



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

**REQUEST FOR BID**

**REQUEST FOR BID NUMBER: WP11412**

**DESCRIPTION**

**APPOINTMENT OF PSP FOR ENVIRONMENTAL IMPACT ASSESSMENT FOR PROPOSED BULK  
CONVEYANCE INFRASTRUCTURE FROM THE RAISED CLANWILLIAM DAM**

**ISSUE DATE:**

**06 FEBRUARY 2023**

**CLOSING DATE:**

**07 MARCH 2023**

**TIME: 11:00**

**Compulsory briefing Session**

Date: 24<sup>th</sup> February 2023

Venue: Department of Water and Sanitation  
Francis Baard Street (formerly Schoeman)  
173 Emanzini Building, G18 Board Room  
Pretoria, 0001  
Time: 10.00 am

**SUBMIT TENDER DOCUMENT  
TO**

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

**OR**

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

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

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

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



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

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

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

### TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1/3.3	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b> Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. <b>Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	WP11412	CLOSING DATE: 07 MARCH 2023	CLOSING TIME:	11H00	
DESCRIPTION	APPOINTMENT OF PSP FOR ENVIRONMENTAL IMPACT ASSESSMENT FOR PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM THE RAISED CLANWILLIAM DAM				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>ZWAMADAKA BUILDING ENTRANCE</b>					
<b>157 SCHOEMAN STREET</b>					
<b>PRETORIA</b>					
<b>0002</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr JACOB MABUSELA		CONTACT PERSON	Mr MENARD MUGUMO	
TELEPHONE NUMBER	012 336 7240		TELEPHONE NUMBER	012 336 6838	
CELLPHONE			CELLPHONE	082 804 5162	
E-MAIL ADDRESS	mabuselaj@dws.gov.za		E-MAIL ADDRESS	mugumom@dws.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO: **WP11412**  
CLOSING TIME 11:00 ..... CLOSING DATE: **07-MARCH-2023**

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

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

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

Bid No.: .....

Name of Bidder: .....

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

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

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? \*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....
- .....
- .....
- .....

\*[DELETE IF NOT APPLICABLE]

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

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

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the

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



bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

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

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \end{array}$$

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

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

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
One-person business/sole propriety  
Close corporation  
Public Company

Personal Liability Company  
(Pty) Limited  
Non-Profit Company  
State Owned Company  
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Price

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

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### Preference point system

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

Documents Requirement for verification of Points allocation: -

#### Procurement Requirement

Women  
Disability  
Youth  
Location  
B-BBEE status level contributors from level 1 to 2 which are QSE or EME

#### Required Proof Documents

Full CSD Report  
Full CSD Report  
Full CSD Report  
Full CSD Report  
Valid BBBEE certificate/sworn affidavit  
Consolidated BEE certificate in cases of Joint Venture  
Full CSD Report

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

**Women, disability, and youth:**

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

**Location of enterprise**

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

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

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

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

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

Where

**PC**= Points awarded for specific goal

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

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



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

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

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

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

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

**Whenever**

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

## **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

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

of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

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

## **3. General**

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

## **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. Patent rights.**

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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

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

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the

testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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



- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

#### **25. Force Majeure**

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all

contracts that are subject to the NIP obligation

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

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

GCC (revised July 2010)

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

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

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

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

For and on behalf of the Bidder:

.....

\_\_\_\_\_

Signature of Bidder:

\_\_\_\_\_

Date:

\_\_\_\_\_

Bidder's Name & Surname:

\_\_\_\_\_

Designation

\_\_\_\_\_

Witness Name & Surname:

\_\_\_\_\_

Date

\_\_\_\_\_

Signature:

\_\_\_\_\_

Address (Physical):



**water & sanitation**

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

**DIRECTORATE: WATER RESOURCE DEVELOPMENT PLANNING**

## **TERMS OF REFERENCE**

**for the**

**ENVIRONMENTAL IMPACT ASSESSMENT FOR THE  
PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM  
THE RAISED CLANWILLIAM DAM**

**JANUARY 2023**

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## LIST OF ACRONYMS AND ABBREVIATIONS

DFFE	Department of Environment, Forestry and Fisheries
DEA&DP	Department of Environmental Affairs and Development Planning
DMRE	Department of Mineral Resources and Energy
DWS	Department of Water and Sanitation
EA	Environmental Authorisation
EAP	Environmental Assessment Practitioner
EIA	Environmental Impact Assessment
EIR	Environmental Impact Report
EMPr	Environmental Management Programme
EMP	Environmental Management Plan
EWR	Environmental Water Requirements
FSL	Full Supply Level
HWC	Heritage Western Cape
IAPs	Interested and Affected Parties
LORWUA	Lower Olifants River Water User Association
MAP	Mean Annual Precipitation
MAR	Mean Annual Runoff
Ml	Megalitre
Million m <sup>3</sup>	Million cubic metres
MPRDA	Mineral and Petroleum Resources Development Act
NEM: BA	National Environmental Management: Biodiversity Act (Act No. 10 of 2004)
NEMA	National Environmental Management Act (Act No. 107 of 1998)
NHRA	National Heritage Resources Act (Act No. 25 of 1999)
NWA	National Water Act (Act No. 36 of 1998)
PSC	Project Steering Committee
PSP	Professional Services Provider
SAHRA	South African Heritage Resources Agency
WCBCP	Western Cape Biodiversity Conservation Plan
WSS	Water Supply Scheme
WTW	Water Treatment Works
WULA	Water Use Licence Application



## 1. INTRODUCTION

The Department of Water and Sanitation (DWS) hereby calls for proposals from independent Environmental Assessment Practitioners (EAP), as professional service provider (PSP), to undertake the required Environmental Impact Assessment (EIA) process for the proposed Bulk Conveyance Infrastructure from the raised Clanwilliam Dam, in terms of all applicable environmental legislation. The EAP must be registered with both the Environmental Assessment Practitioners Association of South Africa (EAPASA) and South African Council for Natural Scientific Professions (SACNASP).

The locality and description of the proposed project, the Scope of Services, the requirements for the technical and financial proposal (bid), and evaluation criteria are described in this Terms of Reference (ToR).

It is estimated that the duration of the EIA Study will be **30 months**. This estimated duration includes the EIA process and Water Use License Application (WULA) for authorisation of the proposed bulk conveyance infrastructure, as well as support during the appeal period.

Bidders are required to attend a compulsory Briefing Session at a date to be communicated for the purpose of clarification of the Terms of Reference and other matters. For further clarifications, after the briefing session, bidders are required to submit formal enquiries via email to the DWS until the last day of bidding, through the address provided in Section 10.4 (**Table 10.1**). The Department will respond to all such queries in writing, via email, and upload questions and responses onto the departmental website ([www.dws.gov.za](http://www.dws.gov.za)). Assistance with accessing the webpage will be made available through the contact details provided in Table 10.1 and other bid documents.

## 2. OBJECTIVE

The objective of the EIA Study is the delivery of a legally sound and comprehensive EIA process in accordance with the National Environmental Management Act, 1998 (Act No. 107 of 1998) and Environmental Impact Assessment Regulations, 2014, as amended.

The appointed Environmental Assessment Practitioner must provide the appropriate diverse skills and expertise necessary to undertake the EIA within the required time constraints. The EAP is required to liaise closely with the Professional Service Provider (PSP) appointed for the technical feasibility study investigation to ensure full alignment of the investigations between the two teams. To this end, a Provisional Sum is included in this ToR for technical support by the feasibility study consultant whose contract ended in June 2021.

The EAP will be appointed by DWS to carry out all the necessary work as described in the Scope of Services to facilitate the successful environmental authorisation of the project. The project comprises three components (schemes), and a separate Environmental Authorisation is required for each. ***This requires the EAP to submit three applications in one EIA Study*** for the Proposed Bulk Conveyance Infrastructure from the raised Clanwilliam Dam.

The three schemes, which are briefly described in this ToR, are as follows:

- The Jan Dissels Scheme, near the town of Clanwilliam;
- The Right Bank Canal Scheme, between Bulshoek Weir and Verdeling; and
- The Ebenhaeser Scheme, at the lower end of the canal system.

The Scope of Services, which is the minimum requirement that DWS will accept, is described in **Section 6** and can be summarised as follows. The EAP is nevertheless required to undertake all the other processes to comply with relevant environmental legislation.

- Review the Environmental Screening Report and other information available from the feasibility study investigation;
- Submit applications and prepare a Scoping Report for the proposed bulk conveyance infrastructure;
- Identify all Interested and Affected Parties (I&APs) and undertake a public participation process to engage with stakeholders;
- Perform a complete and comprehensive EIA for the proposed bulk conveyance infrastructure;
- Prepare and submit the required applications in terms of the National Heritage Resources Act, 1999 (NHRA);
- Draft the Environmental Impact Report (EIR), including the necessary specialist study reports;
- Prepare a Social and Economic Impact Assessment (SIA) Report;
- Develop an Environmental Management Programme (EMPr) for pre-construction, construction and operation of the proposed bulk conveyance infrastructure;
- Develop an Environmental Management Plan (EMP) for the proposed borrow areas and submit applications for their authorisation; and
- Submit a water use licence application (WULA) in terms of Section 40, Section 21 and Section 22(3) of the National Water Act (NWA), 1998. A **Water Use Licence Technical Report** to support the licence application is required.

### 3. PROJECT LOCALITY

The Clanwilliam Dam is situated on the Olifants River near the town of Clanwilliam in the Olifants/Doorn River Water Management Area in the Western Cape, as shown in **Figure 4-1**. The water use in the region is predominantly for irrigated agricultural activities.

The three components of the project are located in the Clanwilliam Dam supply area adjacent to the dam, near the town of Klawer and at Ebenhaeser.

## 4. PROJECT BACKGROUND

The Clanwilliam Dam was originally constructed in 1935, with a capacity of 69.86 million m<sup>3</sup>. The Dam was raised in 1962 by 6.1 m to increase the capacity to 128 million m<sup>3</sup>. The current live storage capacity is 122 million m<sup>3</sup>. The mean annual runoff (MAR) at the dam is currently 360 million m<sup>3</sup>. The dam currently supplies approximately 11 000 ha of scheduled water downstream of the dam. There are 318 ha scheduled allocations from the dam basin.

Due to proposed betterments to improve the safety of the dam wall, the opportunity to raise the dam was investigated. The Feasibility Study, concluded in 2008, found that a 13 m dam raising, increasing the current storage volume to 344 million m<sup>3</sup> (i.e. nearly a 1 MAR capacity dam) would be economically viable as a substantial increase in yield from the dam of 70 million m<sup>3</sup>/a (based on the increase in firm yield) could be achieved.

The feasibility study recommended the raising of the full supply level of the existing Clanwilliam Dam by 13 m, to augment the water supply to the existing scheduled irrigation area, towns and industrial use, and to provide additional water for new irrigation areas to establish historically disadvantaged farmers, as well as supply other local water users.

The environmental authorisation for the raising of Clanwilliam Dam is effective from February 2010 and the project was approved by the then Minister of Water and Environmental Affairs as a Government Water Works in August 2010. The implementation of this project is currently in the construction stage, which commenced in October 2018.

The report titled 'Post Feasibility Bridging Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam: Feasibility Design' provides information on the recommended areas for new irrigation development and water distribution options.

**Environmental Authorisations** are required for the following schemes:

- Jan Dissels Scheme;
- Right Bank Canal Scheme; and
- Ebenhaeser Scheme.

The locations of these schemes are shown in **Figure 4-1**.

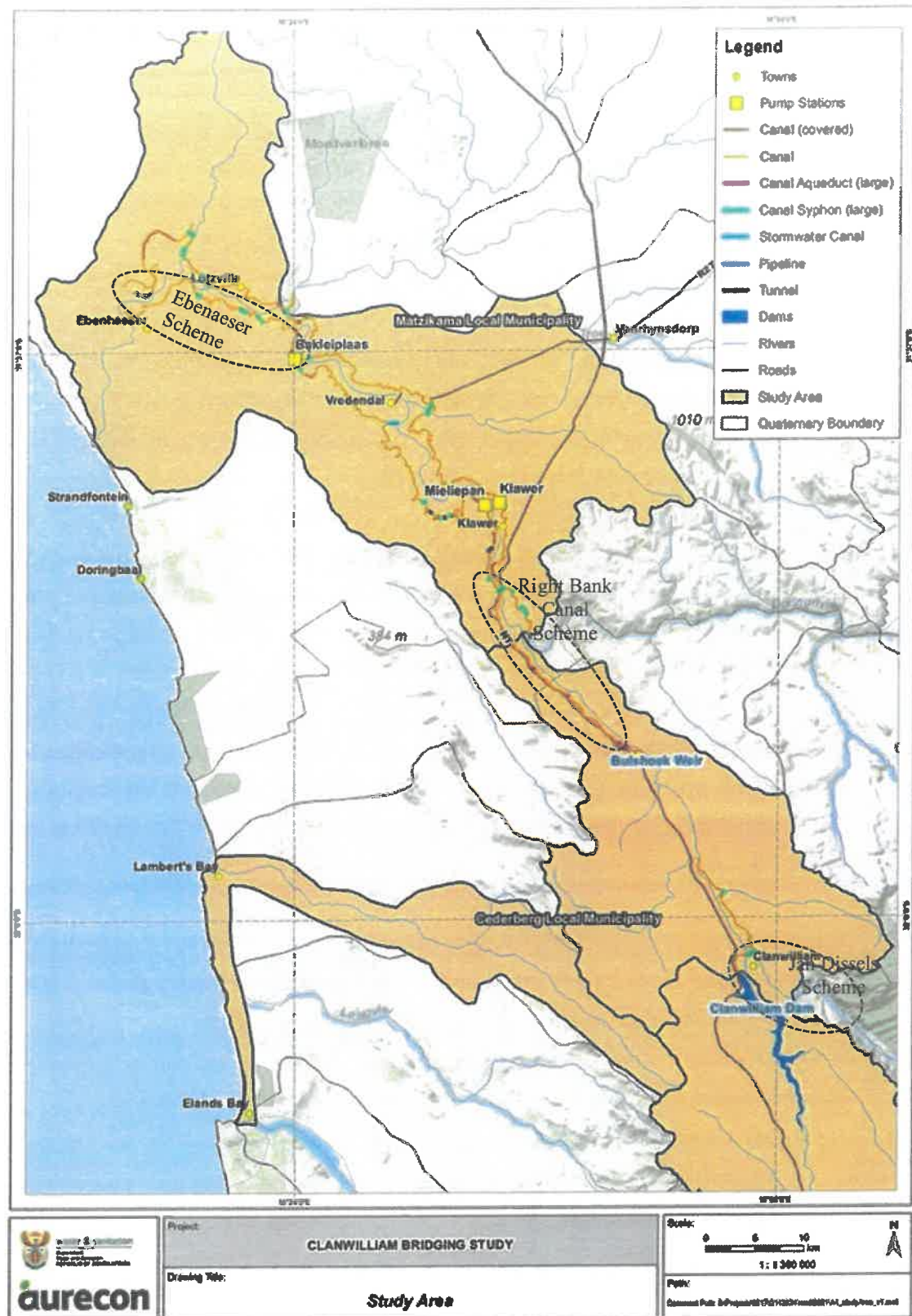


Figure 4-1: Locality map with project locations indicated in circles

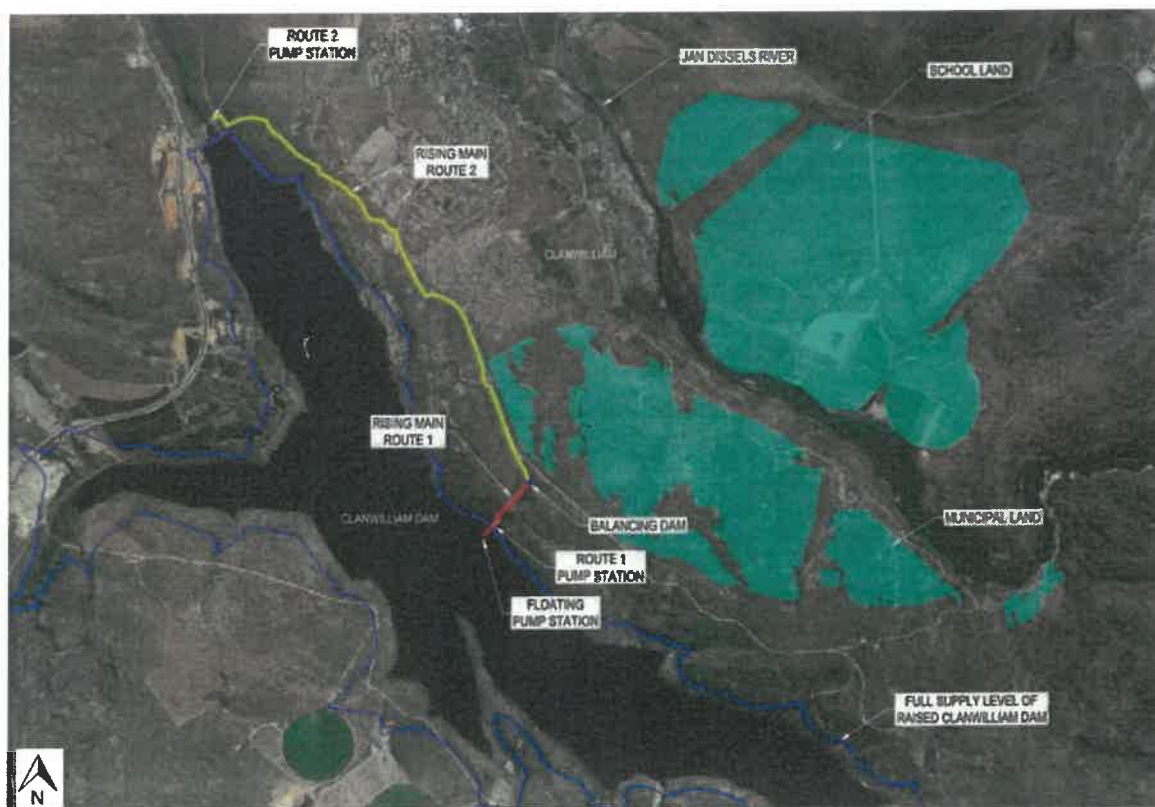
## 5. DESCRIPTION OF THE PROJECT

The proposed project (activity) entails the construction of bulk water conveyance infrastructure as indicated. These works could potentially include:

- Construction of bulk water pipelines;
- Construction of balancing dams;
- Construction of reservoirs;
- Upgrade and construction of bulk water canals,
- Construction of pump house structures;
- Construction of watercourse crossing infrastructure;
- Construction through watercourses;
- Upgrade to existing bulk water infrastructure;
- Construction of access roads (temporary and permanent);
- Installation of electrical infrastructure; and
- Development of borrow pits for the supply of suitable construction material (if required).

### a) Jan Dissels Scheme

The scheme, as shown in **Figure 5-1**, entails the development of 462 ha of irrigation south-east of Clanwilliam town in the Jan Dissels River Valley. This scheme consists of a greenfields irrigation portion, as well as a smaller area of existing irrigation, located on both sides of the Jan Dissels River. The land is State owned.



**Figure 5-1: Layout of the Jan Dissels Scheme**



This scheme entails the following infrastructure:

#### **Rising Main Alternative Route 1**

- A floating intake low-lift pump station in the raised Clanwilliam Dam basin;
- A balancing tank approximately 70 m from shore;
- A high-lift pump station situated at balancing tank;
- DN 500 rising main from low-lift to high-lift pump stations, 110 m in length;
- DN 500 rising main from high-lift pump station to concrete reservoir, 390 m in length;
- A concrete reservoir of 12 000 m<sup>3</sup>, from where water is gravitated for irrigation. Note that the size of the reservoir could increase if, during implementation, it is decided to provide more hours of storage for emergency situations;
- On-farm developments in terms of location and extent of the proposed irrigation areas;
- An access road with a length of about one kilometre (1 km), partially following the alignment of an existing jeep track; and
- An electricity supply is required for lighting, pumps and other fittings.

#### **Rising Main Alternative Route 2**

- Pump station below the raised Clanwilliam Dam wall on the right bank;
- DN 500 rising main from pump station to concrete reservoir, 3 740 m in length;
- A concrete reservoir of 12 000 m<sup>3</sup>, from where water is gravitated for irrigation. Note that the size of the reservoir could increase if, during implementation, it is decided to provide more hours of storage for emergency situations;
- On-farm developments in terms of location and extent of the proposed irrigation areas; and
- Route 2 is the preferred alternative.

#### **b) Right Bank Canal Scheme**

This scheme (**Figure 5-3**) involves the replacement of the main (Trawal) canal section with a new canal on the right bank of the Olifants River. The Trawal section of the canal poses the biggest risk to the downstream irrigators, and this scheme is aimed at mitigating that risk, as well as supplying water for additional irrigation. The new canal would be sized to allow for all existing Lower Olifants River Government Water Scheme (LORGWS) irrigation, as well as for the remainder of the additional irrigation from the raised Clanwilliam Dam, not utilised upstream and inclusive of Bulshoek Weir, and other future water uses. The sizing of the Right Bank Canal does not include the yield initially not allocated (5 million m<sup>3</sup>), to account for hydrological uncertainties and climate change and avoid potential over-allocation.

This scheme provides the benefit of significantly reducing the risk of failure of the whole LORGWS and removing the first bottleneck caused by the current limiting capacity of the Trawal canal section. However, the left bank canal will remain in operation after commissioning of the right bank canal and will require refurbishment and regular maintenance when need arises. The flow in the left bank canal between the first syphon downstream of the Bulshoek Weir and the syphon at Verdeling will be greatly reduced because there are a few existing farmers in that stretch of the canal. Water will also be made available in the left bank canal through the syphon from the right bank canal supplying the proposed Trawal irrigation scheme (see Figure 5.2). The PSP is required to investigate potential environmental impacts of reduced flow in this reach of canal, if any, and identify suitable mitigation measures.

The scheme uses the existing outlet works at the Bulshoek Weir and requires upgrading of the first three kilometres (3 km) of the existing Left Bank Canal. It then crosses the Olifants River to connect into the new Right Bank Canal. The Right Bank Canal continues until it reaches the existing syphon at Verdeling. A new 1.3 km syphon crossing is required at the Doring River and another 0.8 km syphon shortly after the Doring River crossing.

The proposed scheme as shown in **Figure 5-2** and **Figure 5-3** would be required to serve the proposed new irrigation areas of Trawal, Zypherfontein 1, Zypherfontein 2 and Melkboom.



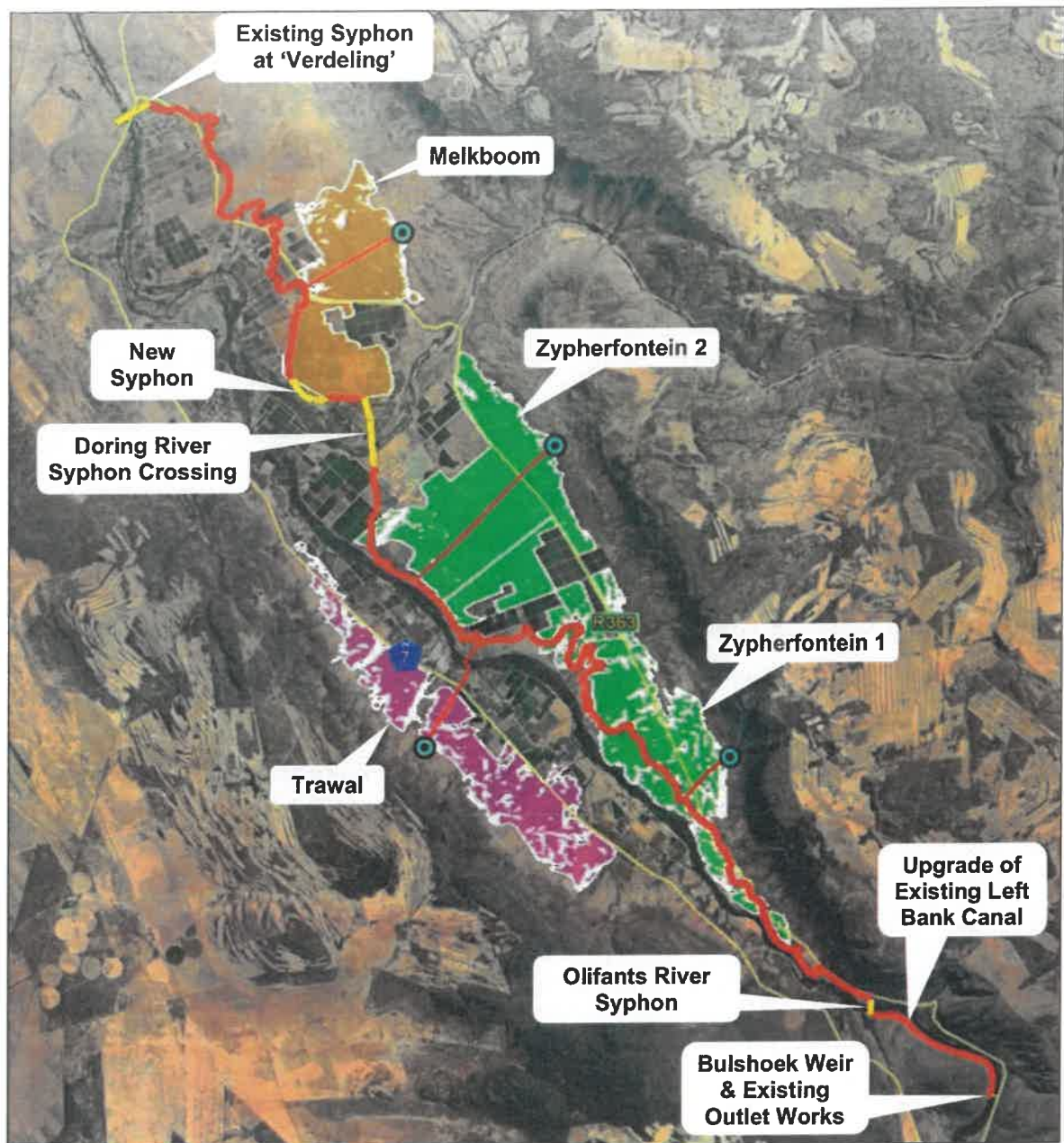


Figure 5-2: Right Bank Canal Scheme and Proposed Irrigation Schemes

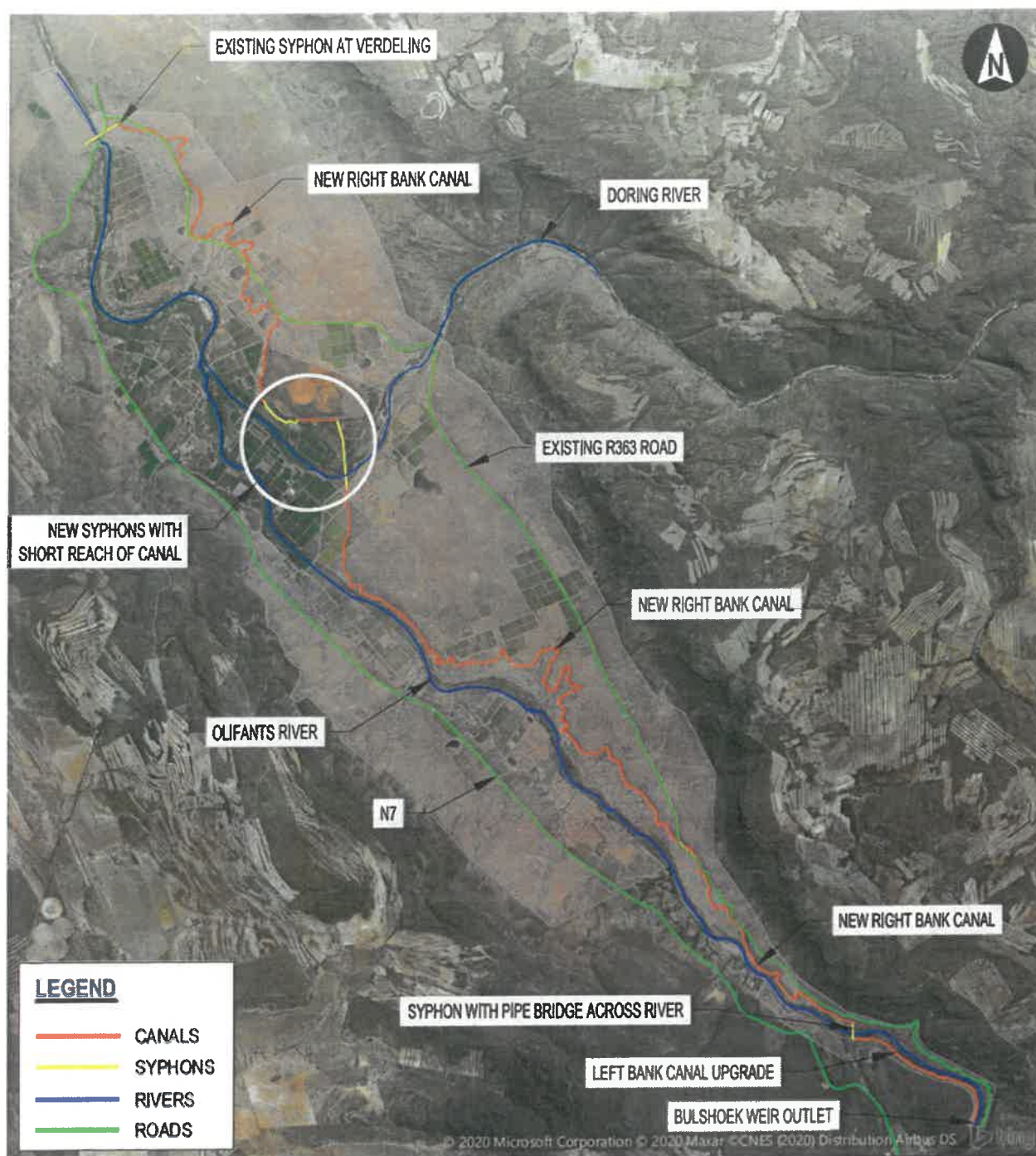


Figure 5-3: Layout of the Right Bank Canal Scheme

The scheme entails the following infrastructure:

- A 30 km trapezium-shaped concrete-lined canal with a capacity of 11.4 m<sup>3</sup>/s;
- Three syphons, two of which span rivers;
- Construction of access bridges spanning the canal;
- Construction of watercourse-crossing infrastructure;

- Raising and lining of the main left bank canal below Bulshoek Weir, up to the start of the new main canal section;
- Tying in of the new right bank canal section to the existing left bank main canal;
- Tying in of the new right bank canal section to the syphon at Verdeling;
- Upgrading of the existing syphon at Verdeling;
- Construction of flood mitigation, erosion protection and control infrastructure; and
- Construction of canal access roads and fencing.

### c) Ebenhaeser Scheme

The existing Ebenhaeser Community Scheme is located approximately 12 km downstream from Lutzville. Ebenhaeser is scheduled under the Lower Olifants River Water User Association (LORWUA) for 257 ha of water use entitlements, which needs to be distributed to 153 plots (1.68 ha each) plus a commercial farmer with 8.6 ha. The water is delivered to an existing balancing dam at the end of the canal system. A pumped scheme delivers the water under pressure.

The successful land claim lodged by the Ebenhaeser Community has resulted in thirteen farm parcels being handed over to the Ebenhaeser Community Project Association in March 2019, with further farms to be handed over in the future. These farms have a need for additional water, and some land parcels have no water allocation at all.

Five water supply clusters to augment the supply to restitution farms have been identified, that will use 80% of the scheme's water supply, with an area of 165 ha that can be irrigated, at an allocation of 12 000 m<sup>3</sup>/ha/a, to match that of surrounding commercial farms. The remaining 20%, a total of 59 ha, will be used for expansion of the Ebenhaeser Community irrigation area, at an allocation of 8 437 m<sup>3</sup>/ha/a. Significantly more land is available for irrigation, if water could economically be conveyed to the area.

For this scheme, irrigators could pump water from the canal sections during weeks with surplus flow, from the end of the Vredendal canal section on the left bank canal, as well as from the Retshof canal section of the right bank canal, to a 2.302 million m<sup>3</sup> balancing dam on the left bank of the Olifants River. The balancing storage includes a volume of 150 000 m<sup>3</sup> to be used by the LORWUA for stabilising the operation of the lower sections of the right and left bank canals. From the balancing dam, water is pumped to a reservoir and gravitated to the irrigators. **Figure 5-4** shows the required bulk water infrastructure.



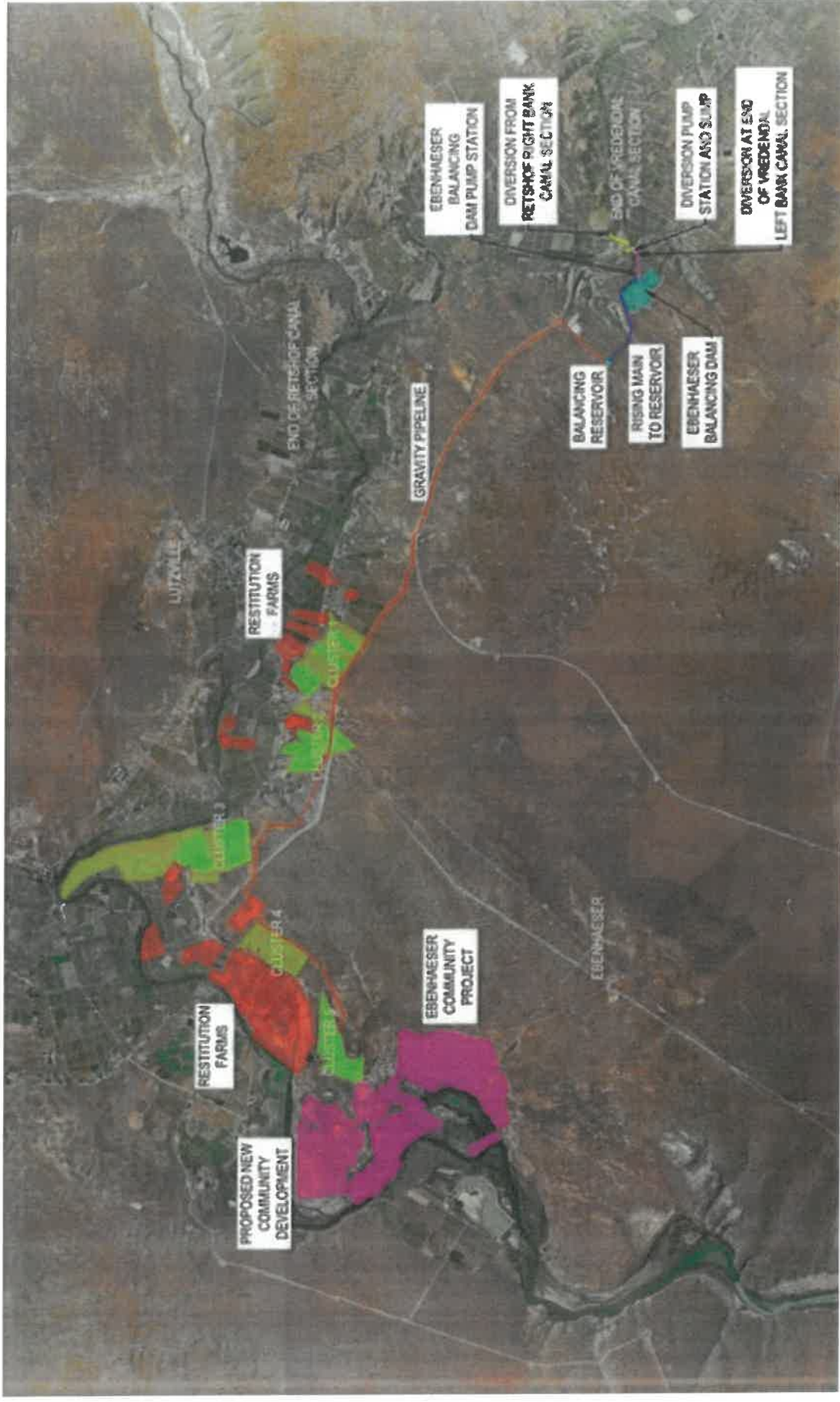


Figure 5-4: Layout of the Ebenhaeser Scheme

The Ebenhaeser Scheme comprises of the following bulk infrastructure:

- An off-take structure from the existing Retshof right bank canal section;
- A 500 mm diameter and 765 m long gravity pipeline from the Retshof canal diversion point to a combined 2.5 Mℓ diversion balancing sump;
- A 37 m syphon through the Olifants River;
- An off-take structure from the existing Vredendal right bank canal section;
- A 560 mm diameter 93 m long gravity pipeline from the Vredendal canal diversion to the diversion balancing sump;
- Construction of a combined diversion balancing sump (2.5Mℓ);
- A pump house at the combined diversion balancing sump;
- A booster pump station at the lined earthfill balancing reservoir;
- A 710mm diameter 520 m long rising main pipeline from the diversion balancing reservoir to the lined earthfill balancing dam;
- Construction of a lined earthfill balancing dam of 2.302 million m<sup>3</sup> capacity;
- Construction of inlet and outlet structures required to make operational releases from the lined earthfill balancing dam to the Retshof and Vredendal canal sections;
- Construction of a 560 mm diameter and 1 975 m long rising main pipeline to a small balancing reservoir;
- Construction of a 10.45 Mℓ balancing reservoir. Note that the size of the reservoir could increase if, during implementation, it is decided to provide more hours of storage for emergency situations;
- A 17 700 m long gravity main pipeline, with varying diameters, to five water supply clusters;
- An access road to the balancing dam and balancing reservoir (length is not available at this stage), which follows the alignment of an existing jeep track;
- Electricity supplies for lighting, pumps and other fittings.

## 6. SCOPE OF SERVICES

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

The EAP is responsible for undertaking the required environmental impact assessment process (Environmental Scoping and EIA phases) in terms of all applicable legislations (refer to **Section 7**). The objective of the EIA process is to obtain the relevant Environmental Authorisations (three authorisations) for the proposed Clanwilliam Dam Bulk Conveyance Infrastructure (the activity) from the Department of Forestry, Fisheries and the Environment (DFFE) who is the Competent Authority.

The Technical Proposal must include a methodology for this process, taking into account but not limited to the following:

- The EAP is responsible for the compilation of the relevant application forms for the proposed project and submission to the competent authority.
- Pre-consultation and Authorities meetings with DFFE 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) Inception phase;
  - b) Site visits during the Environmental Scoping and EIA phases;
  - c) Public participation process (PPP) as per the EIA Regulations;
  - d) Drafting of an Environmental Scoping report;
  - e) Preparing a plan of study for the EIA phase;
  - f) Environmental impact assessment including specialist studies (**Section 6.6**);
  - g) Heritage and paleontological assessment;
  - h) Socio-economic impact assessment;
  - i) Environmental Management Programme (EMPr);
  - j) Environmental Management Plan (EMP) for the proposed quarries and borrow areas, as well as the submission of applications to the Department of Mineral Resources for their authorisation; and
  - k) Water Use Licence Application in terms of the National Water Act (NWA), 1998.

### 6.1 Inception Report

The appointed PSP is required to do an assessment of the feasibility study reports and other available information. This includes a review of the environmental screening of the project carried out in the feasibility study.

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

## 6.2 Project Management

Project management and coordination of the EIA Study is the responsibility of the PSP under supervision of the DWS Project Manager. This involves various meetings and site visits for which Bidders must make provision in their Financial Proposals, as specified in **Table 1**.

**Table 6.1: EIA Study Meetings and Site Visits**

Meeting Type	Number	Place	PSP Obligations
Inception meetings	Total = 2	Pretoria	a) Arrangements for meetings b) Attendance of meetings c) Minute taking and distribution
Meetings with authorities	Total = 5	Pretoria = 4 Cape Town = 1	a) Arrangements for meetings b) Attendance of meetings c) Power Point presentation d) Minute taking and distribution
Presentation to DWS management	Total = 2	DWS Pretoria	High quality PowerPoint presentations by one or two team members (including study leader)
Study Management Committee (SMC) meetings	Once every two months Total = 15	Alternate venues between Clanwilliam and Vredendal	a) Arrangements for meetings b) Attendance of meetings c) PowerPoint presentation of study progress d) Minute taking and distribution
Project Steering Committee (PSC) meetings with role players	Once every two months Total = 15	Alternate venues between Clanwilliam and Vredendal	
Public meetings with stakeholders	Twice a year for each scheme Total = 15	Study area (Clanwilliam, Vredendal, and Ebenheaser)	a) Arrangements for meetings b) Progress reports c) PowerPoint presentations d) Minute taking and distribution e) Arrange refreshments

The PSP is responsible for subsistence and travel costs of study team members (PSP team members) attending meetings and site visits. The PSP provides secretarial services at all meetings and workshops.

### a) Project Steering Committee and Public Meetings

DWS provides the PSP with the names and contact details of DWS officials and other officials that are nominated to the Project Steering Committee (PSC) as well as Study Management Committee (SMC). The coordination, arrangement and cost of PSC, SMC and public meetings is the responsibility of the PSP appointed for this EIA Study.

#### **b) Liaison with role players**

The PSP is responsible for arranging liaison meetings with role players as required. These meetings are in addition to those shown in Table 1 above. Typical role players for this study are:

- Department of Water and Sanitation (DWS)
- Department of Forestry, Fisheries and the Environment (DFFE)
- Western Cape Department of Agriculture (WCDoA)
- Department of Agriculture, Rural Development and Land Reform (DARDLR)
- Cederberg Local Municipality
- Augsburg Agricultural Gymnasium
- Matzikama Local Municipality
- Berg-Olifants Proto Catchment Management Agency (CMA)
- Lower Olifants River Water User Association (LORWUA)
- Ebenhaeser Community Development Trust
- Ebenhaeser Community Property Association Committee; and
- Clanwilliam Water User Association.

#### **c) Coordination and management of study team**

It is the PSP Study Leader's responsibility to ensure that all team members are activated and tasks are activated and completed at the right times. The appointed PSP is responsible for providing project progress at PSC meetings through formal PowerPoint presentations.

#### **d) Quality control of study reports**

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

#### **e) Financial management**

The Study Leader shall ensure that DWS is invoiced as required and that invoices are supported with all the necessary documentation that is required by DWS. It is the responsibility of the PSP to ascertain DWS requirements at the onset of the Study. A progress report must also be submitted that covers the



invoice period. This progress report is in addition to the one that has to be prepared for PSC meetings that covers the period between two successive PSC meetings. The PSP contract for this study will be deliverable-based and invoices are paid only for claims linked to the deliverables contained in the Contract. The PSP is advised to break down the Study programme into sufficient interim milestones to allow a smooth cash flow.

#### **f) Collaboration with technical feasibility study PSP**

Close collaboration is required between the EIA Study team and the engineering firm that undertook the technical feasibility study. The main objective is for the EIA team to be briefed on the technical aspects of the proposed project. A Provisional Sum is provided as part of the EIA Study budget to ensure proper interpretation of feasibility study information and to pay for other required technical support (refer to **Section 8.2.3**).

#### **g) Maintain website**

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

- Proceedings of all public meetings;
- Issues and Responses Report and newspaper advertisements;
- Draft and Approved Scoping Report;
- Draft and Approved Environmental Impact Report (and specialist reports);
- Draft and Approved EMPr and EMPL; and
- Environmental Authorisation (EA).

#### **h) Appointment of external specialists**

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

A provisional sum will be provided in the EIA Study budget for the appointment of an external specialist(s) to investigate an aspect that was not foreseen and is therefore not included in the Scope of Services. Such specialist investigations often arise during the Scoping and EIA process due to issues and concerns from interested and affected parties.

### 6.3 Public Participation Process

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

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

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

- a) Identification of members of the public, key stakeholders, local authorities, government departments, and environmental groups who may have an interest in or be affected by the proposed schemes;
- b) Identification of all directly affected landowners, residents and communities;
- c) Maintaining a register of all IAPs and their contact details for the duration of the Study;
- d) Advertising the Environmental Scoping and EIA process for the proposed schemes 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 to identified IAPs on commencement of the EIA;
- g) Notification to all identified IAPs of the EIA process, and of their roles and responsibilities in terms of the relevant environmental legislations;
- h) Circulation of all relevant information and environmental reports to IAPs for review and comment;
- i) 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;
- j) Recording all issues raised by, and comments and responses received from IAPs in the Issues and Responses Report (IRR);
- k) Circulating all IAPs issues and comments to the project team so as to obtain feedback and inform the technical detail of the project; and
- l) Notification to all registered IAPs of the decision by DFFE on Environmental Authorisation and DWS on the Water Use Licence, as well as the methods available to them should they wish to appeal the decision.

## 6.4 Pre-application and Scoping Phase

The Environmental Scoping phase will build on the environmental screening report, which was prepared during the feasibility study for the project, as well as the results of the DFFE web-based screening tool. This phase entails the process of collecting, organising, analysing, interpreting and communicating information that is relevant to the EIA process. Furthermore, this phase includes the description of the environment and identification of the direct, indirect and cumulative physical, chemical, biological, social, economic and cultural aspects of the environment that may be impacted upon by the proposed project. An **Environmental Baseline Study Report** is required, either as a stand-alone report or a chapter of the **Scoping Report**.

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

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

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

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

## 6.5 Environmental Impact Assessment

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

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

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

## 6.6 Specialist Studies

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

- Terrestrial ecology and botanical study;
- Aquatic ecology and wetland assessment;
- Freshwater (ground and surface water) study including water quality impact assessment (section 21 (c) and (i));
- Heritage and paleontological impact assessment;
- Social and economic impact assessment;
- Agricultural impact assessment;
- Traffic and access roads impact assessment; and
- Electrical network study for power supply during construction and operation of abstraction works.

Specialists required for this EIA Study must be drawn from the list shown in Table 6.2 below.

Table 6.2: Specialists for the EIA Study

SPECIALIST STUDY	REQUIRED SPECIALIST (Minimum Qualification)	PROFESSIONAL BODY (Professional Registration)
Terrestrial Ecology and Botanical Study	BSc Honours degree in Ecology or Botany or Zoology or related field	SACNASP
Aquatic Ecology and Wetland Assessment	BSc Honours degree in Ecology or Aquatic Science or related field	SACNASP
Freshwater Study	BSc Honours degree in Chemistry or Microbiology or related field	SACNASP
Heritage and Paleontological Impact Assessment	BSc Honours degree in Archaeology or Human Geography or History or related field	SACNASP
Social and Economic Impact Assessment	BSc Honours degree in Economics or Sociology or related social science	ESSA or SACSSP
Agricultural Impact Assessment	BSc Honours degree in Agriculture (Agronomy), Agricultural Engineering or Agricultural Economics (Agronomics)	SACNASP or ECSA
Traffic and Access Roads Impact Assessment	BSc Honours in Civil Engineering or Highway Engineering or Traffic Engineering	ECSA
Electrical Network Study	BSc Honours Electrical Engineering	ECSA

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

Should further unforeseen specialist studies be identified as critical to obtain environmental authorisation, the necessary specialist sub-consultants will need to be appointed. If such a need arises, the PSP shall be required to submit a comprehensive motivation for approval by DWS, which shall include a detailed cost proposal. The specialist sub-consultants are then be appointed and paid via the Provisional Sum described in **Section 8.2.3**.

## **6.7 Environmental Management Programme**

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

## **6.8 Application for Licence for Borrow Areas**

At this stage it is anticipated that borrow areas may be required to source construction material, which could trigger listed activities under GN R983 and R985, as amended. The PSP must therefore make provision for a separate application to be submitted to the Department of Mineral Resources and Energy (DMRE) for the authorisation of these listed activities. An Environmental Management Plan (EMP) is required.

## **6.9 Water Use Licence Application**

The objectives of this task are, but not limited to, the following:

- Determination, in consultation with DWS Water Use Licensing Office and Legal Services, the need for a water use licence(s);
- Determination of the different components of the scheme that require licensing in terms of Section 21 of the National Water Act, 1998 (Act No. 36 of 1998) and the different categories of water use;
- Technical report providing necessary information for processing of the water use licence applications. The report must be prepared in close liaison with both the Water Use Licensing Office at Head Office and the DWS Western Cape Regional Office; and
- Completion of relevant water use licence application forms and all administration requirements stated under the National Water Act, Act 36 of 1998 section 41.

The Ebenhaeser balancing dam, for instance, may require a Water Use Licence Application (WULA) in terms of Section 21 (b), (c) and (i) of the National Water Act (NWA), 1998. The PSP must therefore make provision for a WULA for the proposed storage dam. There will also be three (3) syphons that

will be constructed through rivers that could require Section 21 (c) and (i) WULAs to be undertaken for each of these. The WULA process and deliverables must comply with GN R267/2017.

The prospective water users would be responsible for undertaking WULA processes in terms of Section 21 of the NWA individually and separately from this process.

A **Technical Report on Water Use Licence Application** is required which must include the relevant application forms as appendices. The report must be of a high standard.

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

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

This implies that the appointed PSP will have to perform all administrative and other tasks required, such as setting up meetings with DFFE and the appellant, preparing responses and communicating with I&APs as required by relevant legislations. This task requires close collaboration with DWS at all times and on all issues.

Upon receipt of all the appeals from DFFE, the appointed PSP will be responsible for drafting the Draft and Final Appeals Response Report (ARR) in the prescribed format that must be submitted to DFFE. Bidders shall make provision in their Financial Proposal for all the costs to prepare the Draft and Final ARR and for submitting it to DFFE.

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

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

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

If additional support is required, over and above the 100 hours, the appointed PSP will be required to submit a written motivation to the DWS with associated cost estimates.

## **6.11 Capacity Building and Training**

Bidders must make provision for capacity building and training of DWS officials or interns in technical aspects of environmental assessment to be undertaken as part of this EIA Study. The content of the

capacity building programme will be developed by the appointed PSP in consultation with the DWS Project Manager.

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

Another aspect of training is the presentation of one-day workshops to present selected technical aspects of the EIA Study to DWS officials. These workshops can be accredited with SACNASP and ECSA to enable scientists and engineers, respectively, to gain credits for Continuing Professional Development (CPD). Topics for such training workshops should be proposed in the Technical Proposal, but are subject to review in the course of the Study.

The **Financial Proposal** should make provision for secondment of **three (3) officials** for a cumulative period of six (6) months each and the presentation of **two (2) one-day workshops**. It is anticipated that one workshop will be presented in Cape Town and the other in Pretoria. The two workshops may however be combined if conducted virtually, depending on the preference of the DWS officials. In addition to preparation of the presentation, provision should be made for arranging for the venue, refreshments and lunch and registration for CPD accreditation with both SACNASP and ECSA.

## 6.12 Programme for EIA Study

The duration of the EIA Study is estimated to be **30 months**. Bidders must submit with their Technical Proposal a clearly illustrated programme for the EIA Study indicating anticipated milestones. The programme must also indicate the duration for the various activities which must all be completed within the estimated Contract period of 30 months. The programme must be developed with MS Project.



## 7. APPLICABLE LEGISLATION

The legislations applicable to this EIA Study for the proposed Bulk Conveyance Infrastructure for the additional water available from the raised Clanwilliam Dam include the following:

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

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

### b) Mineral and Petroleum Resources Development Act (No. 28 of 2002, as amended)

The project may require specific construction material to be sourced from borrow areas, if suitable material is not available from commercial sources. This will result in the need for borrow pits close to the construction sites. DWS has been exempted from the provisions of sections 16, 20, 22 and 27 of the Mineral and Petroleum Resources Development Act (MPRDA), in terms of section 106 of the Act. While the amended GN R983 and R984 now exclude section 106 (mining activities), auxiliary activities such as vegetation clearance or access roads are not excluded. At this stage it is therefore anticipated that borrow (mining) areas might trigger listed activities under GN R983 and R985. Appendices 1 of GN R983 to R985 specify that the Minister of Mineral Resources and Energy is the Competent Authority (CA) for listed activities that are directly related to the extraction or primary processing of a mineral. A separate application will thus be required to be submitted to the Department of Mineral Resources and Energy (DMRE) for the authorisation of any listed activities, which are triggered as a direct result of the mining activities (borrow pits).

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

Based on the Post Feasibility Bridging Study the study area encompasses a total of 28 threatened ecosystems with two categorised as Endangered (Leipoldtville Sand Fynbos and Citrusdal Shale Renosterveld). There are a few areas mapped as Critical Biodiversity Areas, CBA 2, in the study area. It is anticipated that the NEM:BA will have to be consulted.

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

The volume of water to be stored in the earthfill balancing dam is 2.3 million m<sup>3</sup>. The dam thus requires a Water Use Licence Application in terms of section 21 (b) of the National Water Act. Other applications (e.g. section 21 (c) and (i) applications) will also be required.

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

Although the project area is characterised by sparse vegetation, the balancing dam site and other components of the project are located within 'Endangered' ecosystems. The dam site is in a near

natural state. For each of the three schemes, it is required to assess the potential for destruction of tree species and obtain permits in terms of the National Forests Act (NFA).

**f) Nature and Environmental Conservation Ordinance (No. 19 of 1974)**

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

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

The proposed project requires notification of Heritage Western Cape (HWC), in terms of Section 38 (1)(b) and (c) of the National Heritage Resources Act (NHRA). In the event of a heritage object and/or site being identified during phase 1 of the Archaeological and Paleontological Study, an application for a permit for destruction or relocation will be required. Phase 2 of the Archaeological and Paleontological Study will need to be conducted if required by HWC; as such prices for both phase 1 and 2 must be indicated separately in the Financial Proposal. Should phase 2 not be required, the budget for this task may have to be reallocated to other tasks that require supplementary funds, but any such reallocation will need the approval of the DWS Project Manager.

**h) Competent Authority**

Note that in terms of Section 24C (2)(d)(i) of NEMA and Section 43 (1)(c)(i), DFFE is the competent authority (CA) for all listed activities under GN R983 to R985.

## 8. TECHNICAL AND FINANCIAL PROPOSAL

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

- Standard bidding documents, as described under **Section 8.3**;
- A Technical Proposal, to show the ability of the PSP to perform all aspects of the EIA Study described in this ToR; and
- A Financial Proposal, to provide the cost of performing this EIA Study (sealed in a separate envelope).

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

### 8.1 Technical Proposal

#### 8.1.1 Introduction

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

#### 8.1.2 Past experience

The Bidder is required to provide information on relevant assignments (water resource development or water services or similar projects) undertaken by the bidding organisation(s) in the past 10 years. A minimum of five (5) projects undertaken in the past 10 years is required and at least one project should have a contract value of R3 000 000 or more. Specific details must be given to indicate the extent to which these studies relate to the Scope of Services. The roles of the proposed Study Leader and the other key team members (Task Leaders and Specialists) for these past assignments must be specified. Contact details of the client organisation, contract amount and duration of the work programme must also be specified for each assignment. This section should not be longer than five (5) A4 pages.

#### 8.1.3 Approach and methodology

The Scope of Services given in **Section 6** indicates that this assignment should be undertaken in a modular manner, structured around clearly defined and related tasks.

Bidders are expected to provide a brief description of the approach, methodology and comments on the ToR, illustrating their understanding of the challenges of the project, time frames, and proposed method to complete the project on programme. The Bidder is expected to provide a brief outline of the

work to be done, placing emphasis on the important or critical aspects of each task. Particular attention must be given to compliance with standing legislation.

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

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

The proposed Methodology should be documented in no more than 20 A4 pages, excluding diagrams and graphic illustrations.

#### **8.1.4 Project team capability and availability**

The PSP is required to provide a team of professionals with the necessary knowledge, experience and expertise to undertake and complete all the tasks contained in this ToR. A **human resources organogram** must be provided indicating key positions such as Study Leader, Task leaders and Specialists. Personnel proposed for these positions must be identified and supported by CVs of one to two A4 pages each, to be attached in a special appendix. Brief capability statements must be given in the CV of each designated team member, emphasising recent experience relevant to the assigned task.

The Study Leader and Specialists must be registered with relevant professional bodies specified in Table 6.2, Section 6.6 on page 20. Proof of qualifications and professional registration as specified in Table 6.2 must be attached together with the CVs.

The availability of each designated team member for the expected duration of the assignment must be indicated by reference to limitations that may be placed by other known commitments. Information must also be given about key support staff proposed for the assignment, supported by brief CVs, also attached in a special appendix. CVs must be signed to show consent and confirmation of availability of each team member. For ease of reference, the required details of all team members must be **summarised in tabular format** with clear references to the attached CVs.

This section of the proposal should be limited to five (5) A4 pages excluding the CVs that must be attached in a special appendix. Company profiles and other commercial information may be provided

in a **separate appendix** but this will not be used for the evaluation of bids, so keep this information to a minimum.

## 8.2 Financial Proposal

### 8.2.1 Requirements for Financial Proposal

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

Bidders shall make provision in their Financial Proposal for all costs and expenses to undertake and complete the tasks described in the Scope of Services. Motivation to increase the original contract amount, through a variation order, **shall only be considered in exceptional circumstances**, necessitated by additional work that could not be reasonably foreseen and cannot be accommodated through a re-allocation of funds between tasks.

The Financial Proposal shall include the following:

- A breakdown of deliverables and associated costs, based on the allocation of resources to the various tasks, sub-tasks and other activities (refer to **8.2.2** below);
- Value Added Tax (VAT) at 15% on the total estimated cost;
- Provision for escalation of professional fees and disbursements (included in deliverables) over the contract period;
- A cash flow for the contract period based on the envisaged work programme; and
- An allocation of human resources showing the fees to be earned by Historically Disadvantaged Individuals (HDIs).

### 8.2.2 Cost of deliverables

Payments for this EIA Study are managed on the basis of deliverables completed and not on the number of hours worked. The breakdown of deliverables must therefore be defined in the Financial Proposal to provide a smooth cash flow for the operations of the PSP in conducting the Study. A Guideline of Deliverables is presented in **Chapter 9**.

The cost of a deliverable shall include all resources (professional and other staff costs), as well as disbursements and other costs required to produce the deliverable. This includes costs for sub-consultants and other resources not covered by a Provisional Sum.

### 8.2.3 Provision for additional unforeseen tasks

During the EIA Study the PSP may be required to undertake additional unforeseen specialised tasks that are not part of the regulated EIA process. In addition, some tasks that are known beforehand

cannot be quantified at the time of tendering and hence cannot be priced adequately. Below is a list of Provisional Sums that should be included by the bidders in their Financial Proposals. ***A Provisional Sum is money that is under the control of the DWS, set aside and ring-fenced for a specified task, which cannot be re-allocated by the PSP to other tasks without prior written approval from the DWS.*** It is critical to note that the DWS, in the best interest of the project, reserves the right not to make use of any of the specified provisional sums.

- a) **Technical Support Provisional Sum**, amounting to R1 000 000 (including VAT), for technical support by the engineering firm that conducted the Post Feasibility Bridging Study, to interpret technical information and for any reconfiguration of the scheme as required by the EIA process or conditions of authorisation (refer to **Section 6.2(f)**). ***The Post Feasibility Bridging Study engineering firm must be approached to nominate a suitably qualified and experienced engineer***, preferably the same person appointed as the bridging study project leader, to be appointed as part of the EIA Study Team;
- b) **Specialist Studies Provisional Sum**, amounting to R400 000 (including VAT), for unforeseen specialist studies, not part of the regulated EIA process, that are identified during the EIA process in consultation with DFFE as being crucial for obtaining environmental authorisation (refer to **Section 6.6**); and
- c) **Appeals Provisional Sum**, amounting to R700 000 (including VAT), for assisting with resolution of appeals lodged against the project and handling associated tasks. Claims for this task are based on approved rates for professional fees of relevant study team members and disbursements as contained in the Inception Report.

The PSP shall submit a motivation, for DWS approval, specifying the scope of work envisaged for each specialised task listed above, before obtaining quotations from reputable sub-consultants. The quotations, with a recommendation from the PSP, shall then be submitted to DWS for approval before a specialist sub-consultant is appointed. The relevant Government procurement regulations (which may be reviewed during the course of this EIA assignment), requiring the sourcing of at least three quotations, shall apply to this procurement process. The PSP is thus required to seek guidance from DWS about this procurement process.

Provision for payment of specialist sub-consultants shall be as follows:

- The above provisional sum items must be quoted in the Financial Proposal and combined with other cost items to give a total quotation for the bid. Since the provisional sums are already VAT inclusive, VAT must be discounted when the items first appear in the costing table to allow a single VAT amount to be entered at the bottom of the table. ***Bidders are not allowed to separate provisional sums from the quotation.***

- A Provisional Sum shall be included in the approved Contract Amount to cover all costs associated with each (unforeseen) specialised task;
- Payment of specialist sub-consultants shall be made through the EIA Contract between the PSP and DWS;
- A 10% administrative fee drawn from the relevant provisional sum shall cover costs for procurement, supervision and payment of the specialist sub-consultant by the PSP, and the PSP shall claim 10% surcharge on each invoice for specialist studies. The PSP is only entitled to 10% of the actual claim by the specialist sub-consultant. Bidders are not allowed to quote any additional administrative fee as this is included in the provisional sums.

### Administrative compliance

Bidders are required to comply with the criteria listed below.

**Table 8.1: Administrative Criteria**

No	Criteria	Yes	No
1	Bidders must be registered with National Treasury Central Supplier Database (CSD). Proof in the form of print-out from CSD is required		
2	Tax compliance with SARS (verified through CSD and SARS)		
3	Bidders must complete, sign and submit SBD 1, SBD 3.3, SBD 4, SBD 6.1		

## 8.3 Evaluation System

The Department of Water and Sanitation will evaluate all proposals (bids) in terms of the Preferential Procurement Regulations 2022 (as amended). A copy of the Preferential Procurement Regulations 2022 can be downloaded from [www.treasury.gov.za](http://www.treasury.gov.za). In accordance with the Preferential Procurement Regulations 2022, adjudication of bids shall be based on the 80/20 points system and the specified evaluation criteria.

A two-phase evaluation system will be applied in evaluating the bids. On receipt of the proposals, the evaluation process outlined below is applied for selecting the most suitable bidder to undertake the assignment.

- Phase 1: Mandatory Compliance
- Phase 2: Functional / Technical evaluation; and
- Phase 3: Price and Specific Goals (80/20 preferential system).

### 8.3.1 Phase 1: Mandatory Compliance

Please note that all bidders must comply with the following mandatory requirements-

**IF NOT COMPLY OR NOT ATTACHED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED**

NO	Requirements	Document to be attached
1	Attendance of compulsory briefing session	Attach copy of the attendance register

### 8.3.2 Phase 2: Functional / Technical Evaluation

Bidders must score at least 70% for functionality to qualify for Phase 4 of the adjudication. Bids that score less than 70% will be disqualified as technically incompetent and unacceptable.

The weights that are allocated to each functionality criterion are as follows:

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

**Table 8.2: Functionality Criteria**

Functional / Technical Criteria	Points value	Weighting Points Awarded
<b>Past Experience:</b> a) This criterion relates to the experience of the bidding company in EIA studies on water resource development projects, water services projects or similar projects over the past 10 years. A minimum of 5 projects is required (1 project with contract value of R3 million or more). b) In the case of a joint venture (JV) or sub-consultant the relevant experience of all companies should be provided. Points are then awarded on a pro rata basis according to the JV agreement (50:50 or 75:25, etc.). c) Past experience must be presented in table format under Past Experience section of the Technical Proposal and must not exceed 5 A4 pages. For each past project, a completion certificate or confirmation letter from the client must be attached and clearly referenced in the Proposal.		25
More than 5 projects in the past 10 years (1 project with contract value of R3 million or more)	5	
5 projects in the past 10 years (1 project with contract value of R3 million or more)	4	
4 projects in the past 10 years	3	



3 projects in the past 10 years	2	
0 to 2 projects in the past 10 years	1	
<b>Methodology:</b> The methodology presented by bidders is evaluated according to the following criteria: a) Detailed method statement is given for each task in the study. b) Expected challenges associated with tasks are highlighted. c) Critical aspects of tasks are emphasised. d) Legislations to be complied with are stipulated; and e) Detailed work programme for the study is provided.		<b>35</b>
All 5 criteria are adequately addressed in Technical Proposal	5	
4 criteria are adequately addressed in Technical Proposal	4	
3 criteria are adequately addressed in Technical Proposal	3	
1 to 2 criteria are adequately addressed in Technical Proposal	2	
No criteria are addressed in Technical Proposal	1	
<b>Team Capability: Study Leader</b> The Study Leader needs to comply with the following criteria: a) Must be a holder of BSc Honours Environmental Science or related field and be registered with both EAPASA and SACNASP. Proof of qualifications and professional registration must be attached. b) Should have at least 10 years' experience in environmental impact assessment conducted on water resource development projects or water services projects or similar projects. Study leader's CV must be attached. c) Should have experience in project management gained in the past 10 years or more. Study leader's CV must be attached; and d) Should have been a study leader on one or more large EIA studies with a contract value of at least R3 million. Study leader's CV showing the scope of projects undertaken, cost of projects and key elements of the projects must be attached together with proof of qualifications (copies) and professional registration (copies).		<b>10</b>
Exceeds the above 4 criteria	5	
Satisfies all 4 criteria	4	
Satisfies only 3 criteria	3	
Satisfies only 2 criteria	2	
Satisfies 1 criterion or less	1	

<b>Team Capability: Task Leaders and Specialists</b> a) Task leaders and specialists should have a minimum of 8 years' experience in environmental impact assessment conducted on water resource development projects, water services projects or similar projects. CVs of task leaders and specialists must be attached. b) Task leaders and specialists should have a minimum qualification of BSc Honours degree in a relevant field specified in Table 6.2, Section 6.6 on page 20. Proof of qualifications (copies) must be attached. c) Task leaders and specialists should be registered with a relevant professional body specified in Table 6.2. Proof of professional registration (copies) must be attached; and d) An organogram of the project team showing positions and roles in the study should be provided.		20
Exceeds the above 4 criteria	5	
Satisfies all 4 criteria	4	
Satisfies only 3 criteria	3	
Satisfies only 2 criteria	2	
Satisfies 1 criterion or less	1	
<b>Capacity Building and Training (Skills Transfer):</b> Provide clear proposals on capacity building and training, which must include secondment of DWS officials and presentation of accredited training workshops for skills transfer. Proposed topics for the accredited workshops should also be provided.		10
Provision is made for secondment of 3 DWS officials and 2 accredited workshops	5	
Provision is made for secondment of 2 DWS officials and 1 or 2 accredited workshops	4	
Provision is made for secondment of 1 DWS official and 1 or 2 accredited workshops	3	
Provision is made only for secondment of DWS officials	2	
Provision is made only for presentation of workshops OR no provision is made for training and capacity building	1	
<b>TOTAL</b>		<b>100</b>

### 8.3.3 Phase 3: Price and Specific Goals (80/20 system)

#### Price

A maximum of **eighty (80) points** are allocated for **Price** on the following basis:

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

Where:

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

#### Preference points system (Specific Goals)

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

#### Documents requirement for verification of points allocation:

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

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

#### Women, disability, and youth:

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

#### Location of enterprise

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

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

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

**Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise.**

**The following formula is prescribed:**

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

**Where**

**PC= Points awarded for specific goal**

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

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

### 8.3.4 Specific Conditions

Bidders must pay attention to the following specific conditions:

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

## 9. DELIVERABLES

Deliverables such as reports, presentations, analyses, letters, minutes 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 format of reports must be confirmed with DWS before issuing final versions of reports. Reports are typically submitted as First Draft, Draft Final and Final version. ***In addition to five (5) electronic (CD or memory stick) copies, three (3) hard copies of each study report (final version) must be submitted.***

**Table 9-1** provides a guideline of the deliverables required for this EIA Study, but is not an exhaustive list. This list must be read in conjunction with the other sections of the Terms of Reference. Bidders should scrutinise the list, as well as relevant sections of the ToR, and submit an updated comprehensive list of the expected deliverables for this Study in the **Technical Proposal**. The updated deliverables should be achievable on a regular (monthly) basis in order to provide a steady income for the PSP over the duration of this EIA Study.

**Table 9.1: Guideline of Deliverables**

No.	Description
A	<b>Work Plan</b> setting out the various tasks that must be undertaken, with a detailed description of each task / sub-task / work package, and showing the expected technical deliverables
B	<b>Study Gantt Chart</b> (MS Project) showing the various tasks, sub-tasks and work packages with delivery dates (to be <b>regularly updated</b> )

C	<b>Formal Monthly Progress Reports</b> including information on expenditure, and a <b>Study Close-out Report</b>
D	<b>Minutes</b> of project steering committee (PSC) and study management committee (SMC) meetings as well as other meetings and workshops including presentations on study progress
E	<b>Decisions Register</b> to record substantial decisions made to guide smooth execution of the Study
F	<b>Record of Liaison</b> with role players and stakeholders
G	<p><b>The Scoping and EIA Process</b> typically produces the following deliverables:</p> <ul style="list-style-type: none"> <li>• Inception Report;</li> <li>• Background Information Document;</li> <li>• Scoping Report;</li> <li>• Public Participation Report;</li> <li>• Specialist Sub-reports;</li> <li>• Environmental Impact Assessment Report;</li> <li>• Environmental Management Programme;</li> <li>• Environmental Management Plan;</li> <li>• Appeals Response Report;</li> <li>• Summary Report (of the entire Scoping and EIA process, impacts and mitigation measures).</li> </ul>
H	<b>WULA Process Reports</b> (reports and forms)

## 10. GENERAL INFORMATION

### 10.1 Client and Study Name

The DWS will act as the **Client** for this EIA Study. This Study shall be called: *Environmental Impact Assessment for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam*.

### 10.2 Intellectual Property

The ownership of all **intellectual property** derived from this Study shall vest with the DWS.

### 10.3 Invoices

The **Financial Proposal**, as well as invoices submitted for payment, must be structured in a way that makes it possible for payments to be linked to deliverables. This information will enable DWS to **monitor study progress** by comparing invoices against approved contract deliverables. Invoice certification is required before payments are made. Examples of deliverables are discussed in **Section 9**.

The invoice format will need the approval of the DWS at study commencement. A pro-forma invoice must be submitted for the approval process. Only **one (1) invoice** may be submitted for payment in any month during the Study although an invoice does not need to be submitted every month. Deviation from this requirement will need the approval by the DWS Project Manager. Furthermore, the first invoice may only be submitted after the **Contract has been signed** by the Parties and an **Order Number has been generated**. **Under no circumstances** may the PSP commence work before signing of the Contract.

### 10.4 Briefing Session

Bidders are required to attend a compulsory briefing session at a date to be communicated for the purpose of clarification of the Terms of Reference and other matters. For further clarifications, after the briefing session, bidders are required to submit formal enquiries electronically via email to the DWS until the last day of bidding, through the address provided in **Table 10.1**. The Department will respond to all such queries in writing, via email, and upload questions and responses onto the departmental website ([www.dws.gov.za](http://www.dws.gov.za)). Assistance with accessing the webpage will be made available through the contact details provided in Table 10.1 below and other bid documents.

### 10.5 Contact Persons

This Terms of Reference and invitation to bid are administered by the *Directorate: Water Resource Development Planning*. The details of the contact persons for enquiries about this EIA Study are given in **Table 10.1**.

**Table 10.1: Contact Details**

CONTACT PERSON	POSTAL ADDRESS
MR MENARD MUGUMO Tel: 012 336 6838 Cell: 082 804 5162 E-mail: mugumom@dws.gov.za	Private Bag X 313 PRETORIA 0001

**NOTE:** Email correspondence regarding this Bid should be sent to the official with contact details appearing in **Table 10.1** above and copied to other contact persons given in the other bid documents.



