



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

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11547

DESCRIPTION

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE STUDY:
UPDATING OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND WATER
REQUIREMENTS FOR THE INTERGRATED VAAL RIVER SYSTEM IN THE PLANNING
AREA CENTRAL FOR A PERIOD OF 36 MONTHS**

**ISSUE DATE:
30 JANUARY 2026**

CLOSING DATE:

**3 MARCH 2026
TIME: 11:00**

Briefing Session not Compulsory

Date: 16 February 2026

Time: 10:00

Teams: <https://teams.microsoft.com/meet/33630140552059?p=2ojvRdwEB648wKcYP0>

Meeting ID: 336 301 405 520 59

Passcode: G8kD3ja7

SUBMIT TENDER DOCUMENT

TO

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

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

TENDERER: (Company address and stamp)

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



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

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder). The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD .3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have 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 in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Certificate of authority for signatory	G	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorised individual	H	The ID copy to be attached should be that of a person authorised to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	I	Bidders are required to attach copies of the CIPC Certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11547	CLOSING DATE:	3 MARCH 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE STUDY: UPDATING OF STRATEGIES TO RECONCILE WATER AVAILABILITY AND WATER REQUIREMENTS FOR THE INTERGRATED VAAL RIVER SYSTEM IN THE PLANNING AREA CENTRAL FOR A PERIOD OF 36 MONTHS				
BID RESPONSE TO					
ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH E-TENDER'S E-SUBMISSION PORTAL PLEASE NOTE THAT NO BID DOCUMENTS WILL BE ACCEPTED VIA EMAIL OR DEPARTMENTAL TENDER BOX.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Mr Luckson Machingambi	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 8358	
CELLPHONE			CELLPHONE		
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	machingambil@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐

NO

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

☐ YES ☐

NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: **WP11547**

CLOSING TIME 11:00 CLOSING DATE: **3 MARCH 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

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

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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R.....

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R.....

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R.....

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R.....

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R.....

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

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R.....

..... days

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R.....

..... days

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R.....

..... days

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R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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.....

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R.....

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.....

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R.....

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R.....

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R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

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*[DELETE IF NOT APPLICABLE]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of 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:

.....

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

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

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

the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

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

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

Js General Conditions of Contract (revised July 2010)



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)



Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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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:

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

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

1.

2.

3.

4.

5.

6.

7.

8.



Held at _____

(place)
ce) ON _____
(date)
e)

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

- B. *Mr/Mrs/Ms: _____ in _____ *his/her
Capacity as: _____ (Position in the
Enterprise) and who will sign as follows: _____

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

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

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

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



Venture as mentioned under item D above.

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

Physical address: _____

(code)Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			



6			
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The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

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



LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

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

Signature: Sole owner.....

Date

Witnesses:

1. _____

Date : _____

2. _____

ENTERPRISE STAMP

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			
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Resolution of Board of Directors

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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, 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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: STRATEGIC WATER RESOURCE PLANNING

TERMS OF REFERENCE

Updating strategies to reconcile water availability and requirements for the Integrated Vaal River System in Planning Area Central for a period of 36 months

DECEMBER 2025

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1 BACKGROUND

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

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

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

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

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

The activities undertaken by the DWS through the D: SWRP lead directly into the tasks envisaged under this proposed study for which the Terms of Reference (ToR) was developed. The scope of this ToR is planning activities for D: SWRP's Planning Area Central focusing on the Integrated Vaal River System.

The study is informed by several previous studies that have been undertaken in the area. It aims to systematically improve certain high priority strategies in the reconciliation of water requirements by reviewing source information like demographics, service levels, water requirements, water services infrastructure, water resource availability, water quality and updating of the water balance. The relevant existing strategies can be accessed by clicking the following link: <https://www.dws.gov.za/docPortal/DownloadFile.aspx?urlname=IVRS%20Updated%20Recon%20Strategy%202021%20Final.pdf>.

The above mentioned strategies have as planning objectives, to (i) reconcile future water requirements with supply for at least a 30-year planning horizon, (ii) to provide a framework for decision-making in securing supply and managing demand, (iii) assuring as far as possible, availability of enough water to meet the needs of all the consumers within the respective catchments, (iv) at the

same time making provision for the ecological Reserve, transfers between Water Management Areas (WMAs) and the country's International Obligations on water resources.

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

2 OVERVIEW OF PLANNING AREA CENTRAL (VAAL-ORANGE WMA)

The study area of interest is the Integrated Vaal River System (IVRS), a water supply system that collects water from various catchments and delivers it to areas in the Mpumalanga, Gauteng, North West, Free State and Northern Cape provinces, and falls within the Planning Area Central (largely covering the Vaal-Orange Water Management Area (WMA)), as shown in **Figure 1**.

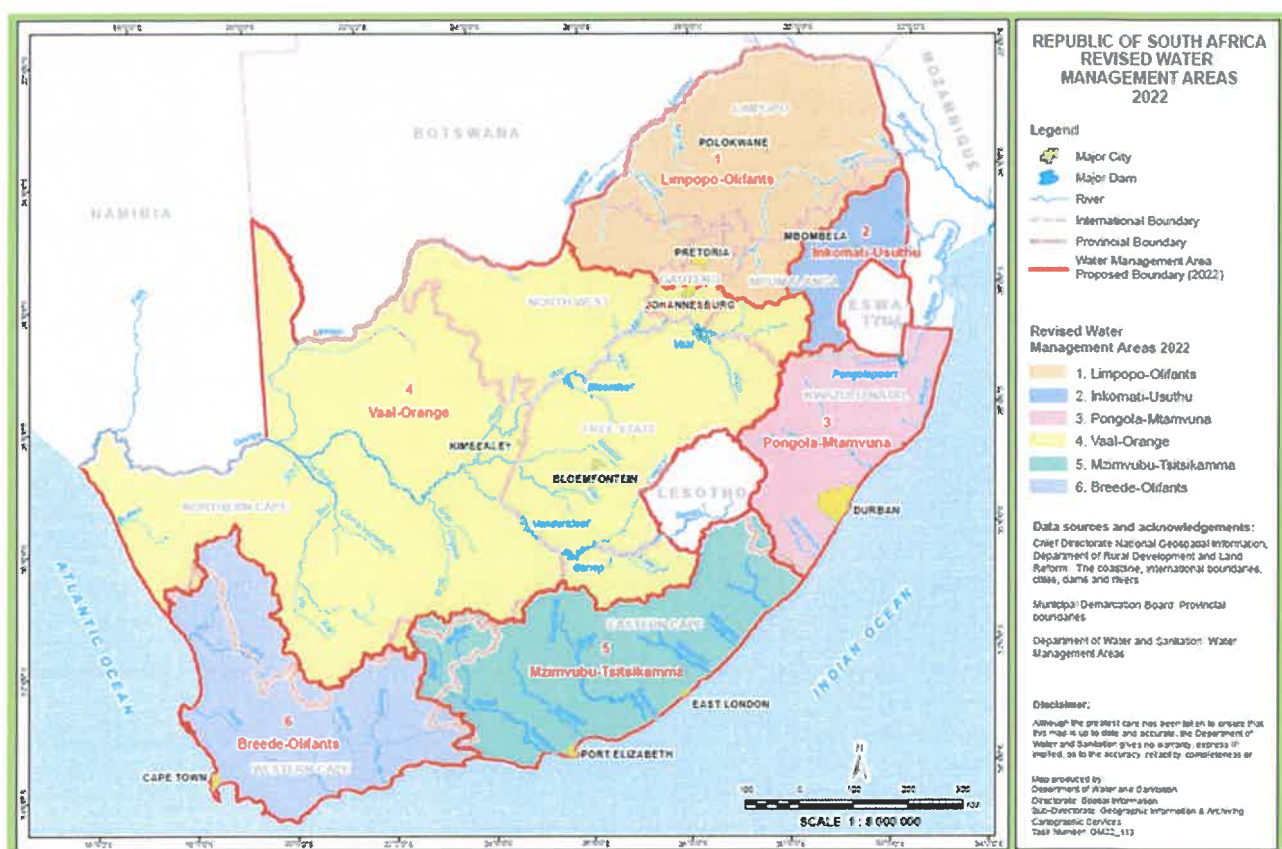


Figure 1: Vaal-Orange and other Water Management Areas

Central Planning Area consists of 3 major water supply systems (WSS) namely the Orange River System, the Integrated Vaal River System (IVRS) and the Greater Mangaung Water Supply System (formerly called the Greater Bloemfontein WSS). In addition, there are several clusters of towns and villages for which water reconciliation strategies are individually developed.

The main rivers in the area, which form the localised catchment areas for the Integrated Vaal River System include Wilge, Lienbergsvlei, Mooi, Renoster, Vals, Sand, Vet, Harts, Vaal and Riet. The other rivers contributing to the IVRS (via inter-basin water transfers) are the Usuthu, the Tugela and Orange-Senqu in Lesotho.

The Crocodile (West) River receives return flows from parts of Gauteng that are located North of the continental divide.

Orange River System has the Orange River and its tributaries; major ones being the Caledon, Kraai, Ongers, Hartbees, Molopo rivers.

3 OBJECTIVES AND EXPECTED RESULTS OF THE STUDY

3.1 Objectives

- To update the hydrology of the Vaal Catchment and to reconfigure the water resource models in line with the updated hydrology.
- To develop harmonized, holistic and integrated water quality management strategy and thematic plans for implementation in the study area that would improve water quality, where necessary, and secure continued fit-for-use of water resources, in support of ecologically sustainable economic growth and social development
- To review, update and develop the water resource reconciliation strategies for the IVRS.

3.2 Duration of the Study

The study is to be initiated during the 2025/ 2026 financial year and must be concluded within 36 months from the date of signing of the contract.

3.3 Expected results.

It is expected that the following results will be achieved at the end of the study:

- Updated hydrology for the Vaal catchment and reconfigured water resource models;
- An updated water quality strategy, supported by thematic plans, for the IVRS, containing concentration and waste load budget information (taking into consideration the outputs from the updated reconciliation strategy report) and recommended actions plans;
- An updated water resource reconciliation strategy for the IVRS, containing updated water balance information (taking into consideration the outputs from the updated water quality strategy report) and recommended actions plans.

4 OVERVIEW OF THE SCOPE OF WORK

The scope of services for this Study describes the various work packages required to meet the objectives outlined in Section 3 of this Terms of Reference. The study is divided into three components namely, updating the hydrology of the Vaal Catchment, (ii) updating the water quality strategy for the IVRS and (iii) updating the water resource reconciliation strategy for the IVRS.

4.1 Study Area

The Study Area is located within the Orange River Basin and consists of the Integrated Vaal River System (IVRS) and its linkages to other river systems.

4.1.1 Integrated Vaal River System

The IVRS study area, shown in **Figure 2** comprises 14 major dams and conveyances that transfer water from various areas of the country to Gauteng Province. By 2030, the number of dams is expected to increase to 15 with the addition of Polihali dam.

The Vaal River originates in the Ermelo area, Mpumalanga and discharges into the Orange about 15 km downstream of Douglas town. The Vaal River catchment is located within the Vaal-Orange WMA and comprises the water resources of the Vaal River System, draining to the Lower Orange River. The Vaal River Catchment is linked to other catchments through transfer infrastructure, hence the Integrated Vaal River System. Inbound transfers are from the Komati, Usutu, Thukela and Senqu River (located in Lesotho) catchments while outbound transfers are to the Olifants and the Crocodile West Catchments. The IVRS supplies water to Gauteng province, which constitutes 16% of the country's population and contributes about 33% of the country's GDP. (Stats SA, 2023). The PSP is expected to analyse all these systems as part of updating of the reconciliation strategy.

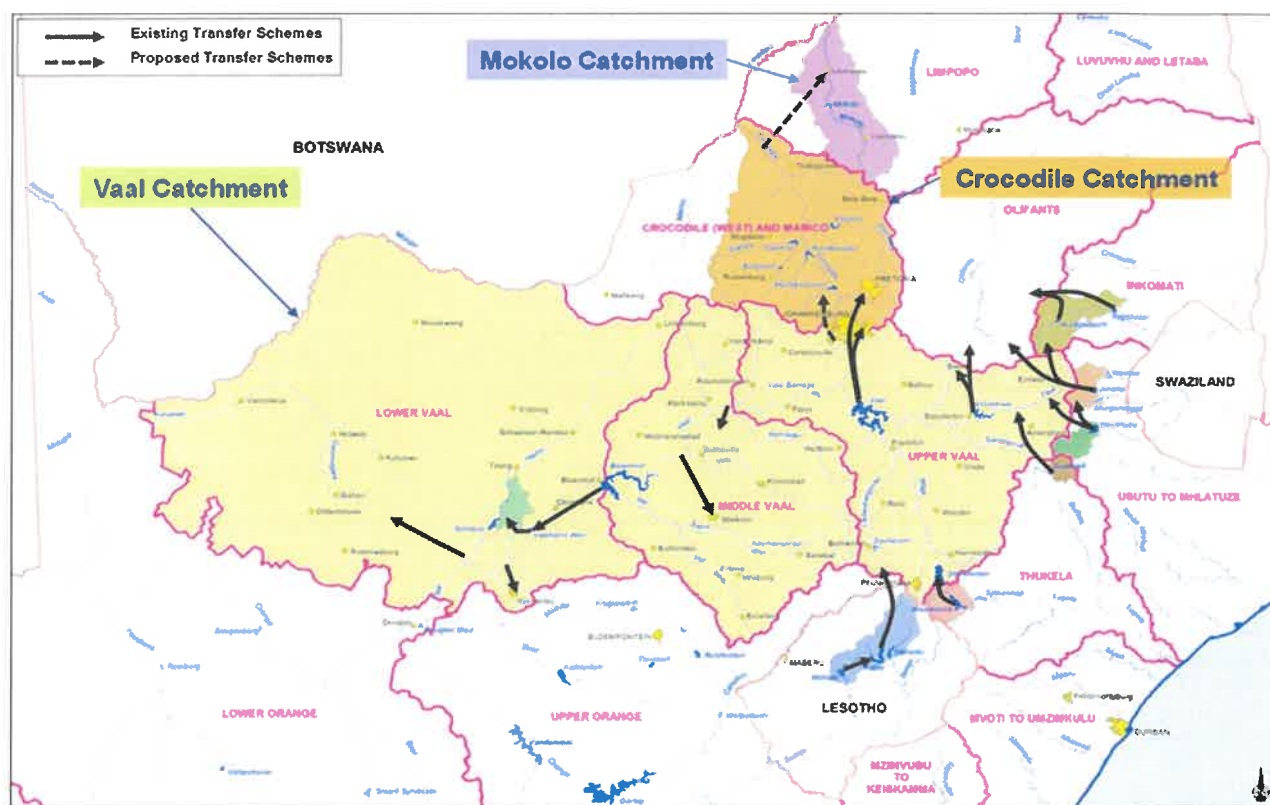


Figure 2: Integrated Vaal River System

The system water users include Gauteng, areas in Mpumalanga, mines and industries (including Sasol's coal to liquid plant, and the bulk of Eskom's coal fired power stations), North West and Free State provinces (supplied by Midvaal Water and Vaal Central Water Board (VCWB) respectively), Northern Cape (Kimberley and the mines and towns from the Vaal Gamagara Transfer Scheme), and irrigation schemes of which Vaal Harts is the biggest in the country.

Investigations have been done to support the important developments near Lephalale (Eskom and Sasol) in Limpopo in future if necessary.

Whereas irrigation is the biggest single water user in the country, the urban sector is the biggest water user in Gauteng and therefore the major driver of the growth in future water requirements.

The area served by the IVRS is therefore a very dynamic one, with huge growth in water requirements and for which there is need to sustain water for social and economic activities. It must also be noted that water users contribute to return-flows, diffuse-source impacts and complex water quality issues faced by this area. It is imperative to ensure that there will be enough water of a quality that is fit-for-use for this important area in future.

The water resource reconciliation strategy for the IVRS was developed in 2009, with the main objective to reconcile the current and future water requirements with the available water by implementing appropriate interventions to increase the available water, conserve water through conservation and demand management measures as well as improve the water quality in the river systems. Two updates of the original strategy have since been undertaken, with the phase 1 update in 2015 and phase 2 update in 2021. The continuous monitoring and updating of the strategy have been undertaken to ensure that it remains relevant under prevailing and predicted conditions.

Linked to this water resource reconciliation strategy, the Water Quality Strategy was also developed in 2009 and has not been updated since. One of the strategic action plans recommended by the phase 2 reconciliation strategy was the recalibration of the Water Quality Model of the Water Resource Planning Model (WRPM). The department is currently developing water quality management action plans, based on a desktop assessment and SWAT+ modelling, for implementation in the IVRS.

The proposed water resource reconciliation study is part of an on-going process aimed at ensuring the effective management of the IVRS by integrating yield modelling, water supply interventions and water quality management, thereby ensuring the continued availability of sufficient water of suitable quality. A review and update of the IVRS Strategies is important to keep track of adopted interventions.

4.1.2 Integrated Vaal River System linked systems

Although the Senqu River catchment in Lesotho has seen water resource developments that impact directly on the water availability in IVRS. Since 1994, a significant driver of change in the water balance of the Orange River System was brought about by the storing of water in Katse Dam as the first component of the multi-phase Lesotho Highlands Water Project (LHWP).

Currently Phase 1 of the LHWP (consisting of Katse, and Mohale dams, Matsoku Weir and associated conveyance tunnels) transfer 780 million m³/annum via the Liebenbergsvlei River into the Vaal Dam to augment the continuously growing water needs of the Gauteng Province. Phase 2 of the LHWP comprising of Polihali Dam and connecting tunnel to Katse Dam is under construction and is expected to be in place by 2029. Initially the IVRS can benefit from the incremental yield from the of the LHWP Phase 2. However, a full LHWP Phase 2 water transfer to the IVRS would require a yield replacement intervention will be required to replace the yield loss that would otherwise be suffered in the Orange River System.

Procurement for a Bridging feasibility study is currently under way for the yield replacement solution—likely to be either a big Noordoewer/Vioolsdrift Dam (NVD) or a small NVD in combination with an upstream storage dam. The Bridging Feasibility Study is jointly undertaken by South Africa and Namibia. This must be analysed in the study, together with the prefeasibility study undertaken for yield replacement in the Upper Orange and Kraai Rivers, and a solution developed or updated from the current suite of potential interventions.

A bridging feasibility Study is also imminent for phase 2 of the Thukela Water Project, being the preferred next scheme to supply water to the IVRS after LHWP phase 2. Further augmentation scheme(s) may be required within the planning horizon in order to meet the growing water requirements of the IVRS. Various potential options will have to be assessed; including potential transfers recommended from earlier studies (including potential of transferring water from the Mzimvubu catchment or any potential for further augmentation in the Upper Vaal Catchment).

A better understanding of water quality linkages is essential, including considering water reuse options.

The above description illustrates the complex assortment of interdependent water resources and water uses which spans across various international and institutional boundaries that will be considered in the development of the Reconciliation Strategy of the IVRS.

All the interventions and all developments with potential impact on the water balance of the IVRS shall be considered as part of this study.

Figure 3 shows the schematic of the Vaal River System, and its linkages to other systems.

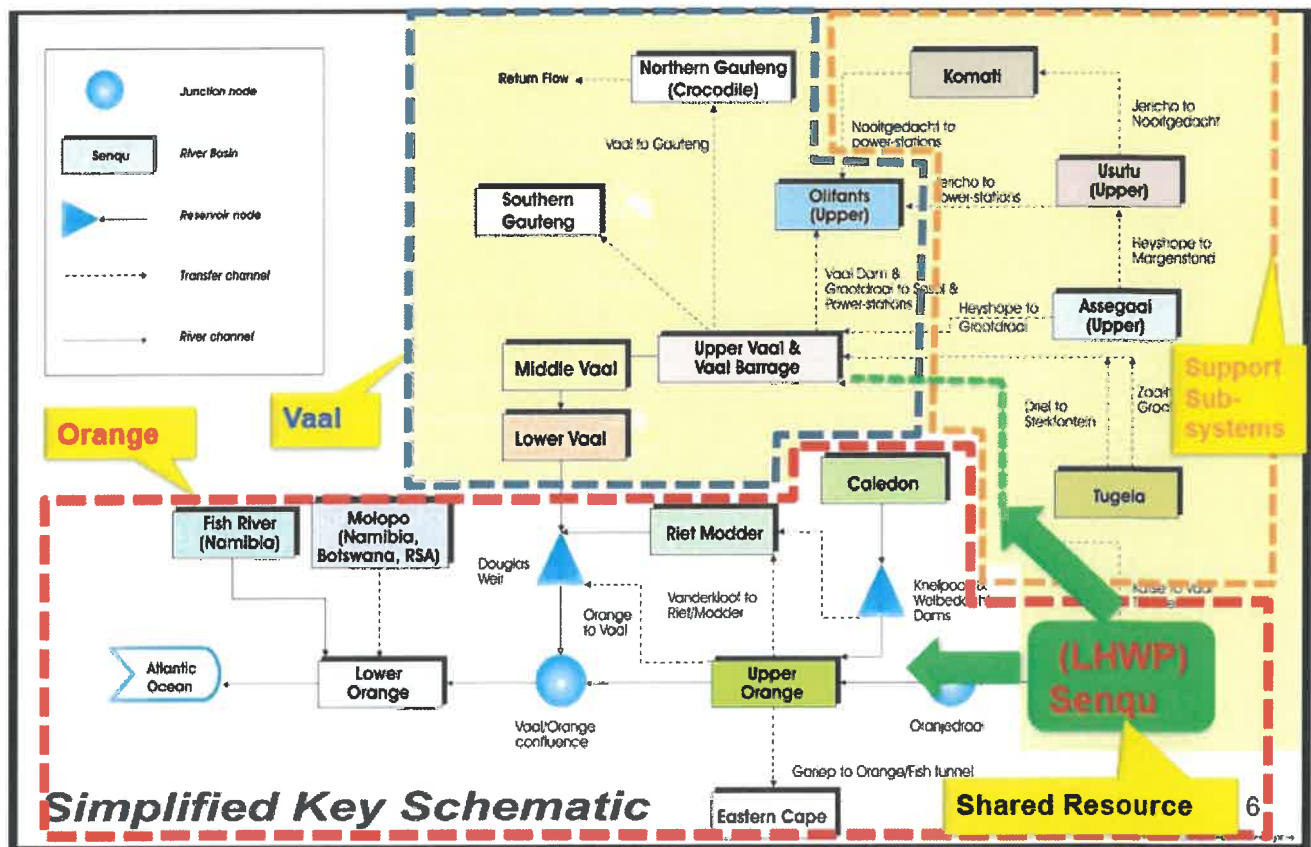


Figure 3: Schematic of the IVRS and linked systems

NB: As part of the study, updated maps of the WSS area footprint, major storage infrastructure, transfers and schematics of the IVRS and its linked systems shall be produced.

4.2 Overview of the phases of the study

The study is divided into three phases, namely, the inception phase, implementation phase and the closeout phase.

4.2.1 Inception Phase

During the Inception phase, the PSP shall review all relevant previous reports to establish the baseline, and formally define the project's details, including its scope, objectives, refine the methodology and deliverables list, timeline, and budget, after initial planning and stakeholder consultations, and produce an Inception Report that will be approved by the Study/Strategy Steering Committee. The findings of the high-level literature review are to inform study inception and should prevent undue duplication of effort.

4.2.2 Execution Phase.

This phase consists of 3 components namely; the updating of the hydrology for the Vaal Catchment, the updating of the water quality strategy for the IVRS and the updating of the reconciliation strategy for the IVRS.

During the implementation phase of the study the PSP shall carry out study tasks as specified in the inception report and produce deliverables according to the schedule specified in the inception report.

The updated hydrology is the key input to both the updating of the water quality management strategy and the reconciliation strategy.

The detailed description of the study tasks and deliverables associated with the updating of the Water Quality Management Strategy for the IVRS are contained under component 2, while those associated with the updating of the reconciliation strategy of the IVRS are described under component 3. It is important for the PSP to note the interdependent nature of the various study components hence for the PSP to proceed with the study in such a way that outputs from one component can be used in the other and vice versa, as may be required.

The Bidder shall ensure and demonstrate in their bid that sufficient resources are apportioned to each of the three study components to successfully implement the study within the specified timeframe.

4.2.3 The closeout phase

During this phase, the PSP will prepare a close out report for the study in line with the DWS project management requirements. This includes the detailed list of deliverables and associated costs, the pattern of utilisation of human resources including a detailed breakdown of hours, cost, indication of HDI status, and objective assessment of capacity building.

5 DETAILED DESCRIPTION OF THE SCOPE OF WORK

5.1 STUDY INCEPTION

5.1.1 Work Package 1: Review of existing water resource data and information

Purpose

To identify and conduct a high-level review of available documented information and readily available water resource data and information, relevant to the main goal of the study to establish the baseline after initial planning and stakeholder consultations and to present a final and mutually agreed Inception Report detailing the refined scope of work, deliverables, schematic of the flow of the study and associated deliverables, costs breakdown per deliverable, timeline, and budget, study programme and study resource requirements to effect efficient and structured study execution.

The Inception Report will be approved by the Strategy Steering Committee. The PSP shall convene the stakeholders identified during this phase of the study.

Follow-up and more detailed literature reviews are to be conducted during the basin and integrated system assessment. The findings of the high-level review are to inform study inception and should prevent undue duplication of effort.

The Study Inception Report should form a report on its own and the final Study Inception Report shall be ready for sign-off within the first two months from commencement of the study as measured by the date of the Purchase Order. It will be required to make an initial assessment, during study inception, of the hydrological and water quality data available, as well as the water quality aspects of concern that should be addressed in the study. It is possible that different study deliverables may be identified during study inception. These must be accommodated within the approved budget.

Approach

This component should consult and assess relevant local, transboundary and international sources of information. Information sources, which specifically must be included (NB: The list is non-exhaustive) are:

- The Vaal River Integrated Water Quality Management (IWQM) Strategy (2009);
- The Vaal River Large Bulk Water Supply Reconciliation Strategy (2009) and subsequent findings, as produced by the successive maintenance contracts, including the Assessment of the Vaal Barrage Dilution Model in Comparison with Recent Observations (2018).
- Department of Water and Sanitation, South Africa, April 2021. Continuation of the Integrated Vaal River System Reconciliation Strategy Study – Phase 2: VAAL RIVER SYSTEM: LARGE BULK WATER SUPPLY RECONCILIATION STRATEGY: UPDATED RECONCILIATION STRATEGY (April 2021).
- Department of Water and Sanitation, 2015. The Orange River Large Bulk Water Supply Reconciliation Strategy;
- WQT (TDS/ DMS) modelling and attending to the WRPM salinity setup requirements for the Orange River (2013);
- Orange River: Assessment of water quality data requirements for planning purposes (2009);
- Department of Water and Sanitation, 2015. Crocodile (West) River Reconciliation Strategy
- Feasibility Study for a Long-Term Solution to address the Acid Mine Drainage associated with the East, Central and West Rand underground mining basins;
- Relevant Water Research Commission (WRC) reports, including the impact assessment of atmospheric deposition (WRC: K5/2550), research concepts to determine externalities associated with water pollution (WRC: K5/2918), feasibility study on the use of irrigation

as part of a long-term mine water management strategy in the Vaal River Basin (WRC: 2233/1/14), and various reports on eutrophication, including the use of earth observation for monitoring purposes (WRC: TT770/18);

- The National Water Resources Strategy (NWRS);
- The National Water and Sanitation Master Plan (NW&S MP);
- Reserve studies for the Vaal WMA;
- Classification of significant water resources in the Vaal WMA;
- Potential useful outputs associated with modelling instruments that were set up for the IVRS or portions of it, such as SALMOD (WRC: TT688/16), WQSAM (WRC: K5/ 2910); and SWAT+ (DWS, 2023: The Development and Implementation of Water Quality Management Action Plans for the IVRS: Hydrology and Water Quality Modelling Report. Study Report 3. Report No: IVRSWQMAP 30/09/23/003.
- The ORASECOM water quality Joint Basin Surveys (JBS 1, 2 and 3), Study on trans-boundary water quality trigger values for the Orange River Basin and other relevant ORASECOM reports;
- Information to be generated through the joint Water Research Commission, Sasol, Eskom and Rand Water catchment water quality study for the Grootdraai Dam Catchment; and
- Readily available water resource data and information.
- Department of Water and Sanitation, 2021. Development, Updating and Review of Strategies to Reconcile Water Availability and Requirement in the East Planning Area Comprising Water Supply Systems for Mbombela, Richards Bay, Mgeni and All Other Towns and Clusters of Villages- Thukela Reconciliation Strategy Report.

Expected deliverables.

- An *Information Review Report* containing an inventory of references, and brief descriptions of content and relevance of such individual sources of information.
- An electronic library properly indexed and structured on CD, DVD or memory stick of all electronic documents that were sourced, and that may be utilised for potential transfer to the Chief-Directorate's SharePoint database of information sources for potential future reference and departmental use; and
- *Approved study inception report within the first three months of the study, forming part of the contract and detailing an agreed methodology to be utilised, study team, study deliverables, programme and cost necessary to give effect to the main goal of the study contract, as per the Terms of Reference*

5.2 STUDY EXECUTION

5.2.1 Component 1 — Updating the Hydrology of the Integrated Vaal River catchment

5.2.1.1 Work Package 2: Water Availability Assessment—Hydrology Update

Objective

The hydrology of the Vaal River catchment was last updated in 2004. The objective of this task is to update and recalibrate the existing WRSM/Pitman model configuration for the Vaal catchment to the 2024 hydrological year and to reconfigure the WRYM and WRPM in line with the updated hydrology.

Expected deliverables.

- *Hydrology report with the various subcomponents, including rainfall, evaporation and streamflow report, preparation and patching of data, Land Use and water requirements reports, taking into account the impacts of climate change.*
- *Water Resource Yield Model report*
- *Water Resource Planning Model report*

5.2.2 Component 2—Updating the Water Quality Strategy of the Integrated Vaal River System

5.2.2.1 Work Package 3: Basin and Integrated System Assessment

Objectives

To systematically assemble and process all appropriate data and information, in order to yield a knowledge system for water quality planning in the study area. Outputs from the Basin and Integrated System Assessment work package must support Component 2, specifically, and overall study execution. This work package includes:

- **Stakeholder and role-player identification and consultation:** An identification of catchment stakeholders and role-players, as well as relevant institutional arrangements, mandates and linkages, must be undertaken to assist with consultative processes, information gathering, management participation, and strategy implementation and maintenance;
- **Examination of existing and available data and information:** Relevant sources of existing data and information must be identified, acquired and considered in order to support the study's data and information requirements, enhance the knowledge base, aid study execution, prevent undue duplication of effort and utilise scarce government resources effectively;
- **Identification, assessment and addressing of data and information shortcomings:** Additional surveys and investigations should be considered to address existing data and information gaps. Furthermore, modelling and data gap infilling to produce extrapolated data and information, although not at the same confidence level as actual data, can be explored as part of Work Package 4.
To support accurate study findings, a once-off “*snapshot*” sampling exercise should be undertaken, under winter and summer conditions, to augment available data. This sampling exercise should include (1) flow monitoring; (2) monitoring of a wide array of physical, chemical and biological parameters; including (3) a diatom survey to assess the health of surface water resources; and (4) monitoring of selected emerging pollutants, such as Persistent Organic Pollutants (POPs), Endocrine Disrupting Compounds (EDCs), per- and polyfluoroalkyl substances (PFAS) – also known as forever pollutants, antibiotics and antimicrobial agents, thermal pollution, nanoparticles and plastics to allow for a comprehensive survey of both surface water resources and significance aquifers of regional importance. A provisional budget of R 900 000 (exclusive of VAT) is to be included by the PSP in the proposal for the once off “*snapshot*” sampling exercise;
- **Evaluation of the historic and current resource quality:** An evaluation of the historic and *status quo* resource qualities, *i.e.* water quality, quantity and the integrity of aquatic ecosystems, is necessary to support integrated modelling and informed water quality management decision-making. Suitable historic and *status quo* resource quality data and information must be obtained from credible sources and analysed to describe—
 - aquatic ecosystem health, water quality and flow in the catchment at an overview level;
 - any residual effects on water resources and associated aquatic ecosystems, which have resulted from historic water quality problems;
 - any prominent spatial trends that can be observed; and
 - any temporal trends of concern.

Prior to concluding the Goal Setting Work Package, reference conditions and the South African Water Quality Guidelines (SAWQGs) must be utilised as benchmarks when evaluating historic and current water quality data and information;

- **Water quality maintenance role of relevant ecological infrastructure, and high yield and strategic water source areas:** Wetlands and high-yield water source areas can significantly influence surface-water quality. While effects are often localised, their cumulative impact may be substantial at the river system scale. The loss of wetlands and related ecological infrastructure will likely negatively impact water quality and quantity and requires proactive management. By utilising existing data, consultation and modelling, the wetlands, wetland clusters, and high yield water source areas critical to maintaining water quality should be identified and described, and their roles quantified where feasible. Future studies can be identified to address information gaps;
- **Examination of historic and current point and diffuse-source impacts:** Collect and assess land- and water-use data, prioritising major impact sources. Record names and locations, historical and current return-flow volumes and water quality, and point-source and diffuse-pollutant loads. These data must be used to inform a water-resource systems approach to water-quality planning and management; and
- **Assessment of historic and current catchment and socio-economic attributes:** Relevant natural and anthropogenic characteristics, their interconnections and associated socio-economic factors, insofar as they currently and potentially influence water quality planning and management in the study area, should be evaluated.

Expected Deliverables

- A **Sampling Report** specifying a sampling plan for the additional “snapshot” monitoring to address data gaps and improve information availability;
- **Spread Sheet Database(s)** of all raw data collected and utilised during the study. The data records in the spread sheet database(s) must contain descriptive annotations and explanatory headings;
- **Geographic Information System (GIS) shape files** of all GIS imagery;
- Annotated electronic **photo and video material** gathered during field work;
- Supply of water quality **data for capturing on WMS**;
- An **Inventory of Existing Monitoring Programmes Report**, containing descriptive schedules and maps of key existing water quality monitoring points and programmes within the study area;
- An **Inventory of Existing Water Resource Objectives Report**;
- An **Inventory and Review Report on water management and other strategies, plans or alike** that may influence the water quality in the study area;
- An **Inventory and Review Report detailing transboundary or international requirements or obligations** that relate to water quality management in the study area; and
- A **Basin and Integrated System Assessment Report**, providing the essential technical data and information foundation for Component 2 and overall study execution.

5.2.2.2 Work Package 4: Forward Planning

Objectives

To enable water quality prediction via integrated water quality and stochastic water resource modelling; establish waste load balances/budgets; forecast pressures and changes affecting the fitness-for-use of water resources; and develop a comprehensive list of development scenarios and management options for intervention planning. This work package includes:

- **Configuration, calibration and use of predictive tools:** The most appropriate water quality model(s) must be updated and calibrated as needed (noting potential linkages with Work Package 13) to support integrated water quality and stochastic yield modelling. Key

water quality constituents for modelling should include salinity and nutrient parameters, with additional parameters incorporated based on the identification of other water quality constituents of concern.

Note: The WQT Model has been set up for the Vaal River with the previous calibration period ending in 1995 (30 years ago) and for the Orange River in 2013. The SWAT+ Model was set up for parts of the IVRS in a recent water quality study in 2024. The WRPM will require modifications to enable coupling of SWAT+ for integrated water quality and stochastic yield modelling and planning;

- **Waste load accounting:** Waste load balances/ budgets should be developed for the entire study area and its sub-areas, detailing the relative contributions from these sub-areas, sectors, and large land and water uses. This should support a systems approach to water quality planning and management. Such an approach should guide intervention strategies, inform source control and remediation efforts, enable concentration and waste load allocations, and assist in the development of Wastewater Discharge Standards (WDSs) to meet receiving Resource Quality Objectives (RQOs);
- **Water quality forecasting:** Pressures and changes impacting the fitness-for-use of water resources should be forecasted in support of trend analyses and predictive assessments;
- **Scenario and management options definition:** A list of all water quality management and development scenarios and options must be developed and screened for scenario evaluation and management options analysis in Work Package 6. The development scenarios and management options may include, but are not limited to, considering:
 - **The effect of atmospheric deposition:** The current and anticipated impact of coal burning activities on the IVRS need to be investigated through integrated water quality and stochastic yield modelling and modelling of atmospheric fallout (noting linkages with WRC project K5/2250);
 - **Mining in the Upper Vaal area:** The effects of current and expected coal mining activities, including considering transfer linkages, mine water balances, mine geology associated acid-generating potential and downstream effects must be investigated through integrated water quality and stochastic yield modelling;
 - **Eutrophication management:** Strategies, such as modifying nutrient standards and implementing flow manipulation (without compromising yield), should be evaluated to reduce biomass proliferation in weir pools and impoundments, particularly under conditions conducive to primary production. This should be supported by a four-day site and resource assessment visit, as well as a pilot investigation of controlled releases from Vaal Dam, with intensive concurrent monitoring over approximately 6-8 weeks at around 15 sites along a ~350 km stretch. It is suggested the pilot starts once an algal bloom develops in the Middle Vaal River (e.g., chlorophyll a >50 µg/l or cell counts >10,000/ml). The recurrent issue of watergrass clogging water intake screens at Grootfontein Pump Station (which supplies Sasol Secunda and Eskom) must also be addressed;
 - **Gauteng gold mining impacts:** The effects of current and future releases of pumped, semi-treated underground mine drainage on receiving tributaries, the Vaal Barrage and IVRS must be assessed through integrated water quality and stochastic yield modelling;
 - **Mine closure scenarios:** The impacts of current and expected mining activities within the other underground mining basins associated with the IVRS and options for mine closure must be evaluated through integrated water quality and stochastic yield modelling;
 - **Blending vs. dilution:** The impact of blending vs. dilution of water supplies from Vaal Barrage with Vaal Dam water to be supplied to Rand Water water users must be evaluated through integrated water quality and stochastic yield modelling;
 - **Wastewater reuse and recycling:** The effects of potential wastewater reuse and recycling options on water quality and the IVRS water balance must be evaluated through integrated water quality and stochastic yield modelling;

- **Alternative water sources:** The potential use of alternative water sources to address fitness-for-use concerns, such as employing Vaal River Eastern Subsystem Augmentation Project (VRESAP) water versus Grootdraai Dam water, should be investigated;
- **Offsets:** Offset scenarios that support ecologically sustainable development while ensuring compliance with relevant water quality goals, such as RQOs and waste load objectives, must be considered; and
- **Pollution externalisation to the Lower Orange River:** Surplus water dynamics at Bloemhof Dam under various operating regimes should be modelled to evaluate pollutant impacts on the Lower Orange River.

Expected Deliverables

- **Modelling tools** that are fully updated, properly calibrated and capable of delivering high-confidence integrated water quality and stochastic water resource planning results;
- **An Inventory of Water Resource Management Units (WRMUs) Report** that describes geographical units, *inter alia*, used in the development of waste load balances/budgets and goal setting;
- A separate **Waste Load Accounting Report**, supporting the Basin and Integrated System Assessment Report;
- **An Inventory of Development Scenarios and Management Options Report**, to inform Work Package 6

5.2.2.3 Work Package 5: Goal setting

Objectives

To establish Water Quality Planning Limits, Waste Load Objectives and, where needed, remediation objectives, aligned with gazetted water resource classes and RQOs. It also involves identifying water quality constituents of concern. This work package includes:

- **Water Quality Planning Limits (WQPLs):** Confirm or determine WQPLs, considering transboundary commitments, objectives used by regional offices and existing RDMs. The appropriateness and achievability of gazetted RQOs need to be validated through modelling and other means, as necessary;
- **Waste Load Objectives (WLOs):** Determine WLOs for the study area and its WRMUs (or sub-catchments);
- **Remediation objectives:** Remediation objectives to address legacy point and diffuse-sources, as well as residual impacts on water resources and ecosystems, should be identified and determined as necessary;
- **Water quality constituents of concern:** The current status of water quality should be benchmarked against relevant reference conditions (measure of change), the South African Water Quality Guidelines (SAWQGs) (measure of fitness-for-use for specific user groups), and relevant water quality goals (measure of sustainability). This comparison should be utilised to motivate and confirm the key constituents of concern in the study area *and its WRMUs (or sub-catchments)*.

Expected Deliverables

- A **Water Quality Goals Report**, containing summary descriptions of, and records-of-decision on recommended water quality goals and their alignment with gazetted resource classes and RQOs within the study area and its WRMUs (or sub-catchments);
- A **Water Quality Constituents of Concern Report** that benchmarks water resource quality against relevant reference conditions, the SAWQGs and relevant water quality goals; and

- **IVRS Pollutant Register Report** categorising pollutants or substances requiring specific management, viz.:
 - **Priority substances:** Threatening pollutants needing tailored WDSs and monitoring specific to WRMUs (or sub-catchments);
 - **Watch list:** Emerging substances requiring monitoring for risk assessment; subject to periodic review to guide research, WDSs development and technology priorities; and
- **Hazardous substances:** Priority pollutants demanding complete elimination due to persistence, bioaccumulation, toxicity or other concerns.

5.2.2.4 Work Package 6: Intervention Planning

Objectives

To evaluate development scenarios, analyse management options, reconcile and allocate water quality and define interventions to maintain fitness-for-use. This process will culminate in the establishment and implementation of theme-specific plans and spatial strategies for water quality management. This work package includes:

- **Scenario evaluation and options analysis:** The combined impacts on yield and water quality of selected development scenarios must be assessed and potential management options analysed to recommend the most appropriate course of intervention action;
- **Economic modelling and Cost Benefit Analysis:** Scenarios and management options should be evaluated in terms of their costs and benefits, and the economic impacts of key water quality constituents of concern within the study area must be identified and quantified. The evaluation should include:
 - Externalised costs transferred to downstream water users due to salinisation, eutrophication or upstream pollution with other contaminants, covering:
 - Loss of income from livelihood impacts;
 - Time and productivity losses;
 - Increased healthcare costs related to waterborne diseases;
 - Higher costs of water treatment;
 - Loss of reservoir storage capacity;
 - Weed control costs;
 - Monitoring and radiological protection costs;
 - Public reassurance costs regarding water safety;
 - Pollution prevention costs;
 - Pollution-related litigation costs;
 - Property value depreciation;
 - Increased morbidity and mortality;
 - Loss of ecosystem goods and services (e.g., fish, recreation and tourism);
 - Costs of remediating residual pollution sources and degraded water resources; and
 - Costs linked to the degradation of ecological infrastructure and strategically important water source areas.
 - Costs associated with infrastructure and operational options, or benefits of delaying infrastructure projects; and
 - Costs and rebates within the Waste Discharge Charge System (WDCS).
- **Flow modification, blending and dilution:** The effectiveness and feasibility of using upstream impoundments such as Vaal Dam to manage salinity, control algal blooms and address other water quality constituents of concern impacting receiving water users, should be evaluated. This assessment should consider the growing effects of increasing return-flow volumes and diffuse source impacts on surplus return-flow dynamics and receiving water quality;
- **Reconciliation and allocation of water quality:** Water quality forecast trends should be compared with relevant water quality goals, such as RQOs and WLOs, to support informed decision-making regarding waste load and concentration allocations, and to inform the scheduling of targeted interventions;

- **Thematic Plans:** Plans addressing thematic issues of concern, such as salinity, nutrients and any other such concern, including emerging issues, should be established to support the IVRS's Water Quality Management and Water Resource Reconciliation strategies;
- **Monitoring Plan:** A comprehensive monitoring programme should be established to generate appropriate flow and water quality data that address existing information gaps, ensure compliance and support modelling requirements;
- **Water Quality Management Strategy:** A comprehensive strategy for the IVRS should be established to connect the study area with the Orange-Senqu River system and other linked river systems. It should also integrate water quality planning and management across sub-catchments, consolidating short-, medium- and long-term interventions and thematic plans into an overarching framework. Additionally, the strategy should outline steps to ensure ongoing compliance with relevant goals;
- **Interventions:** The interventions in the plans and strategies potentially include infrastructure solutions, alternative IVRS operating rules, regulatory measures, remedial actions and strengthened cooperative governance; and
- **Facilitation of implementation:** Suitable implementation structures and mechanisms should be identified and established to support effective implementation of the IVRS Water Quality Management Strategy and associated Thematic Water Quality Management Plans.

Expected Deliverables

- *An **Economic Impact Modelling Report**, quantifying the economic impacts of key water quality constituents of concern;*
- *A **Scenario Evaluation and Management Options Analysis Report**, that evaluates all plausible scenarios and concomitant management options, providing clear motivations and actionable recommendations;*
- *A **Reconciliation and Allocation of Water Quality Report** that reconciles projected concentration and load demands for assimilative capacity, with the available capacity, as informed by relevant water quality goals. This reconciliation should support the temporal planning and scheduling of targeted interventions. The report should include waste load allocation schedules for each WRMU (or sub-catchment) to guide waste load reduction strategies and water quality improvements, as necessary, considering factors such as technological feasibility and affordability;*
- *A **Flow Manipulation Pilot Investigation Report** that outlines the dam discharge and monitoring programme, intended to guide the pilot study on flow manipulation strategies aimed at mitigating anthropogenic eutrophication;*
- *A **Flow Manipulation, Dilution Releases and Blending Assessment Report** presenting and interpreting assessment findings, including proposed system-operation strategies to manage trophic conditions, salinity levels and other water quality concerns in the receiving Vaal River;*
- *Separate **Thematic Water Quality Management Plans** to address specific water quality themes of concern, including (1) **Salinity in Grootdraai Dam and linked catchments**: Focus on current and expected cumulative impacts from coal mining and atmospheric fallout, involving a 2-day site and resource assessment visit; (2) **Salinity in Vaal Barrage**: Focus on current and expected legacy gold mining impacts and Acid Mine Drainage (AMD), involving a 4-day site and resource assessment visit; (3) **Salinity in the Middle Vaal Catchment**: Focus on current and expected post-closure cumulative mining impacts down-stream of Vaal Barrage, involving a 4-day site and resource assessment visit; (4) **Nutrient management in the IVRS**: Tackle issues such as filamentous water grass blooms causing blockages at Grootfontein Pump Station, and current and expected hypertrophic conditions in the Middle Vaal River;*
- ***Monitoring Plan Report**, containing descriptive schedules and maps of recommended monitoring arrangements to address information needs and gaps, thereby supporting improved water quality planning and management;*

- **Water Quality Management Strategy Report**, addressing all water quality issues of concern in an integrated fashion;
- “Reader friendly” **Executive Summary Report(s)**, summarising the IVRS Water Quality Management Strategy and the various Thematic Water Quality Management Plan reports;
- **Terms of Reference (ToR)** for the proposed IVRS Water Quality Management Strategy Steering Committee, including a database of role players with documented water management mandates and responsibilities (derived from the Basin and Integrated System Assessment Work Package);
- The establishment of an **IVRS Water Quality Management Strategy Steering Committee** to coordinate and track implementation; and
- Develop a **Scope of Work** to support the implementation, maintenance and ongoing monitoring of the IVRS Water Quality Management Strategy and Thematic Water Quality Management Plans following the completion of this study.

5.2.3 Component 3—Updating the Reconciliation Strategy for the Integrated Vaal River System

This study component is expected to systematically review and update the IVRS water resource reconciliation strategies so that they remain relevant, technically sound, economically viable, socially acceptable, and provide security for the future water resource and enabling implementation of relevant interventions by the relevant authorities. The minimum outlook is at least a 30-year planning horizon from the end date of the study, in 5-year time step series.

To achieve the objective, the following main aspects / technical tasks must be covered in the study:

- Update of the water resource models and system analyses – yield (WRYM), planning (WRPM), incorporating outputs water quality modelling (Component 2 of the study).
- Groundwater assessment, current and future utilisation projections, any artificial (enhanced) recharge potential, identification of aquifers and their development potential as water sources for the IVRS
- Conduct Climate change assessments on the impact of climate change and incorporate it into the models, and identify mitigation and adaptation measures
- Water use and needs analyses – analyse the water requirements; return flows (including delineation of the Sewage Drainage Areas and validation of the return flows split between the crocodile west system and the IVRS); invasive alien plants; the Reserve; and International Obligations,
- Review schemes and update cost estimates, economic & cost analysis
- Review and update socio-economic and & environmental impacts
- Update Intervention options Water Conservation and Water Demand Management (WC/WDM),
- Facilitate site visits to relevant infrastructure within the IVRS and its linked systems
- Scenario analyses considering all the costs and benefits of all feasible management options
- Strategy Development – Final screening workshop
- Updating the water balance, and the reconciliation strategy.
- Study Management

It is expected that the PSP will further develop and disaggregate these and other relevant tasks into sub-tasks with clear deliverables leading to the reconciliation strategy for the IVRS in their methodology proposal.

5.2.3.1 Work Package 7: Climate change assessment

Objective

The objective of this task is to determine the climate change impact on the yield of the IVRS and to consider the potential impact that climate change will have on the need and timing of future augmentation options or other potential adaptation responses

Expected deliverables.

- *Climate change assessment report*

5.2.3.2 Work Package 8: Water requirements and return flows.

Objectives

- To conduct a demographic assessment
- To review and update the urban water requirements and return flow model, including updating the delineation of the sewerage drainage areas.
- To model the urban water requirements and return flow projections under various selected scenarios.
- To determine the irrigation water requirements and return flows projections.
- To develop updated long-term water requirement and return flows projection scenarios for the IVRS, taking into account the impacts of climate change.

Expected deliverables.

- *Updated water requirements return flows for the IVRS.*

5.2.3.3 Work Package 9: Review, monitor and update demand side strategic interventions.

Objective

The objective of the task is review, update the Non-Revenue Water in the IVRS, monitor, and continuously update the existing, on-going, and contemplated demand side interventions, namely water conservation and water demand management (WC/WDM) in agriculture, urban WCWDM. This will include 3 x 1 day site visits to Tshwane/Johannesburg/Ekurhuleni metros effluent re-use projects.

Expected deliverables.

- *Report on Water Conservation and Water Demand Management in Agriculture*
- *Urban Water Conservation and Water Demand Management report*
- *Water re-use report*
- *Site visit reports*

5.2.3.4 Work Package 10: Reconnaissance Survey for potential dam Sites in the Vaal Catchment

Objective

- To map the potential dam sites in Vaal Catchment, and determine the contribution to yield, in line with the hydrology update in Component 1.

- To conduct a review of screened dam options and level environmental impact assessment for potential sites as well as determine the storage characteristics of the potential dams
- To determine the social, economic and cultural Impacts of the proposed dams
- To determine the potential impact of each dam option on the yield of the IVRS under various scenarios

Expected Deliverables

- *Dams identification, screening and review report*

5.2.3.5 Work Package 11: Review of potential future water resource developments options for the IVRS.

Objective

The objective of this task is to review the potential future development options for increasing the yield of the IVRS in terms of their layouts, estimated costs, Unit Reference Values (URVs) and potential yield contributions. These include transfers (Lesotho Highlands Water Project, Thukela Vaal, Orange-Vaal, Mzimvubu-Vaal, Zambezi Vaal), Acid Mine Drainage or Desalination of seawater

Expected deliverables.

- *Potential future water resources development options for the IVRS report.*

5.2.3.6 Work Package 12: Ground water availability and utilisation potential

Objective

- Carry out water balance calculations, including the use of WARMS data to depict the status of authorised water.
- Undertake a groundwater quality assessment
- To review of current managed aquifer recharge status, and its potential (MAR) practices schemes users.
- Investigate the groundwater development options and its conjunctive use in promoting water supply mix.
- Make recommendations on groundwater management strategies required to ensure the long-term sustainability

Expected deliverables.

- *Groundwater availability and utilisation report*

5.2.3.7 Work Package 13: Surface water availability—System analysis

Objective

The objective is to carry out analyses using the re-configured WRYM and WRPM models for selected scenarios including the scenarios that consider the impacts of climate change.

The task will include 2 x 3-day site visits to Vaal-Olifants, Usutu-Olifants, Komati-Olifants and the VRESAP transfers schemes.

Expected deliverables.

- *Water Resource Yield Analysis report*
- *Water Resource Planning Model scenario analysis report*
- *Site visits reports*

5.2.3.8 Work Package 14: Socio-Economic Assessment

Objective

The objective of the task is to perform a social-economic evaluation of the role and value of water in the economy, and to quantify of the risks to the various economic sectors associated with assurance of supply impacts.

Expected deliverables.

- *Socio-Economic assessment report*

5.2.3.9 Work Package 15: Water Balance /Reconciliation strategy

Objective

The Objective of the Work Package is to integrate the work of preceding tasks into a report summarizing the results and presenting a recommended scenarios to reconcile the water requirements with water availability for the IVRS.

Expected deliverables.

- *Preliminary reconciliation strategy for the Integrated Vaal River System*
- *Quarterly status reports on the updating of the reconciliation strategy for the Integrated Vaal River System Annual status reports on the updating of the reconciliation strategy for the Integrated Vaal River System*
- *Final updated reconciliation strategy for the Integrated Vaal River System*
- *Executive Summary for the updated reconciliation strategy for the Integrated Vaal River System*
- *A0 glossy poster summarizing the updated reconciliation strategy of the Integrated Vaal River System*

5.2.3.10 Work Package 16: Training and Capacity Building

Objective

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

Approach

Officials at various levels will be identified for training in consultation with the Client during the Inception Phase of the study. The PSP will make a proposal in this regard at the first study management meeting for approval.

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

- A formal 2-day training course will be held to provide attendees with a general background of the processes involved with developing and implementing a reconciliation strategy. The course will address issues such as the basic principles of water resources planning, use of water resources systems models, developing and monitoring water requirement projections, water balances and timing of future intervention measures and the practical implementation and monitoring of a reconciliation strategy. Training will be in person for a maximum number of 20 people.
- The PSP must present clear further proposals on capacity building. Training shall be accompanied by a training module/manual and a training report. The target is 20 DWS staff, TSG and SSC members having 4-day period for each of the following courses: estimation of water requirements, water resources planning, Water Conservation and Water Demand Management (WCWDM), WRSM2000 Rainfall-Runoff Model, Water Resources Yield Model (WRYM) and Water Resources Planning Model (WRPM) or other relevant courses that the PSP may propose. The content of each training course will be refined according to the identified training needs.

Capacity building may take the form of formal training which may include attending courses at approved institutions, formal training by experts from PSP, one-on-one sittings as well as secondment. All these training options shall 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 trainees based on administered course evaluation questionnaires covering issues like perceived benefits regarding the knowledge base, practical insight, knowledge of the facilitator.

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

Expected deliverables.

- *Capacity needs identification report*
- *Training completion and assessment report for each training conducted*

5.3 CLOSEOUT PHASE

5.3.1 Work Package 17: Study Closeout

Objectives

- identify and direct suitable implementation structures and mechanisms to facilitate implementation of the IVRS water resources reconciliation strategy and water quality management strategy and thematic plan actions, in support of the study goal.
- To review the work undertaken during the assignment and assess the degree to which study objectives were successful as well as to highlight focus areas for future water resource reconciliation work for the IVRS.

Expected Deliverables:

- *Closeout Report.*

6 STUDY GOVERNANCE

6.1 Study Administration Meetings

The Study Administration Meeting (SAM) comprises of the DWS Study Managers for the 3 work Components and the PSP Study Leader (Project Manager) and Task Managers. The SAM meetings will be held at regular intervals as agreed to and as specified in these terms of reference. The critical meetings will include a Mobilisation Meeting and a meeting at the end of the Inception Phase. Where possible, SAMs should be scheduled immediately before or after the Technical Support Group (TSG) meetings described in section 6.2.

The PSP is required to price for 12 SAM meetings over the course of the 36-month study period. Eight (8) of the meetings will be physical, while the other four (4) will be on-line.

Expected Deliverables

- *Approved minutes of the meetings.*

6.2 Technical Support Group

The Technical Support Group (TSG) comprise of the DWS Study Management team, the PSP Team, DWS Technical Teams and other external technical teams that provide input into the first order detailed assessments and analyses of the strategy with the respective WMA. The TSG will hold regular meetings, commencing with a study inception meeting and a meeting at the end of the Inception Phase. A meeting of this committee will be held just before the Strategy Steering Committee (SSC) meeting in the form of a Dry Run to that specific SSC meeting and at such other times as may be specified by the DWS Project manager.

The PSP is required to price for 7 TSG meetings over the course of the 36-month study period. Four (4) of the meetings will be physical, while the other three (3) will be on-line.

Expected Deliverables

- *Approved minutes of the meetings*

6.3 Strategy Steering Committee

The SSC is a forum for stakeholder consultation and public participation. The SSC, comprising of representatives of relevant DWS Directorates, other relevant National and Provincial Government Departments, municipalities, CMAs, Water Boards, civil society organisations and other interested parties identified during the study will provide high-level direction and guidance with support of the SAM and TSG for each distinct study area. It monitors the implementation of the Strategy where it has been developed, recommends adjustments to the Strategy when required and communicates to all stakeholders and the public about the progress with the implementation of the Strategy recommendations.

As part of the inception phase the PSP is expected to update stakeholder data base and conduct stakeholder engagement that will culminate in the resuscitation of the SSC for the Integrated Vaal River System. The PSP will convene an initial SSC at the end of the inception period and thereafter at intervals to be agreed upon with the DWS Study Project Manager.

The PSP is required to price for 7 SSC meetings over the course of the 36-month study period. Four (4) of the meetings will be physical, while the other three (3) will be on-line.

Expected Deliverables

- *Approved minutes of the meetings*

7 GENERAL TASK DESCRIPTION

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

7.1 Task Background

As stated in 6.3, a high-level SSC will be re-established to ensure that the Strategy is implemented and regularly updated, and to make recommendations on long-term planning activities required to ensure the ongoing adequacy of water available in the supply area. The SSC will be established with representatives nominated by the major stakeholders and role players in the respective Water Supply area, including representatives from *inter alia* Provincial Departments of Agriculture and Environmental Affairs and Development Planning, irrigation farmers, the Water Boards, the CMAs and civil society.

For the SSC to achieve its mandate, technical, scientific and administrative support will be provided by a TSG as described in 6.2 This support will be facilitated through DWS's Directorate Strategic Water Resource Planning. The Support Group will also include officials from relevant DWS Directorates, the respective Provincial Office, Relevant municipality representatives, Proto CMA representatives, and representatives of irrigators.

8 METHODOLOGY

The PSP must provide a concise methodology of how they intend to conduct the study, and also clearly indicate the deliverables under each task, and linked to the budget.

9 EXPERTISE OR SKILLS REQUIRED

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

- Experience in developing water requirement scenarios for all water sectors;
- Experience of water resources planning including hydrology and geohydrology, the determination of system yields and water savings, the conceptualization and costing of infrastructure and other proposed or potential interventions and the determination of URVs, the unit cost of water and the effect on tariffs of incorporating such new infrastructure into the system;
- Good understanding of how to undertake desktop assessments of the Reserve and to assess its effect on system yield;
- 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 to implement an intervention to augment the water availability in the system;
- Good understating of the implications and effectiveness of implementing WC/WDM measures;
- Experience in the determination of the environmental and social impacts of interventions, in formulating mitigation measures and in obtaining approvals by the environmental authorities;
- Ability to utilise selection processes to identify the most appropriate series of augmentation options to meet various water requirement scenarios;
- Experienced in water quality, water chemistry, complex organic compounds and microbiology, with specific knowledge also of algae and diatoms;
- Good understanding of aquatic ecology and the water quality maintenance functions of complex ecological infrastructure;
- Experience in statistics, data analysis, interpretation and graphical representation of complex water quality information;
- Experience in water and environmental economics, socio-economic studies and economic modelling;
- Knowledge and experience in mine water engineering, management, acid-base accounting, and regional mine closure planning;

- Experience in predicting impacts on water resources resulting from coal burning activities, atmospheric deposition and acid rain;
- Ability to synthesise 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.
- Water quality
- Climate change analyses
- Dam engineering

10 REPORTING REQUIREMENTS

The PSP shall submit Quarterly system status and progress reports and Annual System Status reports.

11 WORK PLAN AND TIME SCHEDULE

The contract period for the assignment is 36 months. The PSP shall provide a clear programme of work indicating the deliverables and associated milestones, linked to the budget and to the resources to be utilized.

12 INFORMATION TO BE PROVIDED IN THE PROPOSAL

12.1 Extent of the Proposals

The text of the Proposal should be to the point and not longer than twenty-five (25) pages (A4), excluding CVs, shall be Arial font size of 11 and a line spacing of 1.5.

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

The bidder shall include budget allocation in the financial proposal for necessary rainfall data.

Deliverables such as reports, presentations, analyses, letters and databases must be provided in Microsoft applications and in PDF-format (where applicable). Text for all documents shall be Arial font size 11 and a line spacing of 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 date when the deliverable shall be supplied, in order for this to be included in the contract between the DWS and the PSP.

The PSP shall submit soft copies of all draft study reports and deliverables in editable and non-editable version of each draft for DWS review before approval. DWS will only pay for approved deliverables. Note that some reports must be approved by the SSC. Therefore, sufficient time must be allowed for on the submission of reports, review and approval by relevant structures.

The deliverables may not be limited to this guide. Upon completion of the study, the PSP shall submit two (2) copies of the entire suite of reports in hard copy and electronic format (external hard drives/USBs/SSDs). The electronic version of each report shall be provided in two folders. The first folder shall contain the entire report (identical to the hard copy) in a single pdf file, including the signed signature page and all attachments. The second folder shall contain the entire content of the report with each attachment in its native electronic format. Each file should be appropriately named and numbered and stored in the order as it is used in the report.

12.2 Summary of PSP Capacity and Capability

The Proposal must contain information about the capacity and capability of the Study Leader Task Leaders 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 and respective Task Leaders must be specifically identified and the main responsibility structure to support him must be briefly presented. The capability and experience of the Study Leader in developing water requirement and availability reconciliation strategies will be especially important.

12.3 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 planning and monitoring;
- Experience with incorporating potential climate change impacts in models;
- Understanding of the complexities of implementing desalination of re-use of water projects;

- Experience in groundwater well-field exploration, planning, development and setting up the required models for well-field management;
- Experience in administrative inputs to technical and strategic meetings and related water resource study management aspects;
- Ability to facilitate stakeholder meetings; and
- Ability to prepare informative newsletters, media releases, presentations and other required information material.
- Support Stuff—the PSP should clearly indicate availability of support stuff (GIS, admin, finance etc.)

12.4 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 ADMINISTRATION COMPLIANCE

Bidders are required to comply with the following criteria listed below:

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2.	Tax compliant with SARS (to be verified through CSD).		
3.	Complete, sign and submit SBD 1, SBD 3.3, SBD 4 and SBD 6.1		
4.	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)

PHASE 1: MANDATORY COMPLIANCE

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

No	Criteria	Yes	No
1	Attach valid proof of Study Leader and Deputy Study Leader shall be registered with ECSA as Professional Engineers or recognized institution according to the Washington Accord or registered with SACNASP as a Professional Natural Scientists.		

PHASE 2: FUNCTIONALITY (TECHNICAL) EVALUATION

The 80/20-point system will be used to evaluate all proposals. The criteria and guidelines for the weighting points applicable are detailed in the following paragraphs.

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

Criteria		Points value	Weighting Points Awarded
Functionality	Past Company Experience in Integrated Water Resource Planning and management studies.		15
	Above 10 years	5	
	Above 6 to 10 years	4	
	Above 4 to 6 years	3	
	Above 2 to 4 years	2	
	1 to 2 years	1	
	Less than 1 year	0	

Criteria		Points value	Weighting Points Awarded
	Methodology: <ul style="list-style-type: none">• Compliance with ToR;• Detailed and relevant method statement for each task within the study area;• Inclusion of study team organogram that clearly shows the roles of the study team members and the hierarchy.• Detailed programme showing clear sequence and time allocation and• Innovations in response to the ToR		10
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	No item above addressed	0	
	Team Capability: All Task Leaders shall hold at least a Bachelors’ Degree in the relevant field. All Task Leaders to attach abridged CVs maximum 5 pages (any content beyond 5 pages will not be included in the assessment).		10
	The Study Leader should have relevant experience in similar studies with specialisation in the water resource planning or management field and integration with water requirements/ water availability and water quality		
	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 above 2 to 4 years’ experience	1	
	With less than 2 years’ experience	0	
	The Deputy Study Leader should have relevant experience in similar projects with specialisation in the water resource planning or management field.		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 above 2 to 4 years’ experience	1	
	With less than 2 years’ experience	0	

Criteria		Points value	Weighting Points Awarded
	Water Resources Task Lead: Water Resources Expert with experience using WRSW WRYM and WRPM models including incorporation of climate change models outputs.		8
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Water quality Task Lead: The Water Quality Expert should have relevant experience in water quality planning studies		8
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Water Conservation and Water Demand Management Task Lead:		8
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Infrastructure and Intervention scenarios Task lead:		8
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Groundwater Task Lead: Groundwater expert with experience in groundwater assessment and ground water quality		8
	With more than 10 years' experience	5	
	With above 4 to 5 years' experience	4	

Criteria		Points value	Weighting Points Awarded
	With above 3 to 4 years' experience	3	
	With above 2 to 3 years' experience	2	
	With above 1 to 2 years' experience	1	
	With less than 1 years' experience	0	
	Socio-Economics Task Lead: The Socio-Economic expert with experience in population and demographics studies.		8
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Stakeholder engagement Task Lead:		
	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 above 2 to 4 years' experience	1	
	With less than 2 years' experience	0	
	Capacity building and training: Provide clear proposals on Capacity building and training DWS officials and identified stakeholders (maximum of 20 people for in person attendance) in technical aspects to be undertaken as part of this Study.		5
	Shows innovation in ensuring successful transfer of skills to DWS staff	5	
	Provides detailed methodology of training and capacity building.	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 on training and capacity building included	0	
	Total		

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. This study is highly

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

1. 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.

PHASE 3: THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

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

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

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.
- 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 than that 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.
- 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.”

15 ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

15.1 Format of Proposal Documentation and Contact 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.

Bidders are required to submit their proposal on E tender portal both technical and financial proposal. Enquiries about any aspect of this Proposal invitation can be obtained from the following persons:

For technical matters
Mr. L. Machingambi Tel: 012 336 8358 E-mail: Machingambil@dws.gov.za