



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

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11516

DESCRIPTION

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT
DEVELOPMENT OF EXISTING AND NEW WATER RESOURCE PLANNING DECISION
SUPPORT SYSTEM (SPECIALIST CONSULTING SERVICES) AND BUSINESS SUPPORT
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

ISSUE DATE:

12 MAY 2025

CLOSING DATE:

12 JUNE 2025

TIME: 11:00

Non-Compulsory Briefing Session

Date: 27 May 2025

Time: 11:00

Teams: [Join the meeting now](#)

Meeting ID: 393 783 521 288 7

Passcode: kW2Cm6mK

SUBMIT TENDER DOCUMENT

TO

**ALL BID REPOSSES 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 PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 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 .3.3	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 in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Certificate of authority for signatory	G	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorised individual	H	The ID copy to be attached should be that of a person authorised to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	I	Bidders are required to attach copies of the CIPC Certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11516	CLOSING DATE:	12 JUNE 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE PROJECT DEVELOPMENT OF EXISTING AND NEW WATER RESOURCE PLANNING DECISION SUPPORT SYSTEM (SPECIALIST CONSULTING SERVICES) AND BUSINESS SUPPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS					
ALL BID REPOSSES 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	Mr JACOB MABUSELA		CONTACT PERSON	Mr M Gxamza	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 8613	
CELLPHONE			CELLPHONE	083 340 5832	
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	Gxamzam@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 <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: **WP11516**
 CLOSING TIME 11:00 CLOSING DATE: **12 JUNE 2025**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

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

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

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, 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 INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

*[DELETE IF NOT APPLICABLE]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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:

.....

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

- 2.3 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:

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

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

the 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 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

a) 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

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
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.

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|---|---|
| 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.

Js General Conditions of Contract (revised July 2010)

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			
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13			

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15			
16			
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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:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____



Held at _____

_____ (pla

ce)on

_____ (dat

e)

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

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

Capacity as: _____ (Position in the

Enterprise)and who will sign as follows: _____

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

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

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

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



Venture as mentioned under item D above.

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

Physical address: _____

(code)Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			



6			
7			
8			
9			
10			
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12			
13			
14			
15			

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

Note:

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



LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For external use Effective date Oct 2024

Page 1 of 1

DEPARTMENT OF WATER AND SANITATION

**DIRECTORATE: WATER RESOURCE MANAGEMENT
PLANNING**

**DEVELOPMENT OF EXISTING AND NEW WATER RESOURCE
PLANNING DECISION SUPPORT SYSTEMS (SPECIALIST
CONSULTING SERVICES) AND BUSINESS SUPPORT**

TERMS OF REFERENCE

DEVELOPMENT OF EXISTING AND NEW WATER RESOURCE PLANNING DECISION SUPPORT SYSTEMS (SPECIALIST CONSULTING SERVICES) AND BUSINESS SUPPORT

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1. BACKGROUND

1.1 Decision Support Systems

South Africa is a water scarce country, with water remaining essential for human, social and economic development of the country. Increasing water requirements as a result of population growth, irrigation demands, economic activities, ecological requirements as espoused in the National Water Act (39 of 1998, hereafter the “Act”) and climate change impacts require sound and efficient water resource planning and management measures in order to sustainably exploit the water resources and meet the demands. For sound decisions to be made pertaining to water resource planning and management, a detailed understanding of the water resource and water resource decision support systems are required.

Water resource planning decision support systems form the basis of evaluation and development options for water resources not only in South Africa but throughout the world. The decision support systems in water resources planning are used in catchment studies to simulate the water resource in time and space and thus inform decision making pertaining to utilization of the resource. Regular and ongoing enhancement, upgrading and maintenance of the decision support systems is necessary in order to keep the systems in line with the current standards and developments in the changing planning process.

The Chief Directorate: National Water Resources Planning (CD: NWRP), is responsible for developing comprehensive plans for adequate water resource availability (quantity/quality) in an equitable and environmentally sustainable manner to guide infrastructure development, systems, and services management in the water sector of the country. The Directorate: Water Resource Management Planning (D: WRMP) situated in the CD: NWRP, evaluates water resource management challenges and develops corresponding solutions in terms of operating rules, strategies, guidelines, procedures and decision support systems among others for water resource system operation, modelling analysis, climate change analysis, water quality planning, groundwater planning and economic-environmental solutions. The Sub-Directorate: Systems Analysis (SD: SA) situated in the D: WRMP is mandated to develop, maintain and operate the water resource decision support systems and databases as well as to also provide assistance (i.e., capacity building) in the application of the water resource planning decision support systems. This contract is to provide services to assist the SD: SA with this work.

The Water Resource Modelling Framework (WRMF) houses the various water resource decision support systems (also see **Table 1**) that are currently being used for water resource planning by the Department. The WRMF is a desktop application with a graphic user interface. The WRMF and the various decision support systems it contains, were developed using old programming languages. As part of modernizing, the WRMF Web-Based Application was developed using structured query language, the aim being to transfer the WRMF from a desktop application to a web-based application. Apart from completing this task, the aim of the project is to also develop the WRMF web-based application further by introducing additional decision support systems that are in line with the latest developments in water resource planning and information technology (IT).

2. SCOPE OF THE APPOINTMENT

The goal of this appointment is to obtain the “on call” specialised and technical support services of experienced water resource planning consultants to meet the technical requirements for water resource engineering and hydrological support, process engineering support, operation

research, documentation and capacity building support of the Department of Water and Sanitation (DWS) water resource planning decision support systems. The appointed bidder is expected to work together with the State Information Technology Agency (SITA), the current appointed IT service provider supporting CD: NWRP. The appointed bidder will be expected to have an effective interdisciplinary collaboration approach with the various stakeholders to ensure success of the project. The appointed consultant(s) will also be expected to be abreast with the latest developments and advancements in water resource planning and management and as far as technology is concerned. Capacity building on the use of the water resource decision support systems also forms an integral part of the project.

2.1 Duration of the Appointment

The duration of the appointment is for a period of three (3) years from the date of award.

2.2 Contract Type

The type of services to be provided will be "on call" basis as the timing and extent of the scope of work cannot be defined in advance. The bidders are to tender expected time durations for the various activities against the hourly rates in the Schedule of Rates. Remuneration for services rendered will also be informed by the actual deliverables made to the DWS by the appointed PSP(s) regarding the project.

2.3 Project Name and Location

Project name is as follows: Development of Existing and New Water Resource Planning Decision Support Systems (Specialist Consulting Services) and Business Support. The project will be implemented at the Department of Water and Sanitation, Head Office, Pretoria.

2.4 Implementing Authority

Implementing Authority: Department of Water and Sanitation – National Office, Directorate Water Resource Management Planning.

Address of Implementing Authority
The Director General
Private Bag X313
PRETORIA
0001

Contact person – Directorate: Water Resource Management Planning
Mr. M. Gxamza, Tel: (012) 336 8613, gxamzam@dws.gov.za.

2.5 Objectives of the Project

The main objective of the project is to provide performance based scientific and engineering support to the development and enhancement of the water resources planning decision support systems for DWS. It is imperative that the appointed PSP not only possess the prerequisite skills, expertise and suitably qualified personnel in this regard, but that it is also conversant with the latest developments and advances relating to water resource planning and management in this regard. Furthermore, the PSP is expected to be acquainted with the water resource planning decision support systems used by DWS, specifically, the CD: NWRP.

The secondary objective of the project is to provide capacity building and assistance on the application of the water resource planning decision support systems (including those to be possibly developed during the course of the project) to the officials at DWS and the wider water resource community at large in the country. In its pursuit of managing and preserving the water resources of the country, it is of paramount importance that DWS not only develops internal capacity of Department officials employing the water resource decision support systems but also that of the stakeholders in the water resource fraternity to ensure efficient and sustainable water resource planning and management overall to the benefit of the country.

To achieve these objectives, the water resources planning decision support systems and support provided shall meet various standards. The support will be in terms of business process analyses, business requirement management and specifications. Also included is the translation of these requirements to system implementers (SITA) and the review of developed decision support systems to ensure that the DWS business objectives are met. This is to ensure effective as well as efficient implementation of decision support systems development and maintenance in accordance with Departmental needs and keeping abreast with developments as far as water resource planning and management is concerned. The DWS Information and Communication Technology (ICT) implementation work will not be able to proceed without this support.

This Terms of Reference provides a framework for the services and responsibilities of the PSP undertaking this proposed contract. The PSP therefore must provide the diverse skills and expertise required to undertake the work for this proposed contract. Over and above, the PSP is to also advise, investigate and formulate other water resource planning decision support systems that can be added to those in **Table 1** which are already used by DWS, taking into account suitability, adaptability and costs.

2.6 General Scope of Works

2.6.1 Water Resource Planning Decision Support Systems Objectives

Several major water resources planning systems development studies or projects were and are underway to support the water resource planning process and the successful implementation of the Act. The studies or projects are consistent with the following objectives as translated from the Act:

- 2.6.1.1 Support for efficient integrated water resources planning.
- 2.6.1.2 Facilitate the process of using emerging technology on water resource planning.
- 2.6.1.3 Facilitate effective decision-making through sound management of water resource planning information.
- 2.6.1.4 Promoting the efficient sharing of quality controlled information.
- 2.6.1.5 Empowerment of stakeholders through more accessible systems and information.
- 2.6.1.6 Enabling consistent use of methods and planning information.
- 2.6.1.7 Development of high quality systems through compliance with DWS ICT standards.

2.7 Specific Scope of Work

2.7.1 Development of Existing and New Water Resource Planning Decision Support Systems (Specialist Consulting Services) and Business Support.

The scope of work for the project entails the development of existing and new water resource planning decision support systems including the mathematical conceptualisation of complex natural processes for water resource planning and management. These decision support systems, as well as the information management systems and processes that support them, are highly scientific in nature and require research and specialist support before any systems development can be implemented. Scientific and engineering business support and development required includes:

- 2.7.1.1 Hydrological decision support systems.
- 2.7.1.2 Water quality planning decision support systems.
- 2.7.1.3 Groundwater planning decision support systems.
- 2.7.1.4 Engineering and Scientific analysis.
- 2.7.1.5 Climate Change decision support systems and analysis.
- 2.7.1.6 Economic and financial analysis.
- 2.7.1.7 Process analysis.
- 2.7.1.8 Other specialist support services for integrated water resources planning and management.

The scientific support and development structure of the contract is to efficiently provide for:

- 2.7.1.9 Development and formulation of scientific business requirements and processes; translation of these requirements to the ICT implementation team and the review of system implementations to ensure that objectives are met.

Table 1 lists the water resource planning decision support systems currently used by DWS. The PSP will be expected to be acquainted with these water resource decision support systems and to briefly discuss at least three (3) of these, as well as the enhancements that the PSP envisages as being required to these water resource decision support systems as part of the method statement/methodology to be submitted with the bid. In addition, the PSP is to also indicate in the method statement/methodology other water resource planning decision support systems that it envisages require developing for DWS under the project in order to augment and supplement the existing water resource planning decision support systems. The enhancements and development of the water resource planning decision are to be in line with the latest developments in water resource planning and management as well as technological developments. The services to be provided by the PSP must be in accordance with these terms of reference.

Table 1 List of water resource decision support systems

Number	Name
1	Water Resources Planning Model (WRPM)
2	Water Resources Yield Model (WRYM)
3	Water Quality Model (WQT)
4	Water Resource Simulation Model (WRSM2000)
5	Water Resource Planning Model Information System (WRPM-IMS)
6	Water Resource Yield Model Information System (WRYM-IMS)
7	Water Situation Assessment Model (WSAM)

2.7.2 Services to be provided by the PSP

2.7.2.1 Contract Management & Liaison

- a. Formal and informal meetings with the Client as may be required.
- b. Development of Activity proposals.
- c. Activity co-ordination and management.
- d. Progress reporting with each invoice.
- e. Monthly performance reporting
- f. Three-months performance reviews.
- g. Stakeholder liaison.
- h. General administrative support.

2.7.2.2 Water engineering development and support

- a. Research on business needs.
- b. Systems needs assessment.
- c. Analysis of hydrological, yield and operational methodologies.
- d. Development of algorithms for hydrological, groundwater, Climate Change and economic analysis water resource planning decision support systems.

2.7.2.3 Process engineering development and support

- a. Compile user requirement specification documentation.
- b. Business process analysis.
- c. Manage and facilitate technical workshops on business and process analysis.
- d. Maintain and develop the business process documentation.
- e. Development of specifications for systems based on needs assessment.
- f. Facilitate business participation in joint application development (JAD) sessions.
- g. Design and specify system architectural strategies.
- h. Compile inter-module interface requirements.
- i. Participate in ICT design reviews.
- j. Support ICT team in interpreting business requirements.
- k. Integrate digital technologies, notably artificial intelligence (AI) and the Internet of Things (IoT) that are becoming increasingly prevalent.

2.7.2.4 Operations Research

- a. Design and specification of model algorithms.
- b. Design and specification of numerical methods.
- c. Development of unit testing frameworks.

2.7.2.5 Acceptance Testing and Review

- a. Design and specification of acceptance test documentation.
- b. Perform user acceptance testing.
- c. Review and acceptance of IT deliverables.
- d. Software design documentation review.
- e. Source code review.

2.7.2.6 Documentation and training support

- a. Review of scientific research documentation.
- b. Preparation and documentation of useful data sets.
- c. Development of technical guidelines on installation and application of software.
- d. Development of training materials.
- e. Assistance with training and support to software users.
- f. Administrative support on project deliverables.

2.7.3 Capacity Building and Training

Capacity building is considered a key component of the assignment. Training support to be provided by the PSP is to supplement the accredited training that is provided by the Sub-Directorate: Systems Analysis on the water resource decision support systems used by DWS. Furthermore, on the newly developed decision support systems undertaken during the course of the project, the PSP will also be expected to provide training and support in order to capacitate the Department. The training is typically conducted in Head Office, Pretoria as well as at the regional offices of the Department throughout the country. Capacity building and training to be provided by the PSP will be expected to fill other gaps that the PSP would have identified within the Department, thus an active and innovative approach is to be applied by the PSP. The PSP will be expected to fashion a training programme meeting the needs of the Department. At the end of the contract, the PSP will be expected to provide a training report outlining the following:

- a. Capacity building and training provided by the PSP.
- b. Feedback from the trainees.
- c. Conclusion on the capacity building and training provided, highlighting successes and improvements where required.
- d. Recommendations for future consideration.

The PSP will be expected to submit an overview of the capacity building and training to be employed as part of the method statement with the bid, which will also be used to evaluate the bid.

2.7.4 Framework and Methodology

The appointed PSP will also be expected to:

- 2.7.4.1 Be acquainted with the methodologies that conform to the Systems Development Life Cycle Framework (Analysis; Design; Development; Testing, Training and Support).
- 2.7.4.2 Employ Systems Development methodologies that conform to the DWS Enterprise Architecture (EA) standards/guidelines in terms of technology, data, business and applications).

3. STAFFING

3.1 Conduct and Experience

The Consultant's staff shall at all times act professionally and with integrity, objectivity and independence as a faithful technical advisor to the Employer. The Consultant's team shall have the necessary professional knowledge, skill and experience to undertake the assignment.

3.2 Specialized Skills

Personnel with specialized skills including process engineering support, numerical analysis method, hydrological, geohydrological, water quality, Climate Change decision support systems algorithm development, analysis of hydrological, geohydrological, climate change, Remote Sensing and software development, Environmental Impact Assessment requirements and scheme design will be required by the Employer for the contract. These skills shall be

provided using the rates set out in the Schedule of Rates. The Consultant shall demonstrate to the Employer that they have the range of skills, experience and resources necessary to meet the core requirements of this contract while also having the resources and skills to meet requirements for specialist personnel.

3.3 Empowerment

The commitment of the Employer to the empowerment of historically disadvantaged individuals and companies (i.e., HDI/HDC) shall be noted and adhered to by the Consultant. The HDI participation goal for this contract is 20%.

3.4 Experience

3.4.1 Water Resource Decision Support Systems

The Consultant shall demonstrate experience in water resource decision support systems development and application in water resources catchment or studies, water resource assessment, water resource planning and management, and shall also have sufficient technical resources. The Consultant shall have knowledge and experience of, inter alia:

- 3.4.1.1 Development and formulation of scientific business requirements and processes, resource assessment, planning and management as well as the minimum standards and guidelines set by DWS.
- 3.4.1.2 Contract administration and project management.
- 3.4.1.3 Process engineering support, Graphic Information Systems (GIS), numerical method analysis, hydrological, geohydrological and Climate Change decision support systems algorithm development, analysis of hydrological, geohydrological, and climate change, Remote Sensing techniques and water resource planning and management.
- 3.4.1.4 Software development.
- 3.4.1.5 Internet of things and cloud computing.

3.5 Employer's Requirements

3.5.1 Notes on bidding and contract administration

The following Employer's Requirements should also be noted:

- 3.5.1.1 The bidders must be familiar and have experience with the water resource decision support systems used by the Client as the work will be on an "on call" basis.
- 3.5.1.2 The BID rates shall be submitted in the form of a Schedule of Rates.
- 3.5.1.3 The Department of Water and Sanitation reserves the right to increase or decrease the Terms of Reference to meet their requirements from time to time.
- 3.5.1.4 There is no guarantee as to the minimum or maximum value of the final Contract.
- 3.5.1.5 The rates will be applied unaltered to work carried out. Remuneration to be deliverables based.
- 3.5.1.6 Use of Provisional Sums for tendered items is strongly discouraged in line with the Supply Chain Management (SCM) policy of the Department.

3.5.2 Notes on project implementation

The following Employer's Requirements are to be noted:

3.5.2.1 Inception Report

The Inception Report is to be provided by the appointed PSP for approval by the Client within the first three (3) months from commencement of the contract. The Inception Report will detail the scope of work to be performed, overall approach to be adopted by the appointed PSP. The Inception Report is to complement the Terms of Reference at a higher resolution and to refine the scope of work.

3.5.2.2 Monthly Progress Reports and Payment Certificates

Monthly progress reports detailing work done for a particular month or planned future work will be submitted to the Client at the beginning of the last week of every month for approval by the Client. Monthly progress meetings will also be held during the course of the contract.

The PS shall ensure that the Employer is invoiced accordingly on a monthly basis and that, supporting documentation is attached to the invoices at all times for payment. The monthly progress report is also to be submitted with each invoice submitted. Payment of invoices will be based on the submitted Schedule of Rate and actual deliverables as submitted and approved by the Employer. An amount equalling 10% of the total approved contract amount will be retained until the end of the contract and will be payable upon receipt and approval of all final reports and work outstanding by then.

3.5.2.3 Study Management Committee (SMC)

The SMC will undertake general management of the project. The SMC will comprise of technical representatives from DWS and the PSP. The SMC will meet at least quarterly or at a frequency to be agreed upon with the appointed PSP to amongst others review contract performance and discuss other pertinent aspects pertaining to overall management of the project. The appointed PSP will be expected to facilitate the meetings and also provide minutes of the meetings within two (2) weeks after the meetings have taken place.

3.5.2.4 Project Steering Committee (PSC)

The PSC will comprise of technical representatives from DWS and the PSP, as well as other co-opted members where required. The PSC will meet on a monthly basis to discuss the work being undertaken (technical), planned work and associated timeframes, research outcomes (where relevant), monthly progress reports etc. The appointed PSP will be expected to facilitate the meetings and also provide minutes of the meetings within two (2) weeks after the meetings have taken place.

3.5.2.5 Close Out Report

The PSP will be expected to submit a Close Out Report to the Client at the end of the project. The Close Out Report will outline deliverables and milestones achieved during the project, as well as recommendations for consideration by the Client. The Close Out Report will also provide statistics on the personnel that were involved on the project, including total remuneration for each team member of the PSP.

3.5.3 **Project Deliverables**

The following serves as a minimum list of deliverables expected during the implementation of the project:

- a. Inception Report.
- b. Business Analysis and Needs Report(s).
- c. User requirement specifications.

- d. Acceptance testing documentation.
- e. Activity Proposals.
- f. Research Reports.
- g. Technical user guidelines on the water resource planning decision support systems.
- h. Training Material.
- i. Monthly progress reports and payment certificates.
- j. Minutes of meetings.
- k. Close Out Report.

4. PERSONNEL, FEES AND TARIFFS

4.1 Notes on Personnel, Fees and Tariffs

- 4.1.1 All rates and sums of money quoted in the Schedule of Rates shall be in South African Rands.
- 4.1.2 The quantities of work accepted and certified for payment shall be used for determining payments to the Consultant. Rates shall be binding.
- 4.1.3 The Bidder shall enter an applicable rate or quantity in the Schedule of Rates for each scheduled item. The Consultant will not be paid for items against which no rate has been entered in the BID, as it is assumed that the Consultant has included the cost of such work in other rates.
- 4.1.4 Payment based on the rates submitted in the Schedule of Rates shall cover all the services and incidentals included in the Works covered by the Contract and shall be made in accordance with the Contract.
- 4.1.5 The Bidder shall ensure that BID forms are filled in with the applicable amounts.
- 4.1.6 Travelling will be billed on a monthly basis in accordance with the applicable DWS transport rates contained herein and as adjusted from time to time. All vehicles used and the applicable rates will be agreed upon between the Employer and the Consultant prior to use. Travelling expenses claimed will be applicable from the specified point of service or Consultant's office, whichever is less.
- 4.1.7 The Bidder shall put forward the various specialists that are proposed for the project.
- 4.1.8 No escalations in rates allowed for the contract period.

4.2 Tariffs applicable for Personnel Fees

4.2.1 Water Resource Decision Support System

All consulting personnel shall be categorized in the main categories below. These hourly and daily rates for personnel categories will remain fixed from commencement until the contract expires.

Category F

- F.1 Partners, directors or associates with more than 12 (twelve) years' experience in water resource decision support systems analysis and who possess a minimum qualification of an MSc degree (or equivalent) in Hydrology, Water Resource Management, Climate Change, Geology, Geohydrology or Geophysics or an MTech degree in Civil, Agricultural, Climate Change, Geotechnology.
- F.2 Partners, directors or technical director with more than 12 (twelve) years' experience in hydrological, climate change, water resources hydrogeological analysis and who possess a minimum qualification of a BSc Hon degree (or equivalent) in Hydrology, Water Resource, Climate Change, Geology, Geohydrology or Geophysics or a BTech

degree in Civil, Agricultural, Climate Change, Geotechnology.

Category E

- E Personnel with more than 12 (twelve) years' experience in hydrological, climate change, water resources, geohydrological analysis and who possess a minimum qualification of a BSc Hon degree (or equivalent) in Hydrology, Water Resource, Climate Change Geophysics, Geology or Geohydrology or a National Diploma (NDip) in Civil, Agricultural, Climate Change and Geotechnology.

Category D

- D Personnel with between 8 (eight) to 12 (twelve) years' experience in hydrological, climate change, water resources, geohydrological analysis and who possess a minimum qualification of an BSc Hon degree (or equivalent) in Hydrology, Water Resource, Climate Change, Geophysics, Geology or Geohydrology or a National Diploma (NDip) in Civil, Agricultural, Climate Change and Geotechnology.

Category C

- C Personnel with between 4 (four) to 7 (seven) years' experience in hydrological, climate change, water resources, geohydrological analysis and possessing a BSc (Hon) degree (or equivalent) in Hydrology, Water Resource, Climate Change, Geophysics, Geology or Geohydrology or National Diploma (NDip) in Civil, Agricultural, Climate Change and Geotechnology as a minimum qualification.

Category B

- B Personnel possessing a BSc degree in Hydrology, Water Resource, Climate Change, Geophysics, Geology or Geohydrology or National Diploma in Civil, Agricultural, Climate Change and Geotechnology as a minimum qualification.

Category A

- A2 Support personnel with a minimum of 5 (five) years relevant experience and grade 12 as minimum qualification.

<u>Category</u>	<u>Hourly rate (maximum)</u>	<u>Daily rate (maximum)</u>
F.1	R2307.00	n/a
F.2	R2149.00	n/a
E	R1802.00	R12614
D	R1329.00	R9303
C	R1047.00	R7329
B	R839.00	R5873
A1	R554.00	R3878
A2	R427.00	R2989
A3	R368.00	R2576

Tariffs for specialist and technical support services are to be tendered in the Schedule of Rates.

Maximum chargeable activities by personnel category

<u>Main Tasks</u>	<u>Personnel Category</u>	
	<u>Hourly</u>	<u>Daily</u>
Preparation of Project Execution Plans	F, E	
Project Co-ordination, Liaison and Contract Management	F, E	
Water engineering development & support	F, E	
Operations Research	F, E	E, D
Process Engineering Development & Support	F, E, D, A2	E, D, A2
Capacity Building & Training Support	E, D, C	D, C
Report writing	E, D, C, B	C, B

4.3 Equipment Tariffs

4.3.1 Tariffs applicable for Equipment and other Instrument Usage

No extra charges will be applicable to the equipment used by the Consultant as these are deemed included in the costs.

4.4 Tariffs applicable to Reimbursable Expenses

The Consultant must note that all tariffs referenced hereunder may be revised from time to time and that the responsibility will rest with the Consultant to obtain the latest information in this regard.

4.4.1 Transport

These shall be at the rates laid down by the Department of Transport and are revised on a monthly basis. The rates shown in the tables (Petrol and diesel) hereunder are the revised VAT inclusive rates applicable for the month of February 2025.

Petrol

- A Sedan / Station Wagon
- B Light Delivery Vehicle, Single Cab 4x2, Extended Cab 4x2
- C 4X4 Light Delivery Vehicle; All Double Cabs, 4x4 Single/Extended Cabs
- D Mini Bus/Multi purpose vehicle; Special Utility Vehicles

	A	B	C	D	F
ENGINE VOL CM ³	SEDAN / STATION WAGONS	LIGHT DELIVERY VEHICLE / SINGLE CAB 4X2 / EXTENDEED CAB 4X2	4X4 LIGHT DELIVERY VEHICLE / ALL DOUBLE CABS / 4X4 SINGLE / EXTENDED CABS	MULTI PURPOSE VEHICLE / SPECIAL UTILITY VEHICLE	MOTORCYCLE SCOOTER
Up to 250	0.0	0.0	0.0	0.0	204.4
Over 250	0.0	0.0	0.0	0.0	240.1
Up to 1250cc	328.8	275.3	0.0	0.0	0.0
1251 - 1550	412.7	372.5	0.0	0.0	0.0
Up to 1550	0.0	0.0	0.0	431.4	0.0
1551 - 1750	449.3	421.2	0.0	0.0	0.0
1550 -1950	0.0	0.0	0.0	463.6	0.0
1751 - 1950	515.6	482.9	0.0	0.0	0.0
1951 - 2150	553.7	494.4	0.0	537.8	0.0
Up to 2000	0.0	0.0	451.6	0.0	0.0
2001 - 2500	0.0	0.0	572.1	0.0	0.0
2151 - 2500	626.8	529.5	0.0	611.5	0.0
2501 - 3500	777.8	559.0	681.7	806.1	0.0
Greater than 3500	922.9	647.2	756.4	903.6	0.0

Diesel

- A Sedan / Station Wagon
- B Light Delivery Vehicle, Single Cab 4x2, Extended Cab 4x2
- C 4X4 Light Delivery Vehicle; All Double Cabs, 4x4 Single/Extended Cabs
- D Mini Bus/Multi purpose vehicle; Special Utility Vehicles.

ENGINE VOL CM ³	SEDAN / STATION WAGONS	LIGHT DELIVERY VEHICLE / SINGLE CAB 4X2 / EXTENDED CAB 4X2	4X4 LIGHT DELIVERY VEHICLE / ALL DOUBLE CABS / 4X4 SINGLE / EXTENDED CABS	MULTI PURPOSE VEHICLE / SPECIAL UTILITY VEHICLE
Up to 1250	334.3	338.0	0.0	0.0
1251 - 1550	397.9	457.6	0.0	0.0
1551 - 1750	442.5	468.0	0.0	0.0
1751 - 1950	462.9	492.6	0.0	0.0
Up to 2000	0.0	0.0	512.6	0.0
2001 - 2500	0.0	0.0	595.1	0.0
1951 - 2150	538.6	497.8	0.0	0.0
Up to 2150	0.0	0.0	0.0	578.9
2151 - 2500	614.9	531.4	0.0	712.2
Greater than 2500	759.0	0.0	0.0	0.0
2501 - 3500	0.0	556.8	657.4	751.9
Greater than 3500	0.0	718.8	807.1	901.0

Please note that no provision has been made for towing a trailer (petrol and diesel vehicles).

4.4.2 Subsistence

Subsistence allowance only for periods exceeding 24 hours shall be reimbursable at the rate laid down for the Public Service of the Republic of South Africa, viz. currently R134 (incl. VAT) per 24 hours and thereafter R per hour (from April 2019).

4.4.3 Training Material

Expenditure for training material shall only apply in instances where the Consultant is specifically requested to cost such services, in which case the actual cost of service shall be reimbursed.

4.4.4 Final Claim

An amount equal to five percent (5%) of the budget cost estimate should not be exceeded without prior notification and approval of the Employer. Final invoice can only be submitted after final report and data was submitted. An amount equal to ten percent (10%) of the Consultant's budget cost estimate shall be held in retention until such time as the Consultant has met all obligations towards the Employer.

All invoices submitted by the Consultant shall be broken down into individual component items to fairly reflect the individual amounts making up the total of the amounts invoiced.

5. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following:

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

6. EVALUATION SYSTEM:

The Department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to the Preferential Procurement Regulations promulgated in 2022. A copy of the Preferential Procurement Regulations can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations, submissions will be adjudicated on the 80/20 points system with a Two-phase evaluation criteria considered in evaluating the bids, namely:

Phase 1: Functional / Technical Evaluation.

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

Phase 1: Functional / Technical Evaluation

Bidders must obtain a minimum of 75% or higher on Functionality (Firm's Past Experience in similar projects, Methodology and Team Capability) in order to qualify for further evaluation. Functional criteria is indicated in the tables (a), (b), (c) below.

Total points awarded for functionality (Pf) = Pe + Pm + Ps,

Where:

Pf = Points scored for functionality.

Pe = Points scored for Firm's experience in similar projects.

Pm = Points scored for methodology.

$P_s = P_{s1} + P_{s2}$, i.e., Total Points scored for Team Capability.

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

(a) Firm's Past Experience in similar projects

Description	Points Value	Total Weighted Points Awarded
10 years past experience in: <ul style="list-style-type: none"> • Water resource engineering & hydrological development and support • Process engineering development and support • Operations research including designing and specification of algorithms for models and numerical methods • Contract and project management • Capacity Building 		
Firm's experience greater than 10 years on all items	5	
Firm's experience greater than 7 to 10 years on all items	4	
Firm's experience greater than 5 to 7 years on all items	3	
Firm's experience greater than 3 to 5 years on all items	2	
Firm's experience below 3 years on all items	1	
Total points for past experience (Pe)		30

(b) Methodology

Description	Points Value	Total Weighted Points Awarded
Methodology <ul style="list-style-type: none">• Compliance with Terms of Reference.• Detailed method statement / proposal, outlining (a) purpose of at least 3 existing water resource decision support systems used by DWS for water resource planning and management, including provide examples where these were used <u>and</u> (b) water resource planning decision support systems envisaged by the Firm to be added to the suite of the water resource decision support systems in (a) above, or (c) envisaged enhancements by the Firm to the suite of the water resource decision support systems in (a)). [To be allocated points, both (a) and (b) or both (a) and (c) to be addressed by the bidder in the method statement].• Detailed method statement / proposal on Capacity Building and Training Support to be provided by the Firm pertaining to the water resource decision support systems (as they are currently or developed / enhanced as envisaged by the Firm during the contract).• Inclusion of staff organogram <u>and</u> programme.• Innovations to the Terms of Reference.		
All 5 items addressed.	5	
4 items addressed.	4	
3 items addressed.	3	
2 items addressed.	2	
1 item addressed.	1	
Total points for Methodology (Pm)		30

(c) **Team Leadership and Management**

Description	Points Value	Total Weighted Points Awarded
Team Management <ul style="list-style-type: none"> Team Leader with at least 12 years relevant specialist experience in Hydrology, Geohydrology or Geophysics, Water Resource Management and Software Development. <p>Proof of professional registrations / affiliations (certified copies) to be attached to the CV's submitted with the bid.</p>		
Team Leader with above 12 years relevant experience in the specialised fields above including contract and project management experience.	5	
Team Leader with above 10 to 12 years relevant experience in the specialised fields including contract and project management experience.	4	
Team Leader with above 5 to 10 years relevant experience in the specialised fields above including contract and project management experience.	3	
Team Leader with above 3 to 5 years relevant experience in the specialised fields above including contract and project management experience.	2	
Team Leader with 3 years and below relevant experience in the specialist fields above including contract and project management experience.	1	
Points for Team Leadership and Management (Ps₁)		20

(d) **Project Team (multi-disciplinary)**

Description	Points Value	Total Weighted Points Awarded
Project Team Capability <ul style="list-style-type: none">Project Team with a range of multi-disciplinary expertise in Numerical method analysis, hydrological, water quality, groundwater, Climate Change and economic modelling and analyses as well as Remote Sensing Techniques. Proof of professional registrations / affiliations (certified copies) to be attached to the CV's submitted with the bid.		
Project Team with above 8 years of experience in the fields indicated above.	5	
Project Team with above 6 to 8 years of experience in the fields indicated above.	4	
Project Team with above 4 to 6 years of experience in the fields indicated above.	3	
Project Team with above 2 to 4 years of experience in the fields indicated above.	2	
Project Team with below 2 years of experience in the fields indicated above.	1	
Points for Multi-disciplinary Project Team (Ps₂)		20

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

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

$$P_s = 80 (1 - (P_t - P_{\min})/P_{\min})$$

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.

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

Preference Point System (Specific Goals)

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

Documents requirement for verification of points allocation.

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 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, the 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:

$$PC = Mpa \times (P\text{-own})/100$$

Where:

- PC** = Points awarded for a specific goal
Mpa = The maximum number of points awarded for ownership in that specific category.
P-own = The percentage of equity ownership by the enterprise or business.

Conditions:

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

5.2 Right of DWS to Investigate and Seek Clarification

- 5.2.1 DWS may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the bid shall be sought, offered or permitted.
- 5.2.2 DWS will, seek all clarifications in writing and the Bidders' responses shall also be in writing.
- 5.2.3 Without limiting the generality above, DWS may, in its sole discretion,
 - a. Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
 - b. Require or seek out confirmation from other parties of information furnished by a Bidder.

5.3 Proposal Content

- 5.3.1 It is recommended that the proposal contain at least the following sections:
 - a. ALL SCM FORMS COMPLETE.
 - b. Methodology.

- d. Experience.
- e. Staff (CV's).
- f. List the team and their role.
- g. Professional Registrations and Affiliations.
- h. Company profile.
- i. Office location.
- j. List the team and their role.
- k. Previous work (last 10 years) as well as contactable references.
- l. Experience in similar work.

5.3.2 Format of CURRICULUM VITAE (CV) for proposed project staff (Personnel Categories A to F) INCLUDING for SUB-CONSULTANTS

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair or poor in speaking, reading and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I also certify that I have only given permission for my CV to be included in the Proposal submitted by

_____ *[Fill in name of Bidder here.]*

_____ Date: _____

[Signature of staff member and authorized representative of the firm]
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

5.3.3 Method Statement Water Resource Decision Support Systems

5.3.3.1 Current Water Resource Decision Support Systems

Number	Water Resource Decision Support Systems	Brief Description of the Water Resource Decision Support System and Experience with the Decision Support System
1	Water Resources Planning Model (WRPM)	
2	Water Resources Yield Model (WRYM)	
3	Water Quality Model (WQT)	
4	Water Resource Simulation Model (WRSM2000)	
5	Water Resource Planning Model Information System (WRPM-IMS)	
6	Water Resource Yield Model Information System (WRYM-IMS)	
7	Water Situation Assessment Model (WSAM)	

5.3.3.2 Current Water Resource Decision Support Systems

Number	Water Resource Decision Support Systems	Envisaged Enhancements/development of the Water Resource Decision Support System
1	Water Resources Planning Model (WRPM)	
2	Water Resources Yield Model (WRYM)	
3	Water Quality Model (WQT)	
4	Water Resource Simulation Model (WRSM2000)	
5	Water Resource Planning Model Information System (WRPM-IMS)	
6	Water Resource Yield Model Information System (WRYM-IMS)	
7	Water Situation Assessment Model (WSAM)	

5.3.3.3 New Water Resource Decision Support Systems to be developed

Number	New Water Resource Decision Support System	Brief description of the New Water Resource Decision Support System and its function and features

6. SCHEDULE OF PROPOSED SUB-CONSULTANTS

In accordance with the General Conditions of Contract and Special Conditions of Contract the Bidder shall state hereunder the names of sub-consultants to be employed for the execution of certain sections of the contract.

ITEM (Please specify) CONSULTING PERSONNEL	PROPOSED SUB- CONSULTANT	EMPLOYEE NAME AND FEE CATEGORY

7. FURTHER INFORMATION

- a. A Non-compulsory hybrid briefing session to discuss the scope of work will be held.**
- b. Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close.**
- c. For Technical information you can contact the Project Manager, Mr M Gxamza at telephone number (012) 336 8613, or GxamzaM@dws.gov.za, alternatively, Mr Malose Ngoepe at (012) 336 6967 or NgoepeM@dws.gov.za.**