



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

REQUEST FOR BID

BID NUMBER: WP11534

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REFINEMENT OF
GROUNDWATER DEPENDENT ECOSYSTEMS MAP OF SOUTH AFRICA TO A WATER
MANAGEMENT AREA LEVEL**

ISSUE DATE:

14 AUGUST 2025

CLOSING DATE:

18 SEPTEMBER 2025 AT 11:00am

NB: Briefing session

N/A

SUBMIT TENDER DOCUMENT

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

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

TENDERER: (Company address and stamp)

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



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

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

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

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

TABLE OF CONTENTS FOR BID PROPSALS

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: **WP11534** CLOSING DATE: **18 SEPTEMBER 2025** CLOSING TIME: **11:00AM**

DESCRIPTION **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REFINEMENT OF GROUNDWATER DEPENDENT ECOSYSTEMS MAP OF SOUTH AFRICA TO A WATER MANAGEMENT AREA LEVEL.**

BID RESPONSE DOCUMENTS

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Winnie Dolamo	CONTACT PERSON	Ms Lerato Molokomme/ Mr Kwazikwakhe Majola
TELEPHONE NUMBER	012 336 8974	TELEPHONE NUMBER	012 336 8073/012 336 7107
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	dolamow@dws.gov.za	E-MAIL ADDRESS	molokommel@dws.gov.za / majolak@dws.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE
(Professional Services)

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE REFINEMENT OF GROUNDWATER DEPENDENT ECOSYSTEMS MAP OF SOUTH AFRICA TO A WATER MANAGEMENT AREA LEVEL.

NAME OF BIDDER:PROJECT NO: **WP11534**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **18 SEPTEMBER 2025**

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

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

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

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

R.....

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED
AMOUNT

RATE

QUANTITY

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

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

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

TOTAL: R.....

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

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

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

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

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

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

*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

**Ms Lerato Molokomme/
Mr Kwazikwakhe Majola**

Tel: 012 336 8073 / 012 336 7105

E-mail address: molokommel@dws.gov.za / majolak@dws.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

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

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

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

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

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

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

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal 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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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 style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

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

Js General Conditions of Contract (revised July 2010)

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
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3			
4			
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13			



Resolution of Board of Directors

14			
15			
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20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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10			
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12			
13			

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

Note:

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

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

1.

2.

3.

4.

5.

6.

7.

8.



Held at _____

(place)
on _____
(date)
e)

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

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

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

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

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

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



Venture as mentioned under item D above.

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

Physical address: _____

(code) Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			



6			
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12			
13			
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15			

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

Note:

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



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

For external use

Effective date Oct 2024

Page 1 of 1



DEPARTMENT: WATER AND SANITATION

**REFINEMENT OF GROUNDWATER DEPENDENT ECOSYSTEMS MAP OF
SOUTH AFRICA TO A WATER MANAGEMENT AREA LEVEL**

TERMS OF REFERENCE

2025

**Directorate: Reserve Determination
Chief Directorate: Water Ecosystems Management
Department of Water and Sanitation
Private Bag X313,
Pretoria, 0001**

Republic of South Africa

PROJECT NO:

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REFINEMENT OF GROUNDWATER DEPENDENT ECOSYSTEMS MAP OF SOUTH AFRICA TO A WATER MANAGEMENT AREA LEVEL

1. INTRODUCTION

1.1 BACKGROUND

Chapter 3 of the National Water Act, 1998 (Act 36 of 1998), “NWA”, is devoted to the comprehensive protection of water resources. Protection involves sustaining the quantity and quality of a water resource to maintain the overall ecological functioning of rivers, wetlands, aquifers and estuaries. This Chapter of the NWA introduces a series of measures which are intended to protect all water resources. The Department of Water and Sanitation (DWS) is the custodian of all water resources in the country, tasked to ensure that they are protected in a sustainable and efficient manner. This is inclusive of Groundwater Dependent Ecosystems (GDEs) which require sustainable management and protection for their vital role in providing for ecological services and functions.

Groundwater Dependent Ecosystems have been defined in various studies as *ecosystems that depend on groundwater such that they would be negatively impacted if groundwater was inaccessible in terms of quantity, quality and time*. They must have access to groundwater in terms of quantity and quality, seasonally or all-year round. GDEs are divided into three types, namely, aquatic (e.g. wetlands, springs, lakes, river baseflow), terrestrial (e.g. forests and grasslands), and sub-terranean (e.g. cave systems, in-aquifer). However, not a lot of local research has been undertaken regarding the sub-terranean type and therefore, they are not a priority at this stage. Examples of GDEs in South Africa include in-aquifer ecosystems in the North-West Province dolomites; springs and seeps in the Table Mountain Group sandstone (Western Cape Province); terrestrial keystone species such as *Acacia erioloba* in the Kalahari; lakes and punctuated estuaries on the shallow sand aquifers of the east coast in KwaZulu-Natal Province; riparian zones in the seasonal alluvial systems in Limpopo Province; and seeps on the Karoo dolerite sills. Risks to GDEs include disturbances of aquifer discharge and/or over abstraction of groundwater which reduces groundwater supply to GDEs, climate change, pollution and water quality degradation, and changes in land use. Groundwater levels decline and change in groundwater flow regimes and storage could alter groundwater accessibility patterns to GDEs and that could lead to groundwater quality deterioration as well.

Although research on GDEs has been conducted extensively globally, knowledge on their nature and extent lags in southern Africa, resulting in rarity of ecological approaches when it comes to groundwater management. Scarcity of such scientific information also hampers the assessment, evaluation and monitoring of impacts of external factors such as climate change on groundwater and supported ecosystems. Therefore, effective incorporation of GDEs into policy and practice of water resources management depends on thorough understanding their nature (inclusive of temporal scale aspect), extent, and the influence of hydrogeological processes. Internationally, studies have been undertaken in countries like Australia, Netherlands, Ireland, and Spain; resulting in Australia having an interactive online national Atlas of GDEs. On a regional level, studies have been conducted in the Khakea-Bray transboundary aquifer. Efforts to assess and map GDEs in South Africa have been done only in specific regions or sites, in a fragmented manner. On a coarse national scale, the Water Research Commission (WRC) produced a summary of the probability of

the occurrence of terrestrial and aquatic GDEs based on vegetation and baseflow in 2007 (Refer to map in Figure 1). However, this same study conceded that it is not possible to indicate the actual location of GDEs at a national scale due to scientific uncertainty about aquifer discharge areas and the scale of GDE occurrence. There was therefore insufficient data to assess and identify GDEs on a finer scale. These limitations prompt the necessity to refine the GDEs map to improve the accuracy and scale to better identify and assess these ecosystems on the basis that there is new available data & information and improved technological tools e.g. high resolution remote sensing tools.

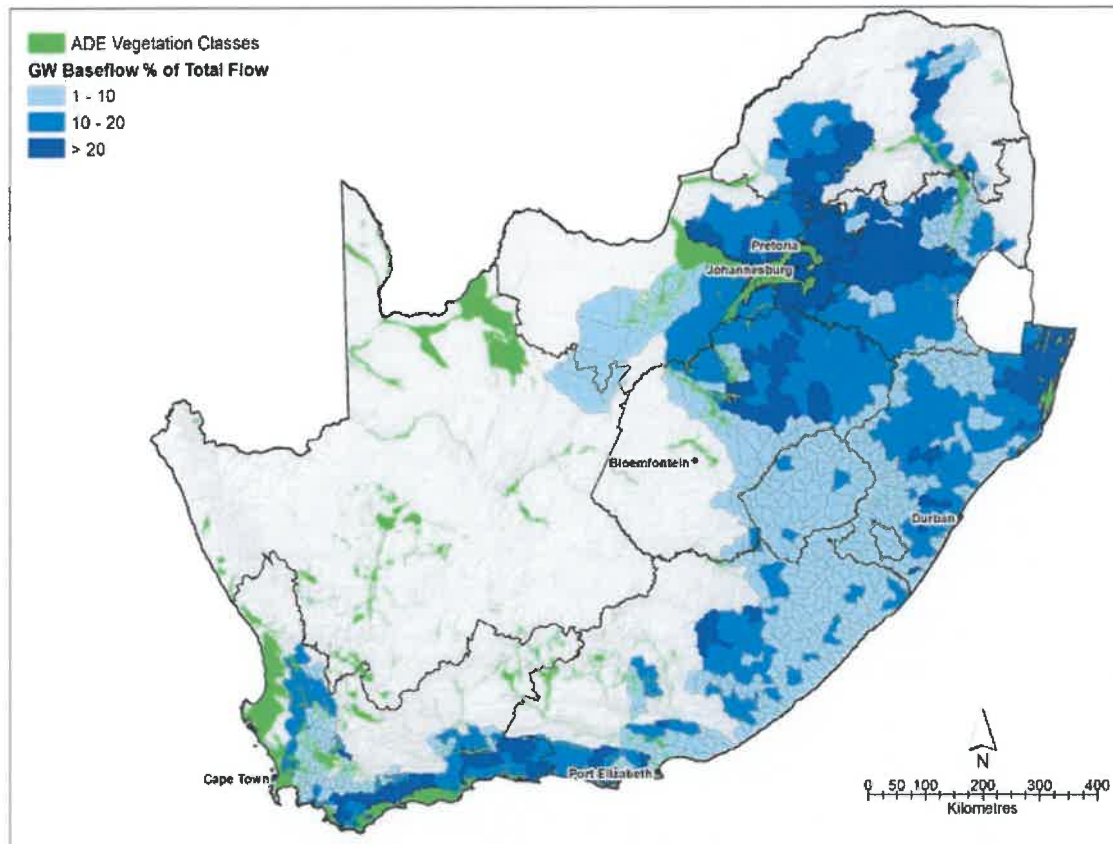


Figure 1: National scale terrestrial (based on vegetation classes) and aquatic (based on groundwater base flow) GDEs (WRC, 2007).

1.2 STUDY AREA

The geographic extent of this study is country-wide. However, to ensure a refined output, the mapping should be undertaken at a Water Management (WMA) level, specifically the 2012 version which denotes nine (9) WMAs. Note that the WMAs are related to the following catchments:

Water Management Areas and related catchments

Water Management Area	Related Catchments
Limpopo	Limpopo, Crocodile West and Marico
Olifants	Olifants, Letaba

Inkomati-Usuthu	Inkomati, Usuthu
Pongola-Mzimkulu	Usuthu to Mhlatuze, Thukela, Mvoti to Umzimkulu
Vaal	Lower Vaal, Middle Vaal, Upper Vaal
Orange	Lower Orange, Upper Orange
Mzimvubu-Tsitsikamma	Fish to Tsitsikamma, Mzimvubu to Keiskamma
Breede-Gouritz	Breede, Gouritz
Berg-Olifants	Olifants/Doorn, Berg

South Africa experiences arid to semi-arid climatic conditions, which implies water scarcity. It is also prone to extreme events, e.g., droughts experienced recently from 2014 to 2017. South Africa generally receives on average about 495 mm of rainfall per year. This includes large parts of the Northern Cape, Western Cape, Free State, and Northwest provinces, as well as parts of the Eastern Cape, Mpumalanga, and Limpopo provinces. Some areas in the western interior of South Africa, particularly the Karoo region, receive less than 200 mm of rainfall per year, making them among the driest areas in the country. There are four types of aquifers in South Africa and the surrounding countries, based on geological and hydrogeological properties. These are Intergranular, Fractured, Intergranular and Fractured, and Karst aquifers, as well as alluvial/coastal aquifers. According to DWAF (1998), only about 10 % of South Africa's groundwater is found in intergranular (primary) aquifers; the rest is found in secondary aquifers where water movement is controlled by preferential pathways such as fractures, faults, joints, and dissolution channels (in case of dolomites). These aquifers experience varying recharge patterns and recharge mechanisms, as well as discharge mechanisms for different regions, and that has an effect on GDEs.

1.3 STUDY MOTIVATION

There is a need to quantify the groundwater component of the ecological water requirement accurately. To improve on this quantification the understanding of characteristics of GDEs in terms on nature, extent, and time is necessary. Hence, this project is initiated to improve the mapping of GDEs at a finer scale. South Africa is a semi-arid country with limited water resources. Therefore, the protection of water for human and ecological water requirements is important for socio-economic activities and environmental sustainability. Sections 12 to 17 of the NWA makes provision for protection of the nation's water resources, including groundwater resources by assigning (i) ecological water requirements (EWR) i.e., by protecting that portion of groundwater required by ecosystems for their functioning and (ii) by ensuring water for basic human needs is safeguarded, collectively known as the Reserve.

There are limitations in the initial GDEs map produced during the 2007 study. The GDEs map was developed on a coarse national scale with low spatial resolution and accuracy. Vegetation was used as an indicator for GDEs without field verification. The map was developed at a desktop level with limited ground-truthing and classification/ identification of different types of GDEs. Other limitations include the consideration of the seasonal variation and integration of the GDEs with Strategic Water Source Areas. With the risks on GDEs such as lowering the groundwater table and pollution, GDEs are unable to

access the water required to sustain their ecological structure. Therefore, they should be afforded protection.

The refinement of GDEs to a local scale is seen as an essential first step towards protecting them. The updated/refined GDEs information detail will add value towards the implementation of the DWS' National Water Resources Strategy III, and the National Groundwater Strategy 2017.

Effective groundwater protection in GDEs (and everywhere groundwater is used) requires a range of measures including protecting recharge areas by addressing land use and land management practices, percolation and aquifer recharge and prevent contamination. Without detailed, catchment-aligned, up-to-date information and more accurate mapping of GDEs, informed decision-making to protect GDEs from degradation and for sustainable use of groundwater resources would be compromised. The above-mentioned issues prompted the initiation of this study.

The undertaking of this project requires specialized expertise that is currently not available within DWS existing institutional capacity. Appointing a Professional Service Provider (PSP) is essential to leverage advanced remote sensing technologies and analytical tools necessary for accurate, high-resolution mapping of GDEs.

2. AIMS AND OBJECTIVES OF THE PROJECT

The main aim of the project is to map GDEs at a finer scale, specifically at WMA level (Nine WMAs gazetted in 2012) namely Limpopo, Olifants, Inkomati-Usuthu, Pongola-Mzimkulu, Mzimvubu-Tsitsikamma, Breede-Gouritz, Berg-Olifants, Orange and Vaal. The objectives are to:

- i) Develop a methodology for the mapping of GDEs, both aquatic and terrestrial; inclusive of temporal variability.
- ii) Review and refine the known and potential GDEs to a WMA level following the developed methodology;
- iii) Produce a web-based national Atlas of Groundwater-Dependent Ecosystems (that is, a set of known and potential GDEs maps for each WMA, for both aquatic and terrestrial types).

The reason for an interactive web-based approach is to enable other future local studies' results to be uploaded to the national system e.g. in case a Catchment Management Agency (CMA) refines its WMA map to a catchment level, it can upload the refined output into the national system thus further improving the national map. The same applies to output from research institutes and other interested parties. In undertaking these activities, the processes must be consultative as well, such that all interested and affected parties, stakeholders, water users, etc., are kept abreast of the developments.

3. SCOPE OF WORK / METHODOLOGY

The scope of work is mainly the refinement of GDEs to a WMA level, guided by the activities discussed below.

3.1 PROJECT INCEPTION

The primary purpose of this phase is to allow the scope of work to be clearly defined from the onset. The inception phase is intended to provide the opportunity for the identification, assessment and interpretation of the nature and scope of the project.

To document all the relevant and available information to support the refinement process. The inception phase task must include:

- The identification of the role-players,
- Project scope and planning,
- Project processes and methodologies to be applied/used,
- Interfacing with other initiatives,
- Overview of existing GDEs,
- Stakeholder engagement (including empowerment) plan,
- Capacity building and mentorship programme.

All aspects must be formulated into a Project Plan to be included in the Inception Report, which will serve as a baseline from which progress can be monitored, evaluated and controlled against defined goals and performance measures including cost, time, and quality.

3.2 INFORMATION AND DATA GATHERING

In this task, the existing literature, reports, models, maps, aerial photographs, remote sensing products, and any other relevant information supportive to the refinement process, must be collated and reviewed. There is a need to identify and liaise with all relevant organizations and consultancies, to include the most up to date information. This project will build on existing studies undertaken. It is expected that this task will be run concurrently with the inception phase as the outcome of the information gap analysis will guide the rest of the project workplan. This task therefore includes the following:

- Review available tools for methodology refinement and delineation of GDEs and evaluate their applicability in this study.
- Review all related previous studies on protection and management of GDEs.
- Conduct a desktop study on issues pertaining to data and information, and subsequently indicate measures to address the data gaps during the study.
- It is expected that the PSP must build the uncertainty and related risks that may lead to data and information shortfalls/gaps into the project plan and incorporate the price to avoid future re-adjustment of the project budget and plan.

3.3 REFINEMENT OF GDEs

This task forms a major component of the study and will result in a national GDEs Atlas at a WMA level, using the appropriate approach. This task will include, but not limited to:

- The status quo assessment of GDEs;
- Review and update the methodology used to delineate and map existing GDEs and refine them with the scale refinement objective in mind;
- Assess and identify GDEs;

- Classify GDEs into types (e.g. springs, wetlands, rivers through baseflow, riparian zones and vegetation.);
- Validate and ground-truth priority areas;
- Actual mapping of GDEs;
- Integrate GDEs with Strategic Water Source Areas;
- Develop a web-based GDEs Atlas;
- Robust stakeholder engagement throughout the project, especially on important milestones such as the proposed methodology and the mapping process; and
- Capacity building and skills transfer to relevant officials in the Department.

3.4 COMMUNICATION AND LIAISON

This project is both research and stakeholder driven. Stakeholder and public consultation processes should take place throughout the duration of the project.

The appointed PSP should budget and make provision for a stakeholder engagement plan. A register of all relevant stakeholders that need to be consulted should be compiled and a database be created to capture all the comments received during the project. The scope of the communication and liaison services to be provided by the PSP will include, but not limited to the following:

- Consolidated stakeholder database;
- Establishment, in consultation with the Client, of appropriate institutional arrangements to facilitate the progress of the project;
- All logistics (invitations; venue; catering and taking minutes) of meetings with external stakeholders are a responsibility of the PSP;
- Project Management Committee (PMC): these meetings should be aligned to key deliverables/activities and should not be more than twelve (12). The DWS will be responsible for organising PMC meetings and capturing minutes. The PMC will be comprised of relevant Departmental officials, CMA officials, and the PSP team. These officials will be identified by the DWS Project Manager. PMC meetings will be held on-line throughout the project.
- Project Steering Committee (PSC): The PSC will be comprised of members from various sectors with interest in the project; their role is to provide strategic direction and guidance on the study process and tasks; they also serve as representatives of their stakeholder bodies and organisations and are therefore expected to report back to their organisations on an ongoing basis regarding the study decisions and results. The PSP will be responsible for all the logistics of PSC meetings. Six (6) PSC meetings will be held throughout the project.
- Broad/public stakeholder meetings in centralised locations: This comprises three (3) rounds of public meetings, that is, initial meeting used to introduce the study, the second round to inform of progress mid-project, and the third round to provide the outcomes of the study. Invitations for public meetings must be advertised in local newspapers and radio stations by the PSP. The PSP will be responsible for all the logistics of the broad/public stakeholder meeting.

- Technical Task Team meetings (ad-hoc meetings) to deal with specific technical issues rising during the study, comprising of specialists in the subject at hand.
- The PSP must therefore quote the Department for three (3) in-person public stakeholder meetings and six (6) project steering committee meetings. However, even though these meetings are physical, the PSP must avail an online platform as well to accommodate those who might not be able to travel far since this is a national study.

3.5 REPORTING

The appointed PSP shall produce at least the following project management outputs:

- Monthly progress reports, required to properly inform the Client, shall be compiled by the PSP and should document:
 - The progress of work against the programme,
 - Actual expenditure against cash flow estimates,
 - Significant findings and outcomes thereof,
 - Corrective actions taken in respect of the work programme.
- Technical reports should be provided after each defined deliverable in the form of an interim milestone report. These reports shall describe the procedures; methodologies followed; the results achieved and shall be prepared and submitted to the Client according to the milestone programme. These reports will be used as supporting documents towards the compilation of the main study report.
- All the payments by the Client should be done for specific deliverables by the PSP. The payments should also be synchronised to the project milestones and timelines; and
- Ensure that a complete record of the proceedings of project meetings is maintained and appropriately documented.

3.6 CAPACITY BUILDING

In terms of building capacity and ensuring skills transfer in the DWS, the PSP must establish a Capacity Building Programme aligned to the skills development needs of identified officials responsible for water resources management and protection, as part of the Inception Report. This programme should include specific quantifiable measures to ensure that capacity building takes place throughout the project, through mentoring, workshops and site visits.

The DWS will identify officials for mentoring. The mentorship programme should be designed in a way that will allow the mentee(s) to have practical scientific technical tasks and responsibilities for which the output will feed into the overall technical milestones/deliverables of the project.

Capacity-building workshops and site visits will be scheduled to cater for other DWS officials. The participation of relevant DWS officials will ensure active sharing of ideas and contribute to the broadening of the water ecosystems management skills base.

The afore-mentioned training has particular reference to the following specialist fields:

- Groundwater/Geohydrology
- Groundwater ecology
- Hydrology
- Ecology
- Remote sensing / Geographical Information System

Details of the seconded officials will be provided at the inception meeting. It is critical that the PSP make provisions for capacity building in their budget, in order to assist the Department to achieve the objectives of skills transfer.

4. DELIVERABLES

Table 1: Tasks and expected deliverables.

Task	Deliverables
Project Inception	<ul style="list-style-type: none"> ❖ Inception Report: <ul style="list-style-type: none"> • Integrated work programme • Capacity building and mentorship programme • Stakeholder engagement plan
Information and Data Gathering	<ul style="list-style-type: none"> ❖ Gap Analysis Report: <ul style="list-style-type: none"> • Outcomes of the desktop study pertaining to data and information, and inclusive of measures that will be taken to address the data gaps during the study • Inventory of current GDE mapping tools and their applicability
Refinement of GDEs	<ul style="list-style-type: none"> ❖ Report on the status quo of GDEs ❖ Report on the methodology ❖ Report(s) on mapped GDEs refined to WMA level and associated refined spatial layer, with a metadata. This part should include the classification of GDEs into GDE types, validation and ground-truthing of priority areas, and integration with SWSAs. ❖ Report(s) on the development of the web-based national GDEs Atlas.
Communication and liaison	<ul style="list-style-type: none"> ❖ Stakeholder database and schedule of meetings. ❖ Meetings' documentation and archiving ❖ Record of stakeholder issues and responses.
Capacity Building	<ul style="list-style-type: none"> ❖ Detailed programme of capacity building ❖ Training manuals and electronic data.

Study management and co-ordination	<ul style="list-style-type: none"> ❖ Arrangement and minutes for Project Steering Committee meetings, Technical Task Group meetings, and Stakeholder engagements. ❖ Progress reports during study execution ❖ Maintain record of decisions ❖ Invoicing of defined milestones
Project Closure	<ul style="list-style-type: none"> ❖ Integrated Main Report ❖ Project Close-out Report upon completion ❖ Electronic database/library of all available data and information collected & generated during the study, including shapefiles and metadata

5. PSP TEAM COMPOSITION

It is required that the PSP team consists of individuals that are qualified and experienced in integrated water resource management, protection and ecology. Expertise is needed in each of the following study components:

- Geohydrology/Hydrogeology
- Groundwater Ecology
- Ecology
- Hydrology
- Remote sensing/ Geographical Information System
- Web-development
- Stakeholder involvement and public participation Practitioner

6. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The Department will provide administrative support, venues for PMC meetings only as well as facilitation of meetings. The Department will also provide information that is accessible within the department or with other departmental service providers.

7. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS

The applicant must compile and submit a written project proposal to the Department as follows:

- a. A detailed understanding of the Terms of Reference (ToR) for the project.
- b. A work breakdown structure containing list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
- c. Proposed project schedule in a Gantt chart.
- d. A list of deliverables i.e. reports, data and electronic copies.
- e. Proposed project team, team leader and availability of the individual consultant team members.

- f. Submission of curriculum vitae of all persons whom the bidder proposes in executing the tasks as well as the valid original tax clearance of each subcontracted companies.
- g. A reasonable cost estimate (ceiling price) for the project, including VAT.

8. ADMINISTRATIVE COMPLIANCE

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

Table 2

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. EVALUATION SYSTEM

The department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to Preferential Procurement Regulations promulgated in 2022. A copy of the PPR regulations can be downloaded from www.treasury.gov.za. In accordance with the PPR, submissions will be adjudicated on

80/20 points system and three phase evaluation criteria will be considered in evaluating the bid:

Phase 1: Mandatory Requirements

Phase 2: Functional/ Technical Evaluation

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

PHASE 1: MANDATORY REQUIREMENTS

Bidders must comply with the Mandatory phase; failure to comply will render a bid non-responsive. ***Non-responsive bids will be disqualified.***

Bidders **MUST** attach copies of certificates of professional registration with a **relevant professional body** specified below:

- (1) The Study Leader must be registered with the South African Council of Natural Science Professions (SACNASP).
- (2) All project team members in Natural Sciences must be registered with the South African Council for Natural Scientific Professions (SACNASP).

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

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

Table 3

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Qualifications of Project Team Leader	Qualifications are required for the project team leader as per below: Academic qualifications, Minimum NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate Certificate) in: <ul style="list-style-type: none">• Natural Science; and/or Environmental Science.		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	(Bidders are requested to attach abbreviated <i>Curriculum Vitae</i> and copies of qualifications.			
	Master's Degree and above.	5		
	Honours Degree	4		
	Bachelor's Degree	3		
	B-Tech Degree	2		
	NQF 7 and above	1		
Experience of Project Team Leader	<p>The Project Team Leader should demonstrate knowledge of project management.</p> <p>Project Team Leader must submit signed reference letters with contactable references from previous clients/employer. Reference letter must indicate service rendered, the duration and the value of the project.</p> <p>Note that only completed projects in relevant studies will be accepted with a minimum value of R500 000. Relevant studies refer to water resource management related studies.</p>		5%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
	Minimum level of qualification required for Team Members in the fields of		10%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Qualifications of Team Members	Natural/Environmental Science is NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate Certificate) Bidders are requested to attach copies of Qualifications.			
	Master's Degree	5		
	Honours Degree	4		
	Bachelor's Degree	3		
	B-Tech Degree	2		
	NQF 7 and above	1		
Expertise of Team Members	<p>Expertise of Team Members will be realized through their technical and professional skills i.e. ability to function in a multidisciplinary team, understanding professional and ethical responsibility, ability to communicate effectively, and knowledge of the project area.</p> <p>Expertise (technical and professional skills) is needed from project team members in each of the following study components/fields:</p> <ol style="list-style-type: none"> 1. Geohydrology/Hydrogeology, 2. Groundwater Ecology, 3. Hydrology 4. Ecology 5. Remote sensing/ Geographical Information System 6. Web-development 7. Stakeholder involvement and public participation Practitioner <p>(Bidders are required to attach abbreviated Curriculum Vitae (CV))</p>		15%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	highlighting the areas of work that the task leaders have previously conducted.			
	All 7 study components above included.	5		
	Fields 1 to 6 included.	4		
	Fields 1 to 5 included.	3		
	Fields 1 to 4 included	2		
	Any 3 study components above included	1		
Experience of Team Members	Past Experience for project team members refers to previous relevant experience in water resource management related projects and overall track record. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services. A minimum of 6 years' experience is required. (Bidders are required to attach abbreviated Curriculum Vitae (CV))		10%	
	All Team Members have 6 years' experience and above	5		
	80% of Team Members have 6 years' experience and above	4		
	60% of Team Members have 6 years' experience and above	3		
	40% of Team Members have 6 years' experience and above	2		
	20% of Team Members have 6 years' experience and above	1		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Company Track Record	Companies are required to provide proof that they have facilitated / performed similar projects in water resources management and proof that such project/s was/were executed successfully as well as their contactable references. Bidders must submit signed reference letters from previous clients/employer.		15%	
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
Methodology	<p>The bidder must demonstrate an understanding of the ToR, clarity and conceptualization of methodology, appropriateness of approach within the current water and sanitation sector context.</p> <p>Project plan and broad methodologies in line with the task descriptions outlined under project scope / task description, with clear milestones and timeframes for each task to be completed.</p> <p>The following items must be clearly indicated in detail:</p> <ol style="list-style-type: none"> 1. Project Control Plan 2. Project Execution Plan 3. Broad methodologies in line with the task descriptions outlined 		20%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	under project scope/ task description. 4. Clear milestones, and timeframes for each task to be completed. 5. Evaluation and supervision of work.			
	All 5 items above included.	5		
	Item 2, 3, 4 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 indicated	2		
	Any 2 items above included	1		
Skill Transfer	<p>In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible for water resources management.</p> <p>Capacity building plan should be attached and be inclusive of:</p> <ol style="list-style-type: none"> 1. Hands on practical training including field work; 2. Inclusion of DWS officials in all phases of the project; 3. Develop a capacity building programme with quantifiable measures; 4. Relevant software training; 5. Provision of stakeholders' empowerment plan; <p>PSP to submit a list of interns or candidates mentored by the company</p>		15%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	in order to complete their studies or become registered professionals. Provide some form of evidence within the relevant prescripts.			
	All 5 items above included.	5		
	Item 1, 2, 3 and 4 included.	4		
	Item 1, 3, 4 and 5 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
TOTAL			100%	

Only bidders who obtain at least 70 % under Functional / Technical Evaluation will be considered for further evaluation.

PHASE 3: THE 80/20 PRINCIPLE BASED ON PRICE AND SPECIFIC GOALS

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

Table 4 Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
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

Table 5: Documents requirement for verification of points allocation:

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

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

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

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

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

Conditions:

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

10. PROJECT MANAGEMENT ARRANGEMENTS

10.1 PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will be made of members from various relevant Directorates within the Department, the CMAs, as well as the PSP team. The PMC will be led by officials from Chief Directorate: Water Ecosystems Management. It is anticipated that the PMC meetings will be aligned to key milestones.

10.2 PROJECT MANAGER

The Project Manager for this study is Ms Lerato Molokomme (Scientist Production: Groundwater Reserve Determination).

10.3 DATA OWNERSHIP

All maps, drawings, reports, data including shapefiles with metadata, calculations, and other documents, prepared by the PSP in performing the services for this project, shall

become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof.

Copyright of all such documents rests with the Client. The ownership of data and factual information collected by the PSP and paid for by the Client shall, after payment by the Client, lie with the Client.

10.4 CONTRACT AND INVOICES

The project timeframe is 36 months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on each study task. The PSP will be required to submit invoices per defined deliverables and all payments will be made upon signed deliverables being completed and approved by the DWS.

11. EXTERNAL REVIEWER

An independent external reviewer(s) will be appointed by DWS in collaboration with the PSP to assist with the final review of all the deliverables of the study. The cost incurred will be to the PSP and must be incorporated in the proposal budget. The review must take place as set out in the Inception Report and as agreed by the Project Management Committee. The review must have a clear section that summarises the technical improvement, recommendations, and the reasons. Review will be discussed at the PMC meetings. Review of the identified main deliverable reports will be done throughout the project, and as final reports are produced.

12. FURTHER INFORMATION

For technical information contact Ms Lerato Molokomme or Mr Kwazikwakhe Majola or Mr Yakeen Atwaru on the following numbers: 012 336 8073 or 012 336 7105 or 012 336 7816 respectively. Email: Molokommel@dws.gov.za or MajolaK@dws.gov.za or AtwaruY@dws.gov.za.