



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

REQUEST FOR BID

BID NUMBER: WP11543

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT,
REVIEW AND UPDATE STRATEGIES TO RECONCILE WATER AVAILABILITY AND WATER
REQUIREMENTS FOR ALL TOWNS AND SETTLEMENTS IN WMA 5: MZIMVUBU TO
TSITSIKAMMA FOR A PERIOD OF 36 MONTHS**

ISSUE DATE:

31 OCTOBER 2025

CLOSING DATE:

04 DECEMBER 2025 AT 11:00am

NB: Non-compulsory briefing session

Date: 19 November 2025

Time: 10:00AM

Venue: Virtual – MS Teams

[Join the meeting now](#)

Meeting ID: 321 228 005 618 7

Passcode: T32Zi6AV

SUBMIT TENDER DOCUMENT

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

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

TENDERER: (Company address and stamp)

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



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

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

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

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

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Resolution of board of Directors for company /close corporation/ partnership	G	The template resolution provided must be completed in full	
Resolution of Board of Directors to enter into consortia or joint ventures	H	The template resolution provided must be completed in full	
Copy of company CIPC certificate	I	Bidders are required to attach a copy of CIPC certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11543	CLOSING DATE:	04 DECEMBER 2025	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT, REVIEW AND UPDATE STRATEGIES TO RECONCILE WATER AVAILABILITY AND WATER REQUIREMENTS FOR ALL TOWNS AND SETTLEMENTS IN WMA 5: MZIMVUBU TO TSITSIKAMMA FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS					
ALL BID REPOSSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL					
PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Ms J Pashkin / Mr T Makombe	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 8695/ 8503	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	pashkinj@dws.gov.za/ makombet@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT, REVIEW AND UPDATE STRATEGIES TO RECONCILE WATER AVAILABILITY AND WATER REQUIREMENTS FOR ALL TOWNS AND SETTLEMENTS IN WMA 5: MZIMVUBU TO TSITSIKAMMA FOR A PERIOD OF 36 MONTHS.

NAME OF BIDDER:PROJECT NO: **WP11543**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **04 DECEMBER 2025**

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

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

On basis of these particulars, certified invoices will be checked for

correctness. Proof of the expenses must accompany invoices.

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

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

.....

5. Estimated man-days for completion of project

.....

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

*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: **Ms. J Pashkin / Mr. T Makombe**

Tel: 012 336 8695/ 8503

E-mail address: pashkinj@dws.gov.za/ makombet@dws.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

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

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			



14			
15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ *(code)*



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
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13			

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

Note:

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

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

1.

2.

3.

4.

5.

6.

7.

8.



Held at _____

_____ (place)

on

_____ (date)

e)

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

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

Capacity as: _____ (Position in the

Enterprise) and who will sign as follows: _____

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

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

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

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



Venture as mentioned under item D above.

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

Physical address: _____

(code)Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

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



Page 1 of 1

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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15. Warranty
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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
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General Conditions of Contract

1. Definitions

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

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

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

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: STRATEGIC WATER RESOURCE PLANNING

TERMS OF REFERENCE

Appointment of a Professional Services Provider (PSP) to Develop, Review and Update Strategies to Reconcile Water Availability and Water Requirements for All Towns and Settlements in WMA 5: Mzimvubu to Tsitsikamma for a period of 36 months.

SEPTEMBER 2025

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1 INTRODUCTION

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

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

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

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

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

The activities undertaken by the DWS through the Directorate: SWRP lead directly into the tasks envisaged under this proposed study for which this Terms of Reference (ToR) was developed. The scope of this ToR is focussed on the planning activities for D: SWRP's Planning Area South (i.e. mainly (Mzimvubu to Tsitsikamma WMA, Gouritz-Olifants WMA) and as further described elsewhere in this document.

The first round of the Development of Reconciliation Strategies for All Towns Water Reconciliation Strategies (ATRS) in the South Planning Region study was concluded in 2011, and an update of some of the towns were done in 2016 and further updates of some towns was done in 2021 (DWS, 2011, 2015, 2021).

2 PURPOSE AND OBJECTIVES

The objective of this study is to develop, review and update the ATRS in the Mzimvubu to Tsitsikamma Water Management Area (WMA) in the Eastern Cape Province in Planning Area South for at least a 30-year planning horizon.

This proposed study is expected to systematically update and improve the water resource reconciliation strategies so that they remain relevant, technically sound, economically viable, socially acceptable, creating security for the future water resource and enabling

implementation of relevant interventions by the relevant authorities. To achieve the objective, the following main aspects / technical tasks must be covered in the study:

- Undertake the development and update of ATRS identified in Mzimvubu to Tsitsikamma WMA. The list of settlements is provided in Table 1
- Produce Catchment area Water Resource Balance perspectives for the following Primary Catchments in the Mzimvubu to Tsitsikamma WMA (P,Q,R,S,L,M and N; tertiary drainage regions T11, T13, T20, T31 to T36, T60, T70, T80, T90, K80, K90).
- Support the Department of Water and Sanitation (DWS) Regional Offices and water service authorities (WSAs) with information related to all towns' reconciliation strategies
- Provide information that can be included in National and Catchment planning instruments such as the National Water Resource Strategy (NWRS) and Catchment Management Strategies,
- Provide information that can be included in planning instruments of local government to aid their alignment of local development plans and policies e.g. Water Services Development Plans (WSDPs), Integrated Development Plans (IDPs) and Spatial Development Frameworks (SDFs) to national and regional strategies (e.g., NWRS, ISPs, CMSs).

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

3 SCOPE OF SERVICES REQUIRED

The scope of work for the study should cover the following broad key activities:

- Comprehensive review and update the existing ATRS in the Mzimvubu Tsitsikamma WMA where applicable;
- Undertake projection of future water requirements over at least 30 years horizon;
- Assess the present water situation for the towns and settlements in the study area;
- Identify current and future interventions to address water deficits within the designated supply areas,
- Develop Primary catchment drainage area water resource balances for Primary Catchment P,Q,R,S,L,M and N as well as tertiary drainage regions T11, T13, T20, T31 to T36, T60, T70, T80, T90, K80, K90 for present day development and potential future development scenarios at a high level.
- Assess options for groundwater use, including groundwater availability, or potential, assessment of private ground water use in the settlements, cost estimates for well field developments, operation and maintenance costs for groundwater schemes, operating rules for ground and surface water use;
- Improve on cost estimates for identified interventions where applicable and determine URVs for cost comparison;
- Review and update any WCWDM plan currently in place, going on or contemplated;
- Assess options for groundwater use, including groundwater availability, or potential, assessment of private ground water use in the settlements, conduct a hydro-census on targeted formations, cost estimates for well field developments, operating rules for ground and surface water use;
- Compile reports on major tasks performed;
- Compile stand-alone ATRS in the Mzimvubu Tsitsikamma WMA at the appropriate level of intensity;

- Consider the impact of climate change and risk & vulnerability assessments and indexes;
- Facilitate at least one site visits per DM in the Mzimvubu Tsitsikamma WMA;
- Training of staff as required;
- Consider the impacts on water availability due to water resource classification; and the Reserve determination in the WMA;
- Identify, engage and support to relevant stakeholders for the settlements to gather accurate information and data, including reaching an agreement on future proposed augmentation options;
- Assist the Study Steering Committee in the execution of the necessary responsibilities;

4 STUDY AREA

The study area includes the Eastern part of the Planning Area: South covering Mzimvubu to Tsitsikamma WMA situated in the Eastern Cape Province. As can be seen in **Figure 1** the Eastern Cape Province includes 30 local municipalities (LMs) located within 6 district municipalities (DMs). In addition, there are also two metropolitan municipalities within the study area, namely Buffalo City and Nelson Mandela Bay. There are however portions of the Eastern Cape Province which extend into neighbouring WMAs – as shown in the **Figure 1**. The study area will follow the footprint of the Mzimvubu to Tsitsikamma WMA. For certain study tasks the PSP will be required to acquire the latest available information in the catchments outside of the Mzimvubu to Tsitsikamma WMA in order to give the full provincial assessment for the towns and settlements in the Eastern Cape Province as indicated in **Figure 1**. The PSP will be required to package the relevant information for the LM/DMs in the neighbouring provinces.

In the Sarah Baartman District, each of the seven Local Municipalities act as both Water Service Authority (WSA) and Water Services Providers (WSP) in terms of the Water Services Act (Act 108 of 1997). In the remaining five districts, the District Municipality acts as both the WSA and the WSP, with minimal direct involvement from the Local Municipalities.

The Nelson Mandela Bay Metro (NMBM) is excluded for the purpose of this Study as the municipal area is studied in detail as part of the separate Algoa Water Supply System Reconciliation Strategy. However, where applicable, allocations on the shared resources between the NMBM and local municipalities (Kouga & Koukamma) is taken into account for the purpose of this Study.

Similarly, Buffalo City Metro (BCM) is also excluded from this Study, as the municipal area is studied in detail as part of the separate Amathole Water Supply System Reconciliation Study.

The list of towns/villages/village clusters incorporated in this Study are indicated in **Table 1: List of All Towns and settlements in the study area**. They are listed per District Municipality and Local Municipality.

Figure 1: District, metropolitan and Local municipalities within the Eastern Cape. The extent of the *Mzimvubu-Tsitsikamma WMA* is indicated in relation to the provincial boundary

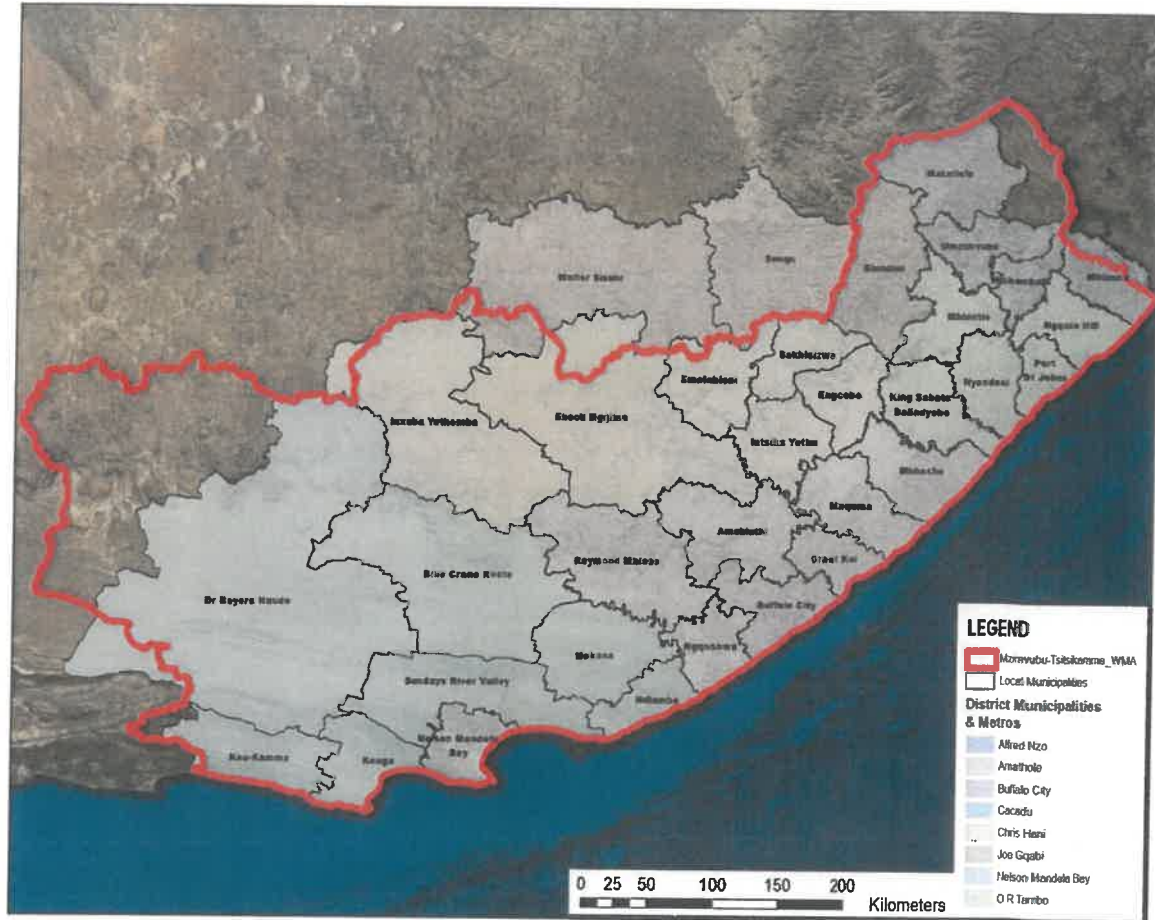


Table 1: List of All Towns and settlements in the study area

District Municipality	Local Municipality	Town/Settlement	#
Alfred Nzo	Matatiele	Alfred Nzo Cluster 1/ Village	1
		Cedarville	2
		Matatiele Growth Node and Villages	3
	Umzimmbubu	Mount Frere and Villages	4
		Mount Ayliff Growth Node	5
		Alfred Nzo Cluster 3/ Village	6
		Alfred Nzo Cluster 4/ Village	7
	Winnie Madikizela-Mandela (Mbizana)	WSU 3 (Bizana and villages)	8
	Ntabankulu	WSU 4b (Ntabankulu and villages)	9
Amathole	Amahlathi	Cathcart	10
		Keiskammahoek	11
		Kei Road	12
		Scattered villages	13
		Stutterheim	14
	Buffalo City	Sandile RWSS towns and villages	15
		Zwelitsha	16
	Great Kei	Komga	17
		Kei Mouth and Gxarha (Morgans Bay)	18
		Haga Haga	19
		Chintsa	20
		Mooiplaas	21
	Mbhashe	Elliotdale	22
		Dutywa	23
		Willowvale	24
		Mbhashe Village Cluster 1	25
		Mbhashe Village Cluster 2	26
		Mbhashe Village Cluster 3	27
		Mbhashe Village Cluster 4	28
		Butterworth	29
		Centane	30
		Mnquma Village Center 1	31

	Mnquma	Mnquma Village Center 2	32
		Mnquma Village Center 3	33
		Ngqamakhwe	34
	Ngqushwa	Ngqushwa towns and villages	35
	Raymond Mhlaba	Hogsback	36
		Tyume River Valley	37
		Kat River Valley	38
		KwaMaqoma (Fort Beaufort)	39
		Adelaide (Debe Regional WSS)	40
		Bedfort	41
Joe Gqabi	Elundini	Maclear	42
		Mount Fletcher	43
		Ugie	44
		Elundini Rural 1	45
		Elundini Rural 2	46
	Walter Sisulu	Steynsburg	47
Chris Hani	Emalahleni	Indwe	48
		Lady Frere and Cluster 1 villages	49
		Emalahleni Cluster 2 villages	50
		Emalahleni West villages	51
	Engcobo	Engcobo Cluster 5 villages	52
		Engcobo Cluster 6 villages	53
		Engcobo Cluster 7 villages	54
		Engcobo Rural South	55
	Intsika Yethu	Cofimvaba town and Rural villages	56
		Tsomo and villages	57
		Intsika Yethu Cluster 4 Ncora villages	58
		Intsika Yethu Cluster 8 villages	59
		Intsika Yethu Cluster 9 villages	60
	Inxuba Yethemba	Nxuba (Cradock)	61
		Middelburg and Rosemead	62
		Komani (Queenstown)	63
		Whittlesea and Sada	64
		Illinge	65

	Enoch Mqijima	Hewu Cluster villages	66
		Lukangi villages	67
		Sterkstroom	68
		Hofmeyr	69
		Tarkstad	70
	Sakhisizwe	Cala and Cluster 4 North villages	71
		Elliot	72
OR Tambo	King Sabata Ndalindyabo	Mnqanduli villages	73
		Mthatha	74
	Mhlontlo	WSU 4a (Tsolo, Qumbu and villages)	75
	Nyandeni	Libode and villages	76
		Ngqeleni and villages	77
	Port St Jhons	WSU 2a (Port St Jhons and villages)	78
		WSU 2b villages	79
	Ngquza Hill	WSU 2d (Flagstaff and villages)	80
		WSU 2c (Lusikisiki and villages)	81
Sarah Baartman	Blue Crane Route	Cookhouse	82
		Pearston	83
		KwaNojoli (Somerset East)	84
	Dr Beyers Naude	Steytlerville	85
		Willowmore	86
		Camdeboo (Aberdeen)	87
		Robert Sobukwe (Graaf Rienet)	88
		Kwa Noheleni (Nieu Bethesda)	89
		Rietbron	90
		Jansenville	91
		Klipplaat	92
	Kouga	Hankey	93
		Jeffreys Bay	94
		Humansdorp	95
		Cape St Francis	96
		Loerie	97
		Thornhill	98

		Oyster Bay	99
		Kruisfontein	100
		Patensie	101
	Koukamma	Misgund	102
		Louterwater	103
		Krakeel	104
		Joubertina and Twee Riviere	105
		Kareedouw	106
		Clarkson	107
		Woodlands	108
		Sanddrif	109
		Mpumulelo village	110
		Storms River West	111
		Coldstream	112
	Makana	Alicedale	113
		Makhanda	114
		Seven Fountain	115
		Fort Brown	116
		Riebeek East	117
	Ndlambe	Alexandria	118
		Bathurst	119
		Cannon Rocks and Boknesstrand	120
		Bushmansrivier Mouth and Kenton on Sea	121
		Kleinemonde and Seafield	122
		Port Alfred and Kasuga	123
	Sunday's River Valley	Kirkwood	124
		Enon	125
		Addo and Langbos	126
		Paterson	127

5 METHODOLOGY

The PSP must provide a concise methodology of how they intend to undertake the identified tasks for the study.

The methodology is expected to be guided primarily by the criteria described below, which assists the level of intensity required for the water reconciliation strategies to be developed for each identified town, or settlement.

- **Water use requirement**

Confirm the current and future water use requirement for each town or settlement in line with realistic growth scenarios and projections

- **Current supply deficit**

This entails identifying those towns/villages which are currently experiencing water shortages due to the water use requirement exceeding the available supply from existing sources. Towns experiencing water supply shortages due to a lack of operations and maintenance need to be listed for further attention for the relevant Water Services Provider.

- **Future supply deficit**

This involves identifying those towns/villages which may experience water shortages in the 30 year planning horizon due to the water requirement exceeding the available water supply from existing sources in near future.

- **Single source of supply or multiple sources**

A town or settlement which receives water from a single water supply source is more vulnerable from a water security perspective (higher risk of interruption in supply when the source is depleted) than those which can be supplied from multiple sources.

- **Current condition of bulk water supply infrastructure**

High system losses can be expected in a water supply system where the respective infrastructure components are in poor condition.

- **WSA Institutional Capacity**

High staff turnover at management level is often the norm, resulting in an inability within the organisation to build up an adequate “institutional memory”.

- **Implementation of water conservation and water demand management (WC/WDM)**

Reduction of water losses has been identified as the most cost-effective intervention to achieve positive water balance in all municipalities.

- **Possibility to develop additional water sources**

In a water-scarce country like South Africa the development of additional (or alternative) water sources through for instance the development of groundwater sources, desalination of seawater and/or re-use of treated effluent has become essential to avoid future water shortages.

6 GENERAL TASKS DESCRIPTION

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

6.1 Background

A high-level Study Steering Committee (SSC) will be established to ensure that the ATRSS are developed regularly, appropriately updated, and to make recommendations on longer-term planning activities required to ensure sufficient water availability. The SSC will be established with representatives nominated by the major stakeholders and role players in the respective Water Supply area, including representatives from *inter alia* Provincial Departments of Agriculture and Environmental Affairs and Development Planning, irrigation farmers, the Water Boards, the CMAs and civil society.

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

6.2 Functions of the PSP

The PSP is required to provide technical support related to the development, review and update of ATRS, review of study reports, high-level technical evaluations, preparing proposals and presentations and general tasks as requested by the DWS and TSG as well as support with arranging meetings, preparing agendas, compiling minutes and status reports. The PSP will also be required to give technical, scientific and management support to the Chief Engineer / project manager: SWRP as and when required.

6.3 Capacity building and training

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

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

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

Capacity building shall take the form of formal training which may include attending courses at approved institutes, formal training by experts from PSP, One on One sittings as well as secondment of trainees to the PSPs facilities. All these training options should be accessed and be included in the framework report.

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

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

Formal training is expected to be conducted before or during each task of the study (water resources, demographic, WCWDM, scenario and options analysis). Training shall be accompanied by a training module/manual and a training report.

7 STUDY GOVERNANCE

Summary reflecting the governance structures for the study is indicated in **Table 2** below. The governance structure of the study will mainly consist of the committees discussed in the following sub items:

7.1 Study administration meetings (SAM)

The SAM comprises of the DWS Study Team and the PSP Study leader team. The committee is responsible for the administration and management of the study. The SAM meetings will be held once every three months, commencing with a Mobilisation Meeting and a meeting at the end of the Inception Phase.

7.2 Technical Support Group (TSG)

The TSG comprises of the DWS Study Team, the relevant PSP Team, DWS Technical Teams and other external stakeholders technical representatives that provide input into the first order detailed assessments and analysis of the strategies. The TSG will hold meetings at least once per year per DM. A meeting of this committee will be held before the Study Steering Committee (SSC) meeting in the form of a Dry Run to that specific SSC meeting. All meetings will be held within the study sub-area in question.

7.3 Study Steering Committees (SSC)

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

study area. It monitors the execution of the Study, recommends adjustments to the direction of the Study.

Table 2: Status of governance structures for the study

Name of Study	Governance Requirements		
	Study administration (SAM)	Technical Support Group (TSG)	Strategy Steering Committee (Strat SC)
All Towns Study	All Towns studies EC every 3 month + a mobilization meeting and an Inception meeting	3 Meetings per DM over the course of the Study (NB. 6 DM in Study Area)	3 Meetings per DM over the Course of the Study (N.B. 6 DM in Study area)
Total number of meetings	14	18	18

The SSC meetings will be conducted physically and will be held in the respective District Municipality.

8 EXPERTISE OR SKILLS REQUIRED

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

- Proven experience in undertaking work of a similar nature;
- Proven experience in stakeholder management in undertaking reconciliation strategies;
- Experience in developing water requirement scenarios for all water sectors;
- Experience of water resources planning including hydrology, the determination of system yields, the conceptualization and costing of infrastructure and other proposed or potential interventions and the determination of URVs, the unit cost of water and the effect on tariffs of incorporating such new infrastructure into the system;
- Good understanding of how to undertake desktop assessments of the Reserve and to assess its effect on system yields;
- Experience in setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM);
- Good knowledge and understanding of the processes that must usually be followed and timelines required in order to implement an intervention to augment the water availability in the system;
- Good understanding of the implications and effectiveness of implementing WC/WDM measures;
- Experience in the determination of the environmental and socio-economic impacts of interventions, in formulating mitigation measures and in obtaining approvals by the environmental authorities;

- Ability to utilize selection processes to identify the most appropriate series of augmentation options to meet various water requirement scenarios;
- Experience with setting up the Decision Support Tool with which to illustrate the phasing in of required augmentation interventions;
- Ability to synthesize recommendations in a complex environment;
- Ability to interact with and successfully manage multidisciplinary teams;
- Ability to communicate and interact with senior government officials, decision makers and the public; and
- Ability to manage public participation processes.
- Support Staff and necessary tools/technology—the PSP should clearly indicate availability of the support staff and tools(GIS, admin, finance etc.)

9 REPORTING REQUIREMENTS

Study reports must be drafted, supported by the documentation as set out in **Table 3** below, as guideline.

10 WORK PLAN AND TIME SCHEDULE

10.1 Programme

The contract period for the assignment is estimated to be 36 months. The PSP is expected to draw up a clear and implementable work plan to execute the tasks and a project schedule, indicating resources and associated time frames.

10.2 Study Management

Management of PSP activities will be performed by DWS's sub-Directorate: Strategic Water Resource Planning: Planning Area South. Study Administration meetings (SAM) referred to **Table 2** will take place as specified.

11 INFORMATION TO BE PROVIDED IN THE PROPOSAL

11.1 Extent of the Proposals

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

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

Deliverables such as reports, presentations, analyses, letters and databases must be provided in Microsoft applications. Text for all documents shall be Arial 11-point font at 1.5 spacing, unless otherwise stated or agreed.

Provision must also be made to supply deliverables, such as reports and letters, in hard copy format. The standard and format of reports must be confirmed with DWS before drafting and submitting the required reports for this Study. Reports are typically submitted as first Draft, Draft Final and Final.

A table listing all the deliverables with the cost of each deliverable and the due date of the deliverable must be supplied, in order for this to be included in the contract between the DWS and the PSP. The PSP will be paid on receipt of each completed deliverable. By nature the execution of planning studies is guided by information gathered as the study progresses. However, **Table 3** provides a guideline of possible deliverables for this Study, in line with the task described under paragraph 6, but it is not limited to this.

Table 3: Generic guideline of deliverables for Development, Review and Update Strategies to Reconcile Water Availability and Water Requirements for All Towns and Settlements in WMA 5: Mzimvubu to Tsitsikamma

Item	Description
1.	Inception Report
2.	Screening and Prioritisation Report for ATRS in WMA 5: Mzimvubu to Tsitsikamma
3.	Stand-alone Strategies for <u>each Town and settlement/village as identified in the Table 1</u> in the Mzimvubu Tsitsikama WMA
3.1	District Summary Report for water Resources situation assessment for the following DMs: Alfred Nzo DM Amathole DM Joe Qgabi DM Chris Hani DM OR Tambo DM Sarah Bartmaan DM
3.2	Provincial Summary Report/ Situation Assessment of Water Resources Perspective in the Eastern Cape Province
3.3	Primary Catchment Drainage Area Water Balances Perspective Report for (Primary Catchment P, Q,R,S,L,M and N as well as tertiary drainage regions T11, T13, T20, T31 to T36, T60, T70, T80, T90, K80, K90)
3.4	Water Resource Information system/Dashboard for the Eastern Cape Province
4.	All model raw, input and output data and output files or all files for running the model i.e. rainfall, stream flow data, stochastics, maps and any other data.
5.	Training Framework Report (guideline) 1. <i>Hydrology updating</i> 2. <i>Setting up water resources yield and planning models (WRYM and WRPM)</i> 3. <i>Geohydrological modelling</i> 4. <i>Determining Irrigation and Domestic Water Requirements</i> 5. <i>Water Balance, Water Availability and Use Reconciliation Model (using the DST)</i> <i>Assessment of Water Losses</i>
6.	Training Report
7.	Reports on site visits
8.	Study Management Meetings – minutes and presentations
9.	Study Technical Support Group meetings - minutes and presentations
10.	Study Steering Committee meetings - minutes and presentations

Item	Description
11.	Quarterly progress reports (showing project management, human resource outlay and progress of tasks, cashflow etc)

PSP must ensure budget allocation in financial proposal for the purchasing of necessary rainfall data related to the water availability assessment task.

PSP must have relevant technical team members available on request to give technical, scientific and management support to the CE: SWRP SPA as and when required, related to matters in support of this study. That support to DWS Project Manager (with associated financial implication in the Study Budget of R500,000) to be included in overall costing of Bid and will be managed through the Project Execution Plan (PEP) approved by the DWS project manager.

11.2 Summary of PSP Capacity and Capability

The Proposal must contain information about the capacity and capability of the study leader and other key personnel in the water resources planning domain. This information should include details of appropriate educational qualifications and previous involvement in water resources planning and similar studies.

The Study Leader must be specifically identified and the main responsibility structure to support him/her must be briefly presented. The capability and experience of the study leader in developing water requirement and availability reconciliation strategies will be especially important.

11.3 Summary of Relevant Experience

The Proposal must contain brief summaries of:

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

12 INTELLECTUAL PROPERTY

All deliverables and products produced for this assignment will be the sole property of the Department of Water and Sanitation. This stipulation will be included in the contract between the appointed PSP and DWS. If anyone or the PSPs wishes to use them or apply them elsewhere, they should do so only after receiving approval by the Department in writing. After Study completion all source documents, reports, model set up configurations, raw data, GIS Maps and all other relevant documents will be handed over to DWS as the owner of the information.

13 ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

Table 4

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2.	Tax compliant with SARS (to be verified through CSD).		
3.	Complete, sign and submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1		
4.	General Conditions of Contract (GCC)		
5.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
6.	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
7.	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
8.	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		
9.	Non Compulsory Hybrid Briefing Session		

14 EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

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

Phase 2: Functional / Technical Evaluation

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

14.1 PHASE 1: Mandatory Compliance

Please note that all bidders must comply with the following mandatory requirements-Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below

Table 5

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

14.2 PHASE 2: Functionality (Technical) Evaluation

The 80/20 point system will be used in evaluating all proposals. The criteria and guideline weighting points applicable are detailed in the following paragraphs.

Values: 0 Very Poor... 1 Poor...2 Average....3 Good...4 Very good.... 5 Excellent

Table 6: Functionality Evaluation

Criteria		Points value	Weighting Points Awarded
Expiience	Past Experience of the company in Integrated Water Resource Planning and management projects		20
	Above 10 years	5	
	Above 6 to 10 years	4	
	Above 4 to 6 years	3	
	Above 2 to 4 years	2	
	0 to 2 years	1	
	No experience	0	
	Past Experience of the company in undertaking a water resource study in the relevant study area (5)		5
	Above 10 years	5	
	Above 6 to 10 years	4	
	Above 4 to 6 years	3	
	Above 2 to 4 years	2	
	0 to 2 years	1	
	No experience	0	

Criteria		Points value	Weighting Points Awarded
	Methodology: • Compliance with ToR; • Detailed method statement for each task within the study area; • Inclusion of Organogram; • Detailed programme showing clear sequence and time allocation and • Innovations in response to the ToR.		35
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	0 item addressed	0	
	Study Leader • The Study Leader should be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP) with relevant experience in similar projects with specialisation in the water resource planning/management field (the proof, as provided in abridged CV documents attached as part of the proposal).		10
	With more than 10 years' experience	5	
	With above 8 to 10 years' experience	4	
	With above 6 to 8 years' experience	3	
	With above 4 to 6 years' experience	2	
	With less than 4 years' years' experience	1	
	No experience	0	

Criteria		Points value	Weighting Points Awarded
Team Capability	The Deputy Study Leader should be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP) with relevant experience in similar projects with specialisation in the water resource planning/management field (the proof, as provided in abridged CV documents attached as part of the proposal).		5
	With more than 10 years' experience	5	
	With above 8 to 10 years' experience	4	
	With above 6 to 8 years' experience	3	
	With above 4 to 6 years' experience	2	
	With less than 4 years' experience	1	
	No experience	0	
	The criteria for scoring the Task Leaders is outlined as per the value system of 1 to 5 below: Team should have a range of specialists and experts in various fields (water resource engineer, hydrologist, geohydrologist, water quality specialist, environmentalist, stakeholder engagement specialist)		15
	At least 50 % all task leaders have minimum 5 years experience in their areas of specialisation.	5	
	At least 50 % of all task leaders have minimum 4 years experience in their areas of specialisation..	4	
	At least 50 % of task leaders have minimum 3 years experience in their areas of specialisation.	3	

Criteria		Points value	Weighting Points Awarded
	At least 50 % of task leaders have minimum 2 years experience in their areas of specialisation.	2	
	At least 50 % of all task leaders have minimum years experience in their areas of specialisation...	1	
	No experience	0	
Capacity building	Capacity building and training:		10
	Provide clear proposals on Capacity building and training of 10 DWS officials in technical aspects to be undertaken as part of this Study.		
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building as per ToR	4	
	Provides some methodology but not all aspects	3	
	Training in a workshop format only including WRPM	2	
	Training in a workshop format only excluding WRPM	1	
	No proposal	0	
Total			100

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

For the above reason a bidder is expected to achieve a minimum threshold/required score for Functionality (Past Experience, Methodology, Team capability and Capacity Building and Training) of 70 (%) points. Only bidders who obtained at least 70% under the Functionality (Technical) Evaluation will be considered for further evaluation.

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

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

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

Table 7

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

Table 8

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

Documents Required for verification of Points allocation:

Procurement Requirement

Women

Disability

Youth

Location

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

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

Special Conditions

- Bidders must submit a 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.
- Bidders are required to ensure that their Central Supplier Database (CSD) profiles are up to date and accurately reflect the status of their current B-BBEE certificate or sworn affidavit. The Department relies on the CSD report as the official source for verifying claims related to B-BBEE status, including ownership by Women, Youth, and Persons with Disabilities. Therefore, bidders must ensure that the B-BBEE information on their CSD profile is marked as "active" and not "expired."
- Pricing must include Disbursement and Travelling Costs.
- It is advisable that the study team be firm and consistent for the duration of the contract. Should there be a need to change or replace principal study team members, such changes should be communicated to DWS for approval prior to

any changes being effected. Any replacement should hold the same qualifications and experience or better of the replaced officials.

- Upon appointment, Bidders must comply with Unemployment Insurance Fund (UIF). The Department will periodically check the compliance and failure of which may result in termination of the contract.
- Bidders must also provide a valid Letter of good standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 within 21 days of receiving an award letter.
- The department reserves the right to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.

15 ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

15.1 Format of Proposal Documentation and Contact Persons

Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close.

Enquiries about any aspect of this Proposal invitation can be obtained from the following persons:

- 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.

For technical matters:

Ms J Pashkin

Tel: 012 336 8695

E-mail: pashkinj@dws.gov.za

Mr T Makombe

Tel: 012 336 8503

Cell: 083 662 1414

E-mail: makombet@dws.gov.za

Address: Private Bag X313

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