



## INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY

### **IUCMA/008/REVENUE/2021-Re-Advert APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WATER USE AUDIT, USER DATA UPDATE, AND ENHANCE REVENUE FOR THE INKOMATI-USUTHU WATER MANAGEMENT AREA FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**BID SUBMITTED by:**

Supplier's Name: \_\_\_\_\_

Type of Entity (Public Company/Private Company/Closed Corporation/  
Partnership/Trust/Sole Owner Name: \_\_\_\_\_

Registered name: \_\_\_\_\_

Registration Number (if applicable) \_\_\_\_\_

Physical Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

**BID CLOSING DATE: 02 December 2021 at 11h00am**

**Enquiries:** For technical enquiries contact Dr. T Sawunyama on 013 753 9033 or 082 609 3043 or e-mail [sawunyamat@iucma.co.za](mailto:sawunyamat@iucma.co.za) and for SCM enquiries contact Ms. S Sinugo on Tel: 013 753 9000/064 757 9259 or e-mail [sinugos@iucma.co.za](mailto:sinugos@iucma.co.za)

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**PART T1  
BIDDING PROCEDURES**

**T1.1 Bid Notice and Invitation to Bid**

## **BID NOTICE AND INVITATION TO BID**

The Inkomati-Usuthu Catchment Management Agency (IUCMA) is a body corporate established in terms of section 78 (1) of the National Water Act 36 of 1998, as amended (the Act). The IUCMA is listed in Schedule 3A of the Public Finance Management Act 1 of 1999 (PFMA) as a National Public Entity and is as such required to manage its resources in compliance with the PFMA as amended.

Bids are hereby invited from qualified, competent, and capable bidders to render the following services:

### **IUCMA/008/REVENUE/2021-Re-Advert APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WATER USE AUDIT, USER DATA UPDATE, AND ENHANCE REVENUE FOR THE INKOMATI-USUTHU WATER MANAGEMENT AREA FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Bid documents can be downloaded from the date of advertisement at the Inkomati-Usuthu Catchment Management Agency website [www.iucma.co.za](http://www.iucma.co.za) and e-tender portal website no cost.

#### **Evaluation method:**

80/20 Preference Point Scoring system in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2017 as amended will be used. Submissions will be prequalified using functionality and by verification of compliance with the bid requirements.

Duly completed bid documents with supporting documents must be sealed in an envelope clearly marked the bid number with the name of the bid and deposited in the bid box at IUCMA offices during office hours from 7h30-16h15, Suite 801, MAXSA Building, Streak Street, Mbombela on or before the closing date and time.

**Closing date: 02 December 2021 at 11h00 am, where bids will be opened.**

A compulsory briefing session will take place on the **11 November 2021 at 09h00am** at IUCMA Offices, Boardroom 7<sup>th</sup> Floor, 13 Streak Street, Mbombela

Please note that late, faxed and/or e-mailed bids will not be accepted and considered.

For technical enquiries contact Dr. T Sawunyama on 013 753 9033 or 082 609 3043 or e-mail [sawunyat@iucma.co.za](mailto:sawunyat@iucma.co.za) and for SCM enquiries contact Ms. S Sinugo on Tel: 013 753 9000/064 757 9259 or e-mail [sinugos@iucma.co.za](mailto:sinugos@iucma.co.za)

**Registration of bidders on the National Treasury Central Supplier Database (CSD) with compliant tax status is compulsory.**

**Adv. B Shabangu  
Acting Chief Executive Officer  
Inkomati-Usuthu Catchment Management Agency  
Private Bag X11214  
Mbombela  
1200**

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INKOMATI-USUTHU CATCHMENT MANAGEMENT AGENCY</b>					
BID NUMBER:	<b>IUCMA/008/REVENUE/2021-Re-Advert</b>	CLOSING DATE:	<b>02 December 2021</b>	CLOSING TIME:	<b>11h00am</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WATER USE AUDIT, USER DATA UPDATE, AND ENHANCE REVENUE FOR THE INKOMATI-USUTHU WATER MANAGEMENT AREA FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>IUCMA</b>					
<b>MAXSA BUILDING, 8<sup>TH</sup> FLOOR</b>					
<b>13 STREAK STREET</b>					
<b>MBOMBELA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>MS. SUKANANI SINUGO</b>		CONTACT PERSON	<b>DR TENDAI SAWUNYAMA</b>	
TELEPHONE NUMBER	<b>013 753 9000/064 757 9259</b>		TELEPHONE NUMBER	<b>013 753 9000/082 609 3043</b>	
FACSIMILE NUMBER	<b>013 753 2786</b>		FACSIMILE NUMBER	<b>013 753 2786</b>	
E-MAIL ADDRESS	<a href="mailto:sinugos@iucma.co.za">sinugos@iucma.co.za</a>		E-MAIL ADDRESS	<a href="mailto:sawunyamat@iucma.co.za">sawunyamat@iucma.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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 AC-CREDITED 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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

## 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: .....

**PART T1  
BIDDING PROCEDURES**

**T1.2 Bid Information**



## BID INFORMATION

### Addition or Variation to Conditions of Bid

The Employer is **Inkomati-Usuthu Catchment Management Agency**

The tender documents issued by the employer comprise:

#### **Part T1 Bidding Procedures**

T 1.1 Invitation to Bid

T 1.2 Bid Information

#### **Part T2 Agreement and Contract Data**

T 2.1 General Conditions of Contract

T 2.2 Terms of Reference

T 2.3 Schedule of Rates

#### **Part T3: Returnable Schedules**

T 3.1 List of Returnable Documents

T 3.2 Returnable schedules

### **Contract Period**

**Period of thirty-six (36) months**

The Employer's Agent's details are as follows:

**Name** : Dr T Sawunyama

**Address** : Suite 801,8<sup>th</sup> Floor  
The Maxsa Building  
13 Streak Street  
Mbombela  
1200

Private Bag x11214  
Mbombela  
1200

**Tel. No.** : +27 (0) 13 753 9000/082 609 3043

**E-Mail** : [sawunyamat@iucma.co.za](mailto:sawunyamat@iucma.co.za)

## Eligibility/Mandatory requirements

The following requirements must be met:

- Attendance of compulsory briefing session
- Registration on the National Treasury Central Supplier Database (CSD).
- Standard bidding documents must be fully completed and signed, where the answer is not applicable, it must be indicated with N/A, failure to complete will result in disqualification.
- Standard bidding Documents 1, 4, 6.1, 8 and 9.
- The BID document must NOT be altered, only bid completed with a **black ink** will be accepted.
- The PSP must have a quality management system, ISO 9001:2015 certified.

NB: Failure to comply with the mandatory requirements and to complete **the bid document in full shall result in the bid being regarded as non-responsive.**

**Bid Document must be completed in full and signed, where the answer is not applicable, it must be indicated with N/A, failure to complete will result in disqualification**

All work produced, including records, documents pertaining to this bid shall remain the property of the IUCMA and no part thereof may be altered or changed by the bidder.

The service provider may not assign this Contract, not subcontract any part of this Contract or any of its obligations hereunder without the prior written consent of the client. Service provider's obligations to the client hereunder shall remain unchanged and the service provider shall be solely responsible to the client for the performance of this obligation.

All the data and information generated under this project shall become the property of the IUCMA and shall not be given to third parties without a written approval from the IUCMA.

Accept that **failure to request clarification** on bid documents, in at least 5 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 5 working days prior to the closing date.

**No alternative bid offers will be accepted, and bids must be completed on the bid document provided by the IUCMA.**

**No copies** of bid offer are required

The **employer's address** for delivery of bid offers and identification details to be shown on each bid offer package are as follows:

**Location of Bid Box** : Suite 801,8<sup>th</sup> Floor

**Physical Address** : Maxsa Building  
13 Streak Street  
Mbombela 1200

**Identification Details**

**IUCMA/008/REVENUE/2021-Re-Advert**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WATER USE AUDIT, USER DATA UPDATE, AND ENHANCE REVENUE FOR THE INKOMATI-USUTHU WATER MANAGEMENT AREA FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

A two-envelope procedure will **NOT** be followed.

Add the following to the clause:

Accept that these bids will be evaluated on functionality first and if the minimum score is attained by a bidder, then the bid shall be evaluated further on price and preference points.

Accept that failure to score the minimum points set out for functionality as stipulated in this Bid shall warrant disqualification from further evaluation process.

**Clarification meeting / Briefing session**

A compulsory briefing session will take place on the **11 November 2021** at **09h00am** at IUCMA Offices, Boardroom 7th Floor, 13 Streak Street, Mbombela

The closing date and time for submission of bid offers is **02 December 2021** at **11h00am**.

Telephonic, telegraphic, telex, facsimile or e-mailed and late bid offers will not be accepted.

The bid offer validity period is 90 (ninety) days from the tender closing date.

If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

**Joint ventures** are eligible to submit bids provided that:

1. A joint venture agreement, signed by all partners in a joint venture is in place.
2. At least one member of the joint venture is an SMME
3. Roles, responsibilities and percentage split of the joint venture partners should be clearly defined in the joint venture agreement.

Open bid system will be implemented.

Submissions must be placed in the IUCMA bid box situated at Suite 801, 8<sup>th</sup> Floor, Maxsa Building, 13 Streak Street, Mbombela on or before **02 December 2021** at **11h00am**.

Submission must be in an envelope that is clearly marked and address Inkomati-Usuthu CMA-Supply Chain Management and addressed to Inkomati-Usuthu CMA-Supply Chain Management.

## CRITERIA FOR EVALUATION

The bid will be evaluated and adjudicated on three (3) different levels as follows:

- i. Phase 1 – Compliance/Mandatory requirements
- ii. Phase 2 – Functional requirements
- iii. Phase 3 – Price and BBBEE evaluation

### PHASE 1: MANDATORY REQUIREMENTS

- Attendance of compulsory information/ briefing session
- Registration on the National Treasury Central Supplier Database (CSD).
- Standard bidding documents must be fully completed and signed, where the answer is not applicable, it must be indicated with N/A, failure to complete will result in disqualification.
- Standard bidding Documents 1, 4, 6.1, 8 and 9.
- The BID document must NOT be altered, only bid completed with a **black ink** will be accepted.
- The PSP must have a quality management system, ISO 9001:2015 certified.

NB: Failure to comply with the mandatory requirements and to complete **the bid document in full shall result in the bid being regarded as non-responsive.**

**Bid Document must be completed in full and signed, where the answer is not applicable, it must be indicated with N/A, failure to complete will result in disqualification**

### PHASE 2: FUNCTIONALITY EVALUATION

This bid will be evaluated on functionality and in the next stage in accordance with 80/20 preference points system as stipulated.

The evaluation of functionality will be evaluated individually by members of the Bid Evaluation Committee in accordance with the functionality criteria below.

CRITERIA	POINTS
<p><b>Company Experience in Water Resource Management / Environmental Studies/ Bulk Water Supply.</b></p> <p>The Bidders shall have relevant experience in water resource management / Environmental studies/ Bulk Water Supply.</p> <p>Lead role in previous related projects substantiated by five (5) or more positive reference letters=30                      Lead role in previous related projects substantiated by 4 positive reference letters=24                      Lead role in previous related projects substantiated by 3 positive reference letters=18                      Lead role in previous related projects substantiated by 2 positive reference letters=12                      Lead role in previous related projects substantiated by 1 positive reference letters=6</p> <p><b>Proof: Positive contactable reference letters on the company letterhead. (No submission will score zero)</b></p>	<b>30</b>

CRITERIA	POINTS
<p>Methodology which clearly outline the following:</p> <ul style="list-style-type: none"> <li>• Approach to different tasks</li> <li>• Quality management</li> <li>• Methods of Reporting</li> </ul> <p><b>Excellent: Detailed Project proposal with all aspects outlined in detail = 30</b>  <b>Good: Fairly constituted project proposal with some aspects outlined in detail (fair understanding of the project) = 18</b>  <b>Poor: Poorly constituted project proposal with scant/little or no details of the project provided (no clear understating of the project) with = 6</b></p> <p>Proof: Proposal plan with a Gantt Chart indicating the different tasks and timeframes</p>	30
<p><b>Key Staff Experience, Registration and Qualifications</b>  Bidders are to present a project team organogram indicating the key personnel and relevant experience as indicated below for scoring purposes</p>	
<p><b>Experience of Project Manager (registered in accordance with relevant professional bodies BSc Pr. Sci.Nat/ BTech Eng, Pr. Eng/ Pr Tech, Pr CPM)</b></p> <ul style="list-style-type: none"> <li>• More than 15 years' experience=20</li> <li>• 10-14 years' experience=16</li> <li>• 5-9 years' experience=12</li> <li>• 1- 4 years' experience=8</li> </ul> <p>Proof: Submit certified Qualifications and CV (Less than 1 year experience will score zero)</p>	20
<p><b>Accountant having experience in Financial Accounting / Revenue Management (minimum of BSc in financial accounting /revenue or similar)</b></p> <ul style="list-style-type: none"> <li>• 5 years' experience=5</li> <li>• 4 years' experience=4</li> <li>• 3 years' experience=3</li> <li>• 2 years' experience=2</li> <li>• 1 year experience=1</li> </ul> <p>Proof : Submit certified qualification and CV (Less than 1 year experience will score zero)</p>	5
<p><b>Experience of Hydrologist / Geohydrologist (with SACNASP registration as Pr Sci. Nat)</b></p> <ul style="list-style-type: none"> <li>• 5 years' experience=5</li> <li>• 4 years' experience=4</li> <li>• 3 years' experience=3</li> <li>• 2 years' experience=2</li> <li>• 1 year experience=1</li> </ul> <p>Proof : Submit certified qualification and CV (Less than 1 year experience will score zero)</p>	5
<p><b>Experience of Legal Expert:(must have B. Law/ LLB qualification)</b></p> <ul style="list-style-type: none"> <li>• 5 years' experience=5</li> <li>• 4 years' experience=4</li> <li>• 3 years' experience=3</li> <li>• 2 years' experience=2</li> <li>• 1 year experience=1</li> </ul> <p>Proof : Submit certified qualification and CV (Less than 1 year experience will score zero)</p>	5

CRITERIA	POINTS
<b>Experience of GIS Specialist(must have Diploma/ Degree in GIS/ ICT qualification)</b> <ul style="list-style-type: none"> <li>• 5 years' experience=5</li> <li>• 4 years' experience=4</li> <li>• 3 years' experience=3</li> <li>• 2 years' experience=2</li> <li>• 1 year experience=1</li> </ul>	5
Proof : Submit certified qualification and CV (Less than 1 year experience will score zero)	
<b>Total points</b>	<b>100</b>

Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated further on price and preference points.

### PHASE 3: Price and BBBEE

Thereafter, only those qualifying bids will be evaluated in terms of the 80/20 preferential points systems, wherein the 80 points will be used for price and the 20 points for B-BBEE status level of contribution as indicated in the table below

<b>Functionality evaluation</b>	
<b>Preferential point system</b>	<b>Points</b>
Price	80
B-BBEE status level of contribution	20
<b>Total</b>	<b>100</b>

NB: Bidders must submit valid certified B-BBEE Certificate or certified affidavit BBBEE in the case of Exempted Micro-Enterprises (EME).

<b>B-BBEE Status level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

**PART T2**  
**AGREEMENT AND CONTRACT DATA**

**T2.1 General Conditions of Contract**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



## TABLE OF CLAUSES

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## 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 vendor, 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 Vendor 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 vendor bearing all risks and charges involved until the goods 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 vendor 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 vendor 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 goods 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 Institution purchasing the goods/works and/or service.
- 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 vendor 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 vendors, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

#### **4. Standards**

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

#### **5. Use of contract documents and information inspection**

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

#### **6. Patent Rights**

- 6.1 The vendor 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 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 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.
- 7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 Institution or an organization acting on behalf of the Institution.
- 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 vendor.
- 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 analysed 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 vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.
- 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 vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor 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 vendor 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 vendor of any warranty obligations under this contract;
  - e) training of the purchaser's personnel, at the vendor's plant and/or
  - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

## **14. Spare parts**

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2 The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Amendment of contracts**

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

## **19. Assignment**

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

## **20. Subcontractors**

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

## **21. Delays in the vendor's performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 vendor'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 vendor.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:
- a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
  - c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor 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 vendor by prohibiting such vendor 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 vendor or any person associated with the vendor, the vendor 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 vendor 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 vendor.
- 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 vendor 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 vendors 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. Antidumping 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 vendor 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 as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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 vendor 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 vendor any monies due the vendor.

## **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 vendor 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 vendor to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the vendor 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 vendor 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 vendor 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 purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation Programme (NIPP)**

- 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.

**PART T2**  
**AGREEMENT AND CONTRACT DATA**

**T2.2 Terms of Reference**

# TERMS OF REFERENCE

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## **APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT WATER USE AUDIT, USER DATA UPDATE, AND ENHANCE REVENUE FOR THE INKOMATI-USUTHU WATER MANAGEMENT AREA FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

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### **1. INTRODUCTION AND BACKGROUND**

#### **1.1 Introduction**

The IUCMA is the water resource management authority established in terms of Section 78 of the National Water Act 36 of 1998 (NWA), to perform water resource management at local level within the Inkomati Usuthu Water Management Area (IUWMA). The management of the resources entails protection, use, development, conservation, management, and control of water resources within the WMA as contemplated in the National Water Act (Act 36 of 1998). The IUCMA is also responsible for local water resources planning and operation within the WMA. However, in recent years due to the drought, growth in the economy, population, urbanization, the change of crops and actual water use, it has become difficult to effectively manage the water resources and account for the available water compared to the actual allocated water. This has impacted the water security and the management of water resource to meet the growing water requirements and ensure compliance with the Reserve and International Obligations.

The legislation allows that the IUCMA should determine and declare the Existing Lawful Use (ELU) as an input into the determination of available water and for the development of a water allocation plan (as part of a water security strategy) that will ensure the effective and efficient management of the water resource. While this process of Validation and Verification (V and V) was conducted, of all the properties validated at least 60% were verified. However, the IUCMA relied on the data provided by Irrigation Boards (IBs) for the users in the irrigation districts. All other users are not documented particularly those unauthorised water use. This has a negative impact on the water use and the associated revenue for the IUCMA. In some instances, the water users challenge the IUCMA and accuse others of over abstraction.

Thus, as part of the water security strategy development, the IUCMA is required to utilise its available data to better manage the resources to convert the billable water into revenue.

This call is for a project Management Service Provider to conduct a water use audit, water user data update and to develop a revenue enhancement strategy for a period of 36 months.

#### **1.2 Background**

After the Validation and Verification (V&V) projects in the former Inkomati Water Management Area and the Usuthu Catchment, the IUCMA has achieved only 60% verification success which is mainly comprised of data from the irrigation districts. Thus, the IUCMA is urgently seeking to update the water use and user data to improve confidence levels and to ensure that billable water is converted to revenue. The objective of the project is to respond to the following:

- The IUCMA does not have a full database of water user information, and related water use activities:
  - Bulk water is within the irrigation boards (actual water use activities are not known).
  - The landowners restrict access to their properties limiting the IUCMA from conducting proper ground truthing to understand what is on site.
  - The sale of land/ farms is not linked to water accounts being settled and closed as part of guarantees to the new owner. As such, there are accounts that are duplicated and not settled
  - There are new users in the system resulting from sale of properties, which are unknown to IUCMA, yet they are new customers to IUCMA.
  - PSP must verify the nonbillable accounts on the IUCMA Water Authorisation and Registration Management System (WARMS) system
  - There are expired licenses linked to water use/ users that are not confirmed. This relates to unauthorised use.
  - There are users, already exceeding the Schedule 1/ GA levels (on-site boreholes and farm dams) while not registered nor billed.
  
- There is a need to ensure the data on WARMS is updated to enable SAP system to do projection, bill and collect revenue. Therefore, the project must enable the IUCMA to understand the extent and advise the responsible authority on the status quo and required policy interventions through understanding of the following:
  - Food security (under the agriculture tariff) covers crops that have nutritional value. However, there are changes in water use/ crops to cater for exotic trees with the same tariff which is capped for agriculture.
  - There are other water uses that are not billed as their impact on resource quality and quantity are not known including aquaculture which is one of the key activities within the WMA.
  - The total water available, allocated, and currently used compared to the registered water user information, billable water and associated revenue generated not aligned as there are inconsistencies.
  - The WAMRS system audit and clean-up process is far from complete to deal with old debt, unused water, unbilled water, revenue projection, revenue billing and revenue collection.
  - Water allocation linked to land returned through the restitution and land claims process is not utilized, yet there is no revenue collected and economic gain out of the allocation.
  - The socio-economic benefit derived from the use of water has yet to be fully determined.
  
- The total available and allocable volume of water within the WMA is still to be determined for the water security and sustainable management of the water resources in order to satisfy the Vision of “Water for all” in the WMA through the following:
  - Development of the Water Allocation Plan (WAP) as an input into the compulsory licensing process.
  - Exploration of a water mix and water reuse as the resource utilization is mainly focused on the surface water, with limited groundwater use.
  - The water resources within the WMA must comply with Resource Quality Objectives (RQOs) and this requires an updated data and information.
  - Climate change impact on the pattern of rainfall has resulted in pro-longed drought and the potential floods.
  - There is growing demand for domestic water and water for economic development (water efficiency, water mix, water re-use) with limited availability.
  - The inaccurate/ limited data limits the IUCMA ability to further advance the case for new storage infrastructure particularly in the Crocodile catchment which links the economic zones between the Republics of South Africa and Mozambique.

## **2. PURPOSE OF THE PROJECT**

The purpose of the project is to appoint a service provider to conduct water use audit, update of water use data which will result in the enhancement of the IUCMA revenue through meeting the objectives set out below.

## **3. AIMS AND OBJECTIVES**

### **3.1 AIMS**

The following aims must be achieved as outcomes of this project:

- To produce a verified and up to date database of water users and water use in the IUWMA, and
- To improve confidence and reliability of water use/ user data to improve revenue collection.

### **3.2 OBJECTIVES**

To achieve the above aims, the following objectives of the project were identified:

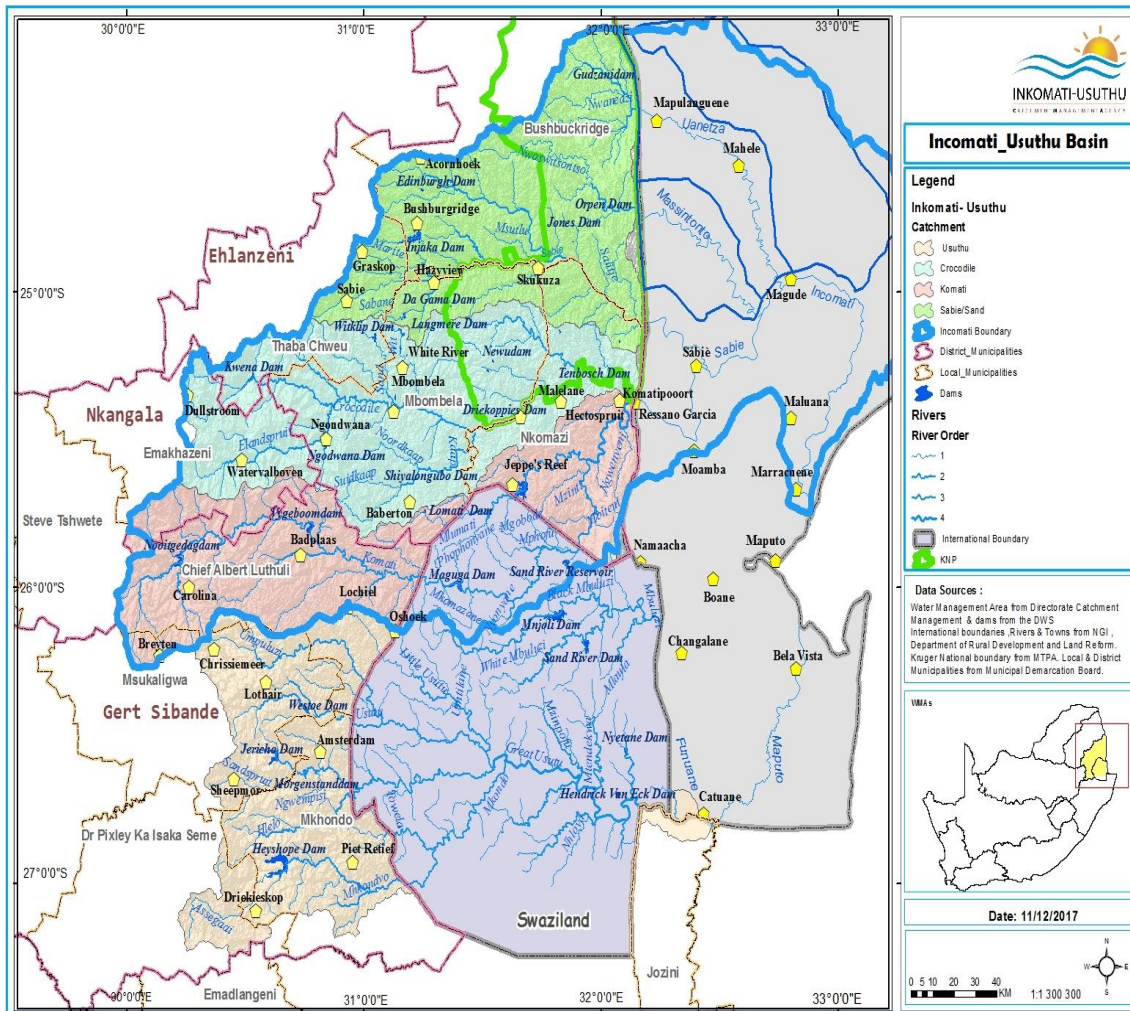
- Water use audit and user data update,
- Public participation and Stakeholder Engagement, and
- Revenue enhancement.

## **4. LOCALITY**

The Inkomati-Usuthu WMA is one of six (6) IUWMA in South Africa covering approximate area of 36 256 km<sup>2</sup>. It is divided by the Great Escarpment (which runs roughly along the Graskop, Sabie, Nelspruit, Barberton axis) into the western plateau and the sub-tropical Lowveld in the east. Wholly geographically located within Mpumalanga Province, the IUWMA fully covers two District Municipalities (Ehlanzeni and Gert Sibande) and the associated seven LMs and extends to parts of Emakhazeni and Msukaligwa LMs within Nkangala DM.

The rainfall pattern has a generalized West-East gradient, with the Westerly mountainous regions receiving as much as 1 200 mm/ yr and the Eastern-most areas as little as 400 mm/yr. Due to the rivers flowing into Swaziland (Usuthu River) and Mozambique (Inkomati River), the IUCMA is of a transboundary nature and forms part of the Incomati International River Basin shared between the Republics of South Africa and Mozambique as well as the Kingdom of eSwatini as attached in the WMA map.





The IUCMA Water Management Area

## 5. DOCUMENTS

The technical specification should be read in conjunction with the Conditions of Contract, Special Conditions of Contract, Pricing Schedule, Rates, and all Appendices which form the basis of this Contract, and all shall be deemed to be one document.

## 6. SCOPE OF WORK

IUCMA request a Professional Service Provider to submit a proposal that will respond to the following issues:

### 6.1 Water Use Audit and User Data Update

- The PSP will collect and compile water user information (personal and technical) on behalf of the IUCMA throughout the WMA indicate the following:
  - Data and information collection and collation
  - Data and information reconciliation
  - Spatial and non-spatial data

## 6.2 Public Participation and Stakeholder Engagement Process

The PSP to develop and implement a stakeholder engagement process that will enable acceptance and buy-in of the project.

## 6.3 Revenue Enhancement

- Development of the revenue enhancement strategy indicating how the water users' database can be effectively used to generate sources of current and future revenue for the IUCMA. Indicate the following:
  - Water use data verification
  - Water use data collection
  - Other water user's data (e.g WMIs)

**6.4 The service provider must indicate the structure of the project team and is expected to have professionals in the following fields on standard fixed rates:** (i.e. Hydrologist/ Geohydrologist, Legal Expert, Finance expert specializing in revenue management, GIS/ ICT Expert, Project Manager, Project Administrator etc.). Furthermore, the professional service provider must have capacity to render the service in all four catchments simultaneous. **A final form of offer for the project must be submitted as a total of all subtotals (Professional fees for each task and Disbursements). The final form of offer can be submitted with the proposal.**

## 7. ASSIGNMENT

The PSP must not assign this Contract, nor subcontract any part of this Contract or any of its obligations hereunder without the prior written consent of the IUCMA. The PSP obligations to the IUCMA hereunder shall remain unchanged and the PSP shall be solely responsible to the IUCMA for the performance of this obligation.

## 8. SITE POSITION AND ACCESS

- The IUCMA Community Officers will engage land/ property owners to ensure that there is access to the PSP/ the IUCMA Project Manager will provide the PSP with a letter of consent and access to use when approaching land/ property owners.
- Where the PSP experience challenges with community/ property owners. The PSP is to inform the IUCMA Project Manager and the relevant community officer for a proper resolution.
- No standby time will be claimable by the PSP regarding site access.

## 9. SPECIAL CONDITIONS OF CONTRACT

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without prior written consent of IUCMA.
- The successful service provider must at all times abide to the POPI Act.
- The IUCMA reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- No supplier shall use material or design other manufacturers without patent rights.

- IUCMA reserves the right not to make any appointment.
- Bidders who are exempted micro enterprises (EME) or qualifying small enterprise (QSE) 51% owned by black people who are youth, women and people living with disabilities are encouraged to bid.

## **10. PROJECT CONCLUSION/ MARKINS AND FUTURE IDENTIFICATION**

The outcome is to have a clear understanding of facts on the ground and ensure that the IUCMA is in a better position to understand where the water is, what is billed and revenue to be collected. This will allow the IUCMA to further negotiate with users on the maximization of the current water such as water use efficiency, water mix and the DWS can plan better in terms of increasing storage and ensuring that the International Obligations are met. At the end of the project, the following requirements of project close out must be met prior to the final invoice payment:

- Reviewed and finalised Final report
- Project close out report with pictures and details of the works concluded.

## **11. SUPERVISION**

The PSP is to provide a suitably experienced project manager who will always supervise and direct the work, and who will be responsible for:

- Confirmation of project area as agreed to/ indicated by the IUCMA.
- Liaise with the IUCMA Project Manager.
- Supervise the works and provide reports on the works completed/ progress.
- Management of the File of Works.

## **12. COMPULSORY SITE BRIEFING**

All interested bidders are required to attend a compulsory briefing session.

## **13. SUBMISSION OF PROPOSALS**

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time.

If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The IUCMA will not be held responsible for any bid document which is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

### **Physical Address:**

Inkomati-Usuthu Catchment Management Agency  
Suite 801, MAXSA Building, 8<sup>th</sup> Floor, 13 Streak Street, Mbombela, 1200

### **Postal Address:**

Inkomati-Usuthu Catchment Management Agency  
Private Bag X11214  
Mbombela  
1200

**Contact Person/s**

<b>Technical Enquiries</b>	<b>SCM Enquiries</b>
Dr T Sawunyama Tel: 013 753 9000/082 609 3043 E-mail: <a href="mailto:sawunyamat@iucma.co.za">sawunyamat@iucma.co.za</a>	Ms.S Sinugo Tel: 013 753 9000/064 757 9259 E-mail: <a href="mailto:sinugos@iucma.co.za">sinugos@iucma.co.za</a>

**PART T2**  
**AGREEMENT AND CONTRACT DATA**

**T2.3 Schedule of Rates**

### SCHEDULE OF DELIVERABLES AND RATES

Task	Task Description	Personnel (Examples)	Rate per hour (VAT excl) (Year_1)	Rate per hour (VAT excl) (Year_2)	Rate per hour (VAT excl) (Year_3)
1.1	Water Use Audit and User Data Update	• Project Manager			
		• Project Administrator			
		• GIS Specialist			
		• Hydrologist			
		• Geohydrologist,			
		• Other (Specify)			
1.2	Public Participation & Stakeholder Engagement Process	• Project Manager			
		• Project Administrator			
		• Legal expert			
		• Other (Specify)			
1.3	Revenue Enhancement	• Project Manager			
		• Project Administrator			
		• Finance expert in revenue management			
		• Other (Specify)			
1.4	Disbursements	• As per SARS rates (Travelling and subsistence)			
		• Printing per A4 page			
		• Other (specify)			
<b>Sub-Total</b>					
<b>Grand Total Rate Vat Exclusive</b>					
<b>Vat</b>					
<b>Grand Total Rate Vat Inclusive</b>					

## **PART T3 RETURNABLE SCHEDULES**

### **T3.1 List of Returnable Documents**

## DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

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PSP

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Witness 1

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Witness 2

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Employer

--	--

Witness 1

--	--

Witness 2



Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

### 4 DECLARATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

<input type="checkbox"/>
<input type="checkbox"/>

PSP

<input type="checkbox"/>
<input type="checkbox"/>

Witness 1

<input type="checkbox"/>
<input type="checkbox"/>

Witness 2

<input type="checkbox"/>
<input type="checkbox"/>

Employer

<input type="checkbox"/>
<input type="checkbox"/>

Witness 1

<input type="checkbox"/>
<input type="checkbox"/>

Witness 2

Preferential Procurement Regulations,2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Name of Bidder**

.....  
**Position**

Js365


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_
that: (Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

[Signature box for PSP]

PSP

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

[Signature box for Employer]

Employer

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> **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**


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

# RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- 1 The Enterprise submits a Bid to Inkomati-Usuthu Catchment Management Agency in respect of the following project:

\_\_\_\_\_

*(project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *( Bid Number as per Bid Document)*

- 2 \*Mr./Mrs./Ms.: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- 1 The Enterprise submits a Bid, in consortium/joint venture with the following Enterprises:

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)*

to the Inkomati-Usuthu Catchment Management Agency in respect of the following Bid:

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *(Bid Number as per Bid Document)*

- 2 \*Mr./Mrs./Ms.: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page

**ENTERPRISE STAMP**


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2



# SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 \_\_\_\_\_  
 \_\_\_\_\_

2 \_\_\_\_\_  
 \_\_\_\_\_

3 \_\_\_\_\_  
 \_\_\_\_\_

4 \_\_\_\_\_  
 \_\_\_\_\_

5 \_\_\_\_\_  
 \_\_\_\_\_

6 \_\_\_\_\_  
 \_\_\_\_\_

7 \_\_\_\_\_  
 \_\_\_\_\_

8 \_\_\_\_\_  
 \_\_\_\_\_

Held at \_\_\_\_\_ *(place)*  
 on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a bid in consortium/joint venture to the Inkomati-Usuthu Catchment Management Agency in respect of the following project:

\_\_\_\_\_  
 \_\_\_\_\_

*(Project description as per Bid Document)*

Bid Number: \_\_\_\_\_ *(Bid Number as per Bid Document)*

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B. Mr./Mrs./Ms.: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the bid to the Enterprises in consortium/joint venture mentioned above.

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Agency in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Agency 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Agency for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Agency, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Agency referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Agency in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Note:**

1. \* Delete which is not applicable.

2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this bid.

3. Should the number of Duly Authorized Representatives of the Legal Entities joining forces in this bid exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture must be attached to the Special Resolution.


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

**PART T3  
RETURNABLE SCHEDULES**

**T3.2 Returnable Schedules**


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## ADDENDA / NOTICE(S) ISSUED TO BIDDERS

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this tender offer and has been taken into consideration in this tender:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Clarification Meeting.)

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

**NB:** Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule \_\_\_\_\_ (if none, enter NONE)

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(On behalf of the Bidder)


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

*(This is not an invitation for amendments, deviations or alternatives, but should the Bidder desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, as set out in the table below:

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:**
- (1) Amendments to the General and Special Conditions of Contract are not acceptable;
  - (2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## SCHEDULE OF THE BIDDER'S EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Name and Address	Project Manager: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Bidder)*

DATE: .....


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## KEY PERSONNEL

The Bidder shall list below the personnel which he intends to utilize on the Project.

Name	Position	Tasks	Qualifications	Registration and No.

SIGNATURE: .....  
*(of person authorised to sign on behalf of the Bidder)*

DATE: .....


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2



# SCHEDULE OF PROPOSED SUB-CONSULTANTS

We notify you that it is our intention to employ the following Sub-consultants for Work in this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultants in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Sub-consultant</b>	<b>Nature and extent of Work</b>	<b>Previous experience with Sub-consultant.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

Signed

Date

Name

Position

Bidder


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

## COMPANY PROFILE, INCLUDING TRACK RECORD

*[Abbreviated company profile, giving history, status, activities, staff and track record of the bidding entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]*


PSP


Witness 1


Witness 2


Employer


Witness 1


Witness 2

