



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

REQUEST FOR BID

BID NUMBER: WP11524

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE STUDY: REVIEW, DEVELOPMENT AND UPDATING OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENTS FOR THE LUVUVHU-LETABA RIVER WATER SUPPLY SYSTEM IN THE PLANNING AREA NORTH FOR A PERIOD OF THIRTY-SIX MONTHS (36).

ISSUE DATE:

23 JUNE 2025

CLOSING DATE:

24 JULY 2025 AT 11:00am

NB: Briefing session

N/A

SUBMIT TENDER DOCUMENT

ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL

PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.

TENDERER: (Company address and stamp)

SCAM ALERT: BIDDERS ARE ALERTED TO SCAM SYNDICATES OPERATING AS DEPARTMENT OFFICIALS. BIDDERS ARE THEREFORE ADVISED TO REPORT ANY SUSPICIOUS INFORMATION TO THE DEPARTMENT. DEPARTMENT OFFICIALS WILL NOT CONTACT BIDDERS FOR BRIBES IN EXCHANGE OF BID AWARDS



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 PROPSALS

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 bidden 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:	WP11524	CLOSING DATE:	24 JULY 2025	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE STUDY: REVIEW, DEVELOPMENT AND UPDATING OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENTS FOR THE LUVUVHU-LETABA RIVER WATER SUPPLY SYSTEM IN THE PLANNING AREA NORTH FOR A PERIOD OF THIRTY-SIX MONTHS (36).				

BID RESPONSE DOCUMENTS

ALL BID RESPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL

PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Winnie Dolamo	CONTACT PERSON	Mr T Nditwani
TELEPHONE NUMBER	012 336 8974	TELEPHONE NUMBER	012 336 8189
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	012 336 8295
E-MAIL ADDRESS	dolamow@dws.gov.za	E-MAIL ADDRESS	nditwanit@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]
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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 STUDY: REVIEW, DEVELOPMENT AND UPDATING OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND REQUIREMENTS FOR THE LUVUVHU-LETABA RIVER WATER SUPPLY SYSTEM IN THE PLANNING AREA NORTH FOR A PERIOD OF THIRTY-SIX MONTHS (36).

NAME OF BIDDER:PROJECT NO: **WP11524**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **24 JULY 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 INCURRED
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

3.2. Other expenses, for examples accommodation (specify, e.g. Three
Star hotel, bed and breakfast, telephone cost, reproduction cost, etc.).

On basis of these particulars, certified invoices will be checked for
correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

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

*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to 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:

Mr T Nditwani

Tel: 012 336 8189

Cell: 082 888 5113

E-mail address: nditwanit@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**

2.3.1 If so, furnish particulars:

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.

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 the Competition Commission for investigation and possible imposition of administrative

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.

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

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

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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



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)*



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 _____

(place)

on _____

(date)

e)

RESOLVED that:

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in _____ *his/her

Capacity as: _____ (Position in the

Enterprise)and who will sign as follows: _____

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

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

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

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



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			
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13			
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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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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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22. Penalties
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**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that 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.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: STRATEGIC WATER RESOURCE PLANNING

TERMS OF REFERENCE

Request for approval of the Terms of Reference and for procurement of a Professional Service Provider (PSPS) through open tender for the study: review, development and updating of strategies to reconcile water availability and requirement for the Luvuvhu-Letaba River Water Supply System in Planning Area North for a period of 36 months

FEBRUARY 2025

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1 BACKGROUND

The Department of Water and Sanitation (DWS) is the custodian of the water resources of South Africa and undertakes water resources planning as one of its core functions.

The water resources planning function is carried out by the Directorate Strategic Water Resource Planning (D: SWRP), which develops national strategies and procedures for the reconciliation of water availability and requirements to meet national, social and economic development objectives, including strategic requirements, resource quality objectives and international obligations.

The Directorate has mandate in terms of the National Water Act, Chapter 2, Section 23, Subsection 6 (1)(d)(e) and (f) on the Water Management Strategies, Chapter 10, Section 102 (a)(b)(c) and (d) on International Water Management and also in the National Water Resource Strategy 3, Chapter 5.

The Directorate comprises four sub-directorates, delineated on a catchment area basis. The purpose of each sub-directorate is the same as that of the D: SWRP. The four sub-directorates are as follows:

- Planning Area North - Limpopo and Olifants River catchments (Limpopo-Olifants WMA)
- Planning Area Central - Vaal and Orange River catchments (Vaal-Orange WMA)
- Planning Area East - Sabie, Nkomati, Usuthu, Pongola and all the rivers draining to the KwaZulu-Natal coast (Inkomati-Usuthu and Pongola-Mtamvuna WMA)
- Planning Area South - All rivers draining to the coasts of Eastern and Western Cape (Mzimvubu Tsitsikamma WMA and Breede-Olifants WMA)

The activities undertaken by the DWS through the D: SWRP, Limpopo Regional Office and Limpopo CMA lead directly into the tasks envisaged under this proposed study for which this Terms of Reference (ToR) was developed. The scope of this ToR is focussed on the planning activities for D: SWRP's **Planning Area North (i.e. Limpopo and Olifants River catchments (Limpopo-Olifants WMA))** and as further described elsewhere in this document.

Water resource strategies must be updated on a regular basis to adapt to changing situations, to incorporate new information as this becomes available and by updating the hydrology and conducting yield analyses. This will ensure that intervention planning can be adjusted to account for any changes that may have an impact on the projected water balance for the catchments.

The study is a continuation of a number of previous studies that have previously been undertaken in the area. It aims to systematically improve certain high priority strategies in the reconciliation of water requirements by reviewing source information like demographics, service levels, water requirements, water services infrastructure, water resource availability, water quality and updating of the water balance. The relevant existing strategies can be accessed by clicking the following link: [Reconciliation Strategy for the Luvuvhu-Letaba River Water Supply System](#).

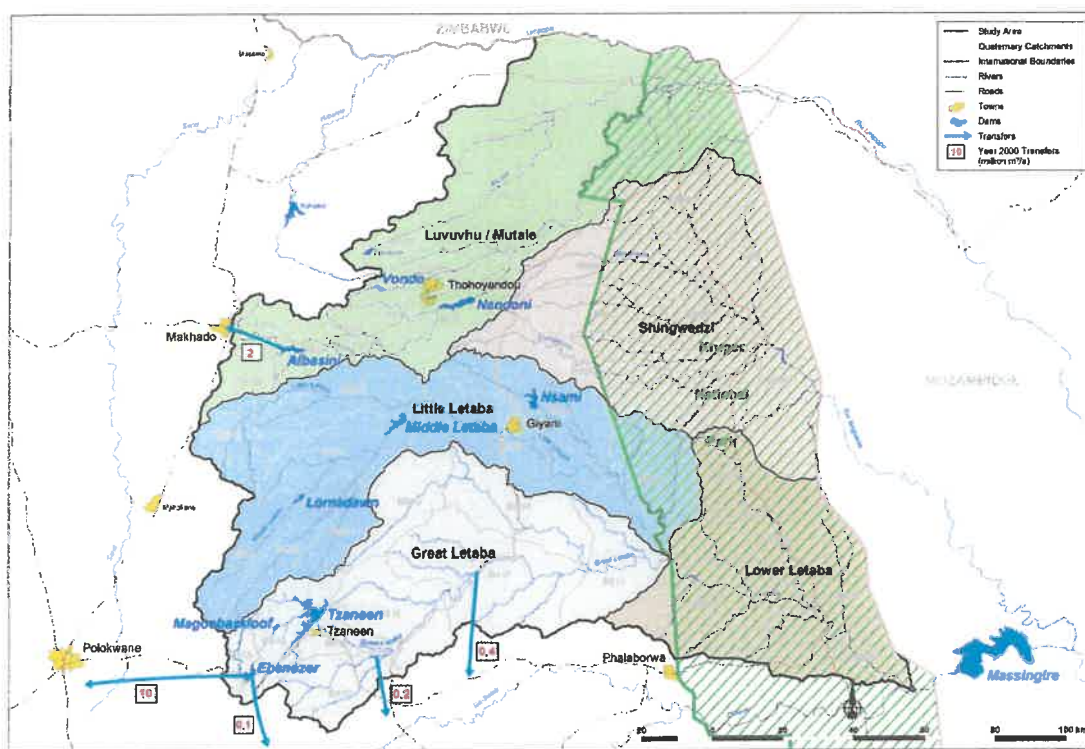
The above mentioned strategies have as planning objectives, to (i) reconcile future water requirements with supply for a 25-year planning horizon, (ii) to provide a framework for decision-making in securing supply and managing demand, (iii) assuring as far as possible, availability of

enough water to meet the needs of all the consumers within the respective catchments, (iv) at the same time making provision for ecological reserve, transfers between Water Management Areas (WMAs) and the country's International Obligations on water resources.

2 OVERVIEW OF LUVUVHU-LETABA CATCHMENT

The study area comprises of the water resources of the catchments of the Luvuvhu, Mutale, Letaba and Shingwedzi rivers, linked to adjacent systems as indicated by the inter-basin transfers shown on **Figure 1**. This area covers tertiary catchments A91, A92, B81, B82, B83 and B90. Adjacent areas supplying water to these catchments as well as getting water from this catchment are also part of the study area.

Figure 1: Luvuvhu-Letaba Study Area



The Luvuvhu-Letaba Study Area is located in the north-eastern corner of South Africa, where it borders on Zimbabwe in the north and Mozambique along the eastern side. It falls entirely within the Limpopo Province, and adjoins the Olifants and Limpopo river systems to the south and west respectively. The Study Area forms part of the Limpopo River Basin, an international river shared by South Africa, Botswana, Zimbabwe and Mozambique.

Approximately 35% of the land area of the Study Area along the eastern boundary falls within the Kruger National Park. The rivers flowing through the Park are of particular importance to the maintenance of ecosystems.

The confluence of the Luvuvhu and Limpopo rivers forms the common point where South Africa borders on both Zimbabwe and Mozambique. The Shingwedzi River first flows into the Rio des Elephantes (Olifants River) in Mozambique, which then joins the Limpopo River.

The two main branches of the Letaba River, the Little and Great Letaba, have their confluence on the western boundary of the Kruger National Park. The Letaba River flows into the Olifants River just upstream of the border with Mozambique (**Figure 1**).

3 PURPOSE, OBJECTIVES AND EXPECTED RESULTS OF THE STUDY

The objective of this study is to undertake the update of the reconciliation strategies for the Luvuvhu-Letaba Water Supply System in Planning Area North over a 25-year planning horizon from the end date of the study. The coverage specifically includes support on the development, updating and review of strategies to Reconcile Water Availability and Requirements for the Luvuvhu-Letaba.

This proposed study is expected to systematically update and improve the water resource reconciliation strategy so that it remains relevant, technically sound, economically viable, socially acceptable, creating security for the future water resource and enabling implementation of relevant interventions by the relevant authorities. To achieve the objective, the following main aspects / technical tasks must be covered in the study:

- Assess water resources availability for the Luvuvhu-Letaba River Water Supply System;
- Collate, review and report on all available information on current and future water demands, and options for reconciliations for the study area;
- Determine current and future water demand requirements and return flows;
- Compile demand projection scenarios with interventions to address water deficits;
- Identify and assess the impact of environmental and water quality related issues;
- Configure the system models (WRSM2000, WRYM, WRPM) of the study area at a quaternary catchment scale, or finer where required, in a manner that is suitable to quantify allocable water. This includes updating the hydrology and accounting for ground-surface water interaction;
- Address growing water requirements as well as water quality problems experienced in the catchment(s);
- Identify and assess appropriate water resource augmentation / development options and provide reconciliation interventions to ensure synergy within the DWS regarding water resources management, both structural and administrative / regulatory;
- Evaluate bulk infrastructure plans and identify proposed extensions;
- Address water balance across WMAs;
- Investigate possible wastewater re-use options;
- Identify potential for Water Conservation and Water Demand Management (WC/WDM);
- Update the reconciliation strategy and monitor implementation of recommendations during the study;

- Analyse the impact of input of invasive alien plants in the WMA and make recommendations for eradication;
- Review schemes and update the cost estimates;
- Assess social and environmental impacts; and
- Conduct stakeholder engagements and public participation
- Conduct training and capacity building for stakeholders as outlined in these ToRs.
- Groundwater analyses
- Water quality analyses
- Ensure budget allocation in financial proposal for the purchasing of necessary rainfall data update task.

It is envisaged that the study will cover a 36-months period.

4 STUDY GOVERNANCE

4.1 Study administration management

The Study Administration Meeting (SAM) comprises of the DWS Project Manager and the PSP Study leader (Project Manager) teams. The committee is responsible for the administration and management of the study. The SAM meetings will be held at least once every 3 months, commencing with a Mobilisation Meeting and a meeting at the end of the Inception Phase. Where possible, SAMs should be scheduled immediately before or after the Technical Support Group (TSG) meetings described in item 4.2.

4.2 Technical Support Group

The Technical Support Group (TSG) comprise of the DWS Study Manager team, the PSP Team, DWS Technical Teams and other external technical teams that provide input into the first order detailed assessments and analyses of the strategy with the respective WMA. The TSG will hold meetings once every six months, commencing with a study inception meeting and a meeting at the end of the Inception Phase. A meeting of this committee will be held just before the Strategy Steering Committee (SSC) meeting in the form of a Dry Run to that specific SSC meeting. All meetings will be held within the study sub-area in question.

4.3 Strategy Steering Committees

The SSC are a forum for stakeholder consultation and public participation. The SSC, comprising of representatives of relevant DWS Directorates, other relevant National and Provincial Government Departments, municipalities, CMAs, Water Boards and other interested parties identified during the study will provide high-level direction and guidance with support of the SAM and TSG for each distinct study area.

It monitors the implementation of the Strategy where it has been developed, recommends adjustments to the Strategy when required and communicates to all stakeholders and the public about the progress

with the implementation of the Strategy recommendations. The SSC shall convene once every six months.

Table 1: Summary of all the meetings that are typically conducted within the duration of the study

Item	Water supply system	Status of the Reconciliation Strategy	Governance Requirements			
			Study administration (SAM)	Study Steering Committee (Study SC)	Technical Support Group (TSG)	Strategy Steering Committee (SSC)
1.	Luvuvhu-Letaba River System	Continuation phase 1	Yes, once every 3 months	None	Yes, once every 3 months	Yes, once every 6 months
Total number of meetings			12	0	12	6

Note that the SSC and TSG meetings are mandatory stakeholder engagements that must be budgeted priced clearly and adequately in the bid document. During the conduct of the study, no budget will be allowed to be moved from these line items.

5 GENERAL TASK DESCRIPTION

The main tasks required from a PSP in support of the Strategy Steering Committee and Technical Support Group are as follows:

5.1 Task Background

A high-level SSC will be established to ensure that the Strategy is implemented and regularly updated, and to make recommendations on long-term planning activities required to ensure the ongoing adequacy of water available in the supply area. The SSC will be established with representatives nominated by the major stakeholders and role players in the respective Water Supply area, including representatives from *inter alia* Provincial Departments of Agriculture and Environmental Affairs and Development Planning, irrigation farmers, the Water Boards, the CMAs and civil society.

For the SSC to achieve its mandate, technical, scientific and administrative support will be provided by a TSG as described in 4.2 This support will be facilitated through DWS's Directorate Strategic Water Resource Planning. The Support Group will also include officials from relevant DWS Directorates, the respective Provincial Office, Relevant municipality representatives, Proto CMA representatives, and representatives of irrigators.

5.2 Functions of the PSP

The functions of the PSP are, where necessary and requested to do so, similar to the Technical Support Group activities listed above. The PSP will also be required to provide technical support related to the Strategy maintenance, review of study reports, high-level technical evaluations, preparing proposals and presentations and general tasks as requested by the TSG, as well as support with arranging meetings, preparing agendas, compiling minutes, status reports, newsletters and media releases.

The PSP will also be required to give technical, scientific and management support to the Chief Engineer / project manager: SWRP as and when required. The functions of the PSP, where necessary and requested to do so, will *inter alia* include the following tasks:

5.2.1 Generic activities

- Water Resources Planning Model (*scenario analysis);
- Water resources yield model (yield analysis);
- Developing operating rules for the system;
- Update Water requirements;
- Update Water availability;
- Update the Reconciliation Strategy Report;
- Support to the Support Group;
- Stakeholder engagement and administrative support;
- Project management and administration; and
- Facilitate site visits.

5.2.2 Specific work required

Specific work required from the PSP for the respective WMA shall also include the following:

- Review and update the existing the respective WMA water resources reconciliation strategy;
- Improve on cost estimates for desalination for waste water;
- Review and update any WCWDM plan currently in place, going on or contemplated;
- Investigate opportunities for dualisation of urban water supply and costs thereof;
- Assess and update potential benefits to the previous phase(s) water resource project(s);
- Consider undertaking an improved climate change, vulnerability and risk assessment for the study strategy area;
- Social economic evaluation, role of water in the economy, quantification of the economic risk of not implementing strategies or reduced assurance of supply to the various sectors, i.e. impacts on jobs and the GDP (This should be a standalone deliverable);
- Distribute at least 2 newsletters or news release per year to stakeholders;
- Compiling reports on major tasks performed;

- Updating the Reconciliation Strategy report;
- To respond to ad hoc needs due to natural disasters and municipal needs;
- Facilitate at least 3 site visits;
- Continuous updating and adding on of study information for the respective study area content and documentation on the DWS internet page ([Reconciliation Strategy for the Luvuvhu-Letaba River Water Supply System](#)) in consultation with project manager;
- Training of staff as required;
- Provide quarterly media release on respective WMA water Availability status;
- Provide ad hoc support to DWS Project Manager;
- Investigate the expansion of the municipal and water resource monitoring network;
- Investigate further strategies for augmenting rural water supply for surrounding areas / towns;
- Keep track of and incorporate the extent of unlawful irrigation (in progress);
- Investigate the expansion of the municipal and water resource monitoring network;
- Consider the impacts on water availability due to classification; and
- Identify and provide low resolution assessment of any futuristic water sources.

5.3 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 area. 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.

The PSP will be expected to propose a training framework during inception, which PSP will fund through consultation with the DWS and other interested organization(s). The framework shall clearly highlight:

- Training objectives;
- Identify training needs / purpose and what's to be achieved;
- Training methodologies to be used;
- Identification of potential trainees; and
- Establish a training plan with clear timelines, deliverables, training conveners and trainees, cost and venues.

Capacity building shall take the form of formal training which may include attending courses at approved institutes, formal training by experts from PSP, One-on-One mentoring as well as seconding to sites of technical studies. All these training options shall be assessed and be included in the framework report.

6 METHODOLOGY

The PSP must provide a concise methodology of how they intend to conduct the study.

7 EXPERTISE OR SKILLS REQUIRED

The PSP team must have the proven skills and capacity to undertake the assignment functions described in the previous sections. Some of the skills which will be required are:

- Experience in developing water requirement scenarios for all water sectors;
- Experience of water resources planning including hydrology, the determination of system yields and water savings, the conceptualization and costing of infrastructure and other proposed or potential interventions and the determination of URVs, the unit cost of water and the effect on tariffs of incorporating such new infrastructure into the System;
- Good understanding of how to undertake desktop assessments of the Reserve and to assess its effect on system yields;
- Experience in setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM);
- Good knowledge and understanding of the processes that must usually be followed and timelines required in order to implement an intervention to augment the water availability in the System;
- Good understating of the implications and effectiveness of implementing WC/WDM measures;
- Experience in the determination of the environmental and social impacts of interventions, in formulating mitigation measures and in obtaining approvals by the environmental authorities;
- Ability to utilize selection processes to identify the most appropriate series of augmentation options to meet various water requirement scenarios;
- Ability to synthesize recommendations in a complex environment;
- Ability to interact with and successfully manage multidisciplinary teams;
- Ability to communicate and interact with senior government officials, decision makers and the public; and
- Ability to manage public participation processes.
- Support Stuff—the PSP should clearly indicate availability of the support stuff (GIS, admin, finance etc.)

8 REPORTING REQUIREMENTS

Quarterly and annual Status reports shall be drafted, supported by the documentation as set out in **Table 2** as a guideline. Bidders must price appropriately as required.

9 WORK PLAN AND TIME SCHEDULE

9.1 Programme

The contract period for the assignment is 36 months. The bidder must indicate a clear programme with associated deliverables and milestones for delivery. This is a critical part of the evaluation and bidders must pay particular attention to this as this will link to the pricing of the deliverables.

10 INFORMATION TO BE PROVIDED IN THE PROPOSAL

10.1 Extent of the Proposals

The text of the Proposal should be to the point and not longer than fifteen pages (A4), excluding CVs, at a font size of 11 and a line spacing of 1.5.

The Technical Proposal must give a detailed human resource (personnel) application breakdown specified in rates for each study Task. The Financial Proposal must give the same human resource application breakdown specified in rates for each study Task, which would be part of the Study Cost Schedule.

A table listing all the deliverables with the cost of each deliverable and the due date of the deliverable must be supplied, in order for this to be included in the contract between the DWS and the PSP. The PSP will be paid on receipt of each completed deliverable. It is recommended that provision be made for at least 25 deliverables. By nature the execution of planning studies is guided by information gathered as the study progresses. **Table 2** provides a guideline of possible deliverables for this Study. It is the PSP's responsibility to ensure all activities listed in Item 4 are reflected in **Table 2**.

Table 2 : Generic guideline of deliverables for water resources assessment and reconciliation studies

ITEM	DESCRIPTION
1	Inception Report
2	Hydrology report for Luvuvhu-Letaba River Catchment
3	Stochastic hydrology files for the Luvuvhu-Letaba River Catchment accompanied by a report
4	Yield Analysis and water report for Luvuvhu-Letaba River Catchment
5	Water Resource report for the Luvuvhu-Letaba River Catchment
6	Reconnaissance report for dam options in the Luvuvhu Letaba Catchments for supplying the Luvuvhu Letaba Water Supply System
7	Prefeasibility report for dam options in the Luvuvhu-Letaba River Catchment for supplying the Luvuvhu-Letaba River Catchment
8	Systems analysis report –Water Resource Yield Model and Water Resources Planning Model
9	Updated Water Resource report for the Luvuvhu-Letaba River Catchment
10	Updated water requirements report for the Luvuvhu-Letaba River Catchment
11	Updated Water conservation and water demand management report
12	Scenario analysis and intervention report
13.	Updated reconciliation strategy for the Luvuvhu-Letaba River Catchment including the following content: water availability, water quality, infrastructure water requirements, WC/WDM, climate change impacts, water balance projections, and analysis and intervention options

ITEM	DESCRIPTION
14.	3 Annual Status Reports
15.	3 News Letter(s)
16.	2 Stakeholder Liaison Modules
17.	Support to SWRP: Adhoc cost budget of R 250 000
18.	<p>Training</p> <ul style="list-style-type: none"> i. Training Framework Report (guideline) <ul style="list-style-type: none"> • Estimation of water requirements, • Water resources planning, • WRSM2000 Rainfall-Runoff Model, • Water Resources Yield Model (WRYM) • Water Resources Planning Model (WRPM) • Water Conservation and Water Demand Management ii. 1 x Training report for for the 6 training courses including course evaluation reports
19.	Report on each of the six-3 day site visits for the following: potential dam options in the Luvuvhu Letaba River Water Supply System, alternative interventions for augmenting water supply, understanding the whole water supply system including its infrastructure, and confirming water resources and water use.
20.	Study Administration Meetings – reports and minutes for the 12 meetings
21.	Study Technical Support Group meetings – reports and minutes for the 12 meetings
22.	Study Steering Committee meetings – reports and minutes for the 6 meetings

All data developed or used in the study remains DWS intellectual property.

NB. All information (Reports and data sets) must be put on a well labeled or cover written hard disk or CD or DVD in pairs or with an identical copy of. Provision should be made for printing and binding of reports as well. It is the PSP's responsibility to ensure all activities listed in **section 5** are reflected in **Table 2**.

10.2 Summary of PSP Capacity and Capability

The Proposal must contain information about the capacity and capability of the study leader and other key personnel in the water resources planning domain. This information should include details of appropriate educational qualifications and previous involvement in water resources planning and similar studies. PSPs that do not have all the required in-house capacity, capability or specific technical or scientific expertise in any particular aspect of the assignment are free to form associations

or joint ventures with other PSPs that would provide the necessary expertise. Associations with upcoming smaller companies are recommended in order to build capacity in the industry.

The Proposal documentation must provide details about the nature of such collaborations. The Study Leader must be specifically identified and the main responsibility structure to support him must be briefly presented. The Study Leader must be specifically identified and the main responsibility structure to support him must be briefly presented. The capability and experience of the Study Leader in developing water requirement and availability reconciliation strategies will be especially important. Furthermore, the Study leader shall be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNAPS).

10.3 Summary of Relevant Experience

The Proposal must contain brief summaries of:

- Experience in planning, implementation and management of water resource development projects in Southern Africa;
- Experience in costing of water resources related developments and water conservation and water demand management measures;
- Experience of working in multi-disciplinary teams in the water resources domain;
- Experience of water resource-related work in typical catchments and river systems that represent the range of catchment conditions and complexities in South Africa;
- Experience in determining surface and groundwater Reserve determinations;
- Experience in using the WRYM and WRPM;
- Experience in water quality monitoring;
- Experience with incorporating potential climate change impacts in models;
- Understanding of the complexities of implementing desalination of re-use of water projects;
- Experience in groundwater well-field exploration, planning, development and setting up the required models for well-field management;
- Experience in administrative inputs to technical and strategic meetings and related water resource study management aspects;
- Ability to facilitate stakeholder meetings; and
- Ability to prepare informative newsletters, media releases, presentations and other required information material.

10.4 Capacity-Building and Participation of HDIs and HDEs

10.4.1 General

The PSP being integrated into the Support Group will provide capacity building and training as stipulated in item 5.3.

PSPs are encouraged to subcontract a minimum of 30% of the work to at least one of the ENEs or QSEs which fall under regulation 4 (1c) of Gazette 10684, Preferential Procurement Regulation 2017.

Furthermore, PSPs are encouraged to utilize Graduate Trainees in the Department of Water and Sanitation for actual billable tasks in the study as part of skills transfer and capacity building. The proposal documentation must provide clear details about the nature of such initiatives.

In the case of collaboration among different PSPs, the proposal shall be accompanied by a suitably worded letter from each participating firm, confirming their participation in the Association or Joint Venture, signed by a Principal of each participating firm.

10.5 Intellectual Property

All deliverables and products produced for this assignment will be the sole property of the Department of Water and Sanitation. If anyone or the PSPs wishes to use them or apply them elsewhere they should do so only after receiving approval by the Department in writing.

11 ADMINISTRATIVE COMPLIANCE

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).		
3.	Complete, sign and submit SBD 1, SBD 3.3, SBD 4 and SBD 6.1		
4.	Pricing Schedule (Refer to Section 15 – Pricing Model Submit full details of the pricing proposal as per Annexure 3 in a separate envelope		
5.	General Conditions of Contract (GCC)		
6.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
7.	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)		
8.	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
9.	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

12 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. A three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Mandatory Compliance (if not complied with, bid will be disqualified)

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for Price and Specific Goal (80/20 Preferential System)

12.1 PHASE 1: MANDATORY COMPLIANCE:

Please note that all bidders must comply with the following mandatory requirements-

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1.	Attach Study Leader's Copy of Registration Certificate for Study leader with (ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP)		

12.2 PHASE 2: FUNCTIONALITY (TECHNICAL) EVALUATION:

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

Table 5: Functionality

Criteria		Points value	Weighting Points Awarded
Functionality	Past Experience of the company in the field of the Integrated Water Resource Planning should be demonstrated. Scoring is done by a value system of 1 to 5 as outlined below:		20
	Above 10 years	5	
	Above 6 to 10 years	4	
	Above 4 to 6 years	3	
	Above 2 to 4 years	2	
	0 to 2 years	1	
	Past Experience of the company in undertaking a water resource study in the relevant study area (5)		5
	Above 10 years	5	
	Above 6 to 10 years	4	
	Above 4 to 6 years	3	
	Above 2 to 4 years	2	
	0 to 2 years	1	

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 (task sequencing and time allocation) and • Innovations in response to the ToR. 		35
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	Team Capability <ul style="list-style-type: none"> • The Study Leader should be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP) with relevant experience in similar projects with specialisation in the water resource planning/management field (the proof, as provided in abridged CV documents attached as part of the proposal). 		30
	With more than 10 years' experience	5	10 of 30
	With above 8 to 10 years' experience	4	
	With above 6 to 8 years' experience	3	
	With above 4 to 6 years' experience	2	
	With less than 4 years' years' experience	1	

Criteria		Points value	Weighting Points Awarded
	<ul style="list-style-type: none"> The Deputy Study Leader should be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP) with relevant experience in similar projects with specialisation in the water resource planning/management field (the proof, as provided in abridged CV documents attached as part of the proposal). 		5 of 30
	With more than 10 years' experience	5	
	With above 8 to 10 years' experience	4	
	With above 6 to 8 years' experience	3	
	With above 4 to 6 years' experience	2	
	With less than 4 years' years' experience	1	
	No training & capacity building plan provided	1	
	The criteria for scoring the Task Leaders is outlined as per the value system of 1 to 5 below: Team should have a range of specialists and experts in various fields (water resource engineer, hydrologist, geohydrologist, water quality specialist, environmentalist, stakeholder engagement specialist)		15 of 30
	At least 50 % all task leaders have minimum 5 years experience in their areas of specialisation.	5	
	At least 50 % of all task leaders have minimum 4 years experience in their areas of specialisation..	4	

Criteria		Points value	Weighting Points Awarded
	At least 50 % of task leaders have minimum 3 years experience in their areas of specialisation.	3	
	At least 50 % of task leaders have minimum 2 years experience in their areas of specialisation.	2	
	At least 50 % of all task leaders have minimum years experience in their areas of specialisation.	1	
	Capacity building and training: <ul style="list-style-type: none"> Provide clear proposals on Capacity building and training of 10 DWS officials in technical aspects to be undertaken as part of this Study. 		10
	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	
Total			100

This study is highly technical, which will also include application of sophisticated models such as the Water Resources Yield Model and the Water Resources Planning Model. In order to demonstrate its ability to undertake this study successfully the bidder is required to offer a high degree of technical expertise and capability and present technically excellent study methodology.

For the above reason a bidder is expected to achieve a minimum threshold/required score for **Functionality** (Past Experience, Methodology, Team capability and Capacity Building and Training) of 70 (%) points, in order to qualify for further evaluation. Only bidders who obtained at least 70% under the Functionality (Technical) Evaluation will be considered for further evaluation. Further evaluation is based on **Price and Preference** after the minimum score has been achieved by the bidder.

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

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

The Financial Proposal must be submitted in a separate document and will only be evaluated for those bidders who achieved the minimum score for Functionality.

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

Women
Disability
Youth
Location

Required Proof Documents

Full CSD Report
Full CSD Report
Full CSD Report
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:

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

Where

PC= Points awarded for specific goal

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

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

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.

Special Conditions:

- 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.
- It is advisable that the study team be firm and consistent for the duration of the contract. Should there be a need to change or replace principal study team members, such changes should be communicated to DWS for approval prior to any changes being effected. Any replacement should hold the same qualifications and experience or better of the replaced officials.
- Upon appointment, Bidders must comply with Unemployment Insurance Fund (UIF). The Department will periodically check the compliance and failure of which may result in termination of the contract.
- Bidders must also provide a valid Letter of good standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 within 21 days of receiving an award letter.

13 ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

13.1 Format of Proposal Documentation and Contact Persons

Bidders are required to only submit one (1) hard copy (Original) with both technical and financial proposal. Enquiries about any aspect of this Proposal invitation can be obtained from the following person:

For technical matters
Mr. T. Nditwani Tel: 012 336 8189 Cell: 082 888 5113 Fax: 012 336 8295 E-mail: Nditwanit@dws.gov.za Address: Private Bag X 313 PRETORIA 0001