



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DW106

DUE AT 11:00 ON

18 JUNE 2015

(CLOSING DATE)

WD10978

Appointment of a Professional Service Provider for the Development of an Integrated Water Quality Management Strategy

Compulsory Briefing Session

Date: 04 June 2015

Time: 10h00

Venue: Department of Water and Sanitation
Roodplaat Training Centre
Main Conference Room
Pretoria

SUBMIT TENDER DOCUMENT

TO

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

OR

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

TENDERER: (Company address and stamp)

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

TABLE OF CONTENTS

1	INVITATION TO BID (SBD 1).....	3-4
2	TAX CLEARANCE REQUIREMENTS (SBD 2).....	5
3	PRICING SCHEDULE – PURCHASES FIRM PRICES (SBD 3.1).....	6-10
4	DECLARATION OF INTEREST (SBD 4).....	11-13
5	PREFERENCE POINTS CLAIM FORM (SBD 6.1).....	14-20
7	DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD8).....	21-22
8	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9).....	23-25
9	GENERAL CONDITIONS OF CONTRACT.....	26-38
10	SPECIAL CONDITION OF CONTRACT.....	39-40
11	BEE REPORTING.....	41
12	SPECIFICATIONS, TERMS OF REFERENCE AND EVALUATION CRITERIA ().....	42-?

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ & CD

BID NUMBER: **WP10978**

CLOSING DATE: **18 June 2015**

CLOSING TIME: **11:00**

DESCRIPTION: **Appointment of a Professional Service Provider for the Development of an Integrated Water Quality Management Strategy**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

**Private Bag x313,
Pretoria,
0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Tender Box, Zwamadaka Building
157 Francis Baard Street (Formerly Schoeman),
Pretoria
0001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS.....

VATREGISTRATIONNUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS);OR.....

A REGISTERED AUDITOR
.....
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:.....

DATE:.....

CAPACITY UNDER WHICH THIS BID IS
SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Mr. Syabonga Ngidi

Tel: 012 336 6611

Fax: 086 459 0176

E-mail address: ngidis@dwa.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Pieter Viljoen

Tel: 012 336 7514

E-mail address: viljoenp2@dwa.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:
CLOSING TIME 11:00 CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM CURRENCY NO TAXES INCLUDED)	DESCRIPTION	BID PRICE IN RSA
---	-------------	------------------

**(ALL APPLICABLE

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.....

*****All bidders must quote the Department in accordance to 3 all below attached examples of Pricing Schedules as articulated in the Terms of Reference:**

APPENDIX A1: EXAMPLE OF A TIME AND COST SCHEDULE PER DELIVERABLE/TASK

Task no.	Team member	Company name	Position in company	HDI	Project position/activity	Time schedule	Hourly rate (Excl. VAT)	Total cost (Excl. VAT)
				Yes/no		Man hours	Rand/hour	Rand
COMPONENT 1								
1.	DELIVERABLE: INCEPTION REPORT							
1.1	Z.M. Strichnine	ABC Consult	Director	Y	Project Manager	6	R xxx.xx	R xxx.xx
1.2	J.M. Buxley	ABC Consult	Director	N	Task Leader: 2	7	R xxx.xx	R xxx.xx
	<i>Subtotal for professional fees</i>					26		R XX XXX, XX
	Disbursements:							
	- Subsistence							R xxx.xx
	- Printing							R xxx.xx
	- Miscellaneous							R xxx.xx
	Subtotal for disbursements							R xxx.xx
	TOTAL COST: INCEPTION REPORT							R XX XXX, XX
COMPONENT 2								
2A.	DELIVERABLE: XXXXXXXXXXXX							
2A.1	J.M. Buxley	ABC Consult	Director	Y	Task Leader	125	R xxx.xx	R xxxx.xx
2A.2	F.M. Morris	ABC Consult	Associate	N	Geohydrology	96	R xxx.xx	R xxxx.xx
2A.3	VenTe Chow	ABC Consult	Specialist Associate	N	Hydrology	72	R xxx.xx	R xxxx.xx
2A.4	T.Y. Vernon du Mont	ABC Consult	Engineer	N	Flood hydrology	80	R xxx.xx	R xxxx.xx
2A.7	M. Mercalli	ABC Consult	Associate	N	Catchment assessment	40	R xxx.xx	R xxxx.xx
	<i>Subtotal for Professional Fees</i>					1 056		R XX XXX, XX
	Disbursements:							
	- Travel							R xxxx.xx
	- Accommodation							R xxxx.xx
	Subtotal for disbursements							R xxxx.xx
	TOTAL COST: XXXXXXXXX							R XXX XXX, XX
	SUBTOTAL THIS PAGE (carry forward to next page)					1 082		366 480.00

APPENDIX A2: EXAMPLE SUMMARY SHEET FOR FINANCIAL PROPOSALS

Task no.	Deliverable description	Total cost of deliverable as per cost and time schedule	14% VAT	Total Task cost
		(Excl. VAT)		(Incl. VAT)
		Rand	Rand	Rand
1	Component 1: Inception Report	R XX XXX,XX	R XX XXX,XX	R XX XXX,XX
2A	Component 2: Task 1	R XXX XXX,XX	R XXX XXX,XX	R XXX XXX,XX
2B	Component 2: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
2C	Component 2: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
	Component 2 Total	R XXX XXX	R XXX XXX	R XXX XXX
3A	Component 3: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
3B	Component 3: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
3C	Component 3: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
	Component 3 Total	R XXX XXX	R XXX XXX	R XXX XXX
4A	Component 4: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
4B	Component 4: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
4C	Component 4: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
4D	Component 4: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
4E	Component 4: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
	Component 4 Total	R XXX XXX	R XXX XXX	R XXX XXX
TOTAL COST OF PROJECT		R X, XXX, XXX, XX	R XX XXX, XX	R X, XXX, XXX, XX

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
-----	
-----	
-----	
-----	

TOTAL: R.....

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

APPENDIX A3: EXAMPLE OF THE SUMMARY OF MANPOWER, TIME AND COST SCHEDULE

Team member	Company name	Company position	Project position (Task)	Applicable experience in task	HDI / woman	Hourly rate	Time on project	% of time on project	Total cost
				Years	Yes/No	Rand/h	Hours		Rand
D.M. Tjaka	ABC Consult	Director	Project manager	25	Y / N	520	20	10	R XX XXX
F.M. Morris	ABC Consult	Associate	Task leader, Hydrology	15	N / N	480	50	25	R XX XXX
VenTe Chow	AquiTech Cons	Geohydrologist	Geohydrology	13	N / N	400	30	15	R XX XXX
T.Y. Matatile	ABC Consult	Director	Task leader, Geohydrology	6	Y / Y	500	40	20	R XX XXX
A. Einstein	ABC Consult	Associate	Hydrology	10	N / Y	120	15	7.5	R XX XXX
Z. Zuma	ABC Consult	Technician	Support	2	Y / Y	110	35	17.5	R XX XXX
M. Mercalli	B&T drilling	Specialist techn.	Geohydrology	20	N / N	350	10	5	R XX XXX
TOTAL							200	100	R XX XXX

5.2

Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	
-----	
-----	
-----	

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]

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –
 (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 (b) any municipality or municipal entity;
 (c) provincial legislature;
 (d) national Assembly or the national Council of provinces; or
 (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 **If so, furnish particulars.**
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2..1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the

Broad
-Based Black Economic Empowerment Act;

- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

90/10

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

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

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

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

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity,
provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated
entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group
structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that

such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise

that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-

contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the

contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

.....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	+	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT.

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 compile 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 security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly

exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

This template must be completed by the bidder

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

Name:.....

Position:.....

Signature:.....Date:.....

DEVELOPMENT OF AN INTEGRATED WATER QUALITY MANAGEMENT STRATEGY

Terms of Reference:
REQUEST FOR PROJECT PROPOSALS

Version 10
April 2015



Sub-Directorate Water Quality Planning

**Directorate Water Resource Planning Systems,
Chief Directorate Integrated Water Resource Planning,
Department of Water and Sanitation,
Private Bag X313,
Pretoria, 0001**

Republic of South Africa

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	BACKGROUND	1
2.1	Water Quality in South Africa	1
2.2	Water Quality Management Structures and Integration	1
2.3	Existing Water Quality Management Instruments	2
2.4	Policy Hierarchy	3
3.	SCOPE OF WORK	3
3.1	Project Goal	3
3.2	Project Objectives	4
3.3	Project Focus	4
3.4	Project Structure and Priorities	4
3.5	Time Schedule	5
4.	DESCRIPTION OF PROJECT COMPONENTS	5
4.1	Component 1: Project Inception	5
4.2	Component 2: Situation Assessment and Gaps Analyses	5
4.3	Component 3: Development of a WQM policy	6
4.4	Component 4: Development of an IWQM Strategy	7
4.5	Component 5: Converting Policy into Practice	8
4.6	Component 6: Stakeholder Consultation and Communication	9
4.7	Component 7: Project Management and Administration	10
4.8	Component 8: Project Closure	11
5.	REPORTING REQUIREMENTS.....	11
6.	PROJECT MANAGEMENT.....	12
6.1	Project Administration Committee	12
6.2	Project Management Committee	13
6.3	Project Steering Committee	13
7.	ORGANISATIONAL MATTERS.....	13
7.1	Client and project name	13
7.2	Execution, supervision and control	13
7.3	Programme of work	13
8.	INFORMATION TO BE PROVIDED IN THE PROJECT PROPOSAL.....	13
8.1	Request for Project Proposals	13
8.2	Extent of the Project Proposal	14
8.3	Methodology	14
8.4	Experience	14
8.5	PSP Capacity and Capability	14
8.6	Capacity Building and Participation of HDIs and HDEs	15
8.7	Curricula Vitae (CVs)	15
8.8	TAX clearance certificate	15
8.9	Budget, Finances and Approach	15
9.	EVALUATION SYSTEM.....	16
10.	DEADLINE AND ADDRESS FOR SUBMISSIONS.....	17
11.	ENQUIRIES	17

LIST OF APPENDICES

Appendix	Description
A1	1. Example of a time and cost schedule per deliverable/task
A2	2. Example summary sheet for financial proposals
A3	3. Example of the summary of manpower, time and cost schedule

1. INTRODUCTION

Water Quality Management (WQM), as we know it today, has evolved from a pollution control approach that was initially primarily reliant on the enforcement of uniform effluent standards to the current approach where resource planning and management efforts are complemented by appropriate source controls and remedial efforts, within the context of Integrated Water Resource Management (IWRM). The water law review in 1998, for the first time, introduced the legal means to implement most modern-day Integrated Water Quality Management (IWQM) imperatives. However, implementation, in many respects, is hampered by the lack of suitable supporting strategic and operational direction; this being the focus of the proposed project contract.

2. BACKGROUND

2.1 Water Quality in South Africa

Constant media claims, in many cases backed by scientific evidence, frequently raise concerns about the deterioration over time of the water quality in many of our water resources. Resource water qualities that are unfit for use are being reported with increasing frequency, particularly with regards to the presence of toxicants, microbial contamination, salinisation and nutrient enrichment. In 2011, the Department, through an assessment of over 1000 monitoring sites nationally, showed that water quality across the country was declining, with 71% of the sites exceeding the objectives for phosphate and 30% exceeding the limits for salts (as Electrical Conductivity). Only 17% of the monitoring points assessed at a national scale met all the resource water quality objectives for all water quality variables.

According to this study, the main sources of pollution that have a negative impact on water quality are:

- discharges of urban and industrial effluents to the environment;
- irrigation return flows;
- discharges, wash off and leachate from mining operations; and
- wash off from areas of human settlement with inadequate sanitation.

The effects of these sources of pollution and the resulting poor instream water quality are felt by all water users, particularly by water suppliers, local communities, businesses, agriculture, tourism, and vulnerable populations.

In addition to the above impacts on water users, poor water quality compromises the ecological integrity of freshwater resources. This compounds the impacts on users who are reliant on ecological infrastructure, minimises the potential for water resources to provide services for future generations and compromises national development and biodiversity conservation goals. Such scenarios must be remedied and avoided, since they potentially pose adverse human health effects, whilst also jeopardizing sustainable development. Although the mandate to achieve this lies with the Department of Water and Sanitation (DWS), the aims of IWQM cannot be realised without alignment and the participation of other government departments and the water sector at large. This concept is recognised in the second version of the National Water Resource Strategy (NWRS-2) and future Water Quality Management (WQM) activities should aim to achieve the various water quality related strategic actions contained throughout the strategy.

2.2 Water Quality Management Structures and Integration

Integrated water quality management considers the collective impact of land use and water use processes with the intention to reduce pollution within environmentally sustainable limits using IWRM principles. This implies that co-ordinated planning and action is required at all levels, from national government through provincial and local authorities to individual landowners. It should not only incorporate all the elements of the hydrological cycle, integrate water resource

planning and management efforts in respect of water quality, water quantity and aquatic ecosystem integrity (habitat and biota) and link resource and source directed measures but also align water resource and water sanitation frameworks (catchment to consumer to catchment concept), enable integrated decision making and consider the links between society and the bio-physical environment.

Given that WQM constitutes an effort that is serviced and maintained by various different role-players that fulfil specific functions at various scales, identification of the roles and responsibilities and the linkages between these role-players both within and external to the DWS forms a key aspect of achieving IWQM. The capacity of these role players to fulfil their mandates and the actions required to improve performance should similarly also be identified. Such an approach will ensure that strategic actions, requirements for integrated planning, co-operative governance, communication, stewardship and management processes are more clearly defined in the interest of more efficient and effective co-operation and execution of WQM functions and mandates.

2.3 Existing Water Quality Management Instruments

Policy specifies intent, while strategy is action orientated. Both policy and strategy, therefore, are required at the appropriate resolution in order to provide clear guidance to the execution of the water sector's WQM functions in order to facilitate the desired level of water resource protection.

The development of an operational WQM Policy and IWQM Strategy which addresses the requirements of the NWRS-2 and the need to improve WQM in South Africa should be based on the improvement and, where required, the integration and/or alignment of existing policies and strategies. This includes but is not limited to the following:

- DWAF, 1991. Water Quality Management Policies and Strategies in the RSA;
- DWAF, 2000. Policy and Strategy for Groundwater Quality Management in SA;
- DWAF, 2006. Resource Directed Management of Water Quality: Volume 1.2: Policy;
- DWAF, 2006. Resource Directed Management of Water Quality: Volume 2.2: Strategy.

The current WQM policy entitled "*Water Quality Management Policies and Strategies in the RSA*" dates back to 1991 to the time when pollution control had been expanded into the management of water quality in South Africa. This was developed as an overarching policy for WQM and as such contained both resource and source directed aspects. Although the particular document was, in many respects, lauded as innovative and ground-breaking, it had been published prior to the promulgation of the current water legislation, and hence, does not contain operational policy and strategy that harmonise with today's legislation, executive policy and management imperatives. Another gap in the 1991 document, that warrants revision, would be the governance strategies that applied back then. Since the role-players in WQM had largely changed since then, addressing the changes in WQM roles and responsibility at the level of operational policy and strategy will benefit departmental functional integration. Attention should also be given to the working relationships with the CMAs/ proto-CMAs/ Provincial Offices, and other water institutions.

Following on from the 1991 WQM policy, a series of operational "*Resource Directed Management of Water Quality*" (RDMWQ) policy, strategy, management instruments and methodologies have been developed and implemented over the past few years. These are extensively being utilised *inter alia* by DWS technical specialists, universities, water practitioners and professional service providers that conduct studies for the Department. The 2006 RDMWQ policy and strategy constitutes an update of the resource directed aspects of the 1991 policy.

Other thematic/ sector specific strategies and guidelines that have been developed to direct WQM in South Africa include, but are not limited to:

- DWAF, 1995. Procedures to Assess Effluent Discharge Impacts;
- DWAF, 1999. A strategic Plan for the Department of Water Affairs and Forestry to Facilitate the Implementation of Catchment Management in South Africa;
- DWAF, 1999. National Strategy for Managing the Water Quality Effects of Settlements;
- DWAF, 2003. Conceptual Introduction to the Nature and Content of the Water Quality Management and Assessment Components of a Catchment Management Strategy;
- WRC, 2006. Guidelines for the Utilisation and Disposal of Wastewater Sludge;
- DWAF, 2008. Mining Best Practice Guidelines (A-H); and
- DWA, 2010. Operational Guideline for Best Eutrophication Management Practices.

The above management instruments may contain a number of gaps and areas requiring improvement, and as such a gaps analysis, based on a review of WQM approaches and instruments as well as on recommendations from previous studies and stakeholder inputs, will form part of the project scope.

Whereas the gaps identified for the policy and strategy will need to be addressed in this project, gaps in existing thematic/sector strategies and guidelines and any new studies, models, research, guidelines and sub-strategies, etc. will need to be identified and described in this project as part of the actions to be addressed in the strategy. The strategy will also need to provide input to the next version of the NWRS, in 2018.

In the development of the revised policy, strategy and WQM actions it will be essential that the root causes of water quality deterioration be identified and addressed in a structured and systematic manner and should include technical, institutional and governance aspects.

2.4 Policy Hierarchy

Distinction is made in this project between **executive** and **operational** policy and strategy. Operational policy and strategy are necessary to provide sufficient resolution to enable consistent and effective implementation of executive policy and strategy. The *White Paper on a National Water Policy for South Africa, 1997* (and the subsequent policy reviews) as well as the *National Water Resource Strategy (NWRS)* are examples of executive policy and strategy, respectively. In the absence of suitable guiding operational policy and strategy, and supporting management instruments, gaps are created that may potentially lead to an implementation vacuum in respect of certain high level policy imperatives. In addition, it is also important to note that the emphasis is on implement ability and implementation and not on the creation of academic reference material *per se*. The deliverables coming forth shall provide a clear basis for improved planning and management of water quality, with implementation as key driver.

The proposed management instruments, to be established as part of this project, will relate to one another, as well as to other existing management instruments in the Department in a specific hierarchy. The said hierarchy of instruments is to stand under the “*umbrella*” of applicable executive policy and strategy.

3. SCOPE OF WORK

The project goal, objectives, focus, structure and time are defined below in the context of the background provided above.

3.1 Project Goal

The goal of the project contract is to-

develop a WQM Policy and IWQM Strategy which provides the necessary guidance to the Department, as well as the larger water sector, for the effective, sustainable and integrated management of South Africa's surface and ground water quality.

3.2 Project Objectives

The main objectives in support of the of the project goal is to-

- identify the current water quality, WQM and integration challenges and the causes of these challenges;
- review relevant national and international WQM related information and identify gaps in current WQM approaches, instruments and practices in South Africa at all levels (local, regional, national), for both government and the water sector at large;
- review, update and formalise the Departmental WQM policy and IWQM strategy. The IWQM strategy must include current management imperatives, as well as changes to water and related environmental legislation made over recent years;
- include mechanisms and actions for the Department to facilitate and monitor the roll-out of the strategy and ensure co-ordination between the various role-players with the aim of developing and giving effect to the IWQM Strategy;
- capacitate and consult a wide group of stakeholders on IWQM concepts and principles and on the project and it's outcomes; and
- ensure accurate and efficient feedback and communication with regard to the development of the IWQM Policy and Strategy.

3.3 Project Focus

The project focus is to include-

- rivers, dams, aquifers, wetlands and estuaries;
- perennial and non-perennial systems;
- trans-boundary systems;
- water quality in all its aspects (biological, physical, chemical, aesthetic, toxicological *etc.*);
- water quantity, instream and riparian habitat and biota, in so far as it relates to water quality; and
- water quality in the context of IWRM and water services provision.

3.4 Project Structure and Priorities

In order to provide the necessary structure to project execution, a phased approach towards addressing the project goal is proposed. As a result of the intertwined nature of several of the project aspects, project phases may overlap, and if necessary run concurrently.

It is foreseen that the proposed project is to include the following distinct components:

- | | |
|-------------|---|
| Component 1 | Project Inception; |
| Component 2 | Situation assessment and gaps analysis; |
| Component 3 | Development of a WQM Policy; |
| Component 4 | Development of an IWQM Strategy; |
| Component 5 | Converting Policy into Practice; |
| Component 6 | Stakeholder Consultation and Communication; |
| Component 7 | Project Management and Administration; and |
| Component 8 | Project Closure. |

The nature of the individual project phases needs to be clearly set out within the Project Proposal to be submitted. The use of a peer reviewer/ reviewers for key deliverables (namely the policy and strategy) will be required.

3.5 Time Schedule

The project will likely be initiated during the 2015/2016 financial year and must be concluded within 24 months from the date of initiation (*i.e.* signing of the contracts). The first editions of the policy and strategy must be completed within the first year of the project. The time remaining must be used to finalise all the other relevant deliverables, with the view of incorporating the lessons learnt during this time into the final edition of the policy and strategy towards the end of the project contract. Allowance for time to close the project must also be made.

4. DESCRIPTION OF PROJECT COMPONENTS

4.1 Component 1: Project Inception

4.1.1 Purpose:

To present a final description of the scope of work, project programme and resource requirements.

4.1.2 Comments:

The purpose of the Project Inception Report is to agree on the methodology to be used, the project team, the project deliverables and the programme. The Project Inception Report should form a report on its own and a complete final draft version should be ready within the first two months from commencement of the project. Stakeholder consultation should form part of the determination of the final scope of work.

The approved Project Inception Report shall form part of the project contract and is to complement the original Terms of Reference.

4.1.3 Deliverables:

- An approved Project Inception Report.

4.2 Component 2: Situation Assessment and Gaps Analyses

4.2.1 Purpose:

To gather and organise information on current and emerging WQ trends, WQM approaches, the challenges faced and possible solutions and to standardise on WQM related terminology to be used during the project.

4.2.2 Comments:

This component should identify current as well as emerging resource water quality, WQM and integration problems and challenges. Water Sanitation issues as relevant to the project scope must also be taken into consideration. The root causes of these challenges should be identified and documented. It is not the intention of this component to do detailed analysis of the current state of the quality of South Africa's surface and ground water. Methodologies that would allow for a current national perspective and that would adequately inform the strategy within the required timeframes of the project must be used.

This component should further consult and assess international and national WQM policy, strategies, practices, approaches, concepts and other related information in order to formulate the policy, strategy and actions (as per component 3, 4 and 5).

Component 2 should highlight appropriate best international practice and summarise the usefulness of such practices in the South African context. Descriptions of the key aspects of the WQM approach followed in at least 5 countries (consisting of a mixture of first world and developing countries) must be included in the survey. Local case studies which display key concepts that could inform the strategy should also be included in the survey.

Component 2 should also compile and maintain a glossary of WQM, and related terminology to be used during project execution, in order to aid in the consistent application of such terms. In this context WQM relates to all aspects of management; including planning, protection, enforcement, regulation, monitoring, etc.

A literature database as well as all information sourced for this component will need to be provided to the client in a properly structured electronic format at the end of the project.

It is foreseen that Component 2 will only conclude when all management instruments have been fully conceptualised. Information from the review and outputs from other components must result in a gaps analysis, followed by the prioritisation of those gaps.

4.2.3 Deliverables:

- A Report on Water Quality and Water Quality Management Challenges in South Africa and their causes;
- A Literature Survey Report of international, national and any other applicable policies, strategies, practices, approaches, concepts and other related information;
- A Literature Database and electronic copies of literature; and
- A Glossary of WQM related terminology should be produced.

4.3 Component 3: Development of a WQM policy

4.3.1 Purpose:

To establish a policy for WQM.

4.3.2 Comments:

Component 3 is to establish a framework policy for WQM. The purpose of the framework policy is to formalise the Department's position in respect of WQM and should include appropriate policy principles and statements. The policy horizon will be 20 years and it thus has a long-term application. Component 3 will evaluate the 1991 and 2006 WQM policy document, as well as other relevant documentation that are available. All shortcomings must be identified and addressed, in particular with respect to the current water and environmental management legislation and executive policy potentially applying to WQM. In addition, Component 3 should also ensure that "*horizontal*" and "*vertical*" integration between current and to-be-established policy instruments exist. The policy must be aligned with existing government imperatives, including the requirement for sustainable development and it must fit within the larger policy framework.

A first edition policy must be developed within the first year of the study with the final edition to be produced towards the end of the study. Lessons learnt and any relevant additional information obtained during the course of the project should be used to produce the final edition of the policy.

Provision should be made for a foreword to be provided by DWS management and for the time required for obtaining approvals for the final edition of the policy.

Consultation with key stakeholders is essential under this component. Relevant previous consultations conducted by the Department must also be considered in the development of the Policy.

Further comments relating to this component are provided in Section 2 of this Terms of Reference and must be taken cognisance of.

4.3.3 Deliverables:

- A WQM Policy (first and final edition);

- A summary policy document used for communication purposes; and
- A “friendly” version of the policy.

4.4 Component 4: Development of an IWQM Strategy

4.4.1 Purpose:

To establish an IWQM Strategy.

4.4.2 Comments:

Component 4 entails assessing and agreeing on what will be needed in order to implement the WQM policy from component 3. The strategy must define what needs to be done by the Department and the larger water sector in order to achieve IWQM. As part of the development of the Strategy, the WQM process, and roles and responsibilities with respect to functional mandates must be defined at the appropriate level. Details on by when and by whom specific actions are to be undertaken will be defined in component 5.

In defining the IWQM Strategy, alignment with relevant executive policies and strategies, including the NWRS-2, will be essential. The IWQM strategy would have a 10 year horizon and should be based on existing relevant strategies (including the 2006 RDMWQ Strategy), the outcomes from Component 2, and expectations and recommendations from stakeholders (component 6). In addition, previous documented recommendations such as, but not limited to the following, should form part of the development of the IWQM Strategy:

- DWAf, 2011. Planning level Review of Water Quality in South Africa; and
- National Economic Development and Labour Council (NEDLAC), 2010. Review of Water Quality Reports and Catchment Management Plans: Summary of the Water Quality Risks.

In addition to the above requirements, the strategy must address the ‘integrated’ component of IWQM. It must be pragmatic, allow for the application of the concept of adaptive management and must provide the necessary level of detail on how to address the challenges identified in component 2. The IWQM Strategy will be a national strategy and as such must give clear and adequate direction to other scales of strategy development and implementation.

A wide range of aspects should be considered in the development of the strategy. These aspects may relate to (but are not limited to): the application of regulatory, financial, self-regulation and civil instruments; research and innovation; communication, capacity building and empowerment; mechanisms for integration and co-operation; and various thematic water quality issues, such as nutrient enrichment. Various emerging aspects, such as water quality offsetting, the use of buffer zones, and the management of complex organic compounds, should also be considered

Although a number of criteria for the development of the strategy are provided in the paragraphs above, these may be refined and expanded during the initial phases of the project.

Given that water quality management is complex and may be sub-divided into categories in numerous different ways, careful thought to the layout of the strategy should be given. Provision should also be made for a foreword to be provided by DWS management and for the time required for obtaining approvals for the final edition of the strategy.

A first edition strategy must be developed within the first year of the study with the final edition to be produced towards the end of the project. Lessons learnt and any relevant additional information obtained during the course of the project should be used to produce the final version of the strategy.

Further comments relating to this component are provided in Section 2 of this ToR and must be taken cognisance of.

4.4.3 Deliverables:

- A IWQM Strategy (first and final edition); and
- A summary strategy document used for communication purposes; and
- A “friendly” version of the strategy.

4.5 Component 5: Converting Policy into Practice

4.5.1 Purpose:

To facilitate the identification of actions and responsibilities to give effect to the WQM Policy and IWQM Strategy.

4.5.2 Giving Effect to Policy and Strategy

The strategy must lead to action and must be very clear on the roles, responsibilities and mandates within and among water institutions and the water sector at large. Component 5 must facilitate this requirement and, as such, consists of 1) developing actions that would provide the detail necessary to turn the IWQM Strategy into action 2) clearly defining the roles and responsibilities of the various WQM role players in the Department and larger water sector in undertaking those actions and 3) developing mechanisms and platforms for integration and for reporting on the progress of those actions and the success of the strategy. Section 4.5.3 below, further gives effect to the achievement of the WQM Policy and IWQM Strategy through the development of recommendations for changes to the Department’s WQM organisational design. Other appropriate tools that could pave the road to action may also be developed as part of this component.

In defining how policy will be converted into practice, priority actions should be highlighted and possible risks should be identified. The actions should not only be relevant to the DWS, but to all other relevant sectors and should align to other actions that have been put in place to implement related executive policies and strategies. Roles, responsibilities and timeframes for undertaking the actions required to give effect to the policy and strategy may be updated as the project proceeds.

Given the large number of sectors that play a role in WQM, integration and co-operation will need to be a facilitated process and recommendations for co-ordination platforms for the achievement of the integration component of the IWQM Strategy must be provided. To insure that the strategy leads to action, a monitoring and reporting system will also be required. The format of reporting on progress and outcomes should satisfy the needs of various target audiences. The system should include the use of indicators that not only measure progress but also *meaningfully measure the success* of the strategy.

Stakeholder consultations should be used to provide inputs to this component.

4.5.3 WQM Organisational Design.

The WQM Policy and IWQM Strategy will inform the WQM functions and structures within the Department and supporting institutions (such as CMAs). This component should provide recommendations on the improvements/changes that will need to be made to the Department’s functions and structures. Component 5 should also provide concept inputs to Work Plans for relevant officials, including middle and senior management officials.

4.5.4 Deliverables:

- A *Policy into Practice* report detailing the actions, the roles and responsibilities, timeframes, and the co-ordination structures/framework (first and final edition);

- Development and testing of an organised method (system) for monitoring and reporting on the conversion of policy into practice and the realisation (and success) of the WQM Policy and IWQM Strategy;
- A report recommending organisational improvements (functions and structures) for IWQM; and
- Concept Work Plans for relevant officials.

4.6 Component 6: Stakeholder Consultation and Communication

4.6.1 Purpose:

To consult key stakeholders and communicate project progress to relevant parties.

4.6.2 Comments:

Stakeholder consultation and information dissemination to interested parties (including the public), forms an important aspect of this project. It is also envisaged that in order to allow for effective participation, *capacity building of role-players and stakeholders will be required* in terms of aspects such as Water Quality Planning and Management concepts and principles.

Stakeholder consultation is required at various levels and within most of the study components. In the inception phase (component 1) consultation will be required to obtain inputs to the study approach and goals, in component 2, consultation may be required with various specific individuals and sectors in order to obtain information. Focus group discussions, in addition to broad stakeholder meetings, may be required during component 3, 4, and 5.

The introduction of users to the project and/or its deliverables (and accompanying “user friendly” material) should be done by means of a series of road shows to the departmental provincial offices. Key extra-departmental stakeholders should also be involved during these road shows. Practical case study applications of the project deliverables can be considered as a means of introducing and testing the project deliverables during the road shows. Provision should also be made for the preparation of materials to be provided at various selected catchment forums as well as at high level meetings with the various collaborating government departments.

A public “*communication event*”, such as a National WQM conference will also be required, and should preferably take place after the first editions of the policy and strategy have been developed. The conference should be aimed towards the water and sanitation sector and should be structured in a way that will enable the project team to 1) provide feedback on the project, 2) obtain ideas, 3) learn from case studies, 4) create and foster networks and 5) discuss WQM related topics.

It is important that stakeholders be engaged in a manner that enables appropriate participation, co-operation and sharing of information. Communication of the project’s intentions, process, progress and outcomes to the general public must also be conducted in an appropriate manner. A variety of communication material for sharing information with the stakeholders and the general public will be required and should include: the generation of information and graphics that can be accessed through the Departmental website, newsletters, media briefings, and other “user friendly” documentation (such as posters, brochures, etc.).

A concise stakeholder consultation and communication strategy, detailing the consultation activities to take place as well as the communication activities (means of communication, communication schedules, the intended target audiences, methods of communication, message contents, etc.) needs to be developed and implemented. It is foreseen that this strategy will be updated throughout the project. The final report (Consultation and Communication Report), will be required at the end of the study contract and must include information on the outcomes and success of the communication process. A separate capacity building report may be necessary, which details the capacity that has been built through the activities of the project.

The PSP must ensure that that study stakeholders have access to any large documents that may not be placed on the public website (such as draft deliverables that require commenting). It is foreseen that only the final draft / signed reports will be placed on the DWS IWQM Strategy Website for access by the public.

All communication initiatives should adhere to the DWS communication protocols.

4.6.3 Deliverables:

- A stakeholder consultation and communication strategy;
- A project Information Management System, designed to share large deliverables for comment by stakeholders;
- A comments and responses register to deal with input received on all project deliverables needs to be maintained during the project life;
- Detailed stakeholder database as well as consultation database (date of consultation, purpose, number of attendees, etc);
- Capacity building of key role-players and stakeholders;;
- All web page content, including graphical content, necessary to introduce, illustrate and/or explain project information, progress and deliverables. The said web page content will need to be periodically updated and will be utilized by the departmental administrator to populate a web page on the Departmental Web Site throughout the project contract period;
- Up to four newsletters (maximum 15 pages), and Background Information Documents (BIDs) (maximum 10 pages) for each of the Project Management and Project Steering Committee meetings; all in colour with graphical content, where appropriate, needed at key milestones to communicate study information and progress to study stakeholders;
- Other “User friendly” material, such as brochures, posters and/or pull-up banners;
- A public “*communication event*”, with accompanying event documentation (invitations, programme, presentation catalogue and summary of key outcomes).
- Up to ten Road-shows;
- PowerPoint presentations; and
- Graphic’s input on project deliverables.

4.7 Component 7: Project Management and Administration

4.7.1 Purpose:

To ensure that project execution complies with the project contract and that project management is efficient and effective.

4.7.2 Comments:

It is expected of the successful PSP to assist the Project Manager with contract management and to provide for secretarial services, administrative support and liaison with stakeholders where necessary. Further details regarding the project management and administration reporting requirements are provided in section 6 of this ToR.

Inputs on progress reports to top management will be required from time to time, as well as assistance with presentation material for discussion at DWS management meetings. The project programme should therefore make provision for providing additional reporting assistance on project progress and deliverables.

4.7.3 Deliverables:

- Project meetings at the required intervals, presentation material, progress reports and meeting administration in order to realise a well managed project; and

- Inputs to presentations and reports to DWS management.

4.8 Component 8: Project Closure

4.8.1 Purpose:

To ensure that successful project closure is obtained

4.8.2 Comments:

It is expected of the successful PSP to ensure that the study is successfully and properly closed. During this time all final study deliverables must be properly packaged and submitted, including meeting records, databases, presentation materials, etc.

Letters for the dissemination of a pack of the *final editions of the main project deliverables* to the heads of all key water quality line-function managers in the Department and relevant water management institutions will be required at the end of the study. In addition, at least 10 packs of copies, provided in suitable packaging, of *all final project deliverables* will also be required for dissemination to the project team which will include the members of the Project Administration Committee (PAC). Further details regarding the reporting requirements for this project are provided in Section 5 below.

Inputs to a project closure report as per the requirements of the DWS Supply Chain Management, detailing overall project performance, whether all deliverables have been met, project challenges, etc will also be required. A technical close out report and a summary presentation of the project will also be required. The technical close out report should prioritise at least five WQM gaps which require further attention and provide descriptions of approaches to address these gaps.

4.8.3 Deliverables:

- Supply Chain Management project close-out report, detailing overall project performance;
- Technical close-out report; and
- Final presentation summarising the project outcomes, including explaining key WQM concepts.

5. REPORTING REQUIREMENTS

The following reporting requirements are relevant to the reports and information generated by this project:

- Reports shall be written in a clear and concise manner and information presented in a user friendly format.
- All first draft reports shall be proof read by a person approved by the PAC before being submitted to the Project Management Committee (PMC) and Project Steering Committee (PSC) for review. First draft reports will include all introductory pages, completed summaries and all Annexures and give comprehensive technical descriptions of the processes followed and the results achieved. First draft reports should require limited Client input and if it is submitted incomplete, it will not be considered as the first draft and will be returned to the PSP. The PSP must allow four weeks in the project programme for the review of documents;
- All documents shall comply with the *Standard for Documentation produced within the Water Resource Planning System Series*;
- All reports shall be produced free of any copyright restrictions by the authors and reports should be available for reproduction if needs be;

- 10 hard copies of *draft* reports are to be submitted (for commenting by the Project Administration Committee), as well as in electronic (MS Word) format (for record keeping purpose and commenting by the Project Management and Project Steering Committee);
- Copies of the main bound *final* reports are to be submitted to DWS as follows (the number of hard copies for any deliverables not specified below will be finalised in the inception report);

Deliverables	Number of sets
Inception Report (Final)	10
SA Water Quality and WQM Report (Final)	10
Literature Survey (Final)	10
WQM Policy (First Edition)	100
WQM Policy (Final Edition)	400
Summary and User friendly versions of the policy (Final)	400
IWQM Strategy (First Edition)	100
IWQM Strategy (Final Edition)	200
Summary and User friendly versions of the strategy (Final)	200
Policy into Practice Report (First Edition)	100
Policy into Practice Report (Final Edition)	100
WQM Organisational Report (Final)	20
Communication Strategy (Final)	10
Technical Close-out Report (Final)	10

- lastly, one unbound copy of each final deliverable, one electronic copy in MS Word format on CD and 200 electronic copies in PDF format on CD are also to be supplied.

6. PROJECT MANAGEMENT

A large number of key role-players will need to be closely involved in the development process for the WQM Policy, Strategy and Actions. It is foreseen that the below project committees will be required in order to allow for 1) effective and rapid day to day management and administration by the client 2) inclusive management which allows for decisions to be influenced and made by DWS WQM line-function personnel and 3) inclusive management that allows for the project to receive strategic direction from key external stakeholders. The PSP will be required to develop a concise description of the roles, and functions of the project committees in the project governance, to be agreed upon with the members of those committees. The PSP may refine this structure should they feel that an alternative may function more effectively.

6.1 Project Administration Committee

A Project Administration Committee (PAC), made up of the PSP, the project manager, deputy manager, co-ordinator and other key DWS experts in WQM and Policy and Strategy development will be responsible for undertaking the day to day management of the study. It is foreseen that this committee will meet on a monthly basis. A financial and progress report will be required for each PAC meeting. The PSP will be required to provide records of recommendations/decisions taken at these meetings.

6.2 Project Management Committee

A Project Management Committee, made up of DWS WQM line-function directorates and sub-directorates from both the National and Provincial Office will be responsible for ensuring that the concerns and requirements of each WQM line functions are adequately catered for, within the scope of the study, and that deliverables are suitable to be presented to extra-departmental role-players. . It is foreseen that this committee will meet at key milestones in the project. A financial and project progress report will be required for each PMC meeting. The secretariat for the PMC will also be provided by the PSP.

6.3 Project Steering Committee

The PSC will be responsible for the strategic direction and technical input to the project. The PSC will also be involved in final sanctioning of all project deliverables. The PSC will consist of representatives of the CD: Water Ecosystems and CD: Integrated Water Resource Planning as well as any additional DWS representatives that should form part of the PSC, including but not limited to all WQM line-function directorates and sub-directorates.

The PSC will also include other governmental departments as well as key extra-departmental role-players (such as SALGA and National NGOs).

It is envisaged that the PSC will meet at every key milestone during the project duration (minimum of two meetings in the first year and one meeting in the year thereafter). The secretariat for the PSC as well as the venue will be provided by the PSP. Presentations, background information documents, copies of newsletters, and copies of summary documents will be required prior to PSC meetings.

7. ORGANISATIONAL MATTERS

7.1 Client and project name

DWS will act as the Client for this project through the Chief Directorate Water Ecosystems Management (WEM) and the Sub-Directorate Water Quality Planning (WQP).

The formal project name shall be: ***“DEVELOPMENT OF AN INTEGRATED WATER QUALITY MANAGEMENT STRATEGY”***.

7.2 Execution, supervision and control

Supervision of the project and the management of administrative and contractual matters will be conducted by the Sub-Directorate Water Quality Planning of the Directorate Water Resource Planning Systems, Chief Directorate Integrated Water Resource Planning.

The project will be administered by the PAC and PMC, under the technical guidance of the PSC.

7.3 Programme of work

The programme of work for the project will be formalised through the Project Inception Report. The time allowed for the project is as stipulated under Section 3.5.

8. INFORMATION TO BE PROVIDED IN THE PROJECT PROPOSAL

8.1 Request for Project Proposals

This Request for Project Proposals contains a concise background description and project layout, and intends to provide sufficient information to enable the prospective PSP to compile a coherent Project

Proposal based on the provided Scope of Work.

8.2 Extent of the Project Proposal

The Project Proposal shall include both technical and financial proposals.

All the discussions in the technical proposal should be to the point and the text should not exceed twenty five A4 pages, excluding appendices, at a font size of not less than 11 and a line spacing of not less than 1.

Any additions to the scope of work which the PSP wishes to submit must be separately costed.

8.3 Methodology

The Project Proposal must contain a clear and to-the-point description of the project methodology, demonstrating the PSPs understanding of the Scope of Work. It is advisable to break the Scope of Work up into phases and/ or tasks, and to demonstrate how these relate to one another, and how they contribute towards the project goals. A duration schedule and schedule of responsibilities need to be included in the project methodology. In addition, the deliverables that can be expected from the proposed project should also be described and associated with the methodology descriptions.

8.4 Experience

Expertise required to undertake the work described under the project scope covers a wide range of fields, and proposals should include project teams with expertise (i.e. qualifications, where applicable, and experience) in - :

- Integrated water resource management;
- The development of water resources policy, strategy and management instruments;
- Providing policy and strategy implementation support;
- Water quality and waste management;
- Water quality planning, modelling and predictive methods;
- Groundwater management;
- Wetland, estuary and riverine ecology;
- The determination and implementation of resource directed water quality measures for surface and ground water resources;
- Working with the biodiversity, agricultural, mining, urban/domestic and industrial sectors;
- Water quality data management (statistics, data handling, interpretation and reporting);
- Water and environmental law;
- Water and environmental economics;
- Water pricing and financing studies;
- Institutional analysis and development;
- Communication (including workshop facilitation and the design of communication material), stakeholder participation and capacity building;
- Project management and administration; and
- *Any other expertise that might prove to be valuable to the aims of the project.*

8.5 PSP Capacity and Capability

It will be necessary to have a capable PSP project manager and/ or project co-ordinator who have

extensive proven experience in resource water quality management and strategy formulation. PSP task leaders shall have proven expertise in the applicable fields they are to be leading.

The capacity and capability of the project team must also be provided. The Project Proposals must contain explicit information about the role of each of the team members in respect of the proposed project. Information on the project team members should include details of appropriate tertiary qualifications, focus of expertise and relevant experience. Summaries of experience should indicate the years of relevant experience, the names of relevant projects, the names of the clients, the size of the projects and dates the projects were completed.

PSPs that do not have in-house capacity, capability or specific technical expertise in any particular aspect of the assignment are free to form associations or joint ventures with other PSPs that would provide the necessary services. The Project Proposal documentation must provide details about the nature of such collaborations.

Project Proposals should also contain information on the provision, roles and capability of support/administrative staff.

8.6 Capacity Building and Participation of HDIs and HDEs

The participation of HDIs (Historically Disadvantaged Individuals) in the project is recommended. The definition of an HDI follows that of the Department's current policy.

PSPs are also encouraged to form associations or joint ventures with HDEs (Historically Disadvantaged Enterprises). The Proposal must provide clear details about the nature of such collaborations and must be explicit about the following:

- HDI ownership percentage of each participating firm in associations or joint ventures formed for this project;
- The roles of HDIs in key personnel and technical support positions; and
- The composition of HDEs that participate in associations or joint ventures formed for this project.

The ownership percentage for joint ventures or associations is calculated as a weighted average percentage based on the participation rate.

8.7 Curricula Vitae (CVs)

Abridged CVs of all key personnel on the project team should be attached to the proposal. The extent of each abridged CV should be no longer than 2 (two) A4 page at font-size of not less than 11 and at line spacing of not less than 1.

8.8 TAX clearance certificate

No contract may be awarded to a PSP who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that PSP to be in order or that suitable arrangements have been made with SARS.

8.9 Budget, Finances and Approach

The total price (including Value Added Tax) that the applicant will charge to deliver services in accordance with the ToR must be clearly indicated. Payment for services will be made per deliverable and the applicant must, together with the project proposal, provide clear indications of how the costs of the project (per deliverable) were derived (examples are provided in Annexure A1 and A2). Additional tasks/deliverables that might add value to the project scope must be costed separately.

A schedule of proposed charge-out rates of all the individual PSP team members must also be provided to allow the Evaluation Committee to properly evaluate this part of the bid (an example is provided in Annexure A3). It will further be required of each bidding PSP to prepare a detailed project program (Gantt chart).

It should be noted that all additional team members that are added to the project team after the project contract is in place will be required to comply to DWS rates, unless special circumstances apply. In addition, as payment will be per deliverable, provision for annual rate increases must be incorporated into the budgeted project amount.

9. EVALUATION SYSTEM

DWS will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A three phase evaluation criteria will be considered in evaluating the bid being:

Phase 1: Administrative Compliance.

The following must accompany Project Proposals:

- Compulsory Briefing Session Certificate;
- Signed SBD document; and
- Valid Tax Clearance Certificate

Phase 2: Functional/Technical Evaluation.

Functionality Evaluation Criteria		
Criteria	Weighting Points Awarded	
Functionality	Methodology	30
	Past Experience	25
	Team Capability	35
	HDI Participation	10
Total	100	

The bidder is expected to achieve a minimum threshold/ required score for functionality of 70% in order to qualify for further evaluation. Further evaluation is based on *Price* and *Preference* (refer to phase 3).

Phase 3: BBBEE Status Level Contributor.

Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

Price: 90 points

BBEEE Level Contributor: 10 points

B-BBEE Status Level of Contributor	Number of Points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3

7	2
8	1
Non-Compliant contributor	0

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

Conditions:

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

10. DEADLINE AND ADDRESS FOR SUBMISSIONS

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

11. ENQUIRIES

For technical enquiries contact:

Pieter Viljoen
(012) 336 7514
ViljoenP2@dwa.gov.za

For SCM enquiries contact:

Syabonga Ngidi
(012) 336 6611
ngidis@dwa.gov.za

APPENDIX A1: EXAMPLE OF A TIME AND COST SCHEDULE PER DELIVERABLE/TASK

Task no.	Team member	Company name	Position in company	HDI	Project position/activity	Time schedule	Hourly rate (Excl. VAT)	Total cost (Excl. VAT)
				Yes/no		Man hours	Rand/hour	Rand
COMPONENT 1								
1.	DELIVERABLE: INCEPTION REPORT							
1.1	Z.M. Strichnine	ABC Consult	Director	Y	Project Manager	6	R xxx.xx	R xxx.xx
1.2	J.M. Buxley	ABC Consult	Director	N	Task Leader: 2	7	R xxx.xx	R xxx.xx
	<i>Subtotal for professional fees</i>					26		R XX XXX, XX
Disbursements:								
	- Subsistence							R xxx.xx
	- Printing							R xxx.xx
	- Miscellaneous							R xxx.xx
	Subtotal for disbursements							R xxx.xx
TOTAL COST: INCEPTION REPORT								R XX XXX, XX
COMPONENT 2								
2A.	DELIVERABLE: XXXXXXXXXXXX							
2A.1	J.M. Buxley	ABC Consult	Director	Y	Task Leader	125	R xxx.xx	R xxxx.xx
2A.2	F.M. Morris	ABC Consult	Associate	N	Geohydrology	96	R xxx.xx	R xxxx.xx
2A.3	VenTe Chow	ABC Consult	Specialist Associate	N	Hydrology	72	R xxx.xx	R xxxx.xx
2A.4	T.Y. Vernon du Mont	ABC Consult	Engineer	N	Flood hydrology	80	R xxx.xx	R xxxx.xx
2A.7	M. Mercalli	ABC Consult	Associate	N	Catchment assessment	40	R xxx.xx	R xxxx.xx
	<i>Subtotal for Professional Fees</i>					1 056		R XX XXX, XX
Disbursements:								
	- Travel							R xxxx.xx
	- Accommodation							R xxxx.xx
	Subtotal for disbursements							R xxxx.xx
TOTAL COST: XXXXXXXXX								R XXX XXX, XX
SUBTOTAL THIS PAGE (carry forward to next page)						1 082		366 480.00

APPENDIX A2: EXAMPLE SUMMARY SHEET FOR FINANCIAL PROPOSALS

Task no.	Deliverable description	Total cost of deliverable as per cost and time schedule (Excl. VAT)	14% VAT	Total Task cost (Incl. VAT)
		Rand	Rand	Rand
1	Component 1: Inception Report	R XX XXX,XX	R XX XXX,XX	R XX XXX,XX
2A	Component 2: Task 1	R XXX XXX,XX	R XXX XXX,XX	R XXX XXX,XX
2B	Component 2: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
2C	Component 2: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
	Component 2 Total	R XXX XXX	R XXX XXX	R XXX XXX
3A	Component 3: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
3B	Component 3: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
3C	Component 3: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
	Component 3 Total	R XXX XXX	R XXX XXX	R XXX XXX
4A	Component 4: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
4B	Component 4: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
4C	Component 4: Task 3	R XXX XXX	R XXX XXX	R XXX XXX
4D	Component 4: Task 1	R XXX XXX	R XXX XXX	R XXX XXX
4E	Component 4: Task 2	R XXX XXX	R XXX XXX	R XXX XXX
	Component 4 Total	R XXX XXX	R XXX XXX	R XXX XXX
TOTAL COST OF PROJECT		R X, XXX, XXX, XX	R XX XXX, XX	R X, XXX, XXX, XX

APPENDIX A3: EXAMPLE OF THE SUMMARY OF MANPOWER, TIME AND COST SCHEDULE

Team member	Company name	Company position	Project position (Task)	Applicable experience in task	HDI / woman	Hourly rate	Time on project	% of time on project	Total cost
				Years	Yes/No	Rand/h	Hours		Rand
D.M. Tjaka	ABC Consult	Director	Project manager	25	Y / N	520	20	10	R XX XXX
F.M. Morris	ABC Consult	Associate	Task leader, Hydrology	15	N / N	480	50	25	R XX XXX
VenTe Chow	AquiTech Cons	Geohydrologist	Geohydrology	13	N / N	400	30	15	R XX XXX
T.Y. Matatile	ABC Consult	Director	Task leader, Geohydrology	6	Y / Y	500	40	20	R XX XXX
A. Einstein	ABC Consult	Associate	Hydrology	10	N / Y	120	15	7.5	R XX XXX
Z. Zuma	ABC Consult	Technician	Support	2	Y / Y	110	35	17.5	R XX XXX
M. Mercalli	B&T drilling	Specialist techn.	Geohydrology	20	N / N	350	10	5	R XX XXX
TOTAL							200	100	R XXX XXX