DEPARTMENT OF WATER AND SANITATION
REBPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

BID NUMBER: WP11571

DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE GROUNDWATER RESOURCE DEVELOPMENT POTENTIAL OF REGIONAL AQUIFER UNITS STUDY IN SIXTY FIVE (65) HYDROGEOLOGICAL REGIONS OF SOUTH AFRICA FOR A PERIOD OF 36 MONTHS

ISSUE DATE:

11 SEPTEMBER 2026

CLOSING DATE:

16 OCTOBER 2026

TIME: 11:00

NON-COMPULSORY BRIEFING
Date: 22 September 2026
Time:10:00
Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/370636319463902?p=hYneXmEFRqHp0lcstl
Meeting ID: 370 636 319 463 902
Passcode: Sb3nu2Wi

SUBMIT TO:
ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH NATIONAL TREASURY E- TENDER 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 ADVICED TO REPORT ANY SUSPICIOUS INFORMATION TO THE DEPARTMENT. DEPARTMENT OFFICIALS WILL NOT CONTACT BIDDERS FOR BRIBES IN EXCHANGE FOR BID AWARDS.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**WP11571**	CLOSING DATE:	**16 OCTOBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE GROUNDWATER RESOURCE DEVELOPMENT POTENTIAL OF REGIONAL AQUIFER UNITS STUDY IN SIXTY FIVE (65) HYDROGEOLOGICAL REGIONS OF SOUTH AFRICA FOR A PERIOD OF 36 MONTHS**				

ALL BID REPONSES MUST BE SUBMITTED ONLINE THROUGH NATIONAL TREASURY E-TENDER 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	**LEBOGANG PHAHLANE**	CONTACT PERSON	**SAKHILE MNDAWENI / DR AWUODWA MAGINGI**
TELEPHONE NUMBER	**012 336 7738**	TELEPHONE NUMBER	**012 336 8764 / 012 336 8440**
CELLPHONE		CELLPHONE	**083 653 9001**
E-MAIL ADDRESS	**BidsubmissionSCM@dws.gov.za**	E-MAIL ADDRESS	**Mndawenis@dws.gov.za / magingia@dws.gov.za**

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………………………

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .... BID NO: **WP11571**

CLOSING TIME 11:00 .... CLOSING DATE: **16 OCTOBER 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R..

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

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R----------------------------	------------------------------
--	R----------------------------	------------------------------
--	R----------------------------	------------------------------
--	R----------------------------	------------------------------
--	R----------------------------	------------------------------

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

--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days

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

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

TOTAL: R...

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

Bid No.: ....

Name of Bidder: ....

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

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

TOTAL: R...

6. Period required for commencement with project after acceptance of bid ....

7. Estimated man-days for completion of project ....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

....

....

....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr. Sakhile Mndaweni / Dr Awuodwa Magingi
Tel: 012 336 8764 / 012 336 8440
Cell: 083 653 9001
E-mail address: Mndawenis@dws.gov.za , magingia@dws.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

....

....

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any

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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ………………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

SBD 6.1

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

Annexure A

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUTEMENT REGULATIONS 2022

THE 90/10 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 90/10 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 90 points are allocated for price on the following basis:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

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

Documents Requirement for verification of Points allocation: -

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

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

GROUNDWATER RESOURCE DEVELOPMENT POTENTIAL OF REGIONAL AQUIFER UNITS FOR A PERIOD OF 36 MONTHS

TERMS OF REFEFENCE

2026

Directorate: Water Resource Management Planning
Chief Directorate: National Water Resources Planning
Department of Water and Sanitation
Private Bag X313,
Pretoria, 0001
Republic of South Africa

Table of Contents

LIST OF FIGURES

ABBREVIATIONS

CMA	Catchment Management Agengy
DWS	Department of Water and Sanitation
GIS	Geographical information system
GRU	Groundwater Resource Unit
NWRS	National Water Resource Strategy
PSP	Professional Service Provider
RAU	Regional Aquifer Unit
SAM	Study Administration Management
SMC	Study Management Committee
SSC	Study Steering Committee

1. INTRODUCTION

1.1. Background

The Department of Water and Sanitation (DWS) is the custodian of South Africa's water resources and undertakes water resources development, operation and maintenance as one of its core functions. DWS has developed numerous Water Supply Reconciliation Strategies throughout the country with the main aim of balancing water availability with water requirements. This process results in the proposal of a set of measures/interventions that could be implemented to reduce water consumption, or to increase the water supply or, more commonly, through implementing both approaches.

The resultant strategies to bridge the gap between the increasing water requirement and existing water supply include identifying potential future water sources for the country's growing population, prioritising future water resource development options and highlighting the need for proper operation. Many towns and communities often seek the utilisation of groundwater to meet the increasing water demand. This is well documented in the DWS All Towns Studies as a need for groundwater exploration; however, there is no information on where spatially (maps) these resources can be developed.

The third edition National Water Resource Strategy (NWRS-3) and the National Water and Sanitation Master Plan (NWSMP), do highlight an urgent need for South Africa to diversify its water supply mix, by utilisation of, inter alia, desalination (seawater, brackish groundwater), groundwater (enhanced recharge, deep groundwater), storm water (harvested and stored in detention reservoirs, recharged to aquifers), mine water (acid mine drainage, non-impacted), and waste water (direct and indirect reuse). Furthermore, DWS Strategic Plan for 2025/26 to 2029/30 highlights the need to diversify the water mix by guiding and developing other water sources (e.g. groundwater) to reduce the significant reliance on surface water. The National Groundwater Strategy (NGS) states the need for appropriate information to be developed for planning at various levels, assessment of groundwater resources at the regional and aquifer level for development, and to provide guidance to local authorities in resource development.

Across the country, several agricultural, industrial and municipal water users are dependent on groundwater to meet their water requirements. In many instances, groundwater resource development programmes are often undertaken on an ad-hoc or crisis response mode, whereby they lack macro-planning. This, however, has resulted in an increase in groundwater use for these sectors, generally in an unplanned/uncoordinated manner and may also be costly if unsuitable areas are targeted.

Given the increasing pressures on water resources due to population growth, climate change, and economic development, a comprehensive assessment of the country's groundwater resources is essential to ensure sustainable management and utilization. According to Vegter (2001), the country is divided into sixty-five (65) Hydrogeological (Groundwater) Regions that have been identified based on the occurrence of groundwater (mainly type of porosity – i.e. primary or secondary) as well as on lithostratigraphical, physiographical and climatic considerations. The Hydrogeological regions were delineated based on geology without focusing on groundwater divides or flow paths and available quantities.

During the development of a groundwater resource, pre-feasibility and feasibility studies are required. Detail information is required during these studies. The Reconciliation Studies and Hydrogeological Regions give a broad overview of the occurrence, while the Hydrogeological map series (1: 500 000 and 1:250 000 scale) displays blow yield classes of groundwater. However, to direct the pre-feasibility and feasibility studies to areas where specific volumes of groundwater are available, a sub-division of hydrogeological regions is required to obtain regional aquifer units or systems.

Assessing the Groundwater Resource Development Potential of Regional Aquifer Units (RAU) is a proposed approach to delineate aquifer systems, identify areas where groundwater could be developed and bridge the gap between the Reconciliation Studies and pre-feasibility and feasibility studies. Although some aquifers may hold the potential to access large quantities of groundwater, they may already be utilised or are environmentally sensitive (e.g. sensitive dolomitic aquifer, GDEs, recharge zones). To this extent, delineation of groundwater potential target zones is essential for meeting the water requirements of different sectors. .

A pilot study has been conducted by DWS in Hydrogeological Region 10 (Karst Belt) in the North-West province with already delineated regional aquifer units in the dolomite guidelines (DWA, 2006) to determine groundwater potential target areas, and is successful, but needs to be conducted throughout all 65 hydrogeological regions.

Definitions

RAU: A groundwater body/bodies that has been delineated or grouped into a significant regional groundwater resource unit. It may be a subset of an aquifer system, a whole aquifer, or a combination of aquifers sharing similar hydrological characteristics guided by **groundwater boundaries (i.e. groundwater divides or flow paths)**.

GRU: A groundwater body that has been delineated or grouped into a single significant water resource based on one or more characteristics that are similar across that unit. The smallest groundwater unit considered and is demarcated on the basis of homogeneous response unit (Note: **GRUs are used in the water resource classification and RDM methodology**).

GMU: An area of a catchment that requires consistent management actions to maintain the desired level of use and/or protection of groundwater. This is a groundwater unit for which management criteria are needed for the sustainability of the resource; delineation is based on management considerations rather than geohydrological criteria.

1.2. Purpose, Objectives and Expected Outputs

The main purpose of the Assessing the Groundwater Resource Development Potential is to:

- delineate regional aquifer units (RAUs) within each hydrogeological region,
- conduct a comprehensive groundwater availability assessment that includes both quantity and quality per RAU, and
- identify and determine groundwater potential and areas (presented in a form of groundwater target area maps for each regional aquifer unit, hydrogeological region, and district municipality) to inform future groundwater development.

The study will focus on detailed assessment of groundwater resources in each regional aquifer unit.

The objectives include:

- Producing a delineation methodology that can be applied from one region to the other,
    - Agreement on the delineation methodology, and
    - Delineation into Regional Aquifer Units (RAU)
- Groundwater availability quantification
    - Agreement on the methodology for calculation and quantification of groundwater availability,

- Assessment of groundwater resources including recharge rates, storage capacity, exploitation potential and recharge areas,
    - Quantification of groundwater use,
    - Identify areas and sectors heavily reliant on groundwater,
    - Evaluate and identify groundwater quality issues, including its suitability for various uses, and
    - Identify areas that need protection,
    - Quantification of groundwater availability
- Production of potential hydrogeological targets with detailed maps of hydrogeological region indicating regional aquifer units (RAU's), including their spatial distribution and volumes.

The output will be potential groundwater area maps for development of groundwater in each regional aquifer unit with potential available volumes. These areas and volumes should be incorporated into an automated tool for planning purposes in future. The Business Requirements and Design Specifications for the development of a Decision Support Tool (DST) need to be developed based on the results obtained and be enabled for continuous update of groundwater development potential as new information is available. The development of the DST is outside this project's scope and will be developed by DWS after the completion of this project.

It is important to note that groundwater resource development is not part of the study, but the main output will be the identification of potential groundwater development areas in the form of maps with groundwater volumes for each groundwater potential area.

2. STUDY AREA

The study focuses on a sub-division of the Sixty-five (65) hydrogeological regions (Figure 1) that were defined (Vegter, 2001) in terms of the occurrence of groundwater as well as lithostratigraphic, physiographical and climatic considerations. These hydrogeological regions in most cases, do not correspond with the surface water drainage regions and can easily cut across different quaternary catchments, and some of the aquifers within these regions may extend across international borders.

More than 90% of the country is underlain by secondary aquifers with storage and flow influenced by fissures and/or caverns, fractures, joints, and faults; and the remaining fragment, mostly restricted to coastal areas, alluvial valleys and arid sands underlain by primary aquifers. In terms of the

Hydrogeological Map Series (DWAF, 2003; VSA, 2025), the country has predominantly four aquifer types, namely Intergranular, Fractured, Karstic and a combination of Fractured and Intergranular.

In terms of aquifer classification, aquifers are broadly categorized as major, minor, poor, or sole source systems:

- Major Aquifers: characterized by high permeability and significant fracturing, allowing them to store substantial groundwater volumes suitable for large-scale abstraction. They cover approximately 18% of the country and generally have good water quality.
- Minor Aquifers: with moderate permeability and fracturing, these aquifers can support local supplies and contribute to river baseflow. They account for about 67% of South Africa's area.
- Poor Aquifers: have low permeability and limited fracturing, containing minimal exploitable groundwater and covering roughly 15% of the country.
- Sole source aquifers: Supply 50% or more of the domestic water for a given area with no reasonably available alternative sources. Aquifer yields and natural water quality are immaterial.

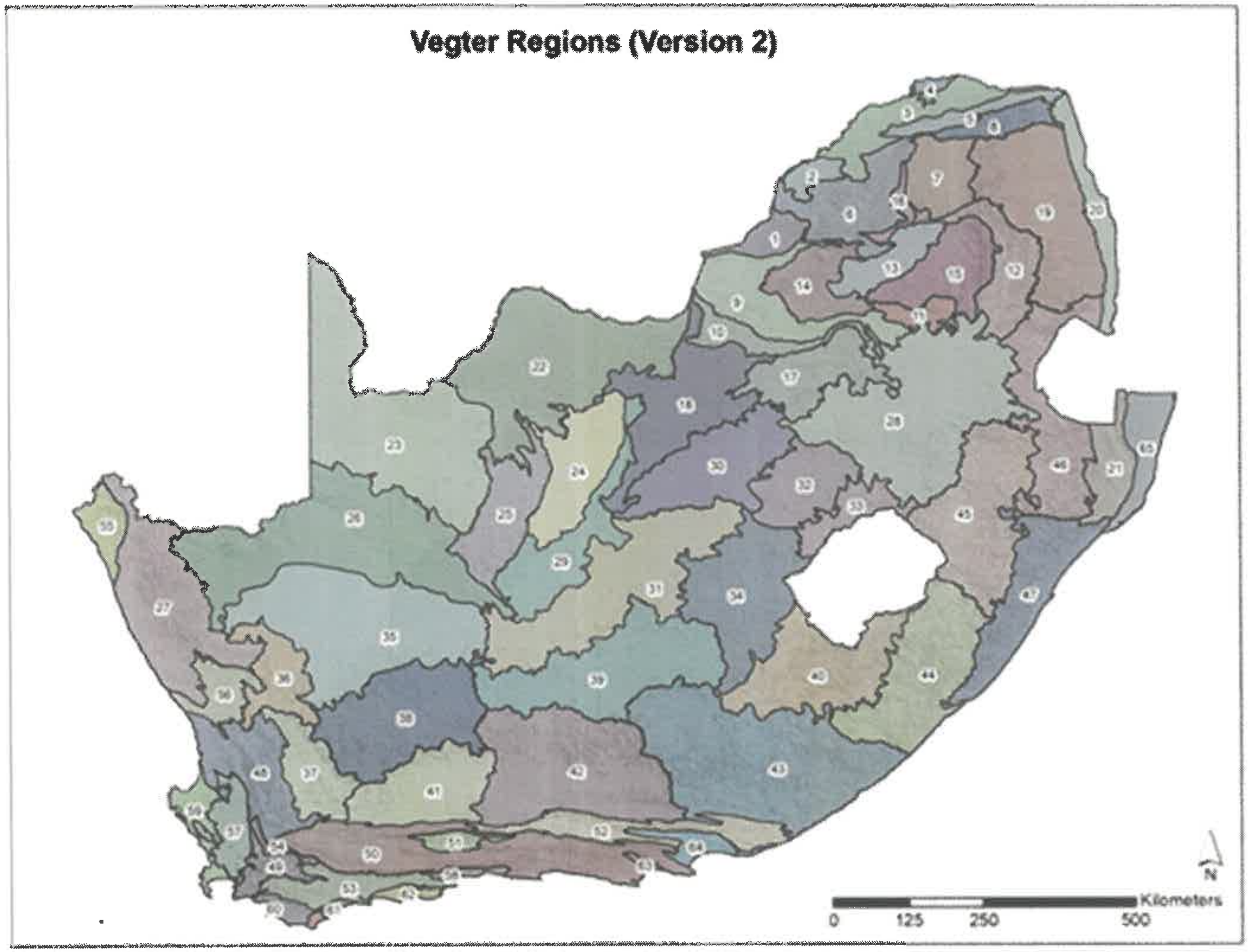

Figure 1: Sixty-five Hydrogeological Regions (Vegter, 2001)

3. GENERAL TASK DESCRIPTION

The proposed scope of work and methodology will be guided but not limited to the tasks identified below. The Professional Service Provider (PSP) may propose additional tasks where necessary in their proposal.

3.1. Study Tasks

The study will be split into five (5) main tasks with the main output being the delineation of the RAUs and development of maps that can digitally and spatially display groundwater potential zones, volumes of groundwater use, groundwater availability and the potential for development.

3.1.1. Task 1: Delineation Criteria or Methodology

This task consists of a criteria or methodology development to be used for delineation of the regional aquifer units and to determine/calculate groundwater availability. It will include extensive collection of existing national and local data, information gathering on different methodologies used to delineate aquifers and calculate groundwater availability, considering all factors that affect the volume calculation of available groundwater. A detailed assessment of data gaps and limitations must be conducted during this task. It should also be indicated how data gaps will be addressed in the study.

3.1.2. Task 2: Delineation of the RAU

The 65 hydrogeological regions mentioned in section 2 are large areas that each consist of more than one RAU. The hydrogeological regions should be further divided into RAU's. Delineation of a RAU's within each hydrogeological region will include identification of high priority areas, areas that require groundwater for water security. Task 2 activities include:

- Identification of distinct aquifer types (i.e., intergranular, fractured, karstic, and fractured and intergranular) within each RAU and further delineation of appropriate boundaries considering groundwater divide (highs) zones, groundwater no-flow zones and differing/change in groundwater flow mechanisms/system (e.g., intergranular, fractured or karst), and

- The prioritisation of the regional aquifer units will be based on current needs identified in the All-Towns Studies and vulnerable communities with limited access to water supply services.

3.1.3. Task 3: Quantification of Groundwater Availability

Task 3 activities include:

- Assessment of groundwater resources per RAU including recharge rates, storage capacity, and exploitation potential, groundwater dependent ecosystems (GDE), strategic groundwater source areas and identification of protected areas,
- Quantification of groundwater use per RAU, identifying areas and sectors heavily reliant on groundwater
- Evaluate the groundwater quality per RAU, including contamination potential and its suitability for various uses,
- Quantification of available groundwater potential per RAU, and
- Stakeholder engagement will be required to obtain local knowledge.

3.1.4. Task 4: Development of Maps

This task includes the development of maps at different levels and reports. There are 65 hydrogeological regions, each region will have a map and a report that summarizes the RAU's highlighted in Task 2; each RAU will have a map highlighting target areas for development with quantities calculated in Task 3.

3.1.5. Task 5: Business Requirements and Design Specifications for Developing a Decision Support Tool

This task includes stipulating business requirements and specifications that are essential for the development of a decision support tool that include the capability to integrate or incorporate both spatial and digital datasets.

3.2. Reporting

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

- Monthly progress reports required to properly inform the DWS 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 and
    - Corrective actions taken in respect of work programme.
- Technical progress reports for reviews prior to final reports and final 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 DWS according to the milestone programme. This should include all field data collected as part of the study and these reports will be used as supporting documents towards the compilation of the main study report.
- All the payments by the DWS should be done for specific deliverables completed by the PSP. The payments should also be synchronised to the study milestones and timelines.
- A complete record of proceedings of study meetings should be maintained and appropriately documented.
- Compile a consolidated report with an overview of all the tasks and explanation of the maps and a technical manual with business requirements and specification for development and use of a decision support tool.
- Provide all data electronically.

3.3. Capacity Building/Skills Transfer

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 planning, management and protection, detailed in the Inception Report. This programme should include specific quantifiable measures to ensure that capacity building takes place throughout the study.

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

It is critical that the PSP makes provision for capacity building in the budget to assist the DWS to achieve the objectives of skills transfer. DWS will identify officials for mentoring and secondment. The mentorship programme will 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 have to 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 resource planning skills base.

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

- Delineation methodology,
- Delineation of the regional aquifer units,
- Quantification of groundwater availability, and
- Development of maps.

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

The PSP shall also provide a training workshop/course to provide insights on general background of the processes involved with assessment of groundwater resources, delineation of regional aquifer units including modelling, water balancing and delineation of target groundwater potential areas.

3.4. Deliverables

The deliverables will include the following:

- Study Inception – Inception report that clearly indicates work programme, capacity building programme, study milestones and stakeholder engagement plan.
- Information and data gathering – Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements, inventory of current water resources tools and their applicability.
- Methodology report – final criteria for the method to be used.
- Delineation of regional aquifer units (RAU's).
- Groundwater quantification reports and target area identification (65 technical documents in 1 report).
- Maps (65 hydrogeological regions, and 44 district municipality and 8 metro maps, including RAU's with associated GIS and database files).
- Capacity building – detailed programme for capacity building and workshop/ course training manuals and capacity building report.
- Business requirement and design specifications report.
- Communication and liaison report.
- Study closure – Main report incorporating the methodology, 65 regional aquifer reports and maps, electronic database/library of all available data and information collected and generated during the study, including GIS files.

It is foreseen that the inception report will be developed first within the first 3 months, followed by the methodology report within months 4 - 6. As the regional aquifer reports and maps are finalised during the study, they will be distributed during approximately months 5 to 32. The manual on business requirements and specifications for a decision support tool is expected to be delivered with the main report at the end of the study.

4. EXPERTISE OR SKILLS REQUIRED

The PSP team must possess the proven skills and capacity to undertake the assignment functions described in the section 3. It is required that the PSP team consists of individuals that are qualified and experienced in integrated water resource management and water resource planning. The PSP shall provide information about the capacity and capability of the study team leader and other key personnel in the study; the information should include details of appropriate educational qualifications and previous involvement in groundwater resource assessments.

The expertise needed are not limited to the following study components:

- Geohydrology/Hydrogeology, and Geology,
- Groundwater resource modelling and decision analysis, Groundwater quality, Groundwater-surface water interaction, Isotopes, Geomorphology/Soil science, Wetland, Hydrology and Engineering,
- Geographical Information System (GIS). A very strong GIS component is of paramount importance. The support team should have the capability to update all related information,
- Decision Support Tools/Systems Development, and
- Social science (stakeholder involvement and public participation).

5. STUDY GOVERNANCE

5.1. Study Administration Management

The Study Administration Management comprises of the DWS Study Manager and the PSP Study Team Leader (Study Manager) teams. The teams are responsible for the administration and management of the study. The SAM meetings will be held at regular intervals as agreed. The PSP should specify the proposed number of meetings.

5.2. Technical Support Group (TSG)

The Technical Support Group (TSG) will be made of members from various relevant DWS Directorates as well as the PSP team. The TSG will be led by individuals from Chief Directorate: National Water Resources Planning, specifically the Directorate: Water Resource Management Planning. It is anticipated that the TSG meetings will be held at least three time per year or may be aligned to key milestones just before the Study Steering Committee (SSC) meeting in the form of a Dry Run to that specific SSC meeting and at such other times as may be specified by the DWS Study Manager. The TSG will include technical officials from DWS National, Provincial and Catchment Management Agencies (CMA's). The PSP should specify the proposed number of meetings. The DWS National Chief Directorates and Directorates involved will be the CD: National Water Resources Planning, CD: National Water Resource Information Management, CD: Water Ecosystem Management, and CD: Water Services Planning and Information.

5.3. Study Steering Committee (SSC)

The Study Steering Committee (SSC) is a forum for broader stakeholder consultation and public participation. The SSC will include the members of the TSG as well as relevant DWS Directorates, other relevant National and Provincial Government Departments, Municipalities, CMAs, Water Boards and other interested parties identified during the study and will provide high-level direction.

It is anticipated that the SSC meetings will be held annually throughout the study period. The PSP should specify the proposed number of meetings.

5.4. Data ownership and Intellectual Property

All deliverables and products produced for this assignment shall be the sole property of the DWS. All maps, drawings, reports, data including shapefiles with metadata, calculations, and other documents, prepared by the PSP in performing the services for this study, shall become and remain the property of the DWS, and the PSP shall deliver all such documents to the DWS together with a detailed inventory thereof. This stipulation will be included in the contract between the appointed PSP and DWS. If anyone or the PSPs wishes to use them or apply them elsewhere, they should do so only after receiving approval by the DWS in writing.

5.5. Contract and Invoices

The study 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 study 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.

6. EXTERNAL REVIEWER

The PSP will appoint an independent external reviewer(s) 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 Technical Support Group. The review must have a clear section that summarises the technical improvement, recommendations, and the reasons. Review will be discussed at the TSG meetings. Review of the identified main deliverable reports will be done throughout the study and as final reports are produced.

7. ADMINISTRATIVE COMPLIANCE

BIDDERS ARE REQUIRED TO COMPLY WITH THE FOLLOWING LISTED BELOW:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		

No	Criteria	Yes	No
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.3, SBD 4, SBD 6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
6	Copy of an Identity document of the authorized individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

8. EVALUATION SYSTEM

The DWS will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to Preferential Procurement Regulations (PPR) 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 Compliance (if not complied with bid will be disqualified)

Phase 2: Functional / Technical Evaluation

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

Phase 1: Mandatory Compliance

Bidders must **comply** with the following mandatory requirement, failure to comply will be disqualified

No	Criteria	Yes	No
1	Study Team Leader shall be registered with SACNASP as a Professional Natural Scientist or registered with ECSA as a Professional Engineer. Attach a valid and verifiable proof of Registration.		

Phase 2: Functional / Technical Evaluation

The criteria and guidelines for the weighting points applicable are detailed in the following paragraphs.

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion
Qualifications of Study Team Leader	Qualifications and registration with authorised/professional bodies is required for the study team leader as per below: Academic qualifications, Minimum NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate) in: • Natural Science; and/or • Engineering (any field) Professional membership registration: • South African Council of Natural Science Professions (SACNASP); and/or • Engineering Council of South Africa (ECSA) and/or (Bidders are requested to attach abbreviated *Curriculum Vitae,* copies of qualifications and proof of registration with the above professional bodies)		10
	PhD and over 8 year professional membership (proof of registration) with authorised body.	5	

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	Master's Degree and over 10 year professional membership (proof of registration) with authorised body.	4	
	Honours Degree and over 12-year professional membership (proof of registration) with authorised body.	3	
	Bachelor's Degree and over 14 year professional membership (proof of registration) with authorised body.	2	
	Technologist B-Tech Degree / Advanced Diploma / Post Graduate and over 16 year professional membership (proof of registration) with authorised body.	1	
	NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate) and no professional membership (proof of registration) with authorised body	0	
Experience of Study Team Leader	The Study Team Leader should demonstrate knowledge of study management. Study 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 study. **Note that only completed projects in relevant studies will be accepted with a minimum value of R500 000.**		15

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	Relevant studies refer to detailed groundwater resource assessments in fractured rock aquifer settings.		
	10 completed projects in relevant studies.	5	
	8 completed projects in relevant studies.	4	
	6 completed projects in relevant studies	3	
	4 completed projects in relevant studies.	2	
	2 completed project in relevant studies.	1	
	0 – 1 completed project in relevant studies.	0	
Qualifications and Expertise of Team Members	Minimum level of qualification required for Team Members in the fields of Natural Science, Engineering is NQF 7 (Bachelor's Degree / B-Tech Degree/ Advanced Diploma / Post Graduate) Professional membership registration: • South African Council of Natural Science Professions (SACNASP) – for scientists • Engineering Council of South Africa (ECSA) – for engineers 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 study area in terms of groundwater resource management.		15

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	Expertise (technical and professional skills) is needed from study team members in each of the following study components/fields: 1. Geohydrology/Hydrogeology, and Geology 2. Groundwater Resource Modelling and Decision Analysis, 3. Groundwater Quality, 4. Isotope Hydrology, 5. Groundwater-Surface Water Interaction, 6. Geographical Information System, 7. Social Science (Stakeholder Engagement and Public Participation), 8. Decision Support Tools/Systems Development, 9. Geomorphology/Soil Science, (Bidders are required to attach abbreviated Curriculum Vitae (CV) highlighting the areas of work that the Team Members have previously conducted).		
	All 9 study components above included.	5	
	Any 8 study components above included.	4	
	Any 7 study components above included.	3	
	Any 6 study components above included.	2	
	Any 5 study components above included.	1	
	0 – 4 study components above included.	0	

Criteria	Sub-Criteria	Points Value	Weight of Criterion
Experience of Team Members	Past Experience for study team members refers to previous relevant experience in groundwater 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))		5
	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	
	Less than 20% of Team Members have 6 years' experience and above	0	
PSP Track Record	PSP are required to provide proof that they have facilitated / performed similar projects in groundwater resources management and proof that such project/s was/were executed successfully as well as their contactable references.		5

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	Bidders must submit signed reference letters from previous clients/employer.		
	10 completed projects in relevant studies	5	
	8 completed projects in relevant studies	4	
	6 completed projects in relevant studies	3	
	4 completed projects in relevant studies	2	
	2 completed project in relevant studies	1	
	0 – 1 completed project in relevant studies	0	
Methodology	The bidder must demonstrate an understanding of the Terms of Reference (ToR), clarity and conceptualization of methodology, appropriateness of approach within the water and sanitation sector context. Study plan and broad methodologies in line with the task descriptions outlined under study scope / task description, with clear milestones and timeframes for each task to be completed. The following items must be clearly indicated in detail: 1. Study Control Plan 2. Study Execution Plan • Detailed method statement for each task, Clear milestones, and timeframes for each activity to be completed, detailed programme (task sequencing and time allocation, 3. Inclusion of Organogram,		35

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	4. Innovations in response to the ToR, and 5. Evaluation and supervision of work.		
	All 5 items above included.	5	
	Item 2, 3, 4 and 5 included.	4	
	Item 2, 3 and 4 included.	3	
	Item 2 and 3 indicated.	2	
	Only 2 indicated.	1	
	0 – 1 indicated	0	
Capacity Building/Skill Transfer	In terms of building capacity and ensuring skills transfer to the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible for groundwater resources management. Capacity building plan should be inclusive of: : 1. Hands on practical training including field work; 2. Inclusion of DWS officials in all phases of the study; 3. Develop a capacity building programme with quantifiable measures; 4. Relevant software training; 5. Provision of stakeholders' empowerment plan; PSP to submit a list of interns or candidates mentored by the company in order to complete their studies or		15

Criteria	Sub-Criteria	Points Value	Weight of Criterion
	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	
	0 – 1 item above included	0	
TOTAL			**100**

This study is highly technical and for that reason a bidder is expected to achieve a minimum threshold/required score for **Functionality** (Qualifications, Expertise, Experience, Team Capability, Track Record, Methodology and Capacity Building/Skills Transfer) of **75 (%) points**. Only bidders who obtained at least 75% under the Functionality (Technical) Evaluation will be considered for further evaluation.

Technical Proposals will be evaluated and scored without reference to the Financial Proposals.

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

Price

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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Preference Point System (Specific Goals)

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

Documents requirement for verification of points allocation:

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

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 sudy cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

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.
- In the event that any key staff member appointed by the Bidder is unable to continue in their role due to resignation, death, or other valid reasons, the Bidder shall, within thirty (30) calendar days, propose a replacement of equivalent or superior qualifications and experience. Such replacement shall be subject to the prior written approval of DWS.
- The Bidder shall provide documentary proof of the circumstances necessitating the replacement, such as a certified copy of the death certificate in the case of death, or a formal resignation letter in the case of resignation.
- The Bidder shall ensure that the continuity of services is maintained during the transition period and that project delivery is not adversely affected. All costs associated with the replacement of team members under these circumstances shall be borne by the Bidder.
- For positions designated as key personnel, replacements shall only be permitted under exceptional circumstances (such as death, serious illness, or resignation) and must be fully justified to the satisfaction of DWS.

9. ARRANGEMENTS FOR SUBMISSIONS OF PROPOSALS

9.1. Format of Proposal Documentation and Contact Persons

Enquiries about any aspect of this invitation can be obtained from:

For Technical matters
Mr. Sakhile Mndaweni Tel: 012 336 8764 Cell: 083 653 9001 E-mail: MndaweniS@dws.gov.za **Postal Address:** Private Bag X 313 PRETORIA, 0001

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

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

____

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

Held at ___________________________ *(place)*

on ___________________________ *(date)*

RESOLVED that:

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

   ____

   (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: ___________________________

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

   and who will sign as follows: ___________________________

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

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

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".

14			
15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

____

____

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

Held at ____ *(place)*

on ____ *(date)*

RESOLVED that:

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

   ____

   ____

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

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

   ____

   ____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: ____

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

   and who will sign as follows: ____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: ______________________________

   ____

   ____

   ________________________ (code)

Postal Address: ______________________________

____

____

________________________ (code)

Telephone number: ______________________________

Fax number: ______________________________

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

Note:

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

ENTERPRISE STAMP

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. ____

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3. ____

____

4. ____

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5. ____

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6. ____

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7. ____

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8. ____

____

Held at ______________________________________

____(*pla*

*ce)*on

____(*dat*

e)

RESOLVED that:

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

____

____

(*Project description as per Bid /Tender Document)*

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

B. *Mr/Mrs/Ms:______________________________________in *his/her

Capacity as:______________________________________(*Position in the Enterprise)*and who will sign as follows: ______________________________

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

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

____

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment ofthe 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:______________________

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(code)Postal Address:____________________

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____

__________________ (code)

Telephone number: ____________________

Fax number: _________________________

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

Note:

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

LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

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

Signature: Sole owner............ ....

Date.......................................

Witnesses:

1. -- Date : --

2. -- --

ENTERPRISE STAMP

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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