



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

REQUEST FOR BID

BID NUMBER: WP11498

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF
OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF
INTERGRATED WATER SUPPLY SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

ISSUE DATE:

09 DECEMBER 2024

CLOSING DATE:

13 FEBRUARY 2025 AT 11:00am

SUBMIT TENDER DOCUMENT

TO

OR

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

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

Compulsory briefing session

N/A

TENDERER: (Company address and stamp)

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

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

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

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

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have 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	
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.	
Resolution of board of Directors for company /close corporation/ partnership	G	The template resolution provided must be completed in full	
Resolution of Board of Directors to enter into consortia or joint ventures	H	The template resolution provided must be completed in full	
Copy of company CIPC certificate	I	Bidders are required to attach a copy of CIPC certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11498	CLOSING DATE:	13 FEBRUARY 2025	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF INTERGRATED WATER SUPPLY SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Celiwe Ntuli	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 7618	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Dolamow@dws.gov.za		E-MAIL ADDRESS	Ntulic@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF INTERGRATED WATER SUPPLY SYSTEMS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

NAME OF BIDDER:PROJECT NO: **WP11498**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **13 February 2025**

OFFER TO BE VALID FOR **180 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:

Ms Celiwe Ntuli

Tel: 012 336 7618

E-mail address: Ntulic@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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the 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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive

tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:
DATE:
ADDRESS:
.....
.....
.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Required Proof Documents

Women

Full CSD Report

Disability

Full CSD Report

Youth

Full CSD Report

Location

Full CSD Report

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

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint

Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

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			
7			
8			
9			
10			
11			
12			
13			



Resolution of Board of Directors

14			
15			
16			
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)



Joint Ventures

Resolution of Board of Directors to enter into Consortia or

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
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. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____

_____ (pla



ce)ON

(dat

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 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			
6			
7			
8			
9			
10			
11			
12			
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

I,hereby confirm that I am the
sole owner of the business trading as

Signature: Sole owner.....

Date.....

Witnesses:

1. Date :

2.

ENTERPRISE STAMP

Annexure A

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
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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
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18.	Contract amendments
19.	Assignment
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23.	Termination for default
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General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

25. Force Majeure	<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>
26. Termination for insolvency	<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>
27. Settlement of Disputes	<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>
28. Limitation of liability	<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.
29. Governing language	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.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

TERMS OF REFERENCE

DEVELOPMENT OF OPERATING RULES FOR WATER SUPPLY AND DROUGHT MANAGEMENT OF INTEGRATED WATER SUPPLY SYSTEMS FOR A PERIOD OF 36 MONTHS

Version
October 2024



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

**Sub-Directorate: Systems Operation
Directorate: Water Resource Management Planning
Chief Directorate: National Water Resources Planning**

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1. BACKGROUND

Most of South Africa is in semi-arid climatic conditions in which water remains a scarce commodity that requires judicious operation. Moreover, the scarcity of water is likely to be aggravated by increasing water requirements on water resources and variability in weather patterns due to climate change, with more severe and frequently occurring droughts putting greater stress on the water resources as has been evident in the previous drought.

Besides other objectives, the National Water Act (Act 36 of 1998) aims to address historical imbalances in relation to access to water. This is coming when requirements for water are progressively increasing as the country is firmly engaged on a path of socio-economic development. Furthermore, an improved standard of living and population growth is also translating into an exponential increase in the domestic water requirement. This is in addition to the requirements of the ecological component of the reserve that aims at ensuring that development does not take place at the expense of the ecosystem.

The present water resources infrastructure may not be able to fully accommodate the increasing water requirements. However, opportunities for new infrastructural development are not unlimited. Therefore, the country will have to make better use of the resources that are currently in place.

Previously, groundwater operation has not received much attention. To improve the operation of conjunctive use of surface and groundwater, and management thereof, new approaches have been devised. Tools previously used to analyse the operation of surface water alone have been modified to allow for the assessment of the interaction between surface and groundwater resources.

The Department of Water and Sanitation (DWS) has also set in motion the transfer of some water infrastructure and the establishment of new decentralised institutions which play a greater role and take much responsibility for the operation of the water schemes. These institutions are faced with all the above challenges and require operational support and guidance.

The need to know in advance when water curtailments may have to be imposed or lifted, to serve as early warning systems is now a challenge for both operators and users in the field. This project, therefore, aims to update the operating rules at least annually or as required for the water resource systems, to reconcile the water availability with the demand patterns within the short-medium term. In the process, the capacity of the dams and/or systems to supply water at the required assurances of supply for the various water user sectors will be demonstrated. An interactive approach between water users and decision-makers will be followed during the study when the demand patterns and the operating rules will be refined with time to optimise the operation of the systems.

Over the past years, DWS has developed operating rules for various systems. Operating rules that were developed during previous projects need to be maintained in terms of changing water demands, infrastructure configuration and revised information about water availability. Continuous capacity building at relevant municipalities and other institutions where staff turnover is very high will also form part of this project.

Establishing operating rules requires that their characteristics and features are well understood. It is suggested that the first step in the development of the operating rules will therefore be to define the scheme as comprehensively as possible or refine where applicable. Further tasks comprise the identification/updating of the relevant stakeholder's list and the determination of

other characteristics, notably the water requirements as well as availability, the existing infrastructure and its ability to meet the requirements. Tools to be used in carrying out such analyses need to be developed where necessary and/or proved to be effective. Early warning systems or trigger benchmarks and operational management during drought, for instance how to impose or lift water restrictions, should form an integral part of the operating rules.

To effectively involve stakeholders and decision makers in the operation of the schemes, appropriate institutional arrangements need to be established, such as the Study Management Committee (SMC) and the System Operation Forums (SOF). The SMC has the responsibility of guiding the study and making management decisions. The SOF will provide a consultative platform among the relevant stakeholders; for the implementation, monitoring, auditing, reviewing and updating of system operating rules and/or restrictions

2. OBJECTIVES OF THE STUDIES

The main objective of the studies is to develop and/or review operating rules for bulk water supply and drought management of integrated water supply systems including, but not limited to the following systems:

Central Planning Area

- Integrated Vaal River System
- Orange River System
- Greater Bloemfontein Water Supply System

Northern Planning Area

- Polokwane Water Supply System
- Integrated Olifants River System
- Luvuvhu-Letaba River System
- Mahikeng Water Supply System
- Crocodile West River System
- Marico River System

Eastern Planning Area

- Crocodile East River System
- uMhlathuze Water Supply System
- Umgeni Water Supply System

Southern Planning Area

- Algoa Water Supply System
- Amathole Water Supply System
- Mossel Bay Water Supply System
- Western Cape Water Supply System

Other associated objectives are to:

1. Review a database of dams/schemes/systems showing their characteristics like location, ownership, infrastructure type and capacity, etc;
2. Determine water availability including historical firm yield, stochastic yield-reliability relationships and water usage/allocation (monthly) from the respective water resource systems;

3. Set-up and reconfigure a suitable decision support system (DSS) for operational management and computing monthly water supply schedules from the dams/schemes/systems;
4. Derive system storage control curves (SCC), flow duration curves or any other benchmark to indicate the different system storage stress/drought levels/zones;
5. Compute and develop probabilistic storage projections with an actual water storage level superimposing capability, which will serve as a monitoring tool and early warning systems to indicate if and when restrictions may have to be imposed/lifted;
6. Undertake public participation, in liaison with DWS, to enhance establishment of representative institutional arrangement as a forum for stakeholders to participate in operational decision-making.
7. Support DWS in the monitoring and interpretation of the performance of the dams/systems as per the given operating rules, and identifying appropriate interventions that may be required;
8. Establish rate/variation of dam siltation and water quality deterioration, and identify appropriate operational strategies to mitigate their negative impacts; and
9. Evaluate the number of stand-alone dams, schemes or systems that need up-to-date operating rules - in consultation with DWS, Catchment Management Agencies (CMAs), municipalities and any other water service provider (WSP);
10. Provide training and capacity building.

3. GENERAL APPROACH TO THE STUDIES

The studies will be managed by the Directorate: Water Resource Management Planning. Although the objectives of the studies are the same, the studies will be split into four to have one study per DWS's four planning areas, for the sake of easier and more focused implementation. Due to specific features of the dams/systems, close collaboration with, the relevant DWS Provincial Offices, CMAs, NWIB and municipal/water service providers is essential. Other DWS directorates, within the Chief Directorate National Water Resources Planning, Water Resource Information Management, Water Ecosystems, Water Services Planning and Information and Water Regulation, will also have to be involved.

During the first phase of the study, situational assessments will have to be conducted. These assessments will establish/confirm the ownership of the infrastructure/operating system. Existing information regarding water requirements, water supply infrastructure, water availability and the current operating policy for each dam/scheme will have to be documented. The use of other systems like ground water, rainwater harvesting and run-of river abstractions, among others, will have to be clearly illustrated. Water quality assessments will also need to be conducted where applicable. Areas without water supply infrastructure should be identified and documented for recommendations on the required interventions.

Development and/or review of operating rules for the dams/schemes shall be done with a comprehensive review of any other relevant documents and/or reports guiding the development of the operating rules for the systems and sub-systems. Additionally, linking the implementation of the strategies and/or rules, preferably through an institutional arrangement for the particular areas with the aid of committees established under various municipal/DWS structures shall be done in the development of the operating rules.

4. SCOPE OF THE STUDIES

The duration of these studies is expected to be about 36 months. The main components of the studies will include a review of the current operational situation and the tasks outlined below. The studies will be undertaken through four projects, each covering a planning area and undertaken by four different PSPs. The first task will be an inception phase to confirm the scope

of work and get a mutual understanding between the PSP and the client. Because of the multiplicity of the water supply systems with different characteristics, the studies will be expected to prioritise the schemes in relation to the urgency of the need for operating rules. Developed operating rules may need to be reviewed considering emerging new information on water demands, improved information about water availability and infrastructural configurations. The corresponding deliverables, operating rules/protocols, will be expected to follow in sequence as and when completed throughout the period of the study. Capacity building at different levels of the Department, relevant municipalities and other institutions will also form an integral part of this study.

5. STUDY AREA

The projects cover the whole of South Africa and will focus on each of the four (4) planning areas namely: North, East, Central and Southern Planning areas.

- **North:** This planning area comprises of WMAs 1 and 2 with all the rivers draining to the Limpopo River. The area covers the Limpopo Province and the northern parts of the Northwest, Gauteng and Mpumalanga provinces. The DWS Provincial offices responsible for this area are Hartbeespoort and Mahikeng in the North-West, Bronkhorstspuit/Nelspruit in Mpumalanga, Polokwane and Tzaneen in Limpopo province and Pretoria in Gauteng.
- **East:** This planning area comprises of WMAs 3 and 4. DWS Provincial offices responsible for this area are Nelspruit in Mpumalanga, Midmar and Durban in KwaZulu-Natal.
- **Central:** This planning area comprises of WMAs 5 and 6. DWS Provincial offices responsible for this area are Pretoria in Gauteng, Bloemfontein in the Free State and Kimberley and Upington in the Northern Cape.
- **South:** This planning area comprises of WMAs 7, 8 and 9. The DWS Provincial offices involved are Cradock, East London, Port Elizabeth, Uitenhage and King Williams Town in the Eastern Cape and Bellville in the Western Cape.

6. TASKS

6.1 Inception phase

The first task will be an initiation meeting to clarify the scope, project objectives to achieve concurrence between the PSP and the client. This will then be followed by conducting the situation assessment through workshops with Provincial DWS offices, local communities and municipalities to collect relevant information in relation to operating rules. This will be followed by a compilation of an inception report.

6.2 Determination and projection of water demand patterns

Licensed water allocations, monthly water requirements and projection scenarios for five years into the future for the various users will have to be determined. Environmental Water Requirements and instantaneous flows like environmental flood releases (if any), will also have to be determined. Characterisation of use sectors, user priority classification, etc. will also need to be established and updated where applicable.

6.3 Water resources yield analysis

Water sources including dams, groundwater, water quality and systems losses, among others, will have to be determined. Yield analysis and probabilistic projection of water availability of the systems is also important. Yield-reliability relationship curves are to be developed for initial starting storage levels of the dams/systems at 10%, 20%, 40%, 60%, 80% and 100% of their live storage capacity. Due to changing land use activities, it may be required to revise, update or extend the hydrology for some critical systems to improve the calibration of modelling tools.

6.4 Configuration of the water resources infrastructure and related facilities

Undertake field work to identify the systems' infrastructure and related facility and develop configurations of the water resources schemes including capacities, limitations, development plans, capacity losses etc. Schematic/artistic diagrams in 3-D indicating interconnections, relative distances and height levels of the various water resources infrastructure relative to demand centres will also have to be developed/updated to give the visual impression of the scheme's footprint in the region.

6.5 Develop Operating Rules and Decision Support Systems (DSS)

A water resource operating rule may be defined as a prescription directing how water releases/abstractions need to be implemented for the available water resource to meet the requirement schedules. Because both water availability and requirements vary from time to time, the operating rules to reconcile them are also sometimes variable and not so straight forward.

This is why besides the operating rules, DSS are necessary to facilitate quick implementation and updating of the operating rules. On some schemes the DSS may have to be developed afresh whereas on others existing ones may only have to be acquired. But on simple schemes, mere graphs or tables may be developed to serve as DSS. However, an existing DSS may need to be updated where necessary.

Generally, Reservoir Storage Control Curves (SCC) indicate storage zones in a reservoir for various use sectors throughout the year. However, in this case SCC will in addition be defined as boundaries indicating storage zones for various assurance of supply levels in the reservoir throughout the year. The PSP is expected to investigate if there are existing storage control curves for the reservoirs, if the SCCs are adequate or need revision.

For times when the initial water levels in the reservoirs (level on the decision date) may be relatively low, water restrictions may have to be imposed. The risk of restrictions for the various use sectors will have to be determined depending on this initial storage level. However, continuous analysis may be required to test the recovery of the system and revisit certain decisions. For schemes with boreholes, safe yield and risk of failure of groundwater supply will also be analysed. And for run-of river abstractions, flow duration curves may have to be developed as DSS for water supply from the river.

6.6 Water Budgeting/allocation and System Operation Forum (SOF)

Whether operating rules exist and need only a review or need to be developed afresh, they will require regular annual/seasonal updating to ensure appropriate implementation considering hydrological conditions, demand schedules and infrastructural state. Unlike licensed water allocations, operation water allocation, also referred to as water budgeting, is an annual exercise

given that water availability itself is an annually renewable resource. To undertake this exercise, the decision date of the scheme needs to be identified, which largely depend on the hydrological cycles and business plans of the water users. The decision month/date is the time when most of the season's run-off into the system has been harvested and is available for water budgeting (allocation) among the stakeholders. For effective stakeholder participation in operational decision making, an appropriate Stakeholders Operating Forum (SOF) will have to be established/identified for the purpose of traceable communication and accountability. The PSP must also present an auditable framework for implementation and accountability of the operating rule and the SOF.

6.7 Capacity building and training

The purpose of this task will be to provide training and technology transfer to Department officials and nominated individuals from the study areas. This is a key component of the assignment, not only because it will serve to develop the competence and expertise of the individuals in question, but also because it will establish a common understanding of technical aspects between the Study team and the Client (DWS) and thereby contribute to the overall success of the assignment and related activities.

Ten (10) Departmental staff members at various levels will be identified for training in consultation with the Client during the Inception Phase of the study. A proposal in this regard will be made at the first study management meeting for approval.

The training programme to be undertaken will involve two distinct components, namely:

- A formal training course in line with the training schedule reflected in Table 1 which will be held to provide trainees with a general background of the processes involved with developing and implementing operating rules. The course will address issues such as the basic principles of water resources assessment, planning, use of water resources systems models, developing operating rules, water resources allocation, water balances, restricting water users and monitoring of systems performance in relation to the operating rules.
- The PSP must present clear proposals on capacity building in line with the outline in this paragraph. This proposal should involve the actual participation of attendees in the practical aspects of the assignment and will involve the periodic short-term secondment of trainees to the offices of the PSP. This will focus on technical processes and the application of models. In cases where there is a limited number of DWS officials identified for training, the PSPs will be expected to recruit young engineers/scientists for skills transfer. For this purpose, the following distinct instruction methods will be employed:
 - Discussions, where technical processes are discussed in a workshop environment;
 - Demonstrations, where a specific process or model application is demonstrated by a specialist for the benefit of the trainee;
 - Applications, where the trainee applies a model practically, under the supervision of a specialist. The application should focus on both stand-alone schemes and integrated systems. The aim of this activity is to enable progressive internalization of the tasks within DWS and the water sector.

The aspects which will be addressed as part of the training that is required for individuals are summarized in Table 1. The table also provides an indication of the instruction method which should be employed in each case, as well as the extent of participation required by the trainee. Specific dates are not scheduled and will depend on the progress of the assignment as well as the availability of the individuals involved.

Table 1: Training schedule

Description	Instruction method	Estimated Period of participation (days)
Hydrological Analysis		
Data collection and sources	Discussion	½
Rainfall data preparation and checking	Application	1
Rainfall data classification, outlier detection and patching	Application	2
Streamflow data preparation and checking	Discussion, application	1
General groundwater modelling	Discussion	½
Land-use impacts	Discussion, application	2½
WRSM2000 modelling: <ul style="list-style-type: none"> Model configuration and testing; Model calibration; Generation of natural runoff sequences. 	Demonstration Application Demonstration	1 1 1
Stochastic streamflow hydrology: <ul style="list-style-type: none"> Generation of parameter file (PARAM.DAT); Checking generated streamflow sequences. 	Demonstration Application Demonstration Application	½ ½
Water Requirements and Return Flows		
Data sources	Discussion	½
Data manipulation and processing	Application	3
Water user reliability requirements, purpose and application	Discussion	½
Format and application of the ecological flow requirements	Discussion	½
Yield Analysis (WRYM)		
Configuration and testing of the WRYM	Demonstration	1
Historical system analysis	Application	½
Stochastic system analysis Long and short- term)	Application	1
Annual Operating analysis	Application	1½
Result presentation and interpretation	Demonstration	½
Planning Analysis (WRPM)		
Background to WRPM	Discussion	1
Configuration and testing of the WRPM	Discussion, demonstration Application	5

Description	Instruction method	Estimated Period of participation (days)
Definition and analysis of planning scenarios	Discussion Application	1 ½
Processing of WRPM output	Demonstration, application	1
Result presentation and interpretation	Demonstration	½
Development of the monitoring tools	Demonstration, application	1
Overall training duration		31 days

The impact of the proposed training undertaken will be assessed based primarily on feedback obtained from a designated Departmental representative on perceived benefits regarding the knowledge base, practical insight and/or work-related behaviour of trainees. Ideally, the representative in question will be a line-manager or senior colleague of trainees and will be selected in consultation with the Department.

Progress on the above training programme will be continually monitored and, upon conclusion, documented in a concise training report. The report will include details on the process of selecting trainees, attendance and feedback of the formal training course and a schedule and milestones of the ad-hoc instruction process. The report will also include a conclusion on the success of the training based on the impact analysis described above, as well as recommendations on further training that may be required and on the potential for improving similar training programmes in future.

7 DELIVERABLES

7.1 Inception Report

The outcome of the inception phase will be the inception report, which considering the dynamics of conditions in the catchments, will seek to establish the extent of prevailing conditions on the ground and scope of work for the tasks. However, a budget adjustment at this stage is not admissible.

7.2 Operating Rule(s) and Protocols

The main deliverable will be a list of the operating rules for the water supply system. (Annexure A).

Other associated deliverables will, among other things, include the list outlined below, among others:

- Relative location, layout and 3-D schematic/artistic diagram of the scheme
- Historical water use trend (of not less than 15 years) and projected monthly water demands for another 5 years ahead
- Ecological Water Requirements (EWR) on the river
Up-to-date information and datasets for key stations – including but not limited to time series rainfall data, streamflow data, among others
- Historical water storage trend (since the scheme was installed) and Water availability and including historical firm yield and yield-reliability relationships for various starting storage levels

- Licenced water allocations and Priority classes of the different category of water users on the system including monthly usage rates
- Restriction levels of the different users
- Storage control curves of flow duration curves of the reservoirs/rivers/aquifers
- Probabilistic monthly reservoir storage projections for the next 5 years period, with the actual storage level superimposition capability, which will function as a monitoring tool and an early warning system to indicate if/when restrictions may have to be introduced/lifted
- System water release benchmarks and/or schedules
- Water usage monitoring tools
- DSS and their respective input data files installation at DWS
- Field visit reports with stakeholders' feedback/inputs
- Text, spreadsheets, charts and programs making up the deliverables should be prepared in a format compatible with DWS's systems, and be user-friendly as much as possible.

7.3 Presentation of results and dissemination of information

Besides presentations to the study management committee, final hardcopy and softcopy reports, the results of the study will be shared with stakeholders through the Systems Operation Forum (SOF). The results will have to be shared in an appropriate format that is clear for the stakeholders to participate.

The projected and actual reservoir storage trajectories together with their implications may have to be presented more regularly as and when required by the SOF.

7.4 Training Material

After the training sessions Training materials (guidelines) including the following aspects will be produced for each trainee:

1. Hydrology updating
2. Setting up water resources yield and planning models (WRYM and WRPM) for a particular system/stand-alone scheme
3. Determining irrigation, industrial, mining and domestic water requirements as well as return flows
4. Water balance, water availability and decision support system (using the DSS)
5. Assessment of water losses
6. Annual Operating Analysis
7. Monitoring of system performance tool

8. PROJECT MANAGEMENT

8.1 Client

DWS is the Client of the proposed studies. The Directorate of Water Resources Planning Systems (D: WRMP) will form the Study Management Committee (SMC) that will guide the study. The Project Manager will be the Engineers and Scientists: Systems Operation, responsible for the corresponding planning area. The Project Manager and/or assistant will be expected to keep an up-to-date record of all decisions taken during the execution of the study, identifying issues raised, findings of the investigations and decisions taken.

8.2 Professional Service Provider (PSP)

Prospective PSPs are being invited to submit proposals for any or all the four planning areas. However, for the sake of equity and capacity development, one PSP shall not be allowed to undertake a study for more than one of the four planning area studies. Previous experience and knowledge of similar systems will have an added advantage. The appointed PSPs will be required to perform the analyses as described in this brief. After the appointment, there will be an initiation meeting between the PSP and the Client.

The PSP will then proceed to undertake all technical work of the project and will be reporting progress as may be required to the Study Management Committee (SMC) and the System Operating Forum (SOF).

The Study Leader (PSP) will be responsible for the day-to-day execution of the study, arrangement of Progress report meetings as and when required, distribution of agenda and minutes, and other related tasks. The PSP will also be responsible for the recording of the proceedings of all meetings and making presentations as required.

8.3 Study Management Committee (SMC)

The SMC will comprise technical representatives of DWS, water management institutions, water services authorities and other owners of the dams and bulk supply infrastructure. The SMC will undertake the general management of the study. Progress meetings as required by the Project Manager (Client) will be held by the SMC to monitor and review progress against the approved programme. The meeting venues will be chosen based on what is most practical and cost effective. It is anticipated that about four SMC meetings will be required each year per planning area.

8.4 Stakeholders Operation Forum (SOF)

The Client (DWS) will identify the stakeholders to form the SOF. The main objective of the SOF is to provide a consultative platform for implementation, monitoring, auditing, reviewing and updating system operating rules and/or restrictions. This also entails capacitating water control officers, operators and water users. The role of SOF members is to disseminate information and give feedback on measures taken to comply with abstraction allocations, especially during restrictions conditions. The establishment of the SOF also aims to ensure equity and transparency in decision making process. The SOF will preferably be chaired by the DWS Provincial Head (or his appointee). One to two SOF will be required per water supply system per year. A second SOF may be required for reviewing purposes and must be included in the costing.

It is anticipated that the SOF will include representatives from, but not limited to, the following list:

- Department of Water and Sanitation
- Provincial Departments of Agriculture
- South African Local Government Authority (SALGA)
- Water Boards (if any)
- Municipalities
- Water Users Associations (WUAs)/Irrigators,
- Mines, Industries etc.
- Catchment Management Agencies (CMAs),
- Women and youth representatives

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

9.1 The Technical and Financial Proposals

The Technical and Financial Proposals should be bound separately and be submitted in separate envelopes to the DWS.

9.2 Extent of proposals

The text of the Proposal, including a Work Programme Schedule and a detailed Schedule of Resources versus Costs, should be to the point and not longer than 15 A4 pages (excluding CVs) at a font-size of 10 and 1.5 line spacing.

9.3 Scope of work

The scope of work must reveal that the PSP understands the requirements of the Study. The proposed approach, methodology and models to be used during the Study should be outlined. The PSP is encouraged to use this Section in the proposal to present innovative approaches or other special features of the PSP's response to the ToR.

9.4 Study team and summary of capacity, capability and experience

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

- Experience with the models and modelling fields;
- Experience in and knowledge of historical or current water resource investigations and/or management in the Study Area;
- The roles of individual Key Personnel in the study;
- Experience of working in multi-disciplinary teams in the water resource domain.

9.5 CVs

Abbreviated two pages CVs of all Key Personnel included in the study team must form attachments to the Proposal. Reference letters from clients on projects completed must also be attached.

9.6 Study budget

The Study budget shall present the full resourcing associated with each major component and each primary task in the Study, as well as the timing of the cost involved. The resourcing must provide details of the employment of all study personnel. The hourly fee rates of all study personnel must be stated and must be in accordance with the labour rates. The tender will be invoiced per deliverables.

The Study Budget must provide a breakdown by Study team member of fees to be earned based on the following categories: Black male; Black female; White female; Disabled person; and White male.

9.7 Administrative Compliance

Bidders are required to comply with the following:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete sign and submit SBD1, SBD3.2, SBD4 and SBD 6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
7	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

9.8 Evaluation System

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from 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.

During the evaluation process, the evaluation Committee will be following a **three (3) phases** approach as follows:

Phase 1: Mandatory Compliance

Bidders must comply with the following Mandatory requirements and submit the mandatory documents required. Failure to do so will be disqualified.

- A. Bidders are required to tick next to the area they are bidding for and may bid for one or more areas listed below.

AREA NO.	AREA NAME	Indicate area bidding for with a X:
1	NORTH PLANNING AREA	
2	EAST PLANNING AREA	
3	CENTRAL PLANNING AREA	
4	SOUTH PLANNING AREA	

Bidders may submit a separate bid/proposal for each planning area, should they wish to bid for more than one planning area. However, the Study leader and the key water resource modeler (water resource task leader/water resource specialist) are required per area and must not be duplicated in other planning areas. **The PSP which uses the same key specified resources in more than one area will be disqualified.**

Bidders should provide details for their key resources in a separate page as per the table below:

Southern Planning Area

Key Resources	Name
Study Leader	
Water Resource Modeler/Task Leader/Specialist	

Central Planning Area

Key Resources	Name
Study Leader	
Water Resource Modeler/Task Leader/Specialist	

Eastern Planning Area

Key Resources	Name
Study Leader	
Water Resource Modeler/Task Leader/Specialist	

Northern Planning Area

Key Resources	Name
Study Leader	
Water Resource Modeler/Task Leader/Specialist	

Phase 2: Functionality (Technical) Evaluation

The criteria and guideline weighting points applicable are detailed in the following paragraphs

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

Functionality Evaluation Criteria		
Criteria	Points value	Weighting Points Awarded
Company Experience	8 years combined Past Experience of the company in: <ul style="list-style-type: none"> • Development of the operating rules for water supply and drought management; • Water Resources management projects (Reference letters from clients on projects completed must also be attached. The reference letter must include the following: Company name Letter head Contact details Period of the contract Value of the contract Signature	20
	8 years and above on all 2 items	5
	5 years and above on all 2 items	4
	3 years and above on all 2 items	3
	2 years and above on all 2 items	2
	1 year and above on all 2 items	1

Functionality Evaluation Criteria			
Criteria		Points value	Weighting Points Awarded
	Methodology: <ul style="list-style-type: none"> • Compliance with ToR; • Detailed method statement for each task within the study area; • Inclusion of Organogram; • Detailed programme and • Innovations to the ToR on data collection techniques for dams that do not have monitoring devices and modelling of ungauged catchments. 		30
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	Team Management <ul style="list-style-type: none"> • The study leader and key water resources modeler (water resource task leader/water resource specialist) • should have a relevant experience of at least 8 combined years in the development of the operating rules for water supply and drought management and; • Water Resources management projects <p>(Attach abbreviated two pages CVs of all Personnel included in the study team)</p>		20

Functionality Evaluation Criteria		
Criteria	Points value	Weighting Points Awarded
<ul style="list-style-type: none"> Study leader and key water resources modeler (water resource task leader/water resource specialist) with ≥ 8 years combined relevant experience in water resources modelling 	5	
Study leader and key water resources modeler (water resource task leader/water resource specialist) with min 6 years combined relevant experience in water resources modelling and	4	
Study leader and key water resources modeler (water resource task leader/water resource specialist) with min 5 years combined relevant experience in water resources modelling	3	
Study leader and key water resources modeler (water resource task leader/water resource specialist) with min 4 years combined relevant experience in water resources modelling and	2	

Functionality Evaluation Criteria		
Criteria	Points value	Weighting Points Awarded
Study leader and key water resources modeler (water resource task leader/water resource specialist) with min 3 years combined relevant experience in water resources modelling and	1	
Team Capability <ul style="list-style-type: none"> The Study Team should have a range of experts in various fields (water resource engineer, hydrologist, geohydrologist, water quality specialist, environmentalist, stakeholder engagement specialist) minimum 5 years combined experience and Other support structures e.g Admin, finance, messengers. Attach abbreviated two pages CVs of all Personnel included in the study team		15
hydrologists/water resource engineers, geohydrologists etc with minimum 6 years and support staff	5	
hydrologists/water resources engineers, geohydrologists, stakeholders engagement specialists etc with minimum 5 years combined experience and support staff	4	

Functionality Evaluation Criteria			
Criteria		Points value	Weighting Points Awarded
	hydrologists/water resources engineers, geohydrologists, stakeholders engagement specialists etc with minimum 4 years combined experience and support staff	3	
	hydrologists/water resources engineers, geohydrologists, stakeholders engagement specialists etc with minimum 3 years combined experience and support staff	2	
	hydrologists/ water resources engineers, geohydrologists, stakeholders engagement specialists etc with minimum 2 years combined experience and support staff	1	
	hydrologists/ water resources engineers, geohydrologists, stakeholders engagement specialists etc with less than 1 year combined experience and no support staff	0	

Functionality Evaluation Criteria		
Criteria	Points value	Weighting Points Awarded
Capacity building and training:		15
<ul style="list-style-type: none"> Provide clear proposals on Capacity building and training of 10 DWS officials in annual operating analysis and/or technical aspects to be undertaken as part of this Study. 		
Shows innovation in ensuring successful transfer of skills to DWS staff	5	
Provides detailed methodology of training and capacity building as per ToR	4	
Provides some methodology but not all aspects	3	
Training in a workshop format only including WRPM	2	
Training in a workshop format only excluding WRPM	1	
No training & capacity building plan provided	0	
Total		100

Technical Proposals will be evaluated and scored without reference to the Financial Proposals.

The Bidder must obtain minimum 70 (%) points on functionality (Past Experience, Methodology Team capability and Capacity building and training) in order to qualify for further evaluation. Further evaluation is based on **Price and Preference** after the minimum functionality score of 70% has been achieved by the bidder.

Phase 3: The 80/20 Principle based on Price and Specific Goals

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

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

Documents Required for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBEE 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 BBEE 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

Bidders must submit their original and valid **B-BBEE status level verification certificate** or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

Scores obtained for Price and B-BBEE Status Level are combined to obtain an overall score for each bid. The Functionality score is not factored in the final score, it is only used for screening bids that qualify from those that do not qualify to enter the last stage of evaluation.

Conditions:

- Only bidders who obtain at least 70% under Functional/ Technical Evaluation will be considered for further evaluation.
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated.
- The department reserves the right 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 works.

10. FURTHER INFORMATION

- A Non-compulsory briefing session to discuss the scope of work will be held Virtually
- Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close. For Technical information you can contact the Scientific Manager, Celiwe Ntuli on telephone (012) 336 7618 or on 063 251 9494.