might be necessary to address alternative proposals, innovative approaches or other special features contained in bidding Professional Service Providers' (PSPs) Study Proposals, and that might prove to be valuable to the study goal and aims, should also be included and identified as such.

## 5. DESCRIPTION OF STUDY COMPONENTS

### 5.1 Component 1: Scenario evaluation, management options analysis, and reconciliation and allocation of water quality

#### 5.1.1 Purpose

Scenario planning is a useful approach to deal with high levels of uncertainty when planning, developing, and managing water resources systems. Scenarios highlight many possible alternatives in the future and each alternative future is not equally likely. Probabilistic scenarios are proposed. Scenarios are able to inform the decision-making process, conversely, be applied to test the robustness of strategies. Therefore, an interactive scenario-decision system can be built to support the decision-making process in water resource planning and management. To evaluate selected developmental and water quality scenarios; to analyse management and intervention options; and to reconcile the demands for the utilisation of the capacity of water resources to assimilate waste with the available dilution capacity of such water resources.

#### 5.1.2 Scenario evaluation and management options analysis

Sound water resource quality management decisions rely on the ability to predict outcomes of streamflow and waste loading along different river reaches in the different WRMUs (or sub-catchments), and for different scenarios of land and water use in the study area. The effects of different management and intervention options must also be considered, *inter alia* by utilising the predictive capability of modelling instruments. This typically includes scenario evaluation and management options analysis with the SWATplus model. The scenario evaluation and management options analysis approach must allow for a management-oriented investigation of potential future water quality trends in space and time. It should be borne in mind that, like all projections, various degrees of uncertainty would be present in the prediction of waste loading and the associated effects on resource quality conditions and that a range of sensitivity analyses of the predictions in response to variations of controlling variables should form a standard part of the scenario evaluation.

The scenarios previously defined should be screened by applying pre-defined criteria. This is done to ensure that the evaluations are comparable and to make the ranking of scenarios and eutrophication management options in a sequence of preference and feasibility, possible. Scenarios and management options screening criteria could include:

- ▶ Economic considerations;
- ▶ Socio-political considerations;
- ▶ Ecological considerations;
- ▶ Recreational and/ or eco-tourism aspects;
- ▶ Legal considerations;
- ▶ Technical viability (physical and operational); and
- ▶ Statutory and institutional responsibilities, including co-operative arrangements.

Management measures that require physical infrastructure (e.g. water treatment and conveyance infrastructure, or water re-use options) should be identified, developed and

evaluated. Recommendations must be made with respect to management options that should be further investigated at a feasibility level of detail, and with respect to operational management options that can be implemented on conclusion of the study. An implementation schedule must form part of and inform the final linked strategy for the study area.

Options are mostly compared through cost-benefit analysis. Economic elements to be considered may for instance relate to:

- ▶ Externalised costs that are passed on to receiving water users due to salinization, anthropogenic eutrophication or upstream pollutant loading with other contaminants;
- ▶ Costs associated with physical options requiring infrastructure development or that is associated with operational management options;
- ▶ Possible benefits of delaying infrastructure development, such as the need for augmentation in cases where treatment reduces the need for blending and/ or dilution;
- ▶ Waste Discharge Charge System costs and rebates; and
- ▶ Costs associated with a gain or loss in ecological infrastructure and/ or water resources that may be of strategic importance.

In addition to supporting the scenario evaluation and options analysis through cost-benefit analysis, the economic impacts associated with prevailing water quality constituents of concern in the study area must be determined. An economist is required to, for instance, determine the externalised cost of every 10 mg/L increase in problem constituents (TDS, Phosphorus compound, Nitrogen compounds, Sulphates, etc.) in the IVRS.

Expressing impacts on water quality in economic terms (Rand & Cent) allows for a better understanding of water quality internalities and externalities. It informs scenario evaluation and management options analysis and can also be utilised to motivate recommendations to decision-makers and to support the desired interventions that will be presented in the water quality management strategy and thematic plans.

Economic impacts or costs may include impacts on economic sectors; loss of income due to impacts on livelihood activities; time and productivity costs of people; increased costs of water treatment by industry and water services providers; loss of reservoir storage capacity from sedimentation leading to reduced water availability or the need to construct further water storage infrastructure; costs of weed control; maintenance of monitoring and radiological protection activities; costs of reassuring the public about the safety of water; costs of pollution prevention measures; costs of pollution-related litigation; loss of property value; increased medical costs as a result of increases in water-related diseases; increased morbidity and mortality; loss of ecosystem goods and services (including fish, recreational opportunities and tourism); and costs of remediation of degraded water resources.

### 5.1.3 Deliverables or Outcomes

- ▶ An *Impact Modelling Report* that *inter alia* describes economic impacts;
- ▶ A *Scenario Evaluation and Management Options cost-benefit Analysis Report*, that evaluates all the defined plausible water quality management and developmental scenarios, analyses concomitant management and intervention options, and recommends desired scenarios and options.

## 5.2 Component 2: Salinity Management Plan for the Integrated Vaal River System

### 5.2.1 Purpose

(i) To develop a thematic water quality management plan that would address salt-loading of the Grootdraai Dam and Vaal Barrage, in support of the IVRS water quality management strategy. (ii) To develop a thematic water quality management plan that would address salt-loading of the Middle Vaal River (Vaal Barrage to Bloemhof Dam), in support of the IVRS water quality management strategy.

### 5.2.2 Approach

To achieve this, the SWATplus model will be used.

The activities to be undertaken include:

- ▶ The consideration of the salt-generating potential associated with disturbed/ undisturbed mining areas to assist in salt wash-off prediction.
- ▶ Water return-flow volumes, water quality characteristics (including concentrations and loads) and projections for the future need to be characterised and assessed;
- ▶ The identification of an initial set of water quality management options/ scenarios;
- ▶ Preliminary costing of the options must be undertaken;
- ▶ Application of the SWAT model to assess the efficacy of the management options/ scenarios in meeting the applicable WQPLs;
- ▶ Other criteria such as environmental and social aspects must also be considered in evaluating the options/ scenarios;
- ▶ The options will be screened and a final set of options/ scenarios selected to take forward for more detailed analysis and costing;
- ▶ A final round of analysis will be undertaken to formulate the plan and to document it; and
- ▶ A salt balance, load allocations to achieve the required WQPLs, while considering the economic implications of management measures, (a) load reduction plan(s) , if required, and the water quality requirements of transfers into/ out of the catchment are to constitute a main output that must be addressed in the plan.
- ▶ The management of Acid Mine Drainage (AMD) and the need for operational dilution or blending releases to manage DMS concentrations in the Middle Vaal River and/ or in the Rand Water supply. This thematic plan is to consider and influence the on-going Vaal River System Operating Analysis and water balance projections. The Plan will be based on updated information and must optimise recommendations on a way forward with respect to the long-term management of AMD from mining that affect the Middle and Lower Vaal River. This involves comprehending the characteristics and impacts of the life of mining up to post-mine closure on water security in the IVRS, which is also linked to the Far-Western, KOSH, and Free State Gold Fields underground mining basins;
- ▶ The identification of an initial set of water quality management options/ scenarios, including blending options to manage DMS concentrations in Rand Water's water supply should be assessed/ re-assessed;
- ▶ Water return-flow volumes, water quality characteristics (including concentrations and loads) and projections for the future need to be characterised and assessed;

- ▶ Water re-use options and their desirability, e.g. the reuse and/ or re-cycling of sewage water in the Eastern Basin, should be considered;
- ▶ Preliminary costing of the options must be undertaken;
- ▶ Application of the WRPM to assess the efficacy of the management options/ scenarios in meeting the applicable WQPLs;
- ▶ Other criteria such as environmental and social aspects must also be considered in evaluating the options/ scenarios;
- ▶ The options will be screened and a final set of options/ scenarios selected to take forward for more detailed analysis and costing;
- ▶ A final round of analysis will be undertaken to formulate the plan and to document it; and
- ▶ A salt balance, load allocations to achieve the required WQPLs, while considering the economic implications of management measures, and (a) load reduction plan(s), if required, are to constitute a main output that must be addressed in the plan.

### 5.2.3 Deliverables or outcomes

*Water Quality Management Plan Report* to address salinity in the Grootdraai Dam, Vaal Barrage to Bloemhof Dams, linked Catchment and water resources must integrate and link to the outputs to be derived from this study component.

## 5.3 Component 3: Nutrient Management Plan for the Integrated Vaal River System

### 5.3.1 Purpose

To develop a thematic water quality management plan that would include addressing- (1) the blooms of filamentous water grass in Grootdraai Dam water that causes blockages at the Grootfontein Pump Station during the pumping of water to Sasol and Eskom; and (2) the hypertrophic conditions in the Middle Vaal River, in support of the IVRS water quality management strategy.

### 5.3.2 Approach

To achieve this, the SWATplus model will be used.

The activities to be undertaken include:

- ▶ The identification of an initial set of water quality management options/ scenarios
- ▶ Preliminary costing of the options must be undertaken
- ▶ Application of the SWATplus model to assess the efficacy of the management options/ scenarios in meeting the applicable WQPLs
- ▶ Other criteria such as environmental and social aspects must also be considered in evaluating the options/ scenarios
- ▶ The options will be screened and a final set of options/ scenarios selected to take forward for more detailed analysis and costing
- ▶ A final round of analysis will be undertaken to formulate the plan and to document it as? nutrient standards, a nutrient balance, load allocations to achieve the required WQPLs, while

considering the economic implications of management measures, and (a) load reduction plan(s), if required, are to constitute a main output that must be addressed in the plan.

### 5.3.3 Deliverables or Outcomes

*Water Quality Management Plan Report* to address nutrient-loading in the IVRS.

## 6. DELIVERABLE AND STUDY REPORT REQUIREMENTS

Reports shall be written in a clear and concise manner and information presented in a user-friendly format.

- ▶ All first draft reports shall be reviewed by the Project Management Team (PMT) before being submitted to the Project Steering Committee (PSC) for approval. First draft reports will include all introductory pages, complete summaries and all annexures and give comprehensive technical descriptions of the processes followed and the results achieved. First draft reports should require limited Client input and if it is submitted incomplete, it will not be considered as the first draft and can be returned to the PSP. The PSP must allow a minimum of two weeks in the study programme per document for review purposes
- ▶ The graphical content in all study reports must be prepared by a person suitably qualified in graphical design. Care must be taken to ensure that such content is professionally prepared
- ▶ Reports will only be considered as finalised once they have been signed off by the relevant DWS officials
- ▶ All documents shall comply with the standard for documentation produced within the Branch: Water Resource Management.
- ▶ All reports shall be produced free of any copyright restrictions by the authors and reports should be available for reproduction, if need be
- ▶ The ownership of all intellectual property derived from this study shall vest in the Client. This stipulation will be included in the contract between the Client and the appointed PSP
- ▶ All raw data, model setup, photos, metadata and shape files generated during the study, where applicable, must also be supplied on a CD/ DVD to the client. Data should be organised and filed efficiently for testing etc.
- ▶ Hard copies of draft reports are to be submitted (for commenting by the Study Team), as well as in electronic (MS Word) format (for record keeping purpose and commenting by the Study Steering Committee)
- ▶ 5x Copies of bound final reports are to be submitted to DWS; and
- ▶ In addition, one unbound copy of each final deliverable, one electronic copy in MS Word format on CD/ DVD and electronic copies in PDF format on 50x CD/ DVDs or memory sticks are also to be supplied.

## 7. STUDY MANAGEMENT

### 7.1 Client and study name

DWS will act as the Client for this study through the Sub-Directorate: Integrated Water Resource Studies.

The formal study name shall be:

*"Error! Reference source not found."*

### 7.2 Execution, supervision and control

Supervision of the study and the overall management of administrative and contractual matters will be conducted by the Sub-Directorate Integrated Water Resource Studies of the Directorate Water information Integration, Chief Directorate National Water Resource Information and Management, Branch Water Resource Management, DWS.

The study will be administered and managed by the Project Management Team (PMT), under the technical and strategic guidance of the Project Steering Committee (PSC), with wider stakeholder input from the Stakeholders.

### 7.3 Client – Professional Service Provider relationship

A close working relationship between the Client and the PSP must be maintained during the execution of the study. The PSP Study Leader shall ensure that the work undertaken complies with the scope of work described in the ToR.

The PSP Study Leader shall ensure that his/ her team members regularly report back to him/ her on progress made and on any findings. The PSP Study Leader shall convey such information without any delay to the Client Project Manager. The Client reserves the right to suspend the work if the above is not adhered to.

### 7.4 Financial management

The PSP shall ensure that the client is invoiced as specified and that invoices are supported by all the necessary documentation. It is the responsibility of the PSP to ascertain the requirements for invoicing at the onset of the study. It is important that a progress report, including evidence of deliverables invoiced for is submitted with each invoice. Remuneration for invoiced work will be based on actual deliverables, as approved by the Client, and not on time and cost. An amount equal to 10% of the total approved contract amount will be retained until the final reports are submitted and approved by the Client. The 10% retention comes into effect near the end of the study when 90% of the contract amount has been paid, and only if the final reports are still outstanding.

## 8. INFORMATION ON THE STUDY PROPOSAL

### 8.1 Extent and submission

Bidders are required to submit, at their own cost, Study Proposals consisting of separate technical and financial proposals.

All the discussions in the technical Study Proposal should be to the point and the text **should not exceed 15 (fifteen) A4 pages**, excluding appendices, at a font size of not less than 11 and a line spacing of not less than 1.

Bidders should take note of the following requirements:

- ▶ One (1) original plus one (1) copy of the technical Study Proposal must be submitted;
- ▶ One (1) original plus one (1) copy of the financial Study Proposal must be submitted;
- ▶ Proposal documents must be placed singly in an envelope that is sealed and marked "ORIGINAL" or "COPY", as the case may be;
- ▶ Envelopes must be clearly addressed according to the instructions on the Invitation to Bid (Form SBD 1) and marked with the Bid Number, and bidder's name and address; and
- ▶ The technical Study Proposal and financial Study Proposal must be submitted in separate sealed envelopes.

The Department of Water and Sanitation is under no obligation to accept any bid, for whatever reasons it may consider appropriate, and reserves the right not to proceed with the appointment of any firm that responded to the invitation to tender. If a decision is made not to proceed with an appointment, official notification will be given to all bidders who attended the compulsory briefing session.

### 8.2 Information to be included in the technical Study Proposal

TABLE 5 should be consulted when compiling the technical Study Proposal. Care should be taken to explicitly address all the requirements noted for evaluation in TABLE 5. The following information forms part of the technical Study Proposal and informs the evaluation of functionality (technical) compliance:

#### 8.2.1 Company or Joint Venture Profile

A concise Company or Joint Venture Profile containing details of past work of a similar nature undertaken by bidding companies must be compiled and appended to the technical Study Proposal. Sufficient details must be given, preferably in a list and/ or table format, to indicate the extent to which these previous studies or projects related to the work described in the ToR, including providing the names of the client companies, the names of the client company contact person(s) and their position(s) and contact information (preferably cellular phone numbers and email addresses), the study/ project names, approximate budget sizes, duration, and dates completed.

The nature of all the studies/ projects recorded as previous similar studies/ projects should be briefly described and, if qualifying as a previous relevant study. The number of previous relevant studies that addressed two or more of the aspects used to test relevance, and that had been successfully completed, should be explicitly stated.

The number of past relevant studies for which evidence of good quality work delivered is provided should be explicitly stated. Signed, dated and stamped Client Reference Letters should be annexed, as supporting proof of good quality work delivered, to the Company or

Joint Venture Profile in the technical Study Proposal. Client Reference Letters of as many as possible of the past relevant studies, containing the names of the client companies, the names of the client company contact person(s) and their position(s) and contact information (preferably cellular phone numbers and email addresses), the study or project names, approximate budget sizes, duration, and dates completed that explicitly indicate quality of work should be included.

In addition, explicit reference should be made to, and concise information included to indicate water resource planning related work that was done in the IVRS or Orange River Basin, or their sub-catchments. Bidding companies that, in the past, undertook such work associated with the IVRS or in the Orange River Basin will have an added advantage.

### 8.2.2 Methodology (Scope of Work)

The technical Study Proposal should contain a concise, to-the-point and clear description of the Scope of Work (SoW), such that it reveals the bidding PSPs' technical understanding of the requisite study and demonstrate scientific soundness. The proposed approach and methods to be employed during the study should be outlined with emphasis on the important or critical aspects of each task. It is advisable to break the SoW down into logical elements, such as phases and/ or tasks, and to demonstrate how these relate to one another, and how they contribute towards the study goal(s). A detailed study program with a duration schedule (Gantt chart) and schedule of responsibilities needs to be included as part of the study methodology. In addition, the deliverables that can be expected from the proposed study should also be described and associated with the methodology descriptions in the proposed SoW. The SoW may also be used by the bidding PSP to briefly present alternative proposals, innovative approaches or other special features of their Study Proposal. See TABLE 5 on how "methodology" is to be evaluated.

### 8.2.3 Team capability

A study team organogram must be provided indicating key positions, such as study leader, task leaders and supporting specialists and personnel. An organogram should also be included to indicate the levels at which there will be interaction with the client and other parties. Persons proposed for these positions must be identified, *inter alia* taking cognisance of the specialist technical fields and support expertise.

The proposed PSP team members should be recorded, preferably in table format, *inter alia* indicating years' applicable experience, average years' applicable experience per group (e.g. for the study leader together with the assistant study leader and/ or study coordinator), technical PSP team members with experience in the IVRS and/ or the Orange River Basin and the specialist technical fields and/ or support expertise requirements addressed.

The study leader, assistant study leader and/ or study coordinator must have the capability to manage large, inter-disciplinary studies and should have proven experience in resource water quality planning and management. Task leaders shall have proven capability in the applicable fields they are to be leading and supporting specialists shall have proven capability in the applicable fields they are to be involved in. PSP team members with experience in water resource planning and management related work in the Vaal and Orange River Basins will have an added advantage as knowledge on local conditions will play a large role in the success of the study. Experience, whether obtained continuously or intermittently in a 12-month period, will count as a year applicable experience.

Supporting abridged *Curricula Vitae* (CVs) should be appended to the technical Study Proposal. The individual abridged CVs should be no longer than 3 (three) A4 pages at font

size of not less than 11 and at line spacing of not less than 1. Brief statements on technical and functional capability, focus of capacity, education and tertiary qualifications, role(s) to be played under the proposed study contract, role(s) played in past relevant studies/ projects, as well as years of experience and years of experience relevant to the tasks envisaged, must be given for each designated PSP team member. Study Proposals should also contain information on the roles and capability of support and/ or administrative staff.

It will be necessary to have a competent, well-balanced and capable PSP study team. Bidding companies that do not have in-house capacity, capability or specific technical expertise in any particular aspect of the assignment are free to form associations or joint ventures with other PSPs that would provide the necessary services. The Study Proposal must provide details about the nature of such collaborations. Joint ventures are required to submit a formal agreement between the parties involved in the joint venture. The percentage involvement of each firm in the joint venture must be clearly stated. Information to be included in the financial Study Proposal

The financial Study Proposal is to be a stand-alone document. It shall clearly indicate the total study price (inclusive of VAT) that the bidding PSP will charge to deliver services in accordance with the ToR and their technical Study Proposal. Payment for services will be made per deliverable, based on the allocation of resources to the various phases, tasks, sub-tasks and/ or activities required, and the applicant must, together with the financial Study Proposal, provide clear indications of how the study costs (per deliverable) were derived.

It will be required of each bidding PSP to prepare the following information to DWS standards, as specified in the relevant appendices, and to include them in their financial Study Proposals:

- ▶ A detailed study program with duration schedule and anticipated cash-flow projected over the contract period;
- ▶ Summary of human resource utilization (APPENDIX A)
- ▶ Cost schedule per task and deliverable (APPENDIX B)
- ▶ Summary of the financial proposal (APPENDIX C) and
- ▶ Additional tasks, if any, which might add value to the study scope must be costed separately as optional extras and clearly marked as such.

The financial Study Proposal shall make provision for all foreseen costs and expenses to be undertaken to complete the ToR and the SoW specified in the technical Study Proposal. Activities, additional to those required to execute the ToR, should be clearly indicated in both the technical and financial Study Proposals.

The financial Study Proposal shall confirm the proposed study duration and total cost (including VAT) **in unambiguous terms** and must provide value for money.

#### 8.2.4 Cost of deliverables

The cost of deliverables must be defined in the financial Study Proposal because it is the intention to manage the Study and pay for services rendered based on achieved deliverables and not on time and cost basis. The man-hours, which also need to be provided, must therefore be linked to suitable deliverables that can be achieved on a regular basis to facilitate the required cash-flow and payments to the PSP.

The cost of deliverables will form the basis of the study budget and shall include:

- ▶ Professional time-based costs and disbursements for each task;
- ▶ Sub-consultants whose costs will be recovered from the contract amount;

- All provisional sums, as specified in this ToR, should be allocated per phase and task; and
- Value Added Tax (VAT) at 15% of the total estimated cost.

## 9. ADMINISTRATIVE COMPLIANCE

**TABLE 2: Administrative compliance**

| DOCUMENTS |                                                                                                                           | REQUIREMENTS |    |
|-----------|---------------------------------------------------------------------------------------------------------------------------|--------------|----|
|           |                                                                                                                           | Yes          | No |
| 1.        | Companies must be registered with the 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                                                                     |              |    |

\* To be included as part of the financial Study Proposal.

## 10. EVALUATION SYSTEM

Department of Water and Sanitation will evaluate the bid in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. DWS has adopted a three-phase evaluation process, consisting of the following phases:

- **Phase 1:** Mandatory requirements.
- **Phase 2:** Functionality (technical) compliance; and
- **Phase 3:** Points awarded for Price and Specific Goals

Preceding phases must be passed prior to proceeding to the next phase. Bids will be disqualified if Phases 1 or 2 are not passed.

### 10.1 Phase 1: Mandatory requirements

#### 10.1.1 Mandatory requirements

Bidders are required to comply with the mandatory requirements listed in **TABLE 3**. Failure to comply will lead to the disqualification of the bid. Bidders must comply with all stipulated mandatory requirements to qualify for advancement to Phase 2.

**TABLE 3: Mandatory requirements**

| REQUIREMENTS |                                                                                                                                                                                                                                                                                                                                                                                  | Comply | Not Comply |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|
| 1.           | A compulsory briefing session will be held for interested PSPs to introduce the study and clarify the tender process. Details concerning the date, time and venue of the compulsory briefing session will be confirmed once Study Proposals have been invited. A Compulsory Briefing Session attendance register must be completed as proof of attendance of lead PSP companies. |        |            |
| 2.           | The study leader must be a professional engineer, registered with the Engineering Council of South Africa (ECSA), or a professional natural scientist, registered with the South African Council for Natural Scientific Professions (SACNASP). A valid proof of the registration must be included in the technical Study Proposal.                                               |        |            |

## 10.2 Phase 2: Functionality / Technical Criteria

The bidder is expected to achieve a minimum required score of 65% for functionality in order to qualify to the next phase. Bids that do not meet the minimum required score will be disqualified. The Functional/Technical criteria are:

**TABLE 4: Criteria weighting and minimum scores.**

Values:

|                    |               |                  |               |                    |
|--------------------|---------------|------------------|---------------|--------------------|
| <b>1 Very Poor</b> | <b>2 Poor</b> | <b>3 Average</b> | <b>4 Good</b> | <b>5 Excellent</b> |
|--------------------|---------------|------------------|---------------|--------------------|

**TABLE 5: Functional/Technical Evaluation**

| Criteria                   | Sub-Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Points Value | Weight of Criterion | Bidder Score |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------|--------------|
| <b>Team Qualifications</b> | Considers the technical and professional skills of the project team, availability and specified roles of the full project team for the duration of the project, regional knowledge and proven conceptual abilities (supported by other client references). <b>Abbreviated Curriculum Vitae (CVs) of all personnel, not longer than two pages each, shall be included in an Appendix.</b><br><br>Key team members should have an expertise (qualification) and experience of at least five years in the following study components:<br><br>1. Environmental Economics and cost evaluations<br>2. Hydrology / Civil and Hydrogeology.<br>3. Water Quality Planning and modelling<br>4. Geographic Information System (GIS); and<br>5. Ecology/ Geomorphology. |              | 30                  |              |
|                            | All 5 items above included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 5            |                     |              |
|                            | Item 1, 2, 3 and 5 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4            |                     |              |
|                            | Item 1, 2, 3 and 4 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3            |                     |              |
|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                     |              |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |    |  |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--|
|                                    | Item 1, 2 and 3 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2 |    |  |
|                                    | Any 2 items above included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1 |    |  |
| <b>Experience of key personnel</b> | <p><b>Relevance of previous studies (To be explicitly stated in the Company or Joint Venture Profile):</b></p> <p>Sufficient details must be given to indicate the extent to which previous studies/ projects relate to the work described in the ToR, including providing the names of client companies, the names of client company contact person(s) and their position(s) and contact information, the study/ project names, approximate budget, duration, and dates completed. The following <b>five aspects</b> (one point per aspect) will be used to evaluate the collective relevance of all previous studies/ projects:</p> <p>1. Environmental Economics and Cost Evaluation</p> <ul style="list-style-type: none"> <li>• Knowledge of Environmental pollution and cost evaluation assessments</li> <li>• Knowledge of infrastructure development</li> <li>• Waste Discharge Charge System costs and rebates</li> <li>• Cost benefit analysis, economic modelling,</li> </ul> <p>2. Hydrologist / Civil Engineer</p> <p>Knowledge of hydrology and Water Resource planning that covers water quality (reconciliation, foresight, scenario evaluation, cost-benefit analysis, economic modelling, and/ or management and intervention options analysis that were done in previous studies/ projects</p> <p>3. Hydrogeologist.</p> <p>Knowledge of mine impacted water and assessment of acid mine drainage, and various assessment of decant elevation, volumes and environmental conditions, including intervention options.</p> <p>4. Water Quality Planning and modelling</p> <p>The following modelling instruments were all utilised in previous studies/ projects: SWAT+, WRSIM, WQSAM WRYM and WRPM. Development of basin water quality management strategies or thematic water quality management plans. Basin water quality management strategies/ plans and/ or thematic water quality management plans were developed in previous studies/ projects.</p> <p>5. Ecologist/ Geomorphologist.</p> |   | 25 |  |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |    |  |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|--|
|                                              | Determination of water quality load and/ or concentration objectives: Load objectives, RQOs for water quality and/ or RWQOs/ WQPLs were developed in previous studies/ projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |    |  |
|                                              | Four key personnel with 5 years' experience and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5 |    |  |
|                                              | Three key personnel with 5 years' experience and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 4 |    |  |
|                                              | Two key personnel with 5 years' experience and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 3 |    |  |
|                                              | One key personnel with 5 years' experience and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 |    |  |
|                                              | No key personnel with 5 years' experience and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 |    |  |
| <b>Capacity Building and Skills Transfer</b> | In terms of building capacity and ensuring skills transfer to the DWS study team, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of the internal study team responsible for execution of the project. Capacity building is realised through the following:<br><br>1. Hands on practical training including field work.<br>2. Inclusion of DWS study team officials in all phases of the project.<br>3. Develop a capacity building programme with quantifiable measures.<br>4. Relevant software or models training and training manuals; and<br>5. Inclusion of local specialists and stakeholders. |   | 15 |  |
|                                              | All 5 items above included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 5 |    |  |
|                                              | Item 1, 2, 3 and 4 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4 |    |  |
|                                              | Item 1, 3, 4 and 5 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3 |    |  |
|                                              | Item 1, 2 and 3 included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 |    |  |
|                                              | Any 2 items above included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 |    |  |
| <b>Methodology</b>                           | The methodology will be evaluated on the following:<br>1. Responsiveness to the Terms of Reference;<br>2. Level of detail to the proposal;<br>3. Attention to project management.<br>4. Innovative approaches and ideas; and<br>5. Applicability of the methodologies in water resource management.                                                                                                                                                                                                                                                                                                                                                                        |   | 30 |  |
|                                              | All 5 items above included.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 5 |    |  |

|              |                                      |   |             |  |
|--------------|--------------------------------------|---|-------------|--|
|              | Item 1, 2, 4 and 5 included.         | 4 |             |  |
|              | Item 1, 2, 3 and 4 included.         | 3 |             |  |
|              | Item 1, 2 and 3 included.            | 2 |             |  |
|              | Any 2 items above should be included | 1 |             |  |
| <b>TOTAL</b> |                                      |   | <b>100%</b> |  |

Further evaluation is based on Price and Specific goals after the minimum scores for functionality have been achieved by the bidder.

### 10.3 Phase 3: Price awarded for Price and Specific Goals (80/20 Preferential Point System)

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:

Where:

**Ps** =

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                                                          | 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 Report                                                            | Full CSD |
| Disability Report                                                       | Full CSD |
| Youth Report                                                            | Full CSD |
| Location Report                                                         | Full CSD |
| 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

#### **SPECIAL CONDITION OF BID**

- The department reserves to write to engage with the successful service provider to negotiate the prices as submitted.

- If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the service.

## 11.

### DEADLINE AND ADDRESS FOR SUBMISSIONS

Proposals are to be submitted in accordance with form *SBD1 "Invitation to Bid"*.

## 12. ENQUIRIES

### For technical enquiries contact:

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