



## **water & sanitation**

Department:  
Water and Sanitation  
**REPUBLIC OF SOUTH AFRICA**

### **REQUEST FOR BID**

**WP11342**

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ALOGOA WATER SUPPLY SYSTEM: ENVIRONMENTAL IMPACT ASSESSMENT OF THE PROPOSED LOWER COERNEY BALANCING DAM SCHEME**

**ISSUE DATE:**

**02 OCTOBER 2020**

**CLOSING DATE AND TIME**

**5 NOVEMBER 2020 at 11H00**

### **SUBMIT TENDER DOCUMENT**

**POSTAL ADDRESS:**

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

OR

**TO BE DEPOSITED IN:**

THE TENDER BOX AT THE  
ENTRANCE OF ZWAMADAKA  
BUILDING 157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA

**TENDERER:** (Company address and stamp)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11342	CLOSING DATE:	5 NOVEMBER 2020	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER ALOGOA WATER SUPPLY SYSTEM: ENVIRONMENTAL IMPACT ASSESSMENT OF THE PROPOSED LOWER COERNEY BALANCING DAM SCHEME				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
TENDER BOX AT ZWAMADAKA BUILDING, 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Zelda Phiri		CONTACT PERSON	Mr AJ Moore	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	082 884 5540	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	phiriz@dws.gov.za		E-MAIL ADDRESS	mooret@dws.gov.za	
<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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## PRICING SCHEDULE

### **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ALOGOA WATER SUPPLY SYSTEM: ENVIRONMENTAL IMPACT ASSESSMENT OF THE PROPOSED LOWER COERNEY BALANCING DAM SCHEME**

NAME OF BIDDER: .....PROJECT NO:WP11342

CLOSING TIME: 11:00 AM

CLOSING DATE: 5 NOVEMBER 2020

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

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

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

R.....

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

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

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

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

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

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

.....

7. Estimated man-days for completion of project

.....

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

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

.....

.....

Any enquiries regarding bidding procedures may be directed to :

Department of Water and Sanitation

Contact Person: Zelda Phiri / Patrick Mabasa

Tel: 012 336 7954 / 012 336 7518

E-mail address: phiriz@dws.gov.za / mabasap@dws.gov.za

Any enquiries regarding technical information may be directed to:

Department of Water and Sanitation

Contact Person: Mr AJ Moore

Tel: 012 336 8528

Cell: 082 884 5540

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

## 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: .....

Any other particulars:

.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

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

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

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

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

2.11.1 If so, furnish particulars:



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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>Income Employee Number / Persal Number</b>

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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.

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....  
ADDRESS .....  
.....  
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <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 at the bottom of the home page.	+	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:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

# CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
 FORM IS TRUE AND CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all 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.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

**The purpose of this document is to:**

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

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

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

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## General Conditions of Contract

### 1. Definitions 1. The following terms shall be interpreted as indicated:

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

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

## **2. Application.**

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

## **3. General**

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

#### **4. Standards**

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

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

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

#### **6. Patent rights.**

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

#### **7. Performance security**

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



## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

## **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.

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

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

case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

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

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

### **34. Prohibition of Restrictive practices**

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

Js GCC (revised July 2010)

### **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, Envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.



35.11 Only signed, original documents will be accepted.

**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

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

For and on behalf of the Bidder:

.....

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**



# water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**This template must be completed by the bidder**

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

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

Name:.....

Position:.....

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



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE: OPTIONS ANALYSIS**

## **TERMS OF REFERENCE**

**for the**

### **ALGOA WATER SUPPLY SYSTEM: ENVIRONMENTAL IMPACT ASSESSMENT OF THE PROPOSED COERNEY BALANCING DAM**

**SEPTEMBER 2020**

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## LIST OF ACRONYMS AND ABBREVIATIONS

DEA	Department of Environment Affairs (now DEFF)
DEFF	Department of Environment, Forestry and Fisheries
DMR	Department of Mineral Resources (now DMRE)
DMRE	Department of Department of Mineral Resources and Energy
DWA	Department of Water Affairs (now DWS)
DWS	Department of Water and Sanitation
EA	Environmental Authorisation
EAP	Environmental Assessment Practitioner
ECBCP	Eastern Cape Biodiversity Conservation Plan
ECPHRA	Eastern Cape Provincial Heritage Resource Agency
EIA	Environmental Impact Assessment
EIR	Environmental Impact Report
EMPr	Environmental Management Programme
EMPL	Environmental Management Plan
EWR	Environmental Water Requirements
FSL	Full Supply Level
I&APs	Interested and Affected Parties
LSRWUA	Lower Sundays River Water User Association
MAP	Mean Annual Precipitation
MAR	Mean Annual Runoff
Mℓ	Mega litre
million m <sup>3</sup>	Million cubic metres
MPRDA	Mineral and Petroleum Resources Development Act
NEM: BA	National Environmental Management: Biodiversity Act
NEMA	National Environmental Management Act
NHRA	National Heritage Resources Act
NWA	National Water Act
NMBM	Nelson Mandela Bay Municipality
PPP	Public Participation Process
PSC	Project Steering Committee
PSP	Professional Services Provider
SAHRA	South African Heritage Resources Agency
SIA	Social Impact Assessment
ToR	Terms of Reference
WSS	Water Supply Scheme
WTW	Water treatment works
WULA	Water Use Licence Application

## 1. INTRODUCTION

The Department of Water and Sanitation (DWS) hereby calls for proposals from Environmental Assessment Practitioners (EAP), as a professional services provider (PSP), to undertake the required Environmental Impact Assessment (EIA) process for the proposed Coerney Balancing Dam, in terms of all applicable environmental legislation. The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA). The locality and description of the proposed project, the scope of services required, the requirements for the technical and financial proposal (bid), and evaluation criteria are described in this Terms of Reference (ToR).

The estimated duration of the EIA Study will be **24 months**. This estimated duration includes the EIA process and application for authorisation of the proposed balancing dam, as well as support during the appeal period.

A compulsory briefing meeting will be held for all interested bidders at a date and time published in the Government Tender Bulletin.

The farm on which the proposed Coerney Balancing Dam will be located, Scheepersvlakte No. 98, has received an Environmental Authorisation dated 5 August 2019 for 852 ha agricultural development, from the Provincial Department of Economic Development, Environmental Affairs and Tourism (reference EC/06/C/LN2/M/47-2018). The Environmental Authorisation includes approval for an irrigation water storage dam of 140 000 m<sup>3</sup> capacity.

Comment was provided by DWS on the Consultative Scoping Report that the Department plans to construct a larger balancing dam on the same site. During consultation with Scheepersvlakte Farms (Pty) Ltd it was agreed that they would not build their storage dam, but would abstract water from the DWS balancing dam when it is completed.

## 2. OBJECTIVE OF STUDY

The objective of the EIA Study is the delivery of a legally sound and comprehensive EIA process in accordance with the National Environment Management Act (No. 107 of 1998, as amended) (NEMA) and the 2014 EIA Regulations (GN R982 – 985, as amended).

The appointed EAP must provide the appropriate diverse skills and expertise necessary to undertake the EIA within the required time constraints. The EAP will be required to liaise closely with the PSP appointed for the feasibility study investigation to ensure full alignment of the investigation between the two teams.

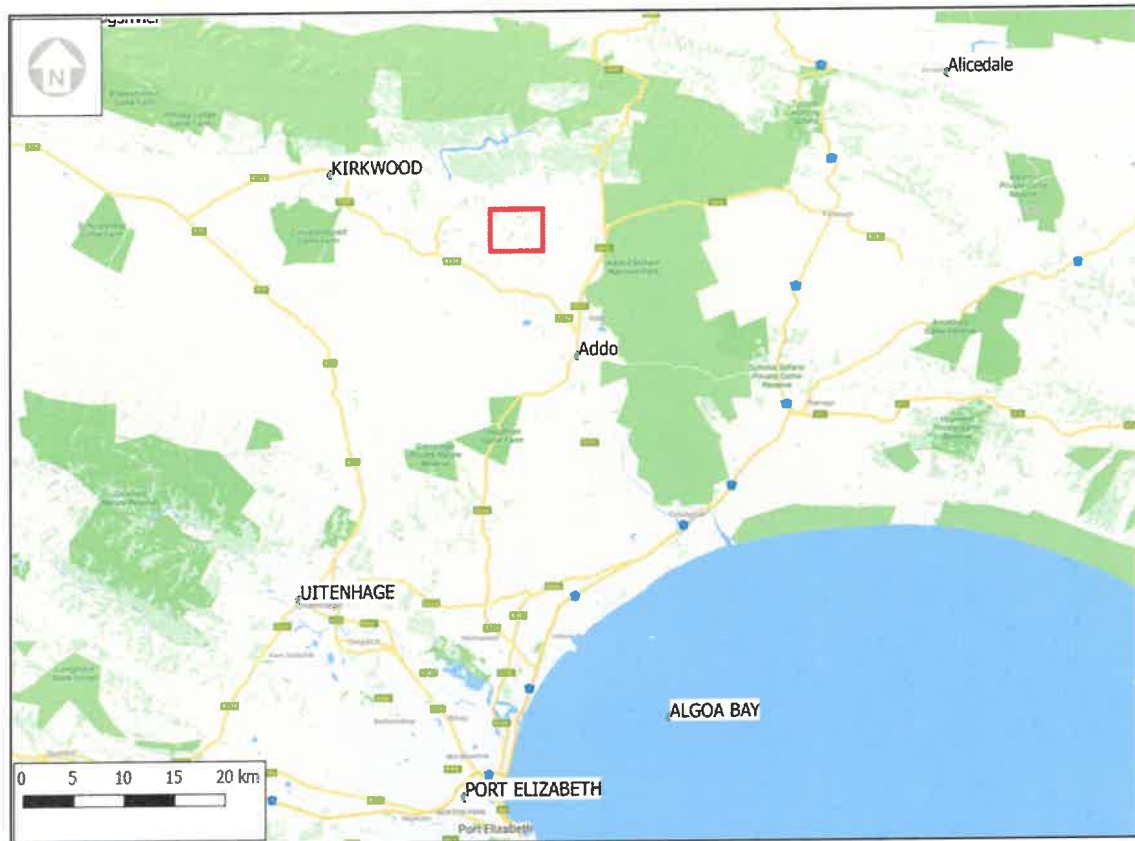
The EAP will be appointed by DWS to undertake all the necessary work as described in the Scope of Services to facilitate the successful environmental authorisation of the project. The Scope of Services, which will be the minimum requirement that DWS will accept, is described in **Section 4** and can be summarised as follows:

- Undertake a Scoping-EIA process for the proposed balancing dam inclusive of the following:
  - A review of and feedback on the Environmental Screening Report prepared by Aurecon (Pty) Ltd, and other information available from the feasibility study investigation, as well as other sources;
  - Generation and review of the DEA web-based screening tool site report, inclusive of the preparation of motivations for the inclusion/exclusion of specialist assessments identified;
  - A Public Participation Process meeting to at least comply with the requirements contained in Chapter 6 of GN R982/2014 (as amended);
  - A Scoping Report complying with Appendix 2 of GN R982/2014 (as amended);
  - Specialist reports complying with Appendix 6 of GN R982/2014 (as amended), as identified in the Scoping Report/Plan of Study. At this stage it is envisaged that an Aquatic Specialist, Terrestrial/Botanical specialist, as well as a Heritage and Paleontological specialist will be required;
  - An Environmental Impact Assessment Report complying with Appendix 3 of GN R982/2014 (as amended); and
  - An Environmental Management Programme complying with Appendix 4 of GN R982/2014 (as amended).
- Undertake a Water Use Application process for Section 21 (b), (c) and (i) water uses in terms of the National Water Act (No. 36 of 1998, as amended) and GN R267 of 2017.
- Obtain the required permits in terms of the following:
  - The National Environmental Management: Biodiversity Act (No. 10 of 2004, as amended);
  - The National Forests Act (No. 84 of 1998, as amended); and
  - The Nature and Environmental Conservation Ordinance (No. 19 of 1974).

### 3. PROJECT DESCRIPTION

#### 3.1. Project Locality

The project is located between Kirkwood and Addo in the Sundays River valley about 75 km north of Port Elizabeth, as shown in **Figure 3-1**. The proposed balancing dam site is adjacent to the existing Scheepersvlakte Dam, which is part of the Lower Sundays River Canal System.



**Figure 3-1: Locality map with project location indicated by red square**

#### 3.2. Project Background

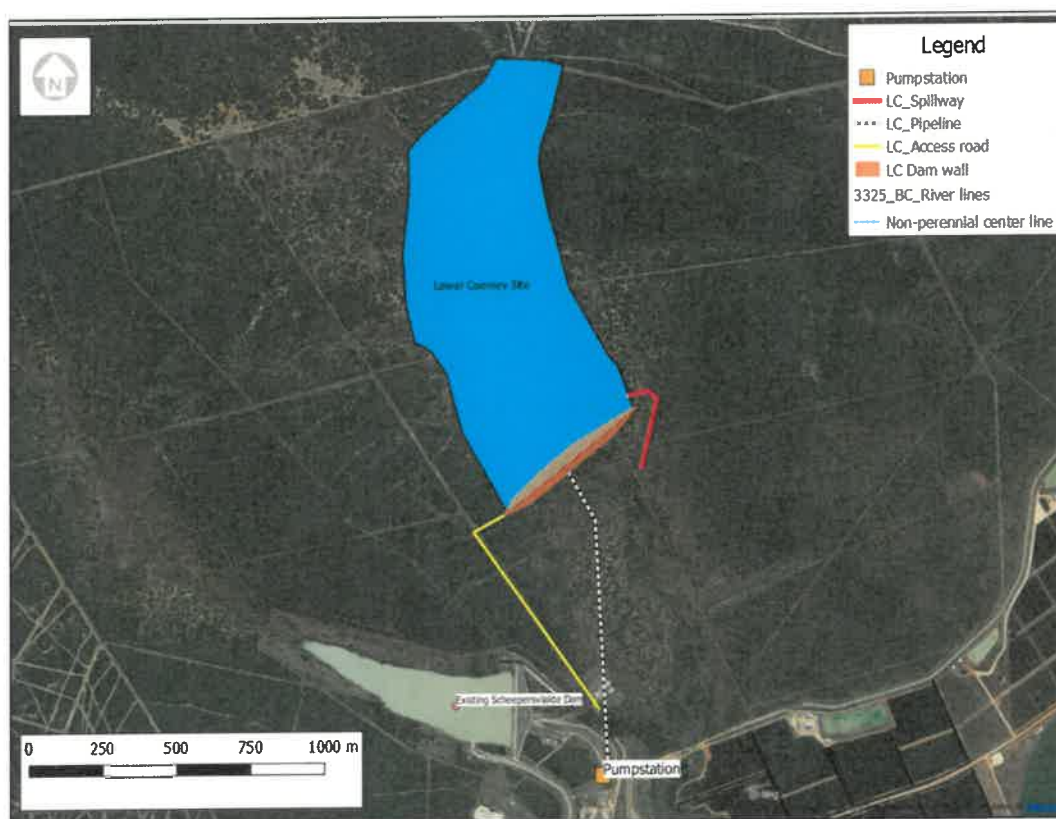
The existing Scheepersvlakte Dam, which forms part of the Lower Sundays River Government Water Scheme (GWS), receives Orange River water via the Orange-Fish-Sundays Transfer Scheme. The scheme is operated by the Lower Sundays River Water User Association (LSRWUA). The Scheepersvlakte Dam was originally designed and sized only to operate as a balancing facility for the irrigation scheme. When water requirements in the Nelson Mandela Bay Municipality (NMBM) exceeded available resources (1990s), the water supply was linked to the Orange-Fish-Sundays Transfer Scheme.

Due to emergency timelines, the Scheepersvlakte Dam was selected as the only suitable point of abstraction. A gravity supply pipeline was constructed from Scheepersvlakte Dam to the Nootgedagt Water Treatment Works (WTW). NMBM initially abstracted less than 70 Ml/day from the



Scheepersvlakte Dam (1993 to 2007), but the allocation from the Orange River was increased to 160 Mℓ/day (58.3 million m<sup>3</sup>/a) in 2010.

Additional balancing storage is required to limit the risk of supply failure to NMBM. The risk is due to the very limited capacity of Scheepersvlakte Dam, which is about two (2) days' supply, possible breakages in the canal system and operational aspects of the irrigation scheme. Dedicated increased balancing storage is therefore required to ensure an uninterrupted water supply to NMBM. It has been determined that this additional balancing capacity needs to supply 210 Mℓ/day for 21 days (storage of 4.5 million m<sup>3</sup>). After evaluation of the identified dam sites, which included geotechnical investigations, the Coerney site was selected as the recommended site (refer to **Figure 3-2**).



**Figure 3-2: Coerney dam site adjacent to Scheepersvlakte Dam**

### 3.3. Project Description

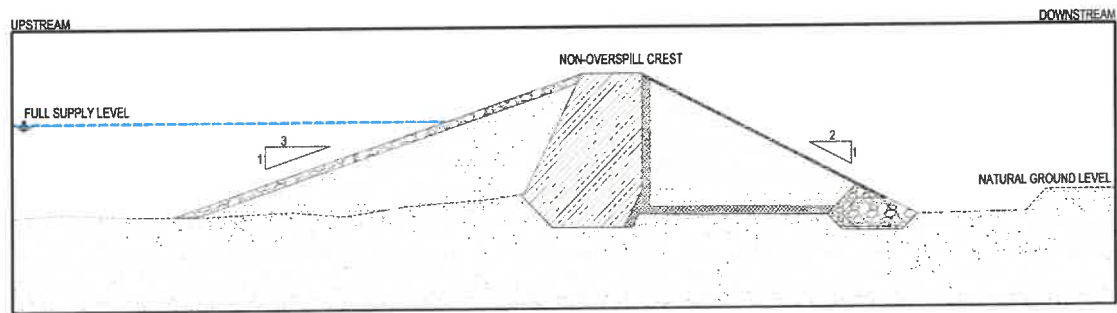
The proposed project (activity) entails the construction of a new balancing dam and associated works, near the existing Scheepersvlakte Dam. The infrastructure for the proposed project includes the following:

- A new balancing dam with a capacity of 4.6 million m<sup>3</sup> on the farm Scheepersvlakte. The capacity includes an allowance of 100 000 m<sup>3</sup> for the requirements of a new citrus development on the farm.

- The proposed Coerney Dam will comprise an earthfill embankment (refer **Figure 3-3**), a concrete side channel spillway and an outlet works. The details of the proposed dam are contained in **Table 3-1**.
- Connecting pipelines of 1 300 mm diameter and lengths of 940 m and 2 460 m are required to supply water to the dam and connect to the existing pipeline supplying the Nooitgedagt water treatment works (WTW).
- An access road with a length of about one (1) km, which follows the alignment of an existing jeep track, is required.
- An electricity supply will be required for lighting, etc. in the outlet works and around the dam wall.

**Table 3-1: Summary of preliminary dam details for the Coerney Dam**

Characteristic	Coerney Dam
Dam type	Earthfill Embankment
Non-overspill crest (NOC) (masl)	RL102.9
Full supply level (FSL) (masl)	RL98.1
Freeboard (m)	4.8
Crest width (m)	5.0
Downstream slope (V: H)	1Vertical: 2.0Horizontal
Upstream slope (V: H)	1Vertical: 3.0Horizontal
Embankment fill volume (m <sup>3</sup> )	378 600
Core trench volume (m <sup>3</sup> )	52 200
Crest length (m)	420
Total gross dam capacity (m <sup>3</sup> )	4 600 000
Surface area at FSL (ha)	71.1
Maximum wall height (m)	21.4
Catchment area (km <sup>2</sup> )	34
Safety Evaluation Flood (m <sup>3</sup> /s)	890
Access road length (km)	1.0
<b>Spillway configuration:</b> A 35 m wide side channel spillway with a 7 m high ogee overflow structure. Trapezoidal reinforced concrete discharge channel with 5 m base width and 9 m deep, with 1V:0.5H side slopes, and a flip bucket energy dissipater in the river.	
<b>Outlet works:</b> A 22 m high dry well tower with inside dimensions of 4 m square. Three off-take levels controlled by valves.	



**Figure 3-3: Typical cross-section of proposed dam wall**

## **4. SCOPE OF SERVICES REQUIRED**

The EAP is required to review the feasibility study reports and the environmental screening assessment before identifying and confirming the listed activities within the EIA Regulations, 2014.

The EAP will be responsible for undertaking the required EIA Process, which entails the Environmental Scoping and various EIA Phases, in terms of all applicable legislation (refer Section 5 below). The objective of the EIA Process is to obtain the relevant Environmental Authorisation for the proposed Coerney Dam project (the activity) from Department of Environment, Forestry and Fisheries (DEFF), formerly Department of Environmental Affairs (DEA), who is the competent authority.

The Technical and Financial proposal must include a methodology for this process, taking into account the following:

- The EAP is responsible for the compilation of the required application forms for the proposed project and submission thereof to the competent authority.
- A pre-consultation and Authorities meeting with DEFF and DWS should be undertaken.
- The EAP shall be required to undertake all tasks necessary for the completion of the Scoping-EIA process.

### **4.1 Inception Report**

The appointed PSP will be required to undertake an assessment of the feasibility study reports and other available information, which includes:

- A review of the environmental screening of the project, which was undertaken during the feasibility study investigations;
- The generation and review of the DEA web-based screening tool site report, inclusive of the preparation of motivations for the inclusion and/or exclusion of specialist assessments identified;
- A thorough research of the available information; and
- Liaison with all relevant organisations and role players.

The appointed PSP shall compile an Inception Report that consists of a detailed description of tasks and methodology, a study programme, human resource schedule and budget.

### **4.2 Project Management**

Project management and coordination of the EIA Study will be the responsibility of the appointed PSP under supervision of the DWS Project Manager. This will involve various meetings and site

visits for which Bidders must make provision in their Financial Proposal, as specified in **Table 4.2-1** below.

**Table 4.2-1: Study Meetings and Site Visits**

Meeting type	Number	Place / Venue	PSP obligations
Inception meetings	Total = 2	Pretoria	a) Arrangements for meetings b) Attendance of meetings c) Minute taking and distribution
Meetings with authorities	Total = 4	Pretoria = 4	a) Arrangements for meetings b) Attendance of meetings c) Power Point presentation d) Minute taking and distribution
Presentation to DWS management	Total = 2	DWS Pretoria	High quality Power Point presentations by one or two team members
Study Management Committee (SMC) meetings	Once every two months Total = 12	Assume venue is Port Elizabeth or Kirkwood (coincide with PSC meetings)	<ul style="list-style-type: none"> <li>o Arrangements for meetings</li> <li>o Attendance of meetings</li> <li>o Power Point presentation of study progress</li> <li>o Minute taking and distribution</li> </ul>
Project steering Committee (PSC) meetings with role players	Once every two months Total = 12	Assume venue is Port Elizabeth or Kirkwood	
Public meetings with stakeholders	Total = 2	Study area (Kirkwood)	<ul style="list-style-type: none"> <li>o Arrangements for meetings</li> <li>o Progress reports</li> <li>o PowerPoint presentations</li> <li>o Minute taking and distribution</li> <li>o Arrange refreshments.</li> </ul>

The appointed PSP will be responsible for all subsistence and travel costs of study team members attending meetings and site visits. The appointed PSP will provide secretarial services at all meetings and workshops.

#### **a) Project Steering Committee and Public Meetings**

DWS will provide the appointed PSP with the names and contact details of DWS officials and other officials that will be nominated to the Project Steering Committee (PSC). The coordination, arrangement and cost of PSC and public meetings will be the responsibility of the appointed PSP.

#### **b) Liaison with Role Players**

The appointed PSP will be responsible to arrange liaison meetings with role players as required, which may or may not be attended by the DWS Project Manager and other DWS officials. Typical role players for this study are:

- Nelson Mandela Bay Municipality;
- Lower Sundays River Water User Association;
- Scheepersvlakte Farm Trust;
- DWS Southern Operations; and
- Other National and Provincial government departments.

#### **c) Coordination and Management of Study Team**

It will be the Study Leader's responsibility to ensure that all team members and tasks are activated and completed at the right times. The appointed PSP will be responsible to provide project progress reports for the PSC meetings.

#### **d) Quality Control of Study Reports**

It will be the responsibility of the Study Leader to review all reports (draft or final) before submission to DWS. The Study Leader shall ensure that all reports are produced in the format required by DWS/DEFF and conform to the template that will be provided. Quality control of reports includes ensuring that language use and grammar are of a high standard, and reports contain all the required information. Any reports that display a lack of review and scrutiny by the Study Leader will be sent back to the PSP before the DWS Project Manager can review them.

#### **e) Financial Management**

The Study Leader shall ensure that DWS will be invoiced as required and that invoices will be supported by all the necessary documentation that is required by DWS. It is the responsibility of the appointed PSP to ascertain DWS requirements at the onset of the Study. A progress report must also be submitted that covers the invoice period. This progress report is in addition to the one that has to be prepared for PSC meetings, which covers the period between two successive PSC meetings.

#### **f) Collaboration with Technical Feasibility Study PSP**

A close collaboration needs to be maintained between the EIA Study team and the PSP that undertook the technical feasibility study. The main objective is for the EIA team to be briefed on the technical aspects of the proposed project. A provisional sum will be provided as part of the EIA study budget to ensure that the required feasibility study information can be obtained (refer to **Section 6.2.3**).

#### **g) Maintain DWS Website**

It will be necessary to provide information to DWS web service manager to update and maintain the DWS website that will be used for dissemination of information during the study period. The following information must be published.

- Proceedings of all public meetings;
- Approved Scoping Report;
- Approved Environmental Impact Report;
- Approved specialist study reports;
- Approved EMP; and
- A copy of the official Environmental Authorisation (EA) for the project issued by DEFF.

#### **h) Appointment of External Specialists**

The EAP will be responsible for compiling the Terms of Reference for any additional specialists that may be required for tasks not envisaged at tender stage. This will include the adjudication and appointment (sub-consultancy agreement) of these specialists. It will be the responsibility of the EAP to ensure that the appointed specialists meet project deliverable targets and deadlines.

A provisional sum will be provided in the EIA study budget for the appointment of any additional external specialist(s) that may be required to investigate aspects that were not foreseen, and are therefore not included in the Scope of Services. Such specialist investigations can arise during the Scoping-EIA process due to issues and concerns from interested and affected parties.

### **4.3 Public Participation Process**

An integral part of the EIA Study will be the Public Participation Process (PPP), which is vital during both the Environmental Scoping and EIA phases of this Study. Proper planning and timing of this process is essential to ensure compliance with the specified timeframe of the amended EIA Regulations (2014).

It is the responsibility of the appointed PSP to ensure that all Interested and Affected Parties (I&APs) are provided with a reasonable opportunity to participate in the PPP as per requirements of Chapter 6 of GN R982/2014 (as amended). At this stage it is envisaged that an integrated PPP will be required in terms of NEMA and NWA (refer to GN R267/2017 Section 17).

Bidders are required to include the costs associated with the following key deliverables, as a minimum, in their Financial Proposals:

- a) Identification of members of the public, key stakeholders, local authorities, government departments, and environmental groups who may have an interest in or be affected by the proposed project;
- b) Identification of all directly affected landowners (including all landowners immediately adjacent to the affected property), residents and communities;
- c) Maintaining a register of all I&APs and their contact details for the duration of the Study;
- d) Advertising the EIA process and Water Use Licence Application for the proposed project in local and regional media;

- e) Developing and maintaining project information suitable for publishing on the DWS website, during the EIA and WULA processes;
- f) Preparation of a detailed Background Information Document (BID) and circulation to identified I&APs on commencement of the PPP;
- g) Notification to all identified I&APs of the project and associated EIA and WULA processes, as well as their roles and responsibilities in terms of the relevant environmental legislation;
- h) Circulation of all relevant information and environmental reports to I&APs for review and comment;
- i) Arranging, coordinating and facilitating public and focus group meetings to present information on the project and associated EIA and WULA processes, to obtain comment and input from I&APs, and to minute these proceedings;
- j) Recording all issues raised by, and comments and responses received from, I&APs in the Issues and Responses (IRR) report;
- k) Circulating all I&APs issues and comments to the project team so as to obtain feedback and inform the technical detail of the project; and
- l) Notification to all registered I&APs of the decision by DEFF on Environmental Authorisation and DWS on the Water Use Licence, as well as the methods available to them should they wish to appeal the decisions.

#### **4.4 Pre-application and Scoping phase**

The Environmental Scoping phase will build on the environmental screening report, which was prepared during the feasibility study for the project, as well as the results of the DEA web-based screening tool. This phase entails the process of collecting, organising, analysing, interpreting and communicating information that is relevant in the EIA process. Furthermore this phase includes the description of the environment and identification of the direct, indirect and cumulative physical, biological, social, economic and cultural aspects of the environment that may be impacted upon by the proposed project.

Engaging with the public and key stakeholders during the Environmental Scoping phase is required to provide input into the identification of potentially significant environmental impacts requiring assessment.

A plan of study for the EIA needs to be included in the Environmental Scoping report. This plan should provide detail on the proposed methodology that will be adopted for the Environmental Impact Assessment in assessing the potential impacts and the details of the independent specialist studies that will be undertaken. The Scoping Report will comply with the requirements of Appendix 2 of GN R982/2014 (as amended).



The following deliverables will be required from the appointed PSP for the Environmental Scoping phase of the EIA process:

- a) Pre-application completion of the DEA web-based screening tool and subsequent consultation with DEFF including confirmation of specialist studies required;
- b) Initial pre-application PPP to identify any potential major issues or objections to the project;
- c) Compilation of the Scoping Report and plan of study for the EIA process to be undertaken;
- d) Completion and submission of the relevant EIA application forms in order to register the project and obtain an official project reference number;
- e) Post-application PPP with circulation of the Scoping Report for comment;
- f) Updating and finalisation of the Scoping Report taking cognisance of comments received during the PPP, and how any additional issues or concerns raised by I&APs will be addressed during the EIA phase; and
- g) Submission of the updated Scoping Report to DEFF.

## 4.5 Environmental Impact Assessment

The Environmental Impact Assessment Report will comply with Appendix 3 of GN R982/2014 (as amended). It will build on the plan of study (as per Appendix 2(1)(h) of GN R982/2014, as amended), which was completed during the Scoping Phase.

The following deliverables will be required from the appointed PSP for the Environmental Impact Assessment phase of the EIA process:

- a) Compilation of an Environmental Impact Assessment Report in accordance with the plan of study in the Scoping Report;
- b) Incorporation of the specialist studies' results, findings and recommendations in the EIA Report;
- c) Compilation of an Environmental Management Programme complying with Appendix 4 of GN R982/2014 (as amended) for inclusion in the EIA Report;
- d) Circulation of the EIA Report for comment to registered I&APs and inclusion of the comments and EAP/applicant's responses in an updated Comments and Response Report; and
- e) Finalisation of the EIA Report and submission to DEFF within the regulated timeframes as per GN R982/2014, as amended.

## 4.6 Specialist Studies

Various specialist studies will be required, as part of the EIA process, to quantify and assess social and environmental impacts of the proposed project and identify suitable mitigation measures. Standard specialist studies that are envisaged for this project include:

- A terrestrial ecology and botanical study;

- An aquatic ecology and wetland assessment (to be used for both the EIA and WULA process); and
- A Phase 1 heritage impact and paleontological assessment.

Bidders shall make provision in their Financial Proposal for all costs associated with conducting the above-mentioned specialist studies for the proposed project. A list of the proposed specialists must be included in the Technical Proposal, together with their curriculum vitae and previous experience on similar projects.

Should further unforeseen specialist studies be identified as critical to obtain environmental authorisation, the necessary specialist sub-consultant will need to be appointed. If such a need arises, the PSP shall be required to submit a comprehensive motivation for approval by DWS, which shall include a detailed cost proposal. The specialist sub-consultant will then be appointed and paid via the Provisional Sum described in **Section 6.2.2**.

#### **4.7 Environmental Management Programme**

The appointed PSP is required to compile an Environmental Management Programme (EMPr) that will address mitigation measures for environmental impacts during design, construction and operation of the proposed project (as identified in the EIA Report). The EMPr will comply with Appendix 4 of GN R982/2014 (as amended) and will form part of the EIA Report submission.

#### **4.8 Water Use Licence Application**

The proposed dam will require a Water Use Licence Application (WULA) in terms of Section 21(b) of the National Water Act (NWA). As the proposed dam site is also located within minor drainage lines, Section 21 (c) and (i) applications will also be required. The appointed PSP must therefore make provision for an application for a water use licence for the proposed dam. The WULA process and deliverables will comply with GN R267/2017.

#### **4.9 Amendment of Authorisation and Assistance with Appeals**

This appointment includes involvement by the PSP until final authorisation of the proposed project has been obtained from DEFF. It is therefore required that the appointed PSP provides a support service to DWS in handling all the appeals lodged against the proposed project.

This implies that the appointed PSP will have to perform all administrative and other tasks required, such as setting up meetings with DEFF and the appellant parties, and to assist with responses, etc. This task will require close collaboration with DWS at all times and on all issues.

Upon receipt of all the appeals from DEFF the appointed PSP will be responsible for the Draft and

Final Appeal Response Report (ARR) in the prescribed format that needs to be submitted to DEFF. Bidders shall make provision in their Financial Proposal for all the costs to prepare the Draft and Final ARR and for submitting it to DEFF.

The appointed PSP will be responsible for the Legal Review of responses to appeals lodged with DEFF against the proposed dam. Furthermore, the appointed PSP will have to perform all the administrative and other tasks associated with this Legal Review.

An experienced Legal Professional, who has both a proven record and experience in water and environmental legislation, and who mainly specializes in these fields, shall be responsible for the Legal Review.

Bidders shall make provision in their Financial Proposal for 100 hours for the Legal Review of responses to appeals lodged with DEFF, and all other associated costs in this regard.

If additional support is required during the appeal process, the appointed PSP will be notified in writing to provide such services.

#### 4.10 Capacity Building and Training

Bidders must make provision for capacity building and training of DWS officials or interns (up to 3) in project management and/or technical aspects to be undertaken as part of this EIA Study. The content of the capacity building programme will be developed by the appointed PSP in consultation with the DWS Project Manager.

The capacity building of DWS officials/interns would involve their secondment to the appointed PSP for certain portions of the EIA Study to gain practical experience. The cost to the appointed PSP would be time to mentor these officials/interns and the provision of office space. Bidders should confirm their compliance with this requirement.

Another aspect of training is the presentation of a one-day workshop to present certain technical aspects of the EIA Study to DWS officials. This workshop can be accredited with SACNASP and ECSA to enable scientists and engineers respectively, to gain points for Continuing Professional Development (CPD). Topics for such a training workshop(s) should be proposed as part of the Technical Proposal.

In the **Financial Proposal** Bidders should make provision for **three (3) officials/interns** to be seconded for a period of six (6) months each, and the presentation of **two (2) one-day workshops**. It is anticipated that one workshop will be presented in Port Elizabeth and one in Pretoria. In addition to the appointed PSP preparing the presentation, provision should be made for arranging the venue, refreshments and lunch.

#### **4.11 Programme for EIA Study**

It is estimated that the duration of the EIA Study will be 24 months. Bidders must submit with their Technical Proposal a clearly set out programme for the EIA study indicating anticipated milestones. It must also indicate the duration for the various tasks and show whether all tasks can be completed within the estimated duration for the study.

## 5. APPLICABLE LEGISLATION

The legislation applicable in terms of authorisation, permits and/or licences for the proposed Coerney Dam includes the following:

### a) National Environmental Management Act (No. 107 of 1998, as amended)

The proposed project will require a Scoping-EIA process in terms of the National Environmental Management Act (NEMA), as it will trigger *inter alia* activities 15 and 16 of GN R984 (2014, as amended). The proposed project will also trigger various listed activities under GN R983 and R985 (2014, as amended).

### b) National Water Act (No. 36 of 1998, as amended)

The volume of water to be stored in the proposed dam exceeds the maximum volume generally authorised under GN 538 (2017 effective March 2017) Appendix A. The proposed dam will thus require an application for a Water Use Licence in terms of Section 21 (b) of the National Water Act (NWA). As the proposed dam site is also located within minor drainage lines, Section 21 (c) and (i) applications will also be required.

### c) National Environmental Management: Biodiversity Act (No. 10 of 2004, as amended)

The proposed project area is located within an 'Endangered' ecosystem associated with the AZa6 Albany Alluvial Vegetation type. The proposed dam site is also in a near natural state with notable species diversity. It is therefore anticipated that a permit might be required for the destruction or relocation (restricted activity as per Section 1 of NEM:BA) of plant species, which are protected under the National Environmental Management: Biodiversity Act (NEM:BA).

### d) National Forests Act (No. 84 of 1998, as amended)

The proposed dam site is located within an 'Endangered' ecosystem, which is in a near natural state. It is therefore anticipated that a permit might be required for the destruction of tree species that are protected under the National Forests Act (NFA).

### e) Nature and Environmental Conservation Ordinance (No. 19 of 1974)

The proposed dam site is located within an 'Endangered' ecosystem, which is in a near natural state. It is therefore anticipated that a permit might be required for the relocation, damage or destruction of species that are protected under the Nature and Environmental Conservation Ordinance.

**f) National Heritage Resources Act (No. 25 of 1999)**

The proposed project requires notification of the Eastern Cape Provincial Heritage Resources Agency (ECPHRA), in terms of Section 38 (1)(a) to (c) of the National Heritage Resources Act (NHRA). In the event of a heritage object and/or site being identified during the Phase 1 Heritage and Paleontological Assessment, an application for a permit for destruction or relocation will be required.

**g) Competent Authority**

Note that in terms of Section 24C (2)(d)(i) of NEMA and Section 43 (1)(c)(i), the national Department of Environment, Forestry and Fisheries (DEFF) will be the competent authority for all listed activities under GN R983 to R985.

## 6. TECHNICAL AND FINANCIAL PROPOSAL (BID)

Bidders are required to submit, at their own cost, a Proposal (Bid), which consists of the following documents:

- Standard Bidding Documents, as described under **Section 6.3**;
- A Technical Proposal, to show the ability of the PSP to perform all aspects of the EIA Study described in this Terms of Reference; and
- A Financial Proposal, to provide the cost to undertake this EIA Study (sealed in a separate envelope).

Bidders should submit comprehensive Technical and Financial Proposals, as this EIA Study will be managed to avoid variation orders as far as possible. Bidders who submit bids that show that they do not understand the scope of services, and who do not supply comprehensive proposals will be evaluated accordingly.

### 6.1 The Technical Proposal

#### 6.1.1 Introduction

An introductory section (no more than one (1) A4 page) should provide a brief overview of the bidding organization with particular emphasis on available capacity to perform this EIA study.

#### 6.1.2 Past experience

Bidders are required to provide information on recent (past 10 years) relevant assignments undertaken by the bidding organisation. Specific details must be given to indicate the extent to which these studies relate to the Scope of Services. The responsibility of the proposed Study Leader and the other key team members (Task Leaders and Specialists) for these past assignments must be specified. The Client organisation, indicative professional fees and duration of the work programme must also be specified for each assignment. This section should not be longer than three (3) A4 pages.

#### 6.1.3 Approach and methodology

The Scope of Services (refer to **Section 4**) indicates that this assignment should be undertaken in a modular manner, structured around clearly defined and related tasks.

Bidders are expected to provide a brief description of the approach, methodology and comments on the ToR, illustrating their understanding of the challenges of the EIA, time frames, and proposed method to complete the project on programme. The Bidder is expected to provide a brief outline of the work to be undertaken, placing emphasis on the important or critical aspects of each task. Particular attention must be given to compliance with standing legislation.

Where the Scope of Services is silent on particular issues, bidders must be clear in stating which issues can be expected to arise during the study and which additional tasks may be necessary. These assumptions / additional tasks must be clearly indicated in the Technical Proposal.

Bidders are expected to propose their own programme of work, in a Gantt chart (MS Projects), illustrating their understanding of the best way to organise the assignment. This representation should show phases of the assignment, tasks within phases and, where necessary, sub-tasks. The work programme must also indicate the dates at which critical milestones can be reached and the critical path.

The proposed Methodology should be documented in no more than 10 A4 pages, excluding diagrams and graphic illustrations.

#### **6.1.4 Project team capability and availability**

Bidders are required to provide a team of professionals with the necessary knowledge, experience and expertise to undertake and complete all the tasks contained in this Terms of Reference. The EAP must be registered with EAPASA. A project team organogram must be provided indicating key positions such as Study Leader, Task leaders and Specialists. Persons proposed for these positions must be identified and supported by their CV's of one to two A4 pages each, which is to be included in an Appendix. Brief capability statements must be given for each designated team member, emphasising recent experience relevant to the task envisaged.

The availability of each designated team member for the expected duration of the assignment must be indicated by reference to limitations that may be placed by other known commitments. Information must also be given on the key support staff envisaged for the assignment, supported by brief CV's, also included in an Appendix.

This section of the proposal should be limited to five (5) A4 pages with CV's included in an Appendix. Company profiles, etc. can be provided in a separate Appendix, but will not be used for the evaluation of bids.

## **6.2 The Financial Proposal**

### **6.2.1 Requirements for Financial Proposal**

The Financial Proposal is a stand-alone document that should provide comprehensive information on the cost of undertaking the EIA Study.

Bidders shall make provision in their Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services. It should be noted that an increase of the



original contract amount (variation order) shall only be considered in exceptional circumstances, such as additional work that was not reasonably foreseen and cannot be accommodated in the Study Budget by a re-allocation of funds.

The Financial Proposal shall include the following:

- A breakdown of deliverables and associated costs, based on the allocation of resources to the various tasks, sub-tasks and other activities (refer to **6.2.1** below);
- Value Added Tax (VAT) at 15% on the total estimated cost;
- Provision for escalation of professional fees and disbursements (included in deliverables) over the contract period;
- A cash flow for the contract period based on the work programme; and
- A breakdown of study team members showing the fees to be earned by Historically Disadvantaged Individuals (HDI).

## **6.2.2 Cost of Deliverables**

This EIA Study will be managed on the basis of deliverables and not on the number of hours worked. The breakdown of deliverables must therefore be defined in the Financial Proposal such that there will be a satisfactory cash flow to sustain the appointed PSP. A Guideline of Deliverables is discussed in **Chapter 7** below.

The cost of a deliverable shall include all resources (professional and other staff costs), as well as disbursements and other costs required to produce that particular deliverable. This cost will include any sub-consultants and other resources required.

## **6.2.3 Provision for Additional Unforeseen Tasks**

During the EIA Study the appointed PSP may be required to undertake additional unforeseen specialised tasks that are not part of the regulated EIA process. Provision will be made in the Study Budget for the following:

- a) Collaboration with the Technical Feasibility Study PSP to obtain details and other information on the proposed project (refer to **4.2 (f)** above);
- b) Unforeseen specialist studies, which are not part of the regulated EIA process, that are identified during the EIA Study as being crucial for the successful environmental authorisation of the proposed project (refer to **4.7** above);

The appointed PSP shall, when required during the Study, obtain the necessary quotations from reputable sub-consultants for the required specialist task(s). The quotations, with a recommendation from the appointed PSP, shall then be submitted to DWS for approval before the

sub-consultant is appointed. The relevant Government procurement regulations shall apply to this appointment process.

Provision for payment of specialist sub-contractors and sub-consultants will be made as follows:

- A Provisional Sum shall be included in the Study Budget (by DWS) to cover all costs associated with the additional unforeseen specialised task(s);
- Payment of specialist sub-contractors and sub-consultants shall be made through the EIA Study contract between the appointed PSP and DWS;
- The handling of the appointment, management and payment of the above specialist sub-contractors and sub-consultants by the appointed PSP, on behalf of DWS, shall be covered by an administrative fee of 10%, which is part of provisional sum.

### 6.3 Evaluation System

The Department of Water and Sanitation will evaluate all proposals (bids) in terms of the Preferential Procurement Regulations 2017. A copy of the Preferential Procurement Regulations 2017 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2011, submissions will be adjudicated on the 80/20 points system and the specified evaluation criteria.

A four phase evaluation system will be applied in evaluating the bid. On receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

- Phase 1: Pre-qualification Criteria;
- Phase 2: Administrative Compliance
- Phase 3: Functional / Technical Evaluation; and
- Phase 4: Points awarded for Price and B-BBEE Status Level of Contribution (80/20 Preferential System).

#### 6.3.1 Phase 1: Pre-qualification Criteria

Only bidders who are an EME (Exempted Micro Enterprise) or QSE (Qualified Small Enterprise) will be considered for this bid

NB: Bidders who do not comply with the pre-qualification criteria will be disqualified and not considered for Phase 2.

#### 6.3.2 Phase 2: Administrative Compliance

Bidders are required to comply with the requirements listed below.

No	Criteria	Yes	No
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1	Companies must be registered with National Treasury's Central Supplier Database (CSD). Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.2, SBD 4, SBD 6.1, SBD 8 and SBD 9		

### 6.3.3 Phase 3: Functional / Technical Evaluation

Bidders must score at least 65% for functionality to qualify for Phase 4 of adjudication. A bidder that scores less than 65% will be regarded as submitting a bid that is technically unacceptable (non-responsive bid) and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

The weight that will be allocated to each functional / technical criterion is as follows:

*Definition of values: 1= Very Poor 2 = Poor 3 = Average 4 = Good 5 = Excellent*

Functional / Technical Criteria	Points value	Weighting Points Awarded
<b>Past Experience:</b> a) This criterion relates to the experience of the bidding company in EIA studies for similar projects (type and magnitude) over the past 10 years. b) In the case of a joint venture (JV) or sub-consultant the relevant experience of all companies should be provided. Points will then be awarded on a pro rata basis according to the JV agreement (50:50 or 75:25, etc.).		25
Past experience of 10 years or more	5	
7 to 9 years	4	
5 to 6 years	3	
4 years	2	
3 years	1	
1 to 2 years	0	
<b>Methodology:</b> The methodology provided by bidders will be evaluated according to the following criteria: a) A detailed method statement is given for each task in the study. b) The expected challenges associated with tasks are highlighted. c) The critical aspects of tasks are emphasised. d) The legislation to be complied with is stipulated. e) A detailed work programme for the study is provided.		35
All 5 criteria are adequately addressed in Technical Proposal	5	
4 criteria are adequately addressed in Technical Proposal	4	
3 criteria are adequately addressed in Technical Proposal	3	

2 criteria are adequately addressed in Technical Proposal	2	
Only 1 criteria is adequately addressed in Technical Proposal	1	
No criteria are addressed in Technical Proposal	0	
<b>Team Capability: Study Leader</b> The Study Leader needs to comply with the following criteria: a) He/she should have a relevant technical and project management experience of at least 10 years. b) He/she needs to be able to manage the technical, financial and personnel aspects of this study, as well as ensure that the study programme is achieved. c) He/she should have been a study leader of one or more large studies or projects.		10
10 years or more of relevant experience, required ability and previous study leader experience	5	
8 to 9 years	4	
7 years	3	
6 years	2	
5 years	1	
Less than 5 years	0	
<b>Team Capability: Team members</b> a) Task leaders and specialists should have the relevant experience, knowledge and expertise required to ensure that their respective tasks can be successfully undertaken. b) Team members should have the necessary qualification, knowledge and experience for their respective tasks. c) A balanced team for the required tasks should be provided. d) An organogram of the project team showing their position and role in the study should be provided.		20
Balanced team with task leaders/ specialists with 10 years or more of relevant experience	5	
8 to 9 years	4	
6 to 7 years	3	
4 to 5 years	2	
1 to 3 years	1	
Task leaders/ specialists have no relevant experience	0	
<b>Capacity building and training:</b> Provide clear proposals on capacity building and training, which includes secondment of DWS officials and presentation of training workshops. Topics for workshops should also be provided.		10
Adequate provision is made for 3 DWS officials and 2 workshops	5	
Provision is made for 2 DWS officials and 1 or 2 workshops	4	
Provision is made for one DWS official and 1 or 2 workshops	3	

Provision is made for secondment of DWS officials only	2	
Provision is made for presentation of workshops only	1	
No provision is made for training and capacity building	0	
<b>TOTAL</b>		<b>100</b>

#### 6.3.4 Phase 4: Price and B-BBEE status level of contribution (80/20 system)

##### Price

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

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

Where:

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

##### Preference (B-BBEE Status Level of Contribution)

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

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

Bidders must submit their original and valid **B-BBEE status level verification certificate** or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

Scores obtained for Price and B-BBEE Status Level are combined to obtain an overall score for each bid. The Functionality score is not factored in the final score, it is only used for screening bids that qualify from those that do not qualify to enter the last stage of evaluation.

### 6.3.5 Specific Conditions

Bidders must pay attention to the following specific conditions:

- Bidders must submit one (1) original Proposal plus five (5) copies, marked appropriately;
- Proposals must be submitted in sealed envelopes;
- Joint ventures are required to submit a formal agreement between the parties involved in the joint venture. The percentage involvement of each firm in the joint venture must be clearly stated; and
- DWS is under no obligation to accept any bid, for whatever reasons it may consider appropriate, and reserves the right not to proceed with the appointment of any firm that responded to the invitation to tender. If a decision is made not to proceed with appointment, official notification will be given to all bidders who attended the compulsory briefing session.

## 7. DELIVERABLES

Deliverables such as reports, presentations, letters and databases must be provided in Microsoft applications and in PDF-format (where applicable). Text for all documents shall be Arial 11 font at 1.5 spacing, unless otherwise stated or agreed.

Provision must also be made to supply deliverables, such as reports and letters, in hard copy format. The standard and format of reports must be confirmed with DWS before drafting and submitting the required reports for this EIA Study. Reports are typically submitted as first Draft, Draft Final and Final.

**Table 7-1** provides a guideline of the deliverables required for this EIA Study, but is not an exhaustive list. Bidders should therefore scrutinise the list and submit an updated comprehensive list of expected deliverables in their Technical Proposal. These deliverables should be chosen to be achievable on a regular (monthly) basis in order to ensure a steady income for the appointed PSP over the duration of this EIA Study.

<b>Table 7-1: Guideline of Deliverables for the Scoping-EIA and WULA processes</b>	
<b>No.</b>	<b>Description</b>
a	A Work Plan setting out the various tasks that must be undertaken, with a detailed description of each task / sub-task / work package, and showing the expected deliverables
b	A Study Gantt chart showing the various tasks, sub-tasks and work packages with delivery dates
c	Formal Study progress reports, including information on expenditure, and a Closure report
d	Minutes of project steering committee (PSC), study management committee (SMC), and other meetings
e	A decisions register with processes to record substantial decisions
f	A record of liaison with role players and stakeholders
g	The Scoping-EIA process typically has the following reports as deliverables: <ul style="list-style-type: none"> <li>• Inception Report</li> <li>• Scoping Report</li> <li>• Specialist sub-reports</li> <li>• Environmental Impact Assessment Report</li> <li>• Environmental Management Programme</li> <li>• Appeals Response Report</li> </ul>
h	Reports supporting the WULA process

## 8. FORMAL BRIEFING SESSION

- 8.1. Due to the COVID-19 restrictions on gatherings and to allow for maximum participation of the prospective service providers, the department will not be holding any formal briefing session.
- 8.2. In order to attend to any specific questions to this Terms of References, service providers are required to submit their formal enquiries directly to the Project Manager(s) and the SCM office.
- 8.3. Service Providers will have two weeks after advertisement to submit their questions and the department will respond to such questions and also upload all questions and answers on the departmental website [www.dwa.gov.za](http://www.dwa.gov.za)
- 8.4. The contacts listed under paragraph 9 below will be attending to all questions.

## 9. GENERAL INFORMATION

### a) Client and Study Name

The Department of Water and Sanitation (DWS) will act as the Client for the proposed assignment. The assignment shall be called: *Algoa Water Supply System: Environmental Impact Assessment of the proposed Coerney Balancing Dam*.

### b) Intellectual Property Ownership

The ownership of all Intellectual Property derived from this EIA Study shall vest with DWS. This stipulation will be included in the contract between the appointed PSP and DWS.

### c) Invoices

The Financial Proposal, and hence invoices submitted for payment, must be set up in such a way that it will be possible for payments to be linked to deliverables. DWS needs to be in a position to track the contract progress by checking deliverables achieved. Payments will be made after DWS has received satisfactory proof of deliverables. Examples of deliverables are discussed in **Section 7** above. The invoice format needs to be agreed with DWS at the commencement of the contract. It should also be noted that only one invoice per month can be submitted to DWS, but an invoice does not need to be submitted for each month.

### d) Contact Person

This Terms of Reference and invitation to bid are administered by the Directorate: Options Analysis. The details of the contact persons for enquiries about this EIA Study are given in the table below.

Contact person	Address
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Technical Matters	Bid and SCM Related Matters	Department of Water & Sanitation Sedibeng Building Room 840  Private Bag X 313 PRETORIA 0001
Mr A J (Tony) Moore Tel: 012 336 8528 Cell: 082 884 5540 E-mail: MooreT@dws.gov.za	Mr Patrick Mabasa Tel: 012 336 7518 Cell:063 2519486 E-mail: MabasaP@dwa.gov.za	