



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

REQUEST FOR BID

REQUEST FOR BID NUMBER: WP11446

DESCRIPTION

**REFINEMENT OF STRATEGIC GROUNDWATER SOURCE AREAS OF SOUTH AFRICA FOR THE
PERIOD OF 36 MONTHS**

ISSUE DATE:

27 JULY 2023

CLOSING DATE:

29 AUGUST 2023

TIME: 11:00

SUBMIT TENDER DOCUMENT

TO

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001**

OR

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

TENDERER: (Company address and stamp)

**COMPILED BY: JACOB MABUSELA
DEPARTMENT OF WATER AND SANITATION**

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. if this happens, please notify the Department.



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

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

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

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
ANNEXURE A3 PRICING SUBMISSION.	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal in line with the Specifications must be attached	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11446	CLOSING DATE:	29 AUGUST 2023	CLOSING TIME:	11H00
DESCRIPTION	REFINEMENT OF STRATEGIC GROUNDWATER SOURCE AREAS OF SOUTH AFRICA FOR THE PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Dr STANLEY NZAMA	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 6501	
CELLPHONE			CELLPHONE		
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	nzamaS@dwa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: WP11446
CLOSING TIME 11:00	CLOSING DATE: 29 August 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Bid No.:

Name of Bidder:

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

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

TOTAL: R.....

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

7. Estimated man-days for completion of project

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

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

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

*(DELETE IF NOT APPLICABLE)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

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

3 DECLARATION

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

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

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

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 90/10 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 90/10 Preferential Procurement System will be used in evaluating these bids:

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

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

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

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint
Venture
Full CSD Report

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

Whenever

there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

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 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.dwa.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 The DWS reserves the right to not make an award on any of the responses to this Bid.

35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.

35.10 All bid documents should be hand delivered and deposited into 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.

35.11 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):



DEPARTMENT: WATER AND SANITATION

**REFINEMENT OF STRATEGIC GROUNDWATER SOURCE AREAS OF
SOUTH AFRICA FOR THE PERIOD OF 36 MONTHS.**

TERMS OF REFERENCE

2023

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

Republic of South Africa

PROJECT NO:

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 BACKGROUND	1
1.2 STUDY AREA	3
1.3 STUDY MOTIVATION.....	4
2. AIMS AND OBJECTIVES OF THE PROJECT	5
3. SCOPE OF WORK / METHODOLOGY.....	6
3.1 PROJECT INCEPTION.....	6
3.2 WATER RESOURCE INFORMATION AND DATA GATHERING	6
3.3 REFINEMENT OF SWSA FOR GROUNDWATER	7
3.4 COMMUNICATION AND LIAISON.....	7
3.5 REPORTING	8
3.6 CAPACITY BUILDING	8
4. DELIVERABLES	9
5. PSP TEAM COMPOSITION.....	10
6. SERVICES TO BE PROVIDED BY THE DEPARTMENT	10
7. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS.....	11
8. ADMINISTRATIVE COMPLIANCE.....	11
9. EVALUATION SYSTEM.....	11
10. PROJECT MANAGEMENT ARRANGEMENTS	21
10.1 PROJECT MANAGEMENT COMMITTEE.....	21
10.2 PROJECT MANAGER	21
10.3 DATA OWNERSHIP	21
10.4 CONTRACT AND INVOICES.....	21
11. EXTERNAL REVIEWER	22
12. FURTHER INFORMATION	22

REFINEMENT OF STRATEGIC GROUNDWATER SOURCE AREAS OF SOUTH AFRICA

1. INTRODUCTION

1.1 BACKGROUND

Chapter 3 of the National Water Act, 1998 (Act 36 of 1998), "NWA", is devoted to the comprehensive protection of water resources. Protection involves sustaining the quantity and quality of a water resource to maintain the overall ecological functioning of rivers, wetlands, groundwater and estuaries. This Chapter of the NWA introduces a series of measures which are intended to protect all water resources. The Department of Water and Sanitation (DWS) is the custodian of all water resources in the country, tasked to ensure that they are protected in a sustainable and efficient manner. This is inclusive of Strategic Water Source Areas (SWSAs) which require protection as they provide water supply to more than 50% of the country.

In 2013, the Water Research Commission (WRC) with assistance from World Wide Fund for Nature in South Africa (WWF SA) and the Council for Scientific and Industrial Research (CSIR) completed a study to delineate Strategic Water Source Areas, with a focus on surface water only. The delineated SWSAs were then included in the National Water Resource Strategy (NWRS) 2 of 2013 as areas needing protection. Subsequently, in 2018, through a study by WRC 22 SWSA for surface water (SWSA-sw) were identified. The study furthermore included a groundwater component for the first time where 37 SWSA for groundwater (SWSA-gw) were identified at national/broad scale. At that time, the definition of SWSAs was accepted to be the areas of land that either:

- a) Supply a disproportionate (i.e. relatively large) quantity of mean annual surface water runoff in relation to their size and so are considered nationally important;
- b) Have high groundwater recharge and where groundwater forms a nationally important resource; or
- c) Areas that meet both criteria.

The 22 SWSA-sw identified and delineated for South Africa constitute the 10% of the land area of South Africa, Lesotho and Eswatini that supply 50% of the water to South Africa. The newly defined groundwater SWSAs cover around 9% of the land surface of South Africa. They account for up to 42% of the river baseflow generated by these water source areas and have a key role in sustaining surface water flows during the dry season. The total groundwater recharge (replenishment) for South Africa is estimated to be 34 912 million m³/a, and the recharge generated within surface water SWSAs is 11 675 million m³/a (33%) whereas the groundwater SWSAs generate 5397 million m³/a (15%). Regarding SWSA-gw, one issue became the relative under-estimation of recharge accounted for. This was attributed to the delineation method, in which only the areas of overlap between high recharge and high levels of use or dependence were considered at the national level. Furthermore, transboundary aquifers were considered, but did not meet the criteria established for national SWSA-gw.

The Department of Forestry, Fisheries and the Environment (DFFE), together with numerous partners such as the DWS, WWF, CSIR and the South African National Biodiversity Institute (SANBI) have since refined the boundaries of the SWSA-sw and are now in the process of securing them through the implementation of mechanisms which have been categorized into enabling mechanisms (such as legislative amendments, research, land use planning and policy development), implementation mechanisms ((such as legal protection through protected areas declaration and the determination of the Reserve and RQOs) and reflective mechanisms (which include communication and monitoring and evaluation). A similar refinement exercise has not taken place for groundwater since the existing areas were delineated at a national scale in 2018. Therefore, this study is focused on SWSAs for groundwater. The existing SWSA-gw identified during the 2017 study are listed on Table 1 and are shown in Figure 1.

Table 1: Strategic Groundwater Source Areas (SWSA-gw) delineated at a national scale

1. Bo-Molopo Karst Belt	13. Ixopo/Kokstad	25. Sandveld
2. Cape Peninsula and Cape Flats	14. Kroondal/ Marikana	26. Sishen/Kathu
3. Central Pan Belt	15. Kroonstad	27. Southern Ghaap Plateau
4. Coega TMG Aquifer	16. KwaDukuza	28. Southwestern Cape Ranges
5. Crocodile River Valley	17. Letaba Escarpment	29. Soutpansberg
6. De Aar Region	18. Northern Ghaap Plateau	30. Transkei Middleveld
7. Eastern Kalahari A	19. Northern Lowveld Escarpment	31. Tulbagh-Ashton Valley
8. Eastern Kalahari B	20. Northwestern Cape Ranges	32. Upper Sand (Polokwane) Aquifer System
9. Eastern Karst Belt	21. Nyl and Dorps River Valley	33. Ventersdorp/Schoonspruit Karst Belt
10. Far West Karst Region	22. Overberg Region	34. Vivo-Dendron
11. George and Outeniqua	23. Phalaborwa	35. West Coast Aquifer
12. Giyani	24. Richards Bay GW-Fed Estuary	36. Westrand Karst Belt

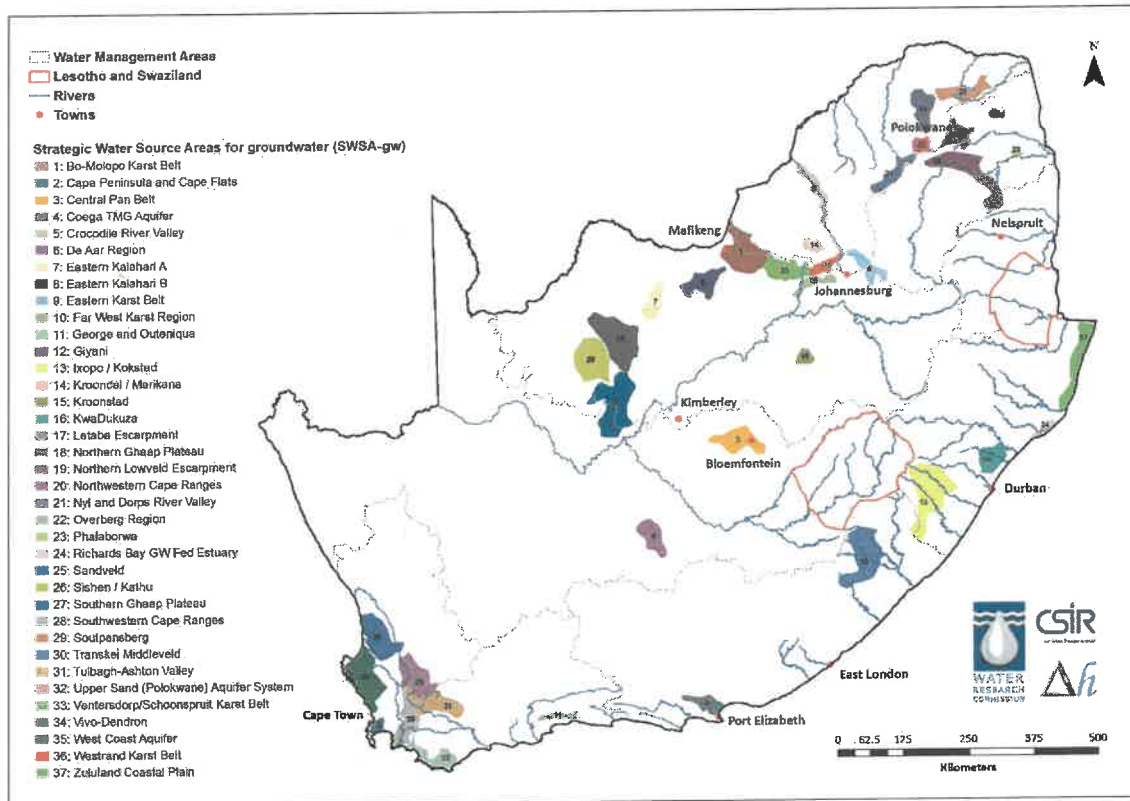


Figure 1. Overview of the 37 national Strategic Water Source Areas for groundwater

1.2 STUDY AREA

The geographic extent of this study is country-wide. There are four types of aquifers in South Africa and the surrounding countries, based on geological and hydrogeological properties. These are Intergranular, Fractured, Intergranular and Fractured, and Karst aquifers, as well as alluvial/coastal aquifers. According to DWA (1998), only about 10 % of South Africa's groundwater is found in intergranular (primary) aquifers; the rest is found in secondary aquifers where water movement is controlled by preferential pathways such as cracks, fractures, faults, joints, and dissolution channels (in case of dolomites). The country experiences different rainfall & temperature patterns with the north-western parts being the driest compared to the eastern and southern parts (mainly coastal). This results in varying recharge patterns and recharge mechanisms for different regions.

South Africa experiences arid to semi-arid climatic conditions, which implies water scarcity. It is also prone to extreme events e.g., droughts experienced recently from 2014 to 2017, with some pockets still undergoing the dry spell. Some of the existing SWSA-gw are affected by high drought risk, especially in the north-west regions.

South Africa generally receive between 200 and 400 mm of rainfall per year on average. This includes large parts of the Northern Cape, Western Cape, Free State, and Northwest provinces, as well as parts of the Eastern Cape, Mpumalanga, and Limpopo provinces. Some areas in the western interior of South Africa, particularly the Karoo region, receive less than 200 mm of rainfall per year, making them among the driest areas in the country. In addition to national aquifers, South Africa shares nine known transboundary aquifers with neighboring countries. Some of them fall within conservation areas but others do not, with their sources (recharge zones) falling outside of the country. In these cases, cooperation among sharing countries is of utmost importance to ensure sustainable management and adequate protection. This is not always the case, and data and information among sharing countries are mostly not on the same par for such to happen. Nonetheless, since they form part of South Africa's water resources, they have to be afforded appropriate protection.

1.3 STUDY MOTIVATION

Sections 14 to 17 of the NWA makes provision for protection of the nation's water resources, including groundwater resources by assigning (i) ecological water requirements (EWR) i.e., by protecting that portion of groundwater required by surface waters for their functioning and (ii) by ensuring water for basic human needs is safeguarded, collectively known as the Reserve. The newly defined Strategic Water Source Areas for groundwater cover around 9% of the land surface of South Africa but account for up to 42% of the baseflow in the respective catchments and have a key role in sustaining surface water flows during the dry season, this way ensuring that EWR are met. About 24% of this area delineated as SWSA-gw overlaps with the updated areas delineated as SWSA-sw. About 24% of the settlements that are reliant on groundwater lie within SWSA-gw, equivalent to 10% of all settlements in South Africa covering the basic human needs component for those communities.

SWSA-gw supply about 46% of groundwater for agriculture and 47% for industrial purposes in the country. Moreover, 8% of economic centres are situated within national SWSA-gw. Only 11% of all the SWSAs are under Protected Areas. Groundwater over-abstraction (mainly localized) has been observed in some areas, partly due to a lack of awareness of this resource among local government and communities, which leads to inadequate management. Groundwater over-abstraction are also caused by other factors (i.e.) population growth and urbanisation, agricultural and industrial demand, and climate change impacts). So, what are the implications of climate change for aquifer-level groundwater sources in South Africa, and how can adaptive management strategies be developed to address these implications should be considered. Groundwater contamination is also a problem, especially in areas with mining and agricultural activities. Both these factors lead to impacts on groundwater availability to humans and the environment. With dropping groundwater levels and pollution, groundwater-dependent ecosystems are unable to access the water required to sustain their ecological character, and thus are negatively impacted. SWSA-gw are currently not immune to these challenges, which is the reason they should be afforded protection for food and water security purposes.

Groundwater furthermore plays a vital role as part of a water mix in climate change mitigation strategies. Assessments of climate change impacts focused on SWSA-gw would be crucial for water security and would also assist in prioritisation of restoration and protection of these areas. The definition of clear delineated boundaries for SWSA is seen as an essential first step towards securing these areas. Whilst the 2018 Study was able to broadly identify the SWSA-gw there are a number of gaps which need to be addressed in order to refine these areas. The SWSA-gw coincide with vulnerable aquifers, ranging from low to highly vulnerable, based on aquifer locality, meaning from a quantity perspective some SWSA-gw are vulnerable. Groundwater quality was not incorporated in the recent study whilst the availability of groundwater is strongly influenced by this factor. There is a need to incorporate this aspect in the methodology.

In addition, several areas with sole groundwater supply did not form a groundwater source area (strategic or otherwise) because of the criteria followed in the recent study. They are (arguably) not areas of national significance yet they rely on groundwater and hence their resource should be protected. This warrants a review of criteria. The 2018 study recommended that the DWS, DFFE and the WRC adopt and champion the concept of SWSAs and that a programme be developed and promoted to ensure that these become part of the public domain. The value and importance of SWSAs must be popularised, recognised, and adopted as essential to the sustainable future water supply and water security in South Africa. Moreover, the national-level SWSAs have been identified and the same process needs to be taken up at the Water Management Area and sub-WMA levels. For groundwater, aquifer-scale assessments are appropriate. The updated/refined SWSA-gw information detail will add value towards the implementation of the DWS' National Water Resources Strategy, and the National Groundwater Strategy.

Effective groundwater protection in the SWSAs (and everywhere groundwater is used) requires a range of measures including protecting recharge areas by addressing land use and land management practices, especially to prevent sealing of surfaces, and protecting the soils to maintain water infiltration, percolation and aquifer recharge and prevent contamination. Well-field protection zones must be identified and implemented for all domestic supply schemes, and abstraction managed to ensure that it does not have significant adverse impacts on aquifer integrity. The above-mentioned issues prompted the initiation of this study.

2. AIMS AND OBJECTIVES OF THE PROJECT

The main aim of the project is to refine SWSA-gw into aquifer scale using the 2018 study outputs as baseline information. The objectives are to:

- i) Develop a scientifically acceptable methodology for the delineation of SWSA-gw, for both national and transboundary aquifers/aquifer system; and inclusive of the groundwater quality aspect;
- ii) Review and refine the scale of SWSA-gw to aquifer level; and
- iii) Develop an approach for the protection and management of the refined SWSA-gw.

In undertaking these activities, the processes must be consultative as well, such that all interested and affected parties, stakeholders, water users, etc., are kept abreast with the developments.

3. SCOPE OF WORK / METHODOLOGY

The scope of work is mainly the refinement of strategic water source areas for groundwater to aquifer scale, guided by the activities discussed below.

3.1 PROJECT INCEPTION

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

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

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

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

3.2 WATER RESOURCE INFORMATION AND DATA GATHERING

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

- Review available tools for methodology refinement and delineation of SWSA-gw and evaluate their applicability in this study.
- Review all related previous studies and protection & management plans for SWSA-gw.
- Compile recommendations on how to address issues relating to data and information gaps.
- It is expected that the PSP must build the uncertainty and related risks that may lead to data and information shortfalls/gaps into the project plan and incorporate the price in order to avoid future re-adjustment of the project budget and plan.

3.3 REFINEMENT OF SWSA FOR GROUNDWATER

This task forms a major component of the study and will result in aquifer level SWSA-gw, using the appropriate approach. This task will include, but not limited to:

- The status quo assessment of strategic water source areas, with a focus on groundwater;
- Broadly determine the threats to groundwater in the refined SWSA-gw;
- Re-visit the methodology used to delineate existing SWSA-gw and refine them with the scale objective in mind;
- Consideration of the groundwater quality component in the approach;
- Consideration of incorporation of transboundary aquifers in the approach;
- Actual delineation of SWSA-gw;
- Development of the approach for protection and management of these SWSA-gw;
- Robust stakeholder engagement throughout the project, especially on important milestones such as the proposed methodology, the delineation process, and the protection approach;
- Capacity building and skills transfer to relevant officials in the Department.

3.4 COMMUNICATION AND LIAISON

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

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

- Consolidated stakeholder database. The stakeholder database from the previous SWSA study can be used as an initial source;
- Establishment, in consultation with the Client, of appropriate institutional arrangements to facilitate the progress of the project;
- All logistics, (invitations; venue; catering and taking minutes) of meetings with external stakeholders are a responsibility of the PSP;
- Sectoral Meetings/Workshops;
- Project Management Committee (PMC): these meetings should at least be held on a quarterly basis but aligned to key deliverables/activities. The DWS will be responsible for organising PMC meetings and capturing minutes. The PMC will be comprised of relevant Departmental officials, CMA officials, and the PSP team. These officials will be identified by the DWS Project Manager. Twelve (12) PMC meetings will be held throughout the project.

- **Project Steering Committee (PSC):** The PSC will be comprised of members from various sectors with interest in the project; their role is to provide strategic direction and guidance on the study process and tasks; they also serve as representatives of their stakeholder bodies and organisations and are therefore expected to report back to their organisations on an ongoing basis regarding the study decisions and results. The PSP will be responsible for all the logistics of PSC meetings. Six (6) PSC meetings will be held throughout the project.
- **Broad/public stakeholder meetings in centralised locations:** This comprises two rounds of public meetings, that is, initial meetings used to introduce the study and second round of meetings to provide the outcomes of the study. Invitations for public meetings must be advertised in local newspapers and radio stations by the PSP.
- **Technical Task Team meetings (ad-hoc meetings)** to deal with specific technical issues rising during the study, comprising of specialists in the subject at hand.
- The PSP must quote the Department for hybrid and in-person formats of meetings. In a case of a hybrid meeting, the Project Team must be at the venue, and attendees can join online. Where virtual meetings are held, the PSP will only charge the Department the cost for a virtual meeting. Consolidated issues and response reports for each stakeholder engagement must be produced.

3.5 REPORTING

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

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

3.6 CAPACITY BUILDING

In terms of building capacity and ensuring skills transfer in the DWS, the PSP must establish a Capacity Building Programme aligned to the skills development needs of

identified officials responsible for water resources management and protection, as part of the Inception Report. This programme should include specific quantifiable measures to ensure that capacity building takes place throughout the project, through mentoring, workshops and site visits.

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

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

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

- Groundwater/Geohydrology
- Groundwater resource modeling and decision analysis
- Groundwater quality
- Groundwater-surface water interaction

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

4. DELIVERABLES

Table 2: Tasks and expected deliverables.

Task	Deliverables
Project Inception	<ul style="list-style-type: none"> ❖ Inception Report: <ul style="list-style-type: none"> • Integrated work programme • Capacity building and mentorship programme • Stakeholder engagement plan
Information and Data Gathering	<ul style="list-style-type: none"> ❖ Gap Analysis Report: <ul style="list-style-type: none"> • Report detailing the water resource information gap analysis and recommendations to address outstanding data requirements • Inventory of current water resources tools and their applicability
Refinement of Strategic Water Source Areas for groundwater (SWSA-gw)	<ul style="list-style-type: none"> ❖ Report on the status quo of SWSA with a focus on groundwater ❖ Report on updated/refined methodology, also incorporative of: <ul style="list-style-type: none"> • groundwater quality component • transboundary aquifers ❖ Report(s) on delineated SWSA-gw refined to aquifer level and associated refined

	spatial layer, with a metadata ❖ Report on developed approach for protection and management of newly defined SWSA-gw
Communication and liaison	❖ Stakeholder database and schedule of meetings ❖ Meetings' documentation and archiving ❖ Record of stakeholder issues and responses
Capacity Building	❖ Detailed programme of capacity building ❖ Training manuals
Study management and co-ordination	❖ Arrangement and minutes for Project Steering Committee meetings, Technical Task Group meetings, and Stakeholder engagements ❖ Progress reports during study execution ❖ Maintain record of decisions ❖ Invoicing of defined milestones
Project Closure	❖ Integrated Main Report ❖ Project Close-out Report upon completion ❖ Electronic database/library of all available data and information collected & generated during the study, including shapefiles and metadata

5. PSP TEAM COMPOSITION

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

- Geohydrology/Hydrogeology
- Groundwater resource modelling and decision analysis
- Groundwater quality
- Groundwater-surface water interaction
- Groundwater protection
- Groundwater ecology
- Geographical Information System
- Stakeholder involvement and public participation Practitioner

6. SERVICES TO BE PROVIDED BY THE DEPARTMENT

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

7. GUIDELINE FOR THE PREPARATION OF PROJECT PROPOSALS

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

- a. A detailed understanding of the Terms of Reference (ToR) for the project.
- b. A work breakdown structure containing list of tasks needed to execute the project, as well as personnel, cost and time estimates associated with the individual.
- c. Proposed project schedule in a Gantt chart.
- d. A list of deliverables i.e. reports, data and electronic copies.
- e. Proposed project team, team leader and availability of the individual consultant team members. Submission of curriculum vitae of all persons whom the bidder proposes in executing the tasks as well as the valid original tax clearance of each subcontracted companies.
- f. A reasonable cost estimate (ceiling price) for the project, including VAT.

8. ADMINISTRATIVE COMPLIANCE

BIDDERS ARE REQUIRED TO COMPLY WITH THE FOLLOWING LISTED BELOW:

N	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 3.3, SBD 4, SBD 6.1		

9. EVALUATION SYSTEM

The department will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act 5 of 2000, with special reference to Preferential Procurement Regulations promulgated in 2022. A copy of the PPR regulations can be downloaded from www.treasury.gov.za. In accordance with the PPR, submissions will be adjudicated on 80/20 points system and three-phase evaluation criteria will be considered in evaluating the bid:

Phase 1: Mandatory Compliance

Phase 2: Functional / Technical Evaluation

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

PHASE 1: MANDATORY COMPLIANCE

Please note that all bidders must **comply** with the following mandatory requirement. Failure to submit the document listed below **will** render your bid non-responsive and will be **disqualified**.

DESCRIPTION	COMPLY	DO NOT COMPLY
<p>Attach a valid certificate as proof of Professional membership registration with:</p> <ul style="list-style-type: none"> - South African Council of Natural Science Professions (SACNASP) and/or - Engineering Council of South Africa (ECSA), <p>This is applicable to the following compulsory fields of expertise of the study: Geohydrology/Hydrogeology; Groundwater resource modelling and decision analysis; Groundwater quality; Groundwater-surface water interaction; Groundwater protection; Groundwater ecology; Geographical Information Systems.</p>		

PHASE 2: FUNCTIONAL / TECHNICAL EVALUATION

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

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	<ul style="list-style-type: none"> Engineering (any field) Professional membership registration: <ul style="list-style-type: none"> South African Council of Natural Science Professions (SACNASP) Engineering Council of South Africa (ECSA) and/or (Bidders are requested to attach abbreviated <i>Curriculum Vitae</i> , copies of qualifications and proof of valid/current registration with professional bodies as above)			
	Master's Degree and above and proof of registration with authorised body.	5		
	Honours Degree (or relevant Four-year degree), and proof of registration with authorised body.	4		
	Bachelor's Degree and proof of registration with authorised body, B-Tech Degree and proof of registration with professional body/Technologist B-Tech Degree and proof of registration with professional body/Technologist.	3		
	National Diploma and Advanced Certificate.	2		
	NQF 5 and below.	1		
Experience of Project Team Leader	The Project Team Leader should demonstrate knowledge of project management. Project Team Leader must submit signed reference letters with contactable references from previous clients/employer. Reference letter must indicate service rendered, the duration and the value of the project. Note that only completed projects		5%	

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	<p>in relevant studies will be accepted with a minimum value of R500 000. Relevant studies refer to water resource management related studies.</p>			
	5 completed projects in relevant studies	5		
	4 completed projects in relevant studies	4		
	3 completed projects in relevant studies	3		
	2 completed projects in relevant studies	2		
	1 completed project in relevant studies	1		
Qualifications of Team Members	<p>Qualification required for Team Members in the fields of Natural/Environmental Science,</p> <p>Professional membership registration:</p> <ul style="list-style-type: none"> • South African Council of Natural Science Professions (SACNASP) – for scientists • Engineering Council of South Africa (ECSA) – for engineers <p>(Bidders are requested to attach abbreviated <i>Curriculum Vitae</i>, copies of qualifications and proof of valid/current registration with professional bodies as above)</p>		10%	
	Master's Degree and above and proof of registration with authorised body.	5		
	Honours Degree (or relevant Four-year degree), and proof of registration with authorised body.	4		
	Bachelor's Degree and proof of registration with authorised body, B-Tech Degree and proof of	3		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
Expertise of Team Members	registration with professional body/Technologist B-Tech Degree, Advanced Diploma / Post Graduate Certificate and proof of registration with professional body/Technologist		15%	
	National Diploma and Advanced Certificate.	2		
	NQF 5 and below.	1		
	Expertise of Team Members will be realized through their technical and professional skills i.e. ability to function in a multidisciplinary team, understanding professional and ethical responsibility, ability to communicate effectively, and knowledge of the project area in terms of water resource management. Expertise (technical and professional skills) is needed in each of the following study components/fields: 1. Geohydrology/Hydrogeology, 2. Groundwater resource modeling and decision analysis, 3. Groundwater quality, 4. Groundwater-surface water interaction, 5. Groundwater protection, 6. Groundwater ecology, 7. Geographical Information System, 8. Stakeholder involvement and public participation Practitioner, not listed in order of priority. (Bidders are required to attach abbreviated Curriculum Vitae (CV) highlighting the areas of work that the Task Leaders have previously conducted.			
	All 8 study components/fields above included.	5		
	Any 7 study components/fields included.	4		
	Any 6 study components/fields	3		

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	included.			
	Any 5 study components/fields included.	2		
	Any 4 study components/fields included.	1		
Experience of Team Members	Past Experience for project team members refers to previous relevant experience in water resource management related projects and overall track record. It should also be noted that past experience is realistically linked to individuals rather than firms in the case of professional services. A minimum of 6 years' experience is required. (Bidders are required to attach abbreviated Curriculum Vitae (CV))		10%	
	100% areas of expertise as per paragraph 5 have 6 years' experience and above	5		
	80% areas of expertise as per paragraph 5 have 6 years' experience and above	4		
	60% areas of expertise as per paragraph 5 have 6 years' experience and above	3		
	40% areas of expertise as per paragraph 5 have 6 years' experience and above	2		
	20% areas of expertise as per paragraph 5 have 6 years' experience and above	1		
Company Track Record	Companies are required to provide proof that they have facilitated / performed similar projects in water resources management and proof that		15%	

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

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

Criteria	Sub-Criteria	Points Value	Weight of Criterion	Bidder Score
	Item 1, 2, 3 and 4 included.	4		
	Item 1, 3, 4 and 5 included.	3		
	Item 1, 2 and 3 included.	2		
	Any 2 items above included.	1		
TOTAL			100%	

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

PHASE 2: The 80/20 Principle based on Price and Specific Goals.

Price

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

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level	3

1 to 2 which are QSE or EME	
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

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

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

Women, disability, and youth:

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

Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

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

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

Where

PC= Points awarded for specific goal

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

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

Conditions:

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

10. PROJECT MANAGEMENT ARRANGEMENTS

10.1 PROJECT MANAGEMENT COMMITTEE

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

10.2 PROJECT MANAGER

The Project Manager for this study is Dr Stanley Nzama (Scientist Production: Groundwater Reserve Determination).

10.3 DATA OWNERSHIP

All maps, drawings, reports, data including shapefiles with metadata, calculations, and other documents, prepared by the PSP in performing the services for this project, shall become and remain the property of the Client, and the PSP shall deliver all such documents to the Client together with a detailed inventory thereof.

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

10.4 CONTRACT AND INVOICES

The project timeframe is 36 months from the date of signing of the contract. A clear plan on the phases of deliverables must be submitted to facilitate the overall project cost

management. Supporting documentation for each deliverable will be required to allow DWS to comprehensively assess the work done on each study task. The PSP will be required to submit invoices per defined deliverables and all payments will be made upon signed deliverables being completed and approved by the DWS.

11. EXTERNAL REVIEWER

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

12. FURTHER INFORMATION

For technical information contact Dr Stanley Nzama or Mr Kwazikwakhe Majola or Mr Yakeen Atwaru on the following numbers: 012 336 6501 or 012 336 7105 or 012 336 7816 respectively. Email: NzamaS@dwa.gov.za or MajolaK@dws.gov.za or AtwaruY@dws.gov.za.