



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

WP11381

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CROCODILE (EAST) WATER PROJECT: MODULE 2: ENVIRONMENTAL IMPACT ASSESSMENT

ISSUE DATE:

31 MAY 2021

CLOSING DATE AND TIME

02 JULY 2021 at 11H00am

Due to the COVID 19 restrictions, there will be no briefing session.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WP11381	CLOSING DATE: 02 JULY 2021	CLOSING TIME:	11H00AM	
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CROCODILE (EAST) WATER PROJECT: MODULE 2: ENVIRONMENTAL IMPACT ASSESSMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX AT ZWAMADAKA BUILDING 157 FRANCIS BAARD STREET (FORMERLY SCHOEMAN STREET)					
PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Conory Mgwena		CONTACT PERSON	Mr JA Bester	
TELEPHONE NUMBER	012 336 8578		TELEPHONE NUMBER	012 336 8071 / 084 517 5560	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MgwenaC@dws.gov.za		E-MAIL ADDRESS	Besterk@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE

(Professional Services)

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CROCODILE (EAST) WATER PROJECT: MODULE 2: ENVIRONMENTAL IMPACT ASSESSMENTNAME OF BIDDER:PROJECT NO: **WP11381**CLOSING TIME: **11:00 AM**CLOSING DATE: **02 JULY 2021**OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.**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. PHASE ACCORDING TO WHICH THE PROJECT WILL BE
COMPLETED, COST PER PHASE AND MAN-DAYS TO BE
SPENT

..... R..... Days

..... R..... Days

..... R..... Days

- 3.1. Travel expense (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.....

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.

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

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

TOTAL: R.....

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

.....

5. Estimated man-days for completion of project

.....

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

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

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the:

Department: Department of Water and Sanitation

Contact Person: Conory Mgwena

Tel: 012 336 8578

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Mr JA Bester

Tel: 012 336 8071 / 084 517 5560

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

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

¹"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.

²"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
presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

Connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

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

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

2.11.1 If so, furnish particulars

.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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
Total points for Price and B-BBEE must not exceed	100

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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	Or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of 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-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	+	No <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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

2. Application.

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights.

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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
- 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		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

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

Name:.....

Position:.....

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DIRECTORATE: OPTIONS ANALYSIS

TERMS OF REFERENCE

for the

CROCODILE (EAST) WATER PROJECT: MODULE 2: ENVIRONMENTAL IMPACT ASSESSMENT

MARCH 2021

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LIST OF ACRONYMS AND ABBREVIATIONS

BBBEE	Broad Based Black Economic Empowerment
BID	Background Information Document
CEWP	Crocodile East Water Project
CSD	Central Supplier Database
DEFF	Department of Environment, Forestry and Fisheries
DM	District Municipality
DMR	Department of Mineral Resources
DWA	Department of Water Affairs (now DWS)
DWS	Department of Water and Sanitation
EA	Environmental Authorisation
EAP	Environmental Assessment Practitioner
EIA	Environmental Impact Assessment
EIR	Environmental Impact Report
EMP	Environmental Management Plan
EMPr	Environmental Management Programme
EWR	Environmental Water Requirements
HDI	Historically Disadvantaged Individual
IAAP	Implementation Activities and Action Plan
IAPs	Interested and Affected Parties
IIMA	Interim Inco Maputo Agreement
ISP	Internal Strategic Perspective
IWAAS	Inkomati Water Availability Assessment Study
IWRP	Integrated Water Resource Planning
km ²	Square Kilometre
LM	Local Municipality
MLM	Mbombela Local Municipality
million m ³	Million Cubic Metre
NEMA	National Environmental Management Act
NWA	National Water Act
PPP	Public Participation Process
PPPFA	Preferential Procurement Policy Framework Act
PRIMA	Progressive Realisation of the IncoMaputo
PSC	Project Steering Committee
PSP	Professional Services Provider
RPF	Relocation Policy Framework
SAHRA	South African Heritage Resources Agency
SARS	South African Revenue Services
SBD	Standard Bidding Document
SCM	Supply Chain Management
SIA	Social Impact Assessment
SMC	Study Management Committee
ToR	Terms of Reference
TPTC	Tripartite Technical Committee
WC	Water Conservation
WDM	Water Demand Management
WMA	Water Management Area
WSA	Water Services Authority
WSS	Water Supply Scheme
WULA	Water Use Licence Application

1. INTRODUCTION

The water of the Crocodile River System in Mpumalanga Province has been fully allocated yet the water requirements, especially for domestic water supply continues to grow. The system is under stress, and therefore it cannot fully meet the Environmental Water Requirements (EWR) and the reliability/assurance of supply for both agricultural and municipal water use is under threat. This situation will worsen in the short term if Water Conservation and Demand Management (WC/WDM) measures are not fully implemented. In the medium to long term WC/WDM will not be sufficient to provide for the increase in domestic water requirement and the yield of the water resource will have to be increased by providing additional storage. Due to the long lead-time required to develop new water resources (building dams), an additional dam in the Crocodile River Catchment has to be investigated without delay.

The Chief Directorate: Integrated Water Resource Planning (IWRP) has conducted a study titled: "Water Requirements and Availability Reconciliation Strategy for the Mbombela Municipal Area". The study was executed at a very detailed level of investigation, and the results as well as the recommendations are of high confidence. The study was guided by a Steering Committee with membership from all major water sector role players in the area.

A number of interventions were recommended for both the short and long-term water requirements for the Mbombela Local Municipality (MLM). The strategy was developed in an integrated manner such that whilst it was aimed at addressing the growing water demands within the target area, the water requirements within the source area were not ignored. If the recommendations of the strategy are followed through, they will have a positive regional impact.

Currently the MLM Water Supply System obtains most of its water from the Crocodile (East) and Sabie River Systems as well as a small percentage from ground water. Transfers of water into the MLM Water Supply System from outside the catchment are not feasible given distance from all other sources, topographic challenges and availability of water in surrounding catchments. Some water resource deficits will have to be met from within the sub-catchments, through more efficient use of the limited resources. This entails implementation of WC/WDM measures. Dam development options within the Crocodile Sub-catchment have been identified and evaluated taking into account, environmental considerations, incremental yield, cost and regional benefits.

The Department of Water and Sanitation (DWS) hereby calls for proposals from independent Environmental Assessment Practitioners (EAPs), as a Professional Services Provider (PSP), to undertake the required Environmental Impact Assessment (EIA), in terms of all applicable environmental legislation, required for these proposed development options.

For tender purposes, the Technical and Financial Proposal for this EIA Study should make provision for an EIA and the environmental authorisation of one (1) dam. However, it will be required to assess an alternative dam site from an environmental perspective.

The projects recommended for implementation will, however, be confirmed during the Technical Feasibility Study and will be provided to the EAP for assessment of the environmental impacts.

It is estimated that the duration of this EIA Study will be **24 months**. This estimated duration includes the EIA Process and application for authorisation of the three proposed development options, as well as **6 months** support during the appeal period.

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

2. OBJECTIVE

The objective of this EIA Study is to deliver a legally sound and comprehensive EIA Process in accordance with the National Environment Management Act (NEMA), of 1998 (Act 107 of 1998) and the Environmental Impact Assessment Regulations, as amended on 4 December 2014 and any later amendments.

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

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

- Review the Environmental Screening Report and other information available from the Technical Feasibility Study investigation;
- Prepare a Scoping Report for the development options;
- Undertake a Public Participation Process (PPP) to engage with stakeholders;
- Perform a complete and comprehensive EIA for the development options;
- Prepare and submit the required applications in terms of the National Heritage Resources Act, 1999;
- Draft the Environmental Impact Report (EIR), including the necessary Specialist Study Reports;
- Draft a Social Impact Assessment (SIA) Report;
- Develop an Environmental Management Programme (EMPr) for pre-construction, construction and operation of the proposed projects;
- Develop an Environmental Management Plan (EMP) for the proposed quarries and borrow areas, as well as the separate Department of Mineral Resources (DMR) EIA Process, and submissions of the applications for their authorisation, and
- EIA work done should be to the standard that it could provide the information required for Water Use Licence Applications (WULAs) in terms of Section 21 and Section 22(3) of the National Water Act (NWA).

3. PROJECT DESCRIPTION

3.1. Description of the Study Area

The Crocodile (East) River Catchment lies in the north-east of the country and forms part of the larger Incomati River Basin, which is a shared basin between Mozambique, South Africa and Swaziland. The Crocodile Catchment has a total surface area of 10 446 km² and is made up of four tertiary catchments, namely the Upper Crocodile (X21), Middle Crocodile (X22), Lower Crocodile (X24) and Kaap (X23). Important tributaries of the Crocodile River include the Kaap River, the Elands River in the Upper Crocodile, the Nels River and White River in the Middle Crocodile.

The Crocodile Catchment is a rural community in nature with agriculture as the main activity. The high rainfall escarpment catchments of the Upper and Middle Crocodile as well as the Kaap catchments have significant areas of commercial forestry. The Upper Crocodile is relatively undeveloped with small domestic and irrigation demands. The water demands from Middle Crocodile Catchment are large areas of controlled irrigation and urban demands in the MLM. The Kaap Catchment is dominated in the lower eastern part by significant areas of controlled irrigation. Water is transferred into the Kaap River Catchment from the Lomati and Shiyalongubu Dams for urban users (Umjindi Local Municipality) and for agricultural users (Louw's Creek Irrigation Board). The Lower Crocodile also has large areas of controlled irrigation and smaller urban/domestic demands for the Nkomazi Local Municipality.

Towns in the MLM's area of jurisdiction includes Mbombela (Nelspruit), Hazyview, White River, Rocky Drift, Ngodwana, Matsulu, the Nsikazi Area, Elandshoek, Kanyamazana and Kaapsehoop. The MLM forms part of the bigger Ehlanzeni District Municipality (DM).

Water shortages are regularly experienced by both the domestic and agricultural sectors in the Crocodile (East). Both public and commercial sectors have requested further development of additional yield through storage within the Crocodile River Catchment to address these water shortages and 'to support new developments. There is also pressure from neighbouring Mozambique to ensure that the minimum cross-border flows are met.

The only major storage in the catchment is the Kweni Dam (formally known as Braam Raubenheimer Dam) in the upper Crocodile Catchment, which is approximately 60 km west of Mbombela (Nelspruit) and 160 km west (run of river length) from South Africa's border with Mozambique at Komatipoort. This dam, with a storage capacity of 158,9 million m³, is located far away from the demand centres and it is therefore difficult to regulate and manage water distribution as well as to supply the demands as required by users. This results in high transmission losses and occasional under-supply of requirements to some users in

especially the lower reaches, as well as the extremely important international commitment to Mozambique.

3.2. Previous and Current DWS Investigations

- Interim IncoMaputo Agreement (IIMA), Tripartite Technical Committee (TPTC) Mozambique, South Africa & Swaziland - August 2002.
- Inkomati Water Management Area Internal Strategic Perspective (ISP) PWMA 05/000/00/0303 – March 2004.
- Crocodile (East) River Development, Reconnaissance Study, PD Naidoo & Associates - September 2008.
- Inkomati Water Availability Assessment Study, Main Report (IWAAS) PWMA 05/X22/00/0808 – June 2009.
- Progressive Realisation of the IncoMaputo Agreement (PRIMA): Basin Management Alternatives and Feasibility Report: Part B: Inkomati River Basin, Report No.: Implementation Activities and Action Plan (IAAP) 3 – April 2011.
- Inkomati Water Management Area: Modelling Support for Licencing Scenarios: Identification of Dam Sites on Crocodile River (East) – (1st Draft 2011).
- Comprehensive Reserve Determination Study for Selected Water Resources (Rivers, Groundwater and Wetlands) in the Inkomati Water Management Area (WMA), Mpumalanga.
- Development of real-time operating rules for the Crocodile River Catchment.
- Water Requirements and Availability Reconciliation Strategy for the Mbombela Local Municipality – February 2014.
- Continuation of Water Requirements and Availability Reconciliation Strategy for the Mbombela Municipal Area – October 2020.

4. SCOPE OF SERVICES

Current and previous studies that have been undertaken as part of the Technical Feasibility Study will be made available to the EAP. The EAP is required to review these 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 (Environmental Scoping and EIA Phases) in order to obtain the relevant environmental authorisation for the proposed projects from the relevant environmental authorities, e.g Department of Environment, Forestry and Fisheries (DEFF) and the DMR.

The scheme configuration could consist of the proposed Montrose Dam or the proposed Mountain View Dam or the proposed Strathmore Dam plus/or the proposed Boschjeskop Dam. It is, however, anticipated that the construction of one dam should suffice.

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 relevant application forms for the proposed projects and submission thereof to the relevant environmental authorities.
- A pre-consultation and authorities meeting with the DEFF, DMR and DWS should be undertaken.
- The EAP shall be required to undertake all tasks necessary for the completion of the Environmental Scoping and EIA Phases, which shall include the following main activities:
 - a) Site visits during the Environmental Scoping and EIA Phases;
 - b) A PPP is to be undertaken as per the EIA Regulations;
 - c) Drafting of Environmental Scoping Reports for the proposed project areas;
 - d) Preparing Plans of Study for the EIA Phase;
 - e) Undertaking the EIA for the proposed projects;
 - f) Undertaking specialist studies of the proposed project areas, including the assessment of project impacts on aquatic ecology, flora, fauna, avifauna and wetlands;
 - g) A water quality study of the proposed project areas;
 - h) A heritage impact assessment and paleontological study of the proposed project areas;

- i) A visual impact assessment of the proposed projects;
- j) A social and economic impact assessment of the proposed projects, including land acquisition and relocation of affected communities;
- k) Drafting of EIA Reports for the proposed project areas;
- l) Development of an EMP_r for the proposed projects;
- m) Development of an EMP for the proposed quarries and borrow areas, as well as the submission of applications to the DMR for their authorisation, and

Proper planning and programming of the phases and various activities required for this EIA Study is essential in order to comply with the revised timeframe of the amended EIA Regulations (2014).

4.1 Inception Report

The appointed PSP will be required to do an assessment of the Technical Feasibility Study and other available information. This will include a review of the environmental screening of the project that was performed for the purposes of the Technical Feasibility Study.

After signing of the Contract by both parties the PSP can start with their work.

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

The Contract, however, allows for revision upon submission of the Inception Report, which will then fix the final Scope of Services for this EIA Study after agreement and approval by the DWS.

The purpose of the Inception Report is to capture the important work to be performed that will be required for the successful completion of this EIA Study, which may for some reason or another have been overlooked in the compilation of the original Terms of Reference (ToR) or in the proposal submitted by the PSP. Omission of this additional work is usually only detected once work on the study has started and most of the team members have had time to familiarise themselves with the detailed requirements of the tasks necessary to ensure the successful completion of the study.

The Inception Report is a formal document that will cover all the aspects of the original proposal plus the additions to the Scope of Services that may be required, the Contract Amount and the Contract Period. The Inception Report will list all tasks required, all the team members for each task and their time allocation and hourly rates per task, anticipated

disbursements, revised study programme, etc. The rates of all new team members need to be approved before they can be engaged.

For this particular appointment the Inception Report should be finalised (co-signed by the DWS and PSP) within *three (3) months* of commencement of this EIA Study.

4.2 Project Management

Project management and coordination of this EIA Study will be the responsibility of the PSP under supervision of the DWS Project Manager. This will involve various meetings and the PSP must make provision for these meetings as specified in **Table 4-1** below.

Table 4-1: EIA Study Meetings to be priced by PSP in the Financial Proposal

Meeting Type	No.	Place	PSP Obligations
Study Management Committee (SMC), excluding inception meetings	Once every two months fifteen (15) meetings in total.	Assume venue is in the study area. Mbombela for all these meetings.	<ul style="list-style-type: none"> • Arrangements for meetings; • Attendance; • Power Point presentation of study progress, as well as • Minute taking and distribution.
Project Steering Committee (PSC) and/or Stakeholder Meetings	Once every two months twelve (12) meetings in total.	In study area. Assume venue is in Mbombela for all these meetings.	<ul style="list-style-type: none"> • Arrangements for meetings; • Attendance; • Power Point presentation of study progress, as well as • Minute taking, and distribution.
Presentations to DWS Management	Assume Seven (7) Presentations.	DWS Pretoria and Mbombela.	High quality PowerPoint presentations by one or two of the PSP's team members.
Public meetings with stakeholders (arranged by the PSP)	Assume six (6) events and twelve (12) meetings.	Assume venue is in Mbombela Project area for all these meetings.	<ul style="list-style-type: none"> • Arrangements for meetings; • Progress Reports; • PowerPoint presentations • Minute taking and distribution, as well as • Arrange refreshments.
Liaison with role players (Municipalities, other Government Departments, etc.)	As required, assume a total of ten (10) meetings.	Assume venue is in Mbombela Project area for all these meetings.	<ul style="list-style-type: none"> • Arrangements for meetings; • Attendance; • Power Point presentation of study progress, as well as • Minute taking and distribution.

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

4.2.1 Project Steering Committee and Public Meetings

The DWS will provide the PSP with the names and contact details of the 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 PSP appointed for this EIA Study.

4.2.2 Liaison with Role Players (Authorities Meetings)

The 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 the Mpumalanga Regional Office of the DWS. Typical role players include, but are not limited to, the following:

- Local Municipalities;
- Ehlanzeni DM, as well as
- Other Government Departments and Institutions.

4.2.3 Coordination and Management of the 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 and present project progress at the PSC meetings.

4.2.4 Quality Control of Study Reports

It will be the responsibility of the Study Leader to review all reports (draft or final) before submission thereof to the DWS. The Study Leader shall ensure that all reports are produced in the format required by the 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 will review these reports.

4.2.5 Financial Management

The Study Leader shall ensure that the DWS will be invoiced as required and that invoices will be supported by all the necessary documentation that is required by the DWS. It is the responsibility of the PSP to ascertain the DWS requirements at the onset of this EIA Study. It is important that Progress Reports are submitted together with the invoices, that covers the invoice period. These Progress Reports are in addition to the Progress Reports that have to be prepared for PSC meetings that covers the period between two successive PSC

meetings. It should be noted that the PSP's Project Leader will be responsible for, and up to date with, all financial related issues of this EIA Study.

4.2.6 Collaboration with PSP for the Technical Feasibility Study

A close collaboration needs to be maintained between the EIA Study Team and the PSP appointed for the Technical Feasibility Study. The main objectives for this collaboration are, but not limited to, the following:

- To make both teams aware of all the environmental impacts at an early stage;
- To support each other in establishing suitable mitigation measures for environmental impacts;
- To assess the cost of proposed environmental mitigation measures and include it as part of the overall project cost, as well as
- To avoid conflicting Project Reports produced by the two different study teams.

4.2.7 Maintain Website

It will be necessary to provide information to the DWS's web service manager to update and maintain the DWS Crocodile East Water Project (CEWP) website that will be used for dissemination of information during the study period. The following information must be published:

- Notices of all public meetings;
- Minutes of all public meetings and presentations;
- Scanned versions of newspaper advertisements;
- Approved Scoping Reports;
- Approved EIRs and presentations;
- Approved EMP, as well as
- A copy of the official Environmental Authorisations (EAs) for the project issued by DEFF and DMR.

4.3 Public Participation Process

An integral part of this EIA Study will be the PPP, which is vital during both the Environmental Scoping and EIA Phases of this EIA Study. Proper planning and timing of this process is essential in order to ensure compliance with the revised timeframe of the amended EIA Regulations (2014). It is also important to note that affected communities have local in-depth knowledge of the study area and can provide valuable insight into the proposed development projects, which can positively influence technical details and designs.

It will be the responsibility of the PSP to ensure that all Interested and Affected Parties (IAPs) are provided with a reasonable opportunity to participate in the PPP. This includes *inter alia* the publishing of newspaper advertisements in both local and regional media, erection of site notices near affected communities, facilitation of public meetings and ensuring notifications, reports and meetings are in a language appropriate to the communities that are being engaged. For this EIA Study, English and local languages are the languages to be used in all communication to the public and stakeholders.

As part of the PPP, it will be required from the PSP to appoint local facilitators/public relation officer sourced from the local communities, or a person who has experience in the area through a process to be agreed upon with the DWS. Local facilitators are crucial for the success of this EIA Study for projects of this nature because they understand the communities, traditional leadership and political structures very well. They also provide the best communication channel to reach the communities and other important stakeholders. Local facilitators must assist with translating from English to local languages during meetings with local communities and stakeholders, as well as translating the relevant documentation. A **Provisional Sum** for the use of local facilitators during this EIA Study will be provided (refer 6.2.2 below).

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 projects;
- b) Identification of all directly affected landowners, residents and communities;
- c) Maintaining a register/database of all IAPs and their contact details for the duration of the project;
- d) Advertising of the Environmental Scoping and EIA Process for the proposed projects in local and regional media;
- e) Developing and maintaining project information suitable for publishing on the DWS website, during the EIA Process;
- f) Preparation of a detailed Background Information Document (BID) and circulation thereof to all the identified IAPs on commencement of the EIA;
- g) Notification of all identified IAPs of the EIA Process, and of their roles and responsibilities in terms of the relevant environmental legislation;

- h) Circulation of all relevant information and environmental reports to IAPs for review and comment;
- i) Providing, where necessary, translations in local languages of executive summaries of reports;
- j) Arranging, coordinating and facilitating public and focus group meetings to present information on the EIA Process, to obtain comment and input from IAPs, and to minute these proceedings;
- k) Recording all comments and responses received from IAPs in a report;
- l) Circulating all IAPs issues and comments to the project team so as to obtain feedback and inform the technical detail of the project, as well as
- m) Notification of all registered IAPs of the decision by the DEFF on the EA and the methods available to them should they wish to appeal the decision.

4.4 Environmental Scoping

The Environmental Scoping Phase will build on the Environmental Screening Report, which will be prepared during the Technical Feasibility Study. This phase entails the process of collecting, organising, analysing, interpreting and communicating information that is relevant in the EIA Process. This phase will include, but are not limited to, 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 development projects.

Engaging with the public and key stakeholders during the Environmental Scoping Phase is required in order to provide input into the identification of potentially significant environmental impacts requiring assessment. It is also necessary to deal with matters related to the ownership and acquisition of land, as well as the relocation of people, infrastructure and services.

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 in assessing the potential impacts, and the details of the independent specialist studies that will be undertaken.

The following deliverables will be required from the appointed PSP for the Environmental Scoping Phase of this EIA Study:

- a) Pre-application consultation with the DEFF and completion as well as the submission of the relevant EIA application forms in order to obtain an official project reference number;

- b) Compilation of the draft Environmental Scoping Report and Plan of Study for the EIA Process, which provides details of all identified social and environmental impacts and the proposed methodology for assessment;
- c) A clear and concise description of the IAPs, as well as
- d) Compilation and submission of a final Environmental Scoping Report to the DEFF, which includes details of comments received and how any additional issues or concerns raised by IAPs will be addressed during the EIA Phase.

4.5 Issues and Responses

A register of all issues and responses recorded during the Environmental Scoping and EIA Phases will be captured in the Issue and Response Report.

After the Environmental Scoping Phase the deliverable will be a stand-alone report entitled *Draft Issue and Response Report*. Once the EIA Phase is completed the *Final Issue and Response Report* will be attached and submitted as part of the EIR.

4.6 Environmental Impact Assessment

The EAP is required to undertake an EIA for the proposed development projects in terms of the relevant applicable legislation, which includes:

- The National Environmental Management Act, No. 107 of 1998 (NEMA);
- The Environmental Impact Assessment Regulations, as amended (December 2014);
- The National Environment Management: Waste Act, No. 59 of 2008;
- The National Water Act, No. 36 of 1998 (NWA);
- The Minerals and Petroleum Resources Development Act, No. 28 of 2002;
- The National Heritage Resource Act, No. 25 of 1999;
- DWA 2005 Environmental Best Practice Guidelines and Specifications, and
- All other relevant legislation.

The EAP must ensure that the application for authorisation covers all listed activities triggered by the proposed development projects. The works include, but are not limited to, the following:

- All the construction sites (including the construction camp and laydown areas);
- Construction of temporary cofferdams;
- Construction of new permanent and temporary access roads;

- Construction of abstraction weirs, pump stations and associated pipelines;
- Workshops and storage facilities;
- Storage of hazardous materials;
- Concrete mixing plant, stone crushers, etc.;
- Water treatment works;
- Bulk raw water conveyance infrastructure;
- Relocation of infrastructure, such as roads, power lines and telephone lines;
- Proposed quarries and borrow pits;
- Power supply for construction purposes, as well as
- River flow gauging weirs.

A Plan of Study for the EIA Process should be compiled and accepted before this EIA Study commences. The Plan of Study for the EIA should include the following:

- a) A description of all issues, identified in the Environmental Scoping Phase, that will require further investigation by way of specialist studies, as well as an explanation of issues considered insignificant;
- b) Identification of additional information required to determine the potential impacts of the proposed activities, and
- c) All potential impacts should be identified throughout the project life cycle i.e. design, construction and operation.

After completion of the specialist studies an EIR must be drafted for comment and approval. The EIR is a detailed report outlining all possible impacts (nature, extent, duration, intensity and probability) and the appropriate mitigation measures required. The EIR must propose feasible mitigation measures that can avoid, minimize, remedy or compensate for any identified adverse impacts of the project infrastructure. The final EIR must be submitted to DEFF for Environmental Authorization (EA) of the proposed development projects.

It will be the responsibility of the PSP to obtain all other relevant approvals for the projects to be implemented, in addition to the EA, for example:

- Approval from the South African Heritage Resources Agency (SAHRA), if cultural heritage sites will be affected;
- Approval from the DMR to develop quarries and borrow areas, as well as

- A draft a Relocation Policy Framework (RPF) for relocation and compensation of affected communities on tribal land.

The PSP must draft and place the relevant advertisements for the EIA Process and EA in accordance with NEMA on behalf of the DWS, as well as notify all IAPs.

4.7 Specialist Studies

Various specialist studies will be required, as part of the EIA Process, to quantify and assess social and environmental impacts in order to identify suitable mitigation measures. Standard specialist studies that are envisaged for this project are, but not limited to, the following:

- Impact Assessment on aquatic ecology, flora, fauna and avifauna;
- Heritage Impact Assessment;
- Visual Impact Assessment;
- Local Social Impact Assessment;
- Water Quality Study;
- Re-allocation Framework;
- Wetland Study, and
- Biodiversity Offset Study.

Bidders shall make provision in their Financial Proposal for all costs associated with conducting the above-mentioned specialist studies. Bidders should also make provision for any anticipated additional specialist study requirements that are not included in the above list.

A list of the proposed specialist team members must be included in the Technical Proposal, together with their curriculum vitae and previous experience on similar projects.

Should further unforeseen specialist studies be required for the EIA Process, the necessary specialist/sub-consultant must be appointed. Prior approval will, however, be required from the DWS before such a specialist/sub-consultant can commence with any work. A **Provisional Sum** for the appointment for unforeseen specialist studies during this EIA Study will be provided (refer **6.2.2** below).

4.8 Socio-Economic Analysis

The appointed PSP will be required to complete a Socio-Economic Study. This study must establish what the socio- economic benefits/losses for the region will be and what the impact will be if the CEWP, or its alternative, is not implemented. It is necessary to determine the

opportunity cost of water in the donor and recipient environment. Tools/modules that can be used are, but not limited to, the following:

- Cost-Benefit Analysis, and
- General Equilibrium Modules.

4.9 Environmental Management Programme and Monitoring

The PSP is required to compile an EMP that will address mitigation measures for environmental impacts during design, construction and operation of the proposed projects.

The preparation of a framework for environmental impact monitoring is also required. This is a continuous process used for evaluation of the performance of projects during implementation and operation.

4.10 Amendment of Authorisation and Assistance with Appeals

This appointment includes involvement by the PSP until final authorization of the projects has been obtained from the DEFF. It is therefore required that the PSP provides a support service to the DWS in handling all comments received on the project and any appeals lodged with the DEFF against the project. This implies that the PSP will have to perform all administrative and other tasks required, such as setting up meetings with the DEFF and the appellant parties, as well as to assist with responses, etc. This task will require close collaboration with the DWS at all times on all issues.

A **Provisional Sum** for assistance to the DWS during the appeal period will be provided (refer 6.2.2 below).

5. PROJECT PROGRAMME

It is estimated that the duration of this EIA Study will be **24 months**. This estimated duration includes the EIA Process and application for authorization of the three proposed development options, as well as support during the appeal period.

Bidders must submit with their Technical Proposal a clearly set out programme for this EIA Study indicating anticipated milestones. Bidders must also indicate the durations for the various tasks and show whether all tasks can be completed within the estimated 24 months.

6. PROJECT PROPOSAL

Bidders are required to submit, at their own cost, the Project Proposal, which consists of the following documents:

- Standard Bidding Documents (SBDs) which have to be completed in full and signed by the authorised signatory;
- A **Technical Proposal**, to show the ability of the PSP to perform all aspects of this EIA Study described in this terms of reference, and
- A **Financial Proposal**, to provide the cost of performing this EIA Study (sealed in a separate envelope).

6.1 Preparation of the Technical Proposal

One original plus four (4) copies of the Technical Proposal must be submitted.

The Technical Proposal should be prepared in accordance with the guidelines presented in **Annexure A** and must address the following main aspects:

- Past experience of the PSP on similar studies;
- Methodology and proposed approach indicating the PSP's understanding of the scope of work and the expected deliverables for this EIA Study;
- The capability of the proposed team to perform the required tasks for this EIA Study, as well as
- Capacity building and training.

A list of similar projects and the cost of services provided must be provided, including the contact details of clients in order that verifications can be done if required.

The capability of the technical team is an important aspect for the evaluation of Technical Proposals. It is therefore important that the Technical Proposal must present the key personnel in the team (including the specialist studies), their capabilities, experience and their roles in this EIA Study. Abbreviated CV's of the key personnel in the team must form attachments to the Technical Proposal.

The PSP can also use the Technical Proposal to present innovative approaches, or other special features, in response to the ToR. The cost for execution of such unforeseen tasks should be included in the Financial Proposal, where the cost of these tasks should be clearly and separately specified.

The PSP shall nominate a Study Leader representing the PSP in execution of this EIA Study and in dealing with the DWS. The PSP must also nominate an alternate Study Leader, who will take over from the primary nominee in the event of that person being temporarily unavailable, or not being able to take this EIA Study to its completion. The alternative candidate shall have similar credentials to the primary nominee.

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

6.2 Preparation of the Financial Proposal

One original and one copy of the Financial Proposal must be submitted as a separate document from the Technical Proposal and marked accordingly.

A summary of the Financial Proposal is required in a format proposed in **Annexure C.3**.

The Financial Proposal is a stand-alone document that should provide comprehensive information on the cost of performing this EIA Study. It should show the cost of deliverables, based on the allocation of resources to the various tasks, sub-tasks and other activities required for this EIA Study. The anticipated cash flow over the contract period is also required.

A variation order for an increase of the original contract amount 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. It is therefore expected that the PSP shall make provision in the Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services.

6.2.1 Cost of Deliverables

The cost of deliverables must be defined in the Financial Proposal as it is the intention to manage this EIA Study on the basis of deliverables and not on the number of hours worked. The man-hours, which also need to be provided, must therefore be linked to suitable deliverables that can be achieved on a regular basis to facilitate the required cash flow. A guideline of expected deliverables is discussed in **Section 7** below.

This information on the cost of the deliverables will form the basis of the **Study Budget**, and shall include the following:

- a) Professional time-based costs and disbursements for each task;
- b) Sub-consultants whose costs will be recovered from the DWS;
- c) Value Added Tax (VAT) at 15% for the total estimated cost (not per task);
- d) Cash flow and estimated total cost;
- e) Links to the proposed Work Programme, and
- f) A breakdown by study team member of fees to be earned by Historically Disadvantaged Individuals (HDIs).

The Financial Proposal shall include an estimate of the man-hours, broken down to each task and study team member. Within each task a break down is required for personnel of the main consultant and each sub-consultant comprising the following information:

- Name of each person;
- Number of hours for each person;
- Hourly rate (excluding VAT) for each person;
- Anticipated cost escalation over study period;
- Total cost for the task;
- Total VAT, and
- Total cost of the task including VAT.

This information shall be presented in tables, examples of which are attached in **Annexure C.1** and **Annexure C.2**.

6.2.2 Provisional Sums

Provisional Sums will be provided for the tasks specified below that are not part of the regulated EIA Process and are therefore difficult for Bidders to quantify accurately. This is

money that belongs to the DWS that is set aside for the specified tasks and cannot be re-allocated to other tasks without prior written approval from the DWS.

The Provisional Sums for use on the specified tasks below will be provided by the DWS when required for:

- a) Costs associated with local facilitators appointed from the project area to assist with translations to local languages, communication with stakeholders, and other aspects of the EIA Process (refer 4.3 above);
- b) Costs associated with the appointment of specialists/sub-consultants for unforeseen specialist studies required for the EIA Process (refer 4.7 above).
- c) Costs associated with assistance by the PSP to the DWS during the Appeal Process (refer 4.10 above);

6.3 Evaluation of Technical and Financial Proposals

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

Phase 1: Pre-Qualification Criteria

Phase 2: Administrative Compliance

Phase 3: Functional / Technical Evaluation

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

6.3.1. Phase 1: Pre-Qualification Criteria

Only bidders that are EMEs will be considered for this bid.

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

6.3.2. Phase 2: Administrative Compliance

Please note that all bidders must comply with the following administrative requirements:

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied <i>pro forma</i> document.
2	Registration with Central Supplier Database (CSD) as per National Treasury SCM Instruction 4 of 2015/17 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number.
3	Pricing Schedule – SBD 3.3	Please submit full details of pricing on Financial Proposal (Separate document from your Technical Proposal).
4	Declaration of Interest–SBD 4	Please complete and sign the supplied <i>pro forma</i> document.
5	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero score on BEE.
6	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Please complete and sign the supplied <i>pro forma</i> document.
7	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied <i>pro forma</i> document.
8	BBBEE Certificate	Non-submission will only lead to a zero score on BEE and not a disqualification.
9	General Conditions of Contract (GCC)	

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

6.3.3 Phase 3: Functionality (Technical) Evaluation

Bidders must score the required minimum of **70 points (70%)**, or higher, for **Functionality** (Past Experience, Methodology, Team Capability as well as for Capacity Building Training), in order to qualify for further evaluation. The criteria and guideline weighting points applicable are detailed in the following paragraphs

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

Functionality Evaluation Criteria			
Criteria		Points value	Weighting Points Awarded
Functionality	Past Experience of the company in EIA studies.		25
	≥10 years	5	
	9 to 7 years	4	
	6 to 5 years	3	
	4 years	2	
	3 to 2 years	1	
	less than 2 years	1	

	Methodology: <ul style="list-style-type: none"> • Compliance with ToR; • Detailed method statement for each task within the study area; • Demonstrate that allocated resources can achieve desirable outcome; • Inclusion of Organogram & attainable detailed programme; and • Innovations to the ToR. 		35
	All 5 items addressed	5	
	4 items addressed	4	
	3 items addressed	3	
	2 items addressed	2	
	1 item addressed	1	
	No item addressed	1	
	Team Capability <ul style="list-style-type: none"> • The study leader should have a relevant experience of at least 10 years; • The lower of the above mentioned will determine the highest possible score. 		15

	Study leader with min 10 years relevant experience as an Environmental Impact Practitioner (EAP). The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA) and the South African Council for Natural Scientific Professions (SACNASP).	5	
	Study leader with 10 to 9 years relevant experience as an EAP. The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA) and the South African Council for Natural Scientific Professions (SACNASP).	4	
	Study leader with 8 to 7 years relevant experience as an EAP. The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA) and the South African Council for Natural Scientific Professions (SACNASP).	3	
	Study leader with 6 years relevant experience as an EAP. The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA).	2	
	Study leader with 5 to 0 years relevant experience as an EAP. The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA).	1	

	Team Capability <ul style="list-style-type: none"> Team members (Specialists) should have a range of experts in various specialist fields required to complete specialist studies with a minimum of 10 years' experience; and The lower of the above mentioned will determine the highest possible score. 		15
	Specialists with 10 years of experience in relevant field.	5	
	Specialists with 10 to 9 years of experience in relevant field.	4	
	Specialists with at least 8 years of experience in relevant field.	3	
	Specialists with at least 7 years of experience in relevant field.	2	
	Specialists with at least 6 to 0 years of experience in relevant field.	1	
	Capacity building and training: <ul style="list-style-type: none"> Provide clear proposals on Capacity building and training of 10 DWS officials in project management and/or technical aspects to be undertaken as part of this Study. 		10
	Shows innovation in ensuring successful transfer of skills to DWS staff.	5	
	Provides detailed methodology of training and capacity building as per ToR.	4	

	Provides some methodology but not all aspects.	3	
	Training in a workshop format only including WRPM.	2	
	Training in a workshop format only excluding WRPM.	1	
	No training & capacity building plan provided.	1	
Total			100

Further evaluation is based on **Price and Preference** after the minimum score of 70% has been achieved by the bidder.

6.3.4 Phase 4: Price and Preference (B-BBEE Status Level of Contribution)

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

6.3.4.1 Price

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

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

Where:

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

6.3.4.2 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 an copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

Refer to SCM Bid Document SBD 6.1 (9) (issued with the Bid Documents) for detailed conditions regarding submission of **B-BBEE status level verification certificate**.

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 the 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 below provides a guideline of the deliverables required for this EIA Study and is not an exhaustive list. Bidders should scrutinise the list and submit an updated comprehensive list of expected deliverables in their Technical Proposals. These deliverables should be chosen to be achievable on a regular (monthly) basis in order to ensure a steady income for the PSP over the duration of this EIA Study.

Table 7-1: Guideline of deliverables for the purposes of an EIA Study	
No.	Description
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	Study Status Reports to summarise information and progress to date on the various tasks, and provide other relevant information.
c	A Study Gantt Chart showing the various tasks, sub-tasks and work packages with delivery dates.
d	Formal Study Progress Reports including information on expenditure and a Closure Report.
e	Minutes of PSC, SMC and other meetings.
f	A decision register with processes in order to record substantial decisions.
g	A record of liaison with all the role players and stakeholders.
h	Applications in the required form and supported by appropriate documentation for all permits, licences and authorizations required for the Project to proceed to the implementation phase.
i	A typical EIA Study has the following reports as deliverables: <ul style="list-style-type: none"> • Inception Report

Table 7-1: Guideline of deliverables for the purposes of an EIA Study

- Scoping Report
- Issues and Response Report
- Environmental Impact Assessment Report (DMR)
- Environmental Impact Assessment Report (DEFF)
- Environmental Management Programme
- Environmental Management Plan for Borrow Pits and Quarries

SUPPORTING REPORTS:

- Socio-economic Impact Assessments
- Visual Impact Assessment
- Floral Impact Assessment
- Faunal Impact Assessment
- Heritage Impact Assessment
- Water Quality Study
- Aquatic Ecology Assessment
- Wetland Assessment
- Reserve Determination

8. GENERAL INFORMATION

8.1 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: **CROCODILE (EAST) WATER PROJECT: MODULE 2: ENVIRONMENTAL IMPACT ASSESSMENT**

8.2 Registration on the DWS Database

The PSP must be registered on the DWS's PSP Database in order to be considered for the awarding of this EIA Study.

8.3 Submission of Proposals

Bidders should take note of the following requirements regarding the submission of Technical and Financial Proposals:

- One (1) original plus four (4) copies of the Technical Proposal must be submitted.
- One (1) original plus one (1) copy of the Financial Proposal must be submitted.
- Proposal documents must be placed singly in an envelope that is sealed and marked "ORIGINAL" or "COPY" as the case may be.
- Envelopes must be clearly addressed according to the instructions on the Invitation to Bid (Form SBD 1) and marked with the Bid Number, Bidder's name and address.
- The Technical Proposal and Financial Proposal must be submitted in separate 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.

The 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 this appointment, official notification will be given to all bidders who attended the compulsory briefing session.

8.4 Intellectual Property Ownership

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

8.5 Retention on PSP Contracts

It is the DWS's practice to impose a retention amount equal to 10% of the approved contract amount until all the Final Reports are submitted and approved by the DWS. The retention clause will come into effect near the end of this EIA Study, if the Final Reports are still outstanding. The retention will be reduced to 5% if the Draft Final Reports have been submitted and accepted by the DWS.

8.6 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. The DWS needs to be in a position to track the contract progress by checking deliverables achieved and hours worked. Payments will be made after the DWS has received satisfactory proof of deliverables. Examples of deliverables are discussed in **Section 7** above.

The invoice format needs to be agreed upon with the DWS at the commencement of the contract. It should also be noted that only one invoice per month can be submitted to the DWS, but an invoice does not need to be submitted for each month. Invoices must, however, be set up as such to also reflect HDI expenditure and participation.

9. BRIEFING SESSION AND CONTACT PERSONS

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

This ToR and proposal invitation to bid is being administered by the Directorate: Options Analysis (East). The contact persons for enquiries about this EIA Study are:

Contact Persons		
For Procurement:	For Technical Matters	For Bid Administrative Matters
<p>Mr P. Mabasa</p> <p>Tell: 012 336 7578</p> <p>Cell: 063 251 9486</p> <p>Email: MabasaP@dws.gov.za</p> <p>Address:</p> <p>Private Bag X 313</p> <p>PRETORIA</p> <p>0001</p>	<p>Mr JA Bester</p> <p>Tel: 012 336 8071</p> <p>Cell: 084 517 5560</p> <p>Fax: 012 336 7399</p> <p>E-mail: Besterk@dws.gov.za</p> <p>Address:</p> <p>Private Bag X 313</p> <p>PRETORIA</p> <p>0001</p>	<p>Mr Siyabonga Mbanjwa</p> <p>Tel: 012 336 8398</p> <p>Cell: 067 415 8340</p> <p>Fax: 012 336 7399</p> <p>E-mail: MbanjwaS@dws.gov.za</p> <p>Address:</p> <p>Private Bag X 313</p> <p>PRETORIA</p> <p>0001</p>

ANNEXURE A

GUIDELINES FOR PREPARATION OF A TECHNICAL PROPOSAL

The contents of the Technical Proposal must be to the point and limited to the information required. It should reflect a clear understanding of the Study to be undertaken and should concentrate on and stress the expertise and competence of the team.

The Technical Proposal should be in Arial font size 11 at 1.5 line spacing.

No financial information is to be included in the Technical Proposal.

C.1	Introduction
	Limited to two (2) A4 pages
1.a	An introductory section should provide a brief overview of the bidding organisation with particular emphasis on available capacity to perform the Study.
C.2	Past Experience
	Limited to five (5) A4 pages
2.a	Information must be provided on recent (past five 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 for this Study. The responsibility of the proposed Study Leader and the other key team members (Task Leaders and Specialists) for these past assignments must also be specified. The client organisation, indicative professional fees and duration of the Work Programme must also be specified for each assignment. The contact details of the clients of relevant assignments undertaken in the past by the bidding organisation must also be provided for verification purposes.
C.3	Methodology
	Limited to 30 A4 pages
3.a	Bidders are required to provide a brief description of their approach and methodology, and comment on the ToR, illustrating their understanding of the challenges of the Study, time frames, and deliverables. This section may also be used to briefly present alternative proposals, innovative approaches or other special features of the Technical Proposal.
3.b	The Bidder is expected to provide a brief outline of the work to be done, placing emphasis on the important or critical aspects of each task. Where the Scope of

	Services is silent on particular issues, bidders must clearly state which issues can be expected to arise during the Study and which additional tasks may be necessary. These assumptions/additional tasks must then be scheduled and budgeted for in a separate section of the Financial Proposal, which is clearly indicated as additional tasks.
3.c	The Bidder must submit a proposed Work Programme illustrating their understanding of the best way to organise the Study. This representation should show the various phases of the Study, tasks within phases and, where necessary, sub-tasks. The Work Programme must be presented in a Gantt Chart (MS Project) illustrating the dates at which critical milestones can be reached and indicating the critical path.
C.4	Team Capability
	One to two A4 pages per CV
4.a	<p>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 CVs to be included in an Appendix. The CVs shall clearly contain the following critical information:</p> <ul style="list-style-type: none"> • Name of the person • Proposed position on the project team • Current employer • Present position with the current employer • Qualifications and dates obtained • Citizenship (in case of HDIs both present and in 1994) • Academic Qualifications • Membership of professional bodies (Name of the body, registration number, registration date) • Specialisation • Applicable experience, related to the position in the project team
4.b	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 Study must be indicated by reference to limitations that may be placed by other known commitments.
4.c	Information must also be given on the key support staff envisaged for the Study, supported by brief CVs, also included in an Appendix. Company profiles, etc. can be provided in a separate Appendix, but will not be used for the evaluation of bids.
4.d	Members of the proposed project team must be assigned to the tasks identified in the Work Programme.

	A schedule is required to indicate the anticipated time contribution of each member of the project team to each main task.
C.5	Capacity Building and Training
	Limited to five (5) A4 pages
5.a	The PSP must make provision for Capacity Building and Training of the DWS officials, or interns in the EIA Process. The content of the proposed capacity building programme will need to be approved by the DWS.
5.b	<p>The interns could be seconded to the PSP for certain portions of the Study in order to gain practical experience. In this case the cost to the PSP would be time to mentor the interns and the provision of office space.</p> <p>Another option is the presentation of one-day workshops in order to present certain technical aspects of the Study to the DWS officials.</p>
5.c	<p>The PSP shall make provision in the Financial Proposal for:</p> <ul style="list-style-type: none"> • One (1) intern/official to be seconded for a period of ten (10) months; and • The presentation of three (3) one-day workshops.

ANNEXURE B.1

EXAMPLE: SUMMARY OF MANPOWER, TIME AND COST SCHEDULE

Team Member	Company Name	Company Position	Study Position (Activity)	Applicable experience in activity	HDI / Woman	Hourly Rate	Time on Study	% of Time on Study	Total Cost
				Years	Yes/No	Rand/h	Hours		Rand
Initials & Name	ABC Consult	Director	Project leader	25	Y / Y	520	20	10	10 400
Initials & Name	ABC Consult	Director	EAP	15	Y / Y	480	50	25	24 000
Initials & Name	ABC Consult	Associate	Environmental scientist	13	Y / Y	400	30	15	12 000
Initials & Name	ABC Consult	Associate	Environmental scientist	6	N / N	500	40	20	20 000
Initials & Name	ABC Consult	Associate	Public participation	10	Y / N	120	15	10	1 800
Initials & Name	ABC Consult	Technician	Support	2	Y / N	110	35	20	3 850
TOTAL							190	100	72 050

ANNEXURE B.2 – EXAMPLE: TIME AND COST SCHEDULE

Task No.	Team Member	Company Name	Position	HDI	Study position/activity	Time Schedule	Hourly rate (Excl. VAT)	Total Cost (Excl. VAT)
				Yes/no		Man hours	Rand/hour	Rand
1. TASK: INCEPTION REPORT:								
1.1	Initials and Name	ABC Consult	Director	Y	Project Leader	6	440,00	2 640,00
1.2	Initials and Name	ABC Consult	Director	Y	EAP	7	380,00	2 660,00
	Subtotal for professional fees					13		5 300,00
	Disbursements:							
	- Travel							2 000,00
	- Accommodation							1 000,00
	- Subsistence							550,00
	- Printing							350,00
	Subtotal for disbursements							3 900,00
	TOTAL COST TASK 1							9 200,00
2. TASK: ENVIRONMENTAL IMPACT ASSESSMENT								
2.1	Initials and Name	ABC Consult	Director	Y	EAP	125	380,00	47 500,00
2.2	Initials and Name	ABC Consult	Associate	Y	Environmental scientist	96	350,00	33 600,00
2.3	Initials and Name	ABC Consult	Associate	N	Environmental scientist	72	320,00	23 040,00
2.4	Initials and Name	ABC Consult	Associate	Y	Public participation	80	300,00	24 000,00
2.7	Initials and Name	ABC Consult	Technician	Y	Support	40	300,00	12 000,00
	Subtotal for Professional Fees					413		140 140,00
	Disbursements:							
	- Travel							45 000,00
	- Accommodation							7 500,00
	- Subsistence							2 500,00
	- Printing							1 000,00
	Subtotal for disbursements							56 000,00
	TOTAL COST TASK 2							196 140,00
SUBTOTAL THIS PAGE (carry forward to next page)								
						426		205 340,00

ANNEXURE B.3

EXAMPLE: SUMMARY SHEET FOR FINANCIAL PROPOSAL

Task No.	Task Description	Total Cost of Task as per Cost and Time Schedule (Excl. VAT)	14% VAT	Total Task cost (Incl. VAT)
		Rand	Rand	Rand
1.	Inception Report	14 240,00	1 993,60	16 233,60
2.	Environmental Scoping	150 000,00	21 000,00	171 000,00
3.	PSC Meetings	80 000,00	11 200,00	91 200,00
4.	Public Participation Process	120 000,00	16 800,00	136 800,00
5.	EIA Process	450 000,00	63 000,00	513 000,00
6.	Water Quality Study	104 900,00	14 686,00	119 586,00
7.	Faunal and Floral Assessment	352 240,00	49 313,60	401 553,60
8.	Heritage and Visual Impacts Assessment	136 400,00	19 096,00	155 496,00
9.	EMPr and EMP	214 800,00	30 072,003 3 079,20	244 872,00
10.	Socio-economic Study	100 000,00	14 000,00	114 000,00
11.	Study Management and Reporting	250 000,00	35 000,00	285 000,00
	TOTAL COST OF STUDY	1 972 580,00	276 161,20	2 248 741,20

RECOMMENDED/NOT RECOMMENDED



NAME: C Fourie

CHAIRPERSON: BID SPECIFICATION COMMITTEE

DATE: 16/02/2021