



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

WP 11398

REQUEST FOR BID

BID NUMBER WP 11398

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT A HIGH CONFIDENCE GROUNDWATER RESERVE DETERMINATION STUDY IN THE BERG CATCHMENT

ISSUE DATE:

09 SEPTEMBER 2021

CLOSING DATE AND TIME

13 OCTOBER 2021 at 11H00

DUE TO COVID 19 RESTRICTIONS, THERE WILL BE NO BRIEFING SESSION

**N.B ALL PROSPECTIVE BIDDERS ARE REQUESTED TO SUBMIT/ PROVIDE BOTH HARD
COPIES(x2) AND A SOFT COPY ON A USB OR DISC OF THEIR COMPLETE BID
DOCUMENT. THIS IS DUE TO CURRENT PREDICAMENT WE FIND OURSELVES IN DUE
TO COVID 19**

SUBMIT TENDER DOCUMENT

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313 PRETORIA, 0002

OR

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

Compulsory briefing session
N/A

TENDERER: (Company address and stamp)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11398	CLOSING DATE:	13 OCTOBER 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO CONDUCT A HIGH CONFIDENCE GROUNDWATER RESERVE DETERMINATION STUDY IN THE BERG CATCHMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Winnie Dolamo		CONTACT PERSON	Mr Philani Khoza/ Mr Yakeen Atwaru/ Mr Kwazikwakhe Majola	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 7866/7105/7815	
FACSIMILE NUMBER	0864890777		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dolamow@dws.gov.za		E-MAIL ADDRESS	khozap@dws.gov.za/ majolak@dws.gov.za Atwaruy@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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT A HIGH
CONFIDENCE GROUNDWATER RESERVE DETERMINATION STUDY IN THE BERG
CATCHMENT**

NAME OF BIDDER:	PROJECT NO: WP 11398
CLOSING TIME: 11:00	CLOSING DATE: 13 OCTOBER 2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCYNO (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. Period required for commencement with project after Acceptance of bid

.....

4. Estimated man-days for completion of project

.....

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

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

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr Philani Khoza/ Mr Kwazikwakhe Majola/ Mr Atwaru Pillay

Tel: 012 336 7866/ 7105/ 7816

E-mail address: khozap@dws.gov.za ; Majolak@dws.gov.za ; Atwaruy@dws.gov.za

DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

Connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the...80/20... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port

or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time

for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or

affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dws.gov.za
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post,
Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

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

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT A HIGH CONFIDENCE GROUNDWATER RESERVE DETERMINATION STUDY IN THE BERG CATCHMENT

WP 11398

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

CLOSING DATE: _____

This template must be completed by the bidder

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

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

Name:.....

Position:.....

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

DEPARTMENT OF WATER AND SANITATION

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO CONDUCT A HIGH CONFIDENCE GROUNDWATER RESERVE DETERMINATION STUDY IN THE BERG CATCHMENT

TERMS OF REFERENCE

2021

CHIEF-DIRECTORATE: WATER ECOSYSTEMS MANAGEMENT
DEPARTMENT OF WATER AND SANITATION
Private Bag X313
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REPUBLIC OF SOUTH AFRICA

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1. INTRODUCTION

1.1 BACKGROUND

The National Water Act (No. 36 of 1998) (NWA) provides for the protection, use, conservation, management and control of our water resources in an efficient, sustainable, and equitable manner. The NWA is founded on the principle that our Government has overall responsibility for and authority over water resource management for the benefit of the public without seriously affecting the functioning of the water resource systems. In order to achieve this objective, Chapter 3 of the NWA provides for the protection of water resources through the implementation of Resource Directed Measures (RDM) which includes the classification of water resources, setting the Reserve and determination of Resource Quality Objectives (RQOs). The Chief Directorate: Water Ecosystems Management (CD: WEM) is tasked with the responsibility of coordinating Reserve determination studies, and in this case the Groundwater Resource Directed Measures (GRDM) determinations, which have priority over other uses in terms of the NWA since they should be determined before water use license applications are to be processed, particularly in stressed or over utilized catchments.

RDM hence strives to ensure that water resources are afforded a level of protection that will assure a sustainable level of utilization for the future. In order to support the process of water use licensing while at the same time giving effect to the Reserve, the Department of Water and Sanitation (DWS) is issuing these Terms of Reference (ToRs) for a High Confidence Groundwater Reserve Determination Study in the Berg catchment. There are generally differing levels of groundwater importance and sensitivity (per groundwater resource unit) within the Berg catchment, especially in areas where groundwater has been severely impacted. Based on the variability with respect to the importance, sensitivity as well as demand and current use of groundwater, the confidence levels required in the results will vary with resultant differing levels of GRDM determinations required.

1.2 OVERVIEW OF THE STUDY AREA

The Berg catchment is situated in the extreme southwest corner of South Africa and falls entirely within the Western Cape Province. It derives its name from the largest river within its boundaries, namely the Berg River. The Berg catchment borders on the Olifants/Doring catchment to the north and on the Breede-Gouritz WMA to the east. It borders on the Atlantic Ocean and Indian Oceans to the west and south respectively (DWAF, 2004). Drainage regions in the Berg catchment have been grouped in accordance to the classifications used in the Water Research Commission's report: *The Surface Water Resources of South Africa, 1990*. The Berg catchment consists of secondary drainage region G1 and G2, as well as the quaternary catchments G30A in the north and G40A in the south, covering a total area of 13000 km².

1.3 SURFACE WATER RESOURCES

The Berg River runs northwards for some 285 km, and drains into St. Helena Bay on the west coast of South Africa, where it interacts with the Benguela upwelling system. (Shillington, 1998). The Berg River catchment is the largest catchment in the study area, which also includes a number of smaller catchments such as the Diep, Kuils, Eerste, Sir Lowry's Steenbras, as well as various small catchments on the Cape Peninsula and along the West Coast between Cape Town and Saldanha Bay. There are 22 estuaries in the Berg catchment including the Berg River and the Langebaan Lagoon estuary which receives contributions from groundwater.

Surface water resources are dominated by the Western Cape Water Supply System (WCWSS) whose water supply areas cover about 90% of the Berg catchment water use. The WCWSS comprises six large dams: the Upper and Lower Steenbras and Wemmershoek Dams owned by CCT; the Voëlvlei and Theewaterskloof dams owned by Department of Water and Sanitation (DWS); the Berg River Dam and Supplement Scheme that is owned by the Trans Caledon Tunnel Authority (TCTA) and operated by DWS. The Berg River Dam is the first bulk water resources development project in South Africa that is directly linked to water demand management. The dam was therefore required to be able to make releases to satisfy all aspects of the Ecological Reserve as prescribed by the NWA.

1.4 CLIMATE AND LAND USE

The Berg catchment experiences a Mediterranean climate and rainfall is received in winter. Rainfall is of a frontal nature, generally moving from the Atlantic Ocean to the north-west over the Western Cape. The orographic influence of the high mountain ranges in the Cape Peninsula and on the eastern side of the catchment, introduces a large spatial variability in the mean annual precipitation (MAP). The topography of the Berg catchment varies considerably, with consequential impact on the climate of the region. Rainfall is highest in the southern mountain ranges where the mean annual precipitation is as high as 3000 mm per annum, whilst the north-west part of the catchment immediately inland of the coast, receives as little as 300 mm per annum. Agriculture is a major consumer of water in the Berg catchment and the other major consumer is the City of Cape Town (CCT). There is intensive irrigation in the Upper Berg River and Lower Berg River sub-areas and in parts of the Greater Cape Town sub-area (Eerste River and Lourens River catchments). Dry land cultivation of wheat is dominant in both the Upper Berg and Lower Berg sub-areas (including the Diep River), with some dry land vineyards in the higher and wetter hilly areas. Natural vegetation comprises large areas of Fynbos.

1.5 GEOLOGY

The bedrock of the entire Berg catchment comprises the rock types of the Klipheuwel and Malmesbury Groups. These Groups comprise argillaceous rock types, typically greywackes and shales. The Malmesbury Group is often referred to as Malmesbury Shale. These Groups occur extensively across the Swartland and are exposed from the Northern Suburbs, north to the Malmesbury region and north to Piketberg and Porterville. These basement rocks were intruded by the Cape Granite Suite and occur mainly as plutons,

forming the rounded hills, for example Paarl, Perdeberg and Darling. The granite is typically very coarse grained. Following the intrusion of the granite a long period passed of upliftment and erosion, resulting in the deposition of sandstones which form the Table Mountain Group (TMG), also known as the Table Mountain Sandstone.

In the catchment the TMG comprises two Sub-Groups and several formations with quite different lithological characteristics. The Peninsula Formation, which is part of the lower Sub-Group, is a very clear, extremely hard quartzite which forms the dramatic scenery of this area (e.g. Table Mountain, the southern Peninsula, Hottentot Holland Mountains and Piketberg). With an extensive time period the above mentioned rock types eroded, the softer rocks (Malmesbury Group) eroding more rapidly than the very hard Table Mountain Group (especially the more arenaceous formations) and unconsolidated deposits built up in the eroded valley areas. This resulted in extensive sand deposits forming, particularly in the western, more coastal portion of the catchment. These deposits comprise the Bredasdorp Group and Quaternary age deposits. They form areas such as the Cape Flats, the area around Atlantis and further northwards towards Langebaan and Velddrif.

1.6 GROUNDWATER OCCURRENCE

Groundwater resources are available from primary aquifers along the coastal plain as well as from deeper rock-fractured and confined aquifers, of which the TMG holds the most potential for development. Groundwater is currently utilised from the primary aquifers near Atlantis and on the Cape Flats as well as from deeper aquifers in the Swartland. The Klipheuwel and Malmesbury Groups are typically not known for their high groundwater potential. However, in places particularly where fracture/fault systems are well developed, the groundwater potential is very high. In favourable geological settings borehole yields from these groups can be about 5 l/s and higher whilst the average borehole yield is lower. The Cape Granites are typically low yielding (~1 l/s) and these yields are only obtainable in highly weathered and faulted zones. Otherwise the granite is very solid and a non-aquifer.

The Table Mountain Group also hosts fractured aquifers although conditions in the Group are highly variable and aquifer conditions are thus also highly variable. The wide range of lithological types also means that artesian conditions can occur as well when drilling into this Group. The sedimentary deposits, especially of Quaternary age, vary greatly in composition and grain size from peaty deposits (with a high clay and mud component), through to coarse, well rounded sand and gravel deposits. Where these coarse-grained deposits occur, and especially where they have been deposited in eroded valleys and large, saturated thicknesses, they have resulted in the occurrence of very high yielding aquifers. These high yielding aquifers include the Cape Flats Aquifer, the Atlantis/Silverstroom aquifer, and the Elandsfontein and Langebaan Road aquifers. Borehole yields from certain portions of these aquifers can be extremely high, in excess of 20 l/s.

2. STUDY MOTIVATION

There is a need to undertake a detailed groundwater Reserve determination study for this catchment due to mainly; an increasing number of water use license applications, the

conservation status of various resources in this catchment, the associated impacts that the proposed developments will have on the availability of water, and the complexity of geological and geohydrological characteristics that make it impossible to assess applications using low confidence desktop groundwater Reserves. Water Resources classes and associated Resource Quality Objectives have been determined and gazetted for this catchment. Hence there is a need for a comprehensive groundwater Reserve determination study in order to complete the RDM processes and to support the process of water use licensing, especially in stressed and over-utilized catchments.

3. AIM AND OBJECTIVES OF THE PROJECT

The primary objective of this study is to determine a high confidence groundwater Reserve requirements (quantity and quality) required to satisfy the basic human needs and to protect aquatic ecosystems in different priority water resources within the Berg catchment. Detailed determinations aim to produce high-confidence results, are based on site-specific data collected by specialists, and are used for all compulsory licensing exercises, as well as for individual license applications that could have a large impact on any catchment, or a relatively small impact on ecologically important and sensitive catchments.

The outcomes of this study will assist the Department of Water and Sanitation in making sound management decisions regarding stressed or over-utilized catchments, and also to ensure that water resources are afforded a level of protection that will assure a sustainable level of utilization for the future. The ToRs seek to appoint a Professional Service Provider (PSP) that will be responsible for conducting the study. The study will include managing the technical component (including technical coordination) as well as the project management component. The appointed PSP can appoint representatives from his/her team to champion the different components although there will be one central reporting to the Client.

The high confidence groundwater Reserve determination study in this catchment shall consist of the following:

- The determination of the groundwater quantity and quality components of EWR and BHN for each of identified groundwater resource units/quaternary catchments;
- Quantification of recharge to the groundwater resource units using appropriate scientific proven methods;
- Quantification of groundwater contribution to baseflow (incl. delayed interflow and groundwater discharge) and groundwater-dependent ecosystems;
- Quantification of the Basic Human Needs (BHN) to be met from groundwater;
- Determination of the quantity of groundwater (i.e. Groundwater Allocation) that can be abstracted from a GRU without impacting the ability of the GRU to sustain the Reserve (BHN & Ecological Reserve);
- Calculation of the Reserve as % of recharge and groundwater allocation (numerical groundwater model) per resource unit;
- Undertake GRDM determinations for identified groundwater resource units and/or groundwater dependent ecosystems; and
- To liaise and integrate results from the GRDM determination studies with that of surface water resource studies, which should include the following tasks:

- ✓ Identification of groundwater dependent ecosystems (rivers, wetlands, estuaries) and the impacts thereof on aquatic ecosystems;
- ✓ Prioritizing the groundwater resource units and/or groundwater dependent ecosystems in terms of the following criteria:
 - Current use;
 - Future potential use; and
 - Level of stress (contamination, depletion and abstraction/recharge)
 - Ecosystem threat status.

4. SCOPE OF WORK

The appointed PSP will determine the groundwater quantity and quality component of the EWR and BHN for each of identified resource units/quaternary catchments using the procedures as outlined in the RDM manuals.

4.1 Project Inception

This phase provides the PSP and the DWS with the opportunity to have a common understanding of the project objectives. The aim of this task is for the PSP to initiate the project, mobilise the project team and consult with the Client regarding the development of a project Inception Report. Thus the role of the PSP will be to identify, assess and understand the nature and scope of the project and to ensure that it is in line with the DWS requirements. The PSP is also expected to document all the relevant information currently available on the study area.

All aspects must be formulated into a Project Plan to be included in the Inception Report which will serve as a baseline from which progress can be monitored, evaluated and controlled against defined goals and performance measures including cost, time, and quality. The Project Plan should also cover all aspects of the project in sufficient detail to support work authorisation and execution, taking due note of the phased approach. The Inception Report will form part of a contract between the Client and the PSP. Upon approval of the Inception report by Client, the project will commence with the implementation phase.

4.2 REVIEW OF WATER RESOURCES INFORMATION AND DATA GATHERED

In this task, the existing literature, reports, models, maps, aerial photographs and any other relevant information for the study area, that are supportive to the determination of the groundwater quantity and quality components of the Reserve, will be reviewed. It is expected that this task be run concurrently with the inception phase as the outcome of the information gap analysis will guide the rest of the project programme. This task therefore includes the following:

- Undertake a gap analysis and compile recommendations on how to deal with information and data gaps;
- List available water resource models and evaluate their applicability in this study; and
- Review all previous studies undertaken for the catchment including water resource planning, EWR and BHN determinations, classification of water resources and setting of RQOs, water quality, socio-economic, augmentation and reconciliation

strategies.

Data (i.e. available data) integrity, reliability and representivity are key requirements to set the confidence levels and implement the GRDM methodology.

4.3 RESERVE DETERMINATION

In this phase the eight step procedure to determine the EWR and BHN components must be followed. The determination process must be extended to all groundwater dependent ecosystems in the catchment. The PSP will be expected to undertake the tasks and activities as described in the project plan in accordance with the approach and methodologies proposed in the Inception Report. Some of the tasks that form the core of the study include the following:

- Conduct site selection and delineation of groundwater resource;
- Determine the EWR and BHN components at comprehensive level for groundwater. The results from this task should be summarised in a table format;
- Ensure the integration of the ecological requirements and groundwater;
- Ensure the estimation of the following groundwater resource units and/or groundwater dependent ecosystems:
 - ✓ Recharge;
 - ✓ Baseflow;
 - ✓ Groundwater dependant population and the associated BHN component;
 - ✓ Status category, recommended category, management option and stress index;
 - ✓ EWR availed from baseflow;
 - ✓ Allocable groundwater; and
 - ✓ Groundwater quality component.

The results from these tasks shall be aligned to quaternary catchments and summarised in a tabular format.

- Assist in the compilation of the monitoring programmes for groundwater resources of the catchment;
- Analysis of groundwater quality using (e.g. Piper and Durov diagrams, contour maps) and its vulnerability due to irrigation return flows and other possible impacts;
- Localised pollution (i.e. agriculture consumes large quantities of water and also contaminates groundwater resources in some locations);
- Appoint an independent reviewer in liaison with the client for the review of the study reports;
- Ensuring that all study documents, including specialists reports are received in the format and quantities described and that all the project files are completed and transferred to the DWS; and
- The final report should also contain information on the prescribed capacity building program and implementation thereof, for HDIs where available, and the skills transfer to the DWS personnel with respect to different fields of study.

4.4 PROJECT MANAGEMENT OF THE STUDY

The study will be carried out under the guidance of a Project Management Committee comprising of representatives from the Client and the PSP. The PSP shall submit written progress reports to members of the PMC at least seven days before the PMC meeting date. They shall also present this information at the PMC meetings in a format agreed with the Client during the Study Initiation and Design phase. As a guide, the PSP should plan for reporting at PMC meetings over a 24 month study period. Participation by the technical team leaders at other ad-hoc meetings should also be budgeted for. Secretarial services at PMC meetings shall be provided by the PSP.

4.5 REPORTING

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

- Progress reports, technical memoranda and other material necessary to properly inform the Client and other stakeholders. Progress reports required for the project management meetings 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 and cash flow estimates;
- The progress reports shall be submitted every month;
- Ensure that a complete record of proceedings of the project management meetings is maintained and appropriately archived;
- Technical progress should be provided after each defined deliverable in the form of an interim milestone report. These reports shall describe the procedures and methodologies followed and the results achieved. The latter shall be prepared and submitted to the Client according to the milestone programme. These reports will be used as supporting documents to write the main report;
- Report on project progress (financial, technical and human resources) at project management meetings and at other forums. All the payments by the Client should be done for specific deliverables by the PSP. The payments should also be synchronised to the project milestones and timelines; and
- In addition to monthly reporting, the technical report should be provided after each defined deliverable and will need to be approved by the Client.

4.6 CAPACITY BUILDING

In terms of building capacity and ensuring skills transfer in the DWS, the PSP must establish a capacity building programme aligned to the skills development needs of identified officials responsible for water resources management in the study area, as part of the inception report.

This programme should include specific quantifiable measures to ensure that capacity building takes place throughout the project. Capacity building can be realised through the following mechanisms, namely:

- The PSP must establish a capacity building programme aligned to the skills development needs of identified officials in order to ensure skills transfer in the

- DWS. The programme must be in line with the Client's needs;
- Participation of the DWS officials to ensure active sharing of ideas and contribute to the broadening of the RDM skills base. The PSP must mentor officials from the beginning of the project until the end in each field of specialty;
 - The PSP must conduct capacity building thoroughly and in detail such that officials who are capacitated will be able to also conduct Reserve determination studies in future;
 - Local specialists and stakeholders (e.g. Local Authority, Environmental Groups, etc.) must be involved in the project. Through their participation, these groups must develop an understanding of water resource protection through the EWR and BHN component determination methodologies and its relevance. This will also assist in the enhancement of their understanding of the concepts of integrated water resource management and sustainable development.

The PSPs must involve the DWS officials from data collection, running of the model/tools and analysis and interpretation of the results generated from these tools and train them on the following Reserve determination processes and tools:

- ✓ Groundwater Resource Unit Delineation (GRU);
- ✓ Groundwater modelling (conceptual, numerical etc.);
- ✓ Recharge estimation per delineation (GRU);
- ✓ Baseflow estimation per delineation (GRU); and
- ✓ Determination of the groundwater component/contribution to Baseflow.
- ✓ Groundwater quality modelling (PHREEQC) etc. – dryland salinity.

5. DELIVERABLES

Component	Deliverables
Project Inception	• Inception Report which includes - Integrated work programme - Capacity Building and mentorship programme - Monthly expenditure projections - List of stakeholders/stakeholder engagement plan - Scheduling of PMC meetings bimonthly and PSC meetings quarterly.
Information and Data Gathering	• Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements • Inventory of current water resources models and their applicability, other studies in the catchment and/or any relevant data that can aid in producing the results and improve the confidence level of the study results.

Component	Deliverables
Groundwater Reserve Determination	• Site selection and delineation of resource units/integrated units of analysis • Report on reference conditions, present ecological status and the ecological importance and sensitivity of each of the selected sites for all the water resources. • Report on the BHN and EWR (aligned with the classification procedure). Since this is a high confidence study, the PSP should not assume that the entire population depends on groundwater, when determining the BHN. The PSP must be able to establish the population that depends on groundwater and that depends on surface water. • Estimation of recharge, baseflow, stress index, allocable groundwater • Determination of groundwater quality component of the BHN • EWR and BHN component templates. • Effect of artificial recharge (reduction of stress index)
Communication and liaison	• Stakeholder database and schedule of meetings • Meeting documentation and archiving
Capacity Building	• Detailed programme of capacity building • Progress reports during study execution • Training Manuals
Study management and co-ordination	• Arranging and taking minutes of Project Steering Committee (PSC)/ Project Management Committee (PMC) meetings and Technical Task Group Meetings • Monthly invoicing • Monthly and quarterly progress reports

Component	Deliverables
Project Closure	• Main report and all other technical reports • Close out report (achievements Maintain record of decisions) • External reviewer's report • Electronic information and data (including spatial data)

The tabulated deliverables should indicate the time frames reasonable to meet the deadlines and expected timelines of the project and project life cycle. The appointed PSP will be expected to travel to the Western Cape Province, for site visits and project meetings.

6. PSP TEAM COMPOSITION

It is advised that the PSP team consists of individuals that are qualified and experienced in integrated water resource management and protection.

7. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS

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

- A detailed understanding of the Terms of Reference for the project;
- A work breakdown structure containing a list of tasks needed to execute the project, as well as personnel rates estimates associated with the team members.
- Proposed Project Schedule in a Gantt format;
- A list of deliverables i.e. reports, data and electronic copies;
- Proposed project team, team leader and availability of the individual consultant team members. Submission of curricula vitae are required of all persons whom the bidder proposes to... in executing the tasks as well as the original tax clearance of each team member;
- A reasonable cost estimate (ceiling price) for the project, including VAT. The overall cost of the project must also include the escalations, making it an all-inclusive budget; and
- The Employment Equity Policy of the consultant firm.

The written project proposal will be evaluated on the following criteria:

- Past Experience on previous relevant 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;
- Methodology considers the responsiveness to the Terms of Reference, the level of detail in the proposal, attention to project management and innovative approaches and ideas;
- Team Capability considers the technical and professional skills of the project team, regional knowledge and proven conceptual abilities (supported

- by other client references if needed);
- A description of how skills will be transferred to meet the developmental needs of individuals in the Departments;
- HDI Participation promotes the participation (in terms of direct project involvement and fees earned) of Historical Disadvantaged Individuals (HDIs). It is considered more important in the smaller projects to build capacity and promote Small Micro Medium Enterprises (SMMEs);
- Proportionate to the participation rate that is proposed. Again gender and disability needs to be taken account of; and
- Study budget and costing should be based on deliverables received and approved. The budget shall contain sufficient detail to allow expenditure to be monitored in relation to progress. The budget will be submitted as a separate document, but should be tied to the proposed programme of the works.

8. EVALUATION SYSTEM

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2017, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A four phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Pre-Qualification Criteria

Phase 2: Administrative Compliance

Phase 3: Functional / Technical Evaluation

Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System)

Phase 1:

PREQUALIFICATION CRITERIA

The following prequalification criteria will be applicable:

- Only bidders who are EMEs or QSEs will be considered for this bid

NB: Bidders who do not qualify with the prequalification criteria will be disqualified and not considered for phase 2.

**Phase 2:
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.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8, SBD 9		
4	General Conditions of Contract (GCC)		

Phase 3: Functional/Technical Evaluation

Only bidders who obtain at least 65% under Functional /Technical Evaluation will be considered for further evaluation.

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Team capability/ Qualifications/ Expertise	Considers the technical and professional skills of the project team, availability of the full project team for the duration of the project, regional knowledge if relevant and proven conceptual abilities (supported by other client references if needed). Abbreviated Curriculum Vitae (CV's) of all personnel, not longer than one page each, shall be included in an Appendix. Expertise and qualifications is needed in each of the following study components: 1. Hydrology; 2. Hydrogeology; 3. Water resource modelling and decision analysis; 4. Geographic Information System (GIS); and 5. Ecology/Geomorphology.		30%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	All 5 items above included.	5		
	Item 1, 2, 3 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
Experience of key personnel	Refers to previous relevant projects and overall track record of the four key personnel as listed below: 1. Hydrogeologist; 2. Hydrologist; 3. Water resource modeller; and 4. Ecologist/Geomorphologist. It should be noted that past experience is realistically linked to individuals rather than firms in the case of professional services. Listing of client references indicating the following: - A minimum of two (2) contactable references - The services rendered and the duration of the project (attach a certificate / Testimonial).		20%	
	Four key personnel with 5 years' experience and above	5		
	Three key personnel with 5 years' experience and above	4		
	Two key personnel with 5 years' experience and above	3		
	One key personnel with 5 years' experience and above	2		
	No key personnel with 5 years' experience and above	1		
Skills transfer	In terms of building capacity and ensuring skills transfer in the DWS, the PSP will be responsible for establishing a capacity building programme aligned to the skills developmental needs of identified officials responsible of water resources management in the study area. Capacity building is realised through the following: 1. Hands on practical training including field work; 2. Inclusion of DWS officials in all phases of the project; 3. Develop a capacity building programme with quantifiable measures; 4. Relevant software training and training manuals; and 5. Inclusion of local specialists and stakeholders		20%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Skills transfer	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		
Methodology	The methodology will be evaluated on the following: 1. Responsiveness to the Terms of Reference; 2. Level of detail to the proposal; 3. Attention to project management; 4. Innovative approaches and ideas; and 5. Applicability of the methodologies in water resource management.		30%	
	All 5 items above included.	5		
	Item 1, 2, 4 and 5 included.	4		
	Item 1, 2, 3 and 4 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above should be included	1		
TOTAL			100%	

Phase 4: The 80/20 Price and Points awarded for B-BBEE Status Level of Contribution

The 80/20 point system will be used in evaluating all proposals.

Price

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

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

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

Preference (B-BBEE Status Level of Contribution)

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Conditions:

- Bidders are kindly requested to submit two copies plus the original.
- Bidders are requested to provide a clear agreement regarding joint venture (JV)/consortia where applicable. The percentage involvement of each company in the joint venture should be indicated. A B-BBEE Single Certificate will be presented in an event of a JV being formed for this specific project.

PROJECT MANAGEMENT ARRANGEMENTS

9.1 PROJECT MANAGEMENT COMMITTEE

The Project Management Committee will comprise of individuals from Chief Directorate: Water Ecosystems, other DWS Directorates as well as the PSP and other relevant stakeholders.

9.2 DATA OWNERSHIP

All maps, drawings, reports, data (including spatial data), calculations, and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof. Copyright of all such documents vests with the Client. The ownership of data and factual information collected by the PSP and paid for by the Client shall, after payment by the Client, lie with the Client. The format in which the data is to be provided to the client should be in accordance with the departmental requirements.

9.3 CONTRACT AND INVOICES

The project timeframe is 24 months from the date of signing of the contract. The PSP will be required to submit invoices per deliverables and all payments will be made upon signed deliverables being completed.

EXTERNAL REVIEWER

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

N.B ALL PROSPECTIVE BIDDERS ARE REQUESTED TO SUBMIT/ PROVIDE BOTH HARD COPIES(x2) AND A SOFT COPY ON A USB OR DISC OF THEIR COMPLETE BID DOCUMENT. THIS IS DUE TO CURRENT PREDICAMENT WE FIND OURSELVES IN DUE TO COVID 19

BRIEFING SESSION AND ENQUIRIES

- Due to the COVID restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.
- In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office.
- Service Providers will submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website www.dwa.gov.za

For technical enquiries contact Mr. Philani Khoza or Mr Kwazikwakhe Majola or Mr Yakeen Atwaru on the following numbers: 012-336-7866 or 012-336-7105 or 012-336-7816 or emails: khozap@dws.gov.za or majolak@dws.gov.za or atwaruy@dws.gov.za , respectively.

For Supply Chain Management enquiries contact: Mr. Patrick Mabasa, 012-336-7518
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