



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

**REQUEST FOR BID**

**BID NUMBER: WP11503**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR ENVIRONMENTAL IMPACT ASSESSMENT STUDY FOR PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM THE RAISED CLANWILLIAM DAM FOR A PERIOD OF EIGHTEEN (18) MONTHS.**

**ISSUE DATE:**

**13 FEBRUARY 2025**

**CLOSING DATE:**

**18 MARCH 2025 AT 11:00am**

**SUBMIT TENDER DOCUMENT**

**TO**

**OR**

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

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

**NB: Non-compulsory briefing session**

**Date: 04 March 2025**

**Time: 10:00AM**

**Venue: Virtual – MS Teams**

**Link: [Join the meeting now](#)**

**Meeting ID: 350 421 991 201**

**Passcode: Xg3Qx7Fr**

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

**COMPILED BY: WINNIE DOLAMO  
DEPARTMENT OF WATER AND SANITATION**



## water & sanitation

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

### 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 bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in 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.	
Resolution of board of Directors for company /close corporation/ partnership	G	The template resolution provided must be completed in full	
Resolution of Board of Directors to enter into consortia or joint ventures	H	The template resolution provided must be completed in full	
Copy of company CIPC certificate	I	Bidders are required to attach a copy of CIPC certificates	
Bid Proposal	J	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:	WP11503	CLOSING DATE:	18 MARCH 2025	CLOSING TIME:	11:00AM
DESCRIPTION	<b>APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR ENVIRONMENTAL IMPACT ASSESSMENT STUDY FOR PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM THE RAISED CLANWILLIAM DAM FOR A PERIOD OF EIGHTEEN (18) MONTHS</b>				
<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	Winnie Dolamo		CONTACT PERSON	Dr Menard Mugumo	
TELEPHONE NUMBER	012 336 8974		TELEPHONE NUMBER	012 336 6838/ 082 804 5162	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Dolamow@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 <input type="checkbox"/> Yes <input type="checkbox"/> No		[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)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
<b>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.</b>					

**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)

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR ENVIRONMENTAL IMPACT ASSESSMENT STUDY FOR PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM THE RAISED CLANWILLIAM DAM FOR A PERIOD OF EIGHTEEN (18) MONTHS.**

NAME OF BIDDER: .....PROJECT NO: **WP11503**

CLOSING TIME: **11:00 AM**

CLOSING DATE: **18 March 2025**

OFFER TO BE VALID FOR **180 DAYS** FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total  
Estimated time for completion of all phases and including all  
Expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

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

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

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

TOTAL: R.....

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

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

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

TOTAL: R.....

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

.....

**5. Estimated man-days for completion of project**

.....

**6. Are the rates quoted firm for the full period of contract?**

\*YES/NO

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

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

Any enquiries regarding bidding procedures may be directed to the

Department: Department of Water and Sanitation

Contact Person: Winnie Dolamo

Tel: 012 336 8974

E-mail address: [Dolamow@dws.gov.za](mailto:Dolamow@dws.gov.za)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Dr Menard Mugumo

Tel: 012 336 6838/ 082 804 5162

E-mail address: [Mugumom@dws.gov.za](mailto:Mugumom@dws.gov.za)

## 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 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**

<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.

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 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

<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.



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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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:

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

Where

**PC**= Points awarded for specific goal

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

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



## **Annexure A**

### **GOVERNMENT PROCUREMENT**

#### **GENERAL CONDITIONS OF CONTRACT July 2010**

##### **NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be 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
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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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 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.

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|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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 canceling 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 and in such manner as it 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 anti-dumping 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 willful 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.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme</b>	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.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

## RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

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

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

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

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

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
(project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

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

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

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

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

	Name	Capacity	Signature
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## Resolution of Board of Directors

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*The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**





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

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

\_\_\_\_\_

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

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

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

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



## Resolution of Board of Directors to enter into Consortia or Joint Ventures

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

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
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13			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

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

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## Resolution of Board of Directors to enter into Consortia or Joint Ventures

Held at \_\_\_\_\_

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### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

- B. \*Mr/Mrs/Ms: \_\_\_\_\_ in \_\_\_\_\_ \*his/her

Capacity as: \_\_\_\_\_ (Position in the

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

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

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
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## Resolution of Board of Directors to enter into Consortia or Joint Ventures

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*The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

## LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

I, .....hereby confirm that I am the  
sole owner of the business trading as .....

Signature: Sole owner.....

Date.....

### Witnesses:

1. ....  
Date : .....
2. ....  
.....

<b>ENTERPRISE STAMP</b>



**water & sanitation**

Department:  
Water and Sanitation  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE: WATER RESOURCE DEVELOPMENT PLANNING**

## **TERMS OF REFERENCE**

**for**

**ENVIRONMENTAL IMPACT ASSESSMENT FOR THE  
PROPOSED BULK CONVEYANCE INFRASTRUCTURE FROM  
THE RAISED CLANWILLIAM DAM  
(Contract Period: 18 Months)**

**SEPTEMBER 2024**



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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
HDI	Historically Disadvantaged Individual
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
WBCBP	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) invites proposals from independent Environmental Assessment Practitioners (EAPs) for appointment as Professional Service Provider (PSP) to conduct the necessary Environmental Impact Assessment (**EIA Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam**). The EIA Study must be undertaken in accordance with all relevant environmental legislation.

### KEY REQUIREMENTS:

- **EAP Qualifications:** The EAP must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA). Registration with the South African Council for Natural Scientific Professions (SACNASP) will be considered an added advantage.
- **Project Scope and Duration:** The estimated duration for the completion of the EIA Study, including the Water Use License Applications (WULAs) for the authorisation of the proposed bulk conveyance infrastructure and support during the appeals period, is not expected to exceed **18 months**.
- **Briefing Session:** A Non **COMPULSORY** online briefing session will be organized to provide prospective bidders with an opportunity to seek clarification on the tender process. The date and time of the session will be communicated in the bid documents.
- **Enquiries and Communication:** Bidders are required to submit any formal enquiries regarding the Terms of Reference or administrative matters via email to the address provided in **Table 10.1** (Section 10.5) no later than 5 working days before the bid closing date. The Department will respond to all such enquiries in writing via email and will also upload the questions and responses to the departmental website ([www.dws.gov.za](http://www.dws.gov.za)). Assistance with accessing the webpage will be available through the contact details provided in **Table 10.1** and other bid documents. Late enquiries may still be communicated telephonically after the deadline, but such enquiries will not receive written responses.

This Terms of Reference (ToR) document provides a detailed description of the project location, scope of services, requirements for the technical and financial proposal, and evaluation criteria.

## 2. STUDY OBJECTIVES

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

The appointed EIA PSP (the EAP) must possess the requisite diverse skills and expertise necessary to complete the EIA Study within the prescribed time limits. The PSP is required to work in close collaboration with the **Engineering Firm** that was appointed previously to undertake the technical feasibility study to ensure seamless integration of environmental and technical investigations. Consequently, bidders are required to include a provision for **Technical Support** in their **Financial Proposal**.

The EAP will be engaged by the DWS to execute all tasks outlined in the **Scope of Services** to facilitate the successful **Environmental Authorisation** of the project. The project comprises three distinct components (schemes), each requiring a separate environmental authorisation. This necessitates the **submission of three applications** within a single EIA Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam.

The three schemes, as briefly outlined in this ToR, include:

- **Jan Dissels Scheme:** Located near the town of Clanwilliam
- **Right Bank Canal Scheme:** Situated between Bulshoek Weir and Verdeling.
- **Ebenhaeser Scheme:** Located at the lower end of the canal system.

The Scope of Services, as described in **Section 6**, constitutes the minimum requirements that the DWS will accept. However, the EAP must also undertake all additional processes necessary to ensure compliance with relevant environmental legislation. The services to be provided include:

- Reviewing the Environmental Screening Report and other information available from the feasibility study.
- Submitting applications and preparing a Scoping Report for the proposed bulk conveyance infrastructure.
- Identifying all Interested and Affected Parties (IAPs) and conducting a public participation process to engage with stakeholders.
- Conducting a comprehensive EIA, **including the assessment of power supply by Eskom** for the proposed infrastructure.
- Preparing and submitting the necessary applications in accordance with the National Heritage Resources Act (NHRA), 1999.
- Drafting the Environmental Impact Report (EIR), including the required specialist study reports.
- Preparing a Social Impact Assessment (SIA) Report.
- Developing an Environmental Management Programme (EMPr) for the pre-construction, construction, and operation phases of the proposed infrastructure.

- Developing an Environmental Management Plan (EMP) for the proposed borrow areas and submitting authorisation applications.
- Submitting Water Use Licence Applications (WULAs) in accordance with Sections 21, 22(3) and 40 of the National Water Act, 1998. A **Water Use Licence Technical Report(s)** supporting the applications is also required.

### 3. PROJECT LOCALITY

The Clanwilliam Dam is situated on the Olifants River near the town of Clanwilliam, within the Berg-Olifants Water Management Area in the Western Cape, as illustrated in **Figure 4.1**. The primary water use in this region is for irrigated agriculture.

One of the three project components (schemes) is situated within the Clanwilliam Dam supply area, adjacent to the dam. The second component is located near the town of Klawer, while the third scheme is situated at Ebenhaeser.

## 4. PROJECT BACKGROUND

The Clanwilliam Dam was initially constructed in 1935 with a capacity of 69.86 million m<sup>3</sup>. In 1962, the dam was raised by 6.1 metres, increasing its capacity to 128 million m<sup>3</sup>. The current live storage capacity stands at 122 million m<sup>3</sup>, with the mean annual runoff (MAR) at the dam currently at 360 million m<sup>3</sup> per annum. The dam supplies water to approximately 11 000 hectares of scheduled irrigation downstream, with an additional 318 hectares of scheduled allocations within the dam basin.

In light of proposed safety enhancements for the dam wall, the opportunity to further raise the dam was investigated. A Feasibility Study, completed in 2008, determined that raising the dam by 13 metres to increase the storage volume to 344 million m<sup>3</sup> (nearly equivalent to 1 MAR capacity) would be economically viable. This capacity increase would significantly boost the dam's firm yield by 69.5 million m<sup>3</sup> per annum.

The study recommended raising the **Full Supply Level** of the Clanwilliam Dam by 13 metres to augment water supply for the existing scheduled irrigation areas, towns, and industrial uses, as well as to provide additional water for new irrigation areas aimed at establishing **Historically Disadvantaged (HD) farmers** and supplying other local water users.

The environmental authorisation for raising the Clanwilliam Dam was granted in February 2010, and the project received approval as a Government Waterworks by the Minister of Water and Environmental Affairs in August 2010. The dam raising is currently in the construction phase, which began in October 2018.

The report titled *Post Feasibility Bridging Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam (WP0485): Feasibility Design (June 2021)* outlines 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.**
- **Ebenhaeser Scheme.**

The locations of these schemes are depicted in **Figure 4.1**.

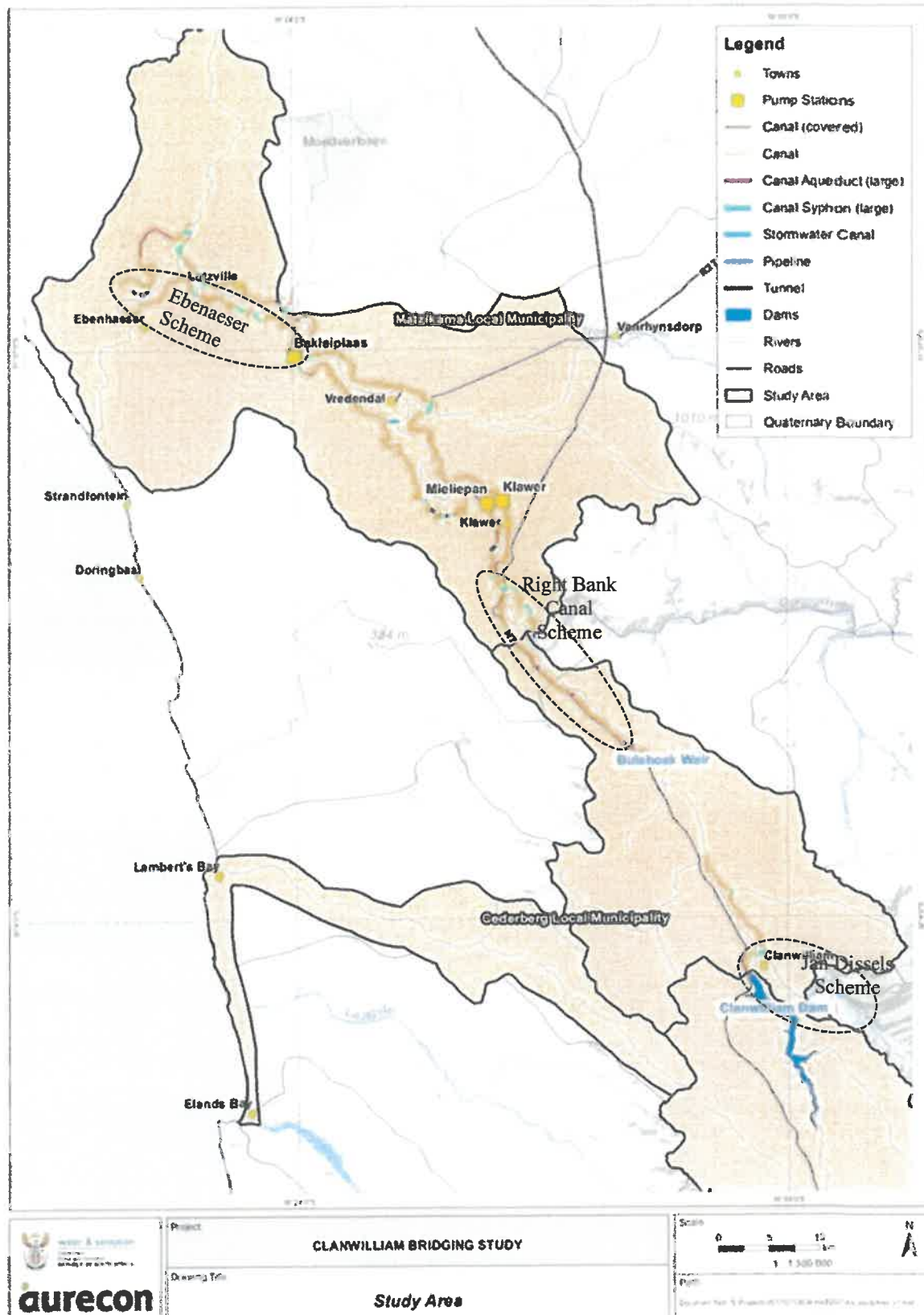


Figure 4.1: Locality map with scheme locations indicated in circles



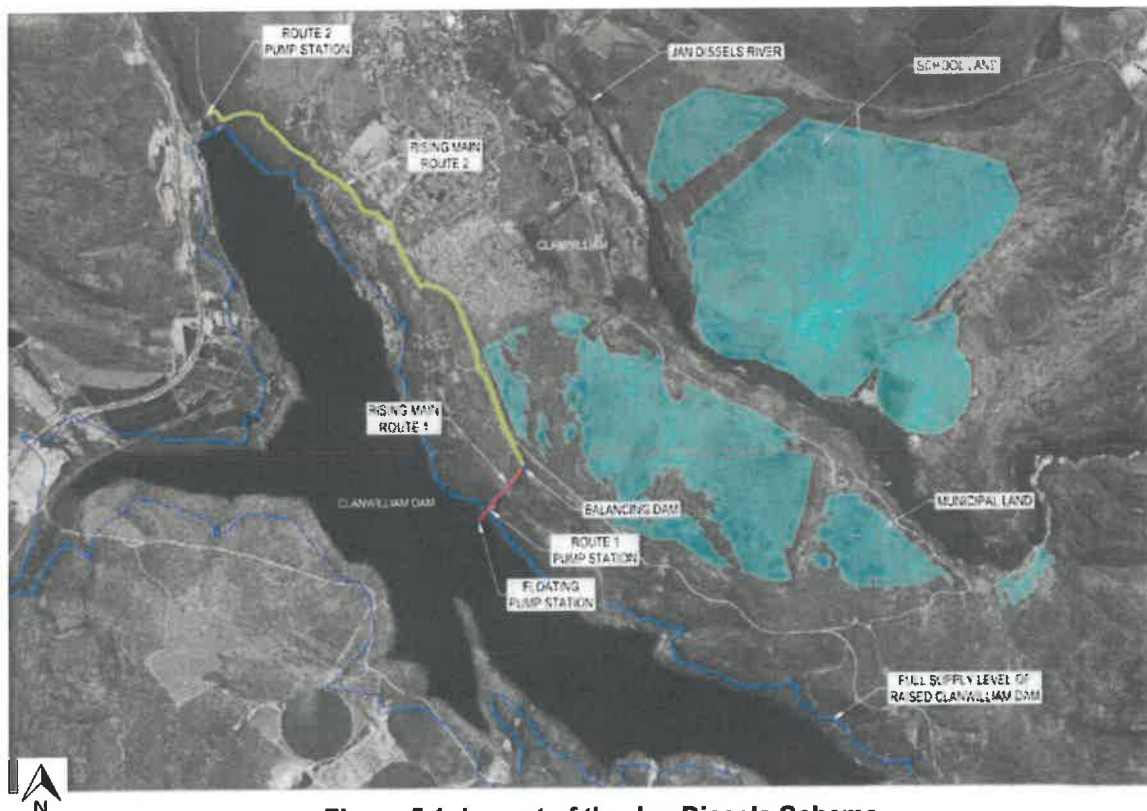
## 5. DESCRIPTION OF THE PROJECT

The proposed project entails the construction of bulk water conveyance infrastructure as detailed below. For further information, relevant reports are available on the DWS website. The project is expected to include the following components:

- Construction of bulk water pipelines
- Construction of balancing dams
- Construction of reservoirs
- Construction of bulk water canal systems
- Construction of abstraction works
- Construction of watercourse-crossing infrastructure
- Construction through watercourses
- Upgrading of existing bulk water infrastructure
- Construction of access roads (both temporary and permanent)
- Installation of electrical infrastructure
- Development of borrow pits for the supply of suitable construction material, if required.

### a) Jan Dissels Scheme

The Jan Dissels scheme, as depicted in **Figure 5.1**, involves the development of 462 hectares of irrigation land located southeast of Clanwilliam town in the Jan Dissels River Valley. This scheme includes a greenfield irrigation area and a smaller section of existing irrigation land, situated on both sides of the Jan Dissels River. The land designated for this scheme is State-owned.



**Figure 5.1: Layout of the Jan Dissels Scheme**

Jan Dissels Scheme infrastructure entails the following components:

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

- **Floating Intake Low-lift Pump Station** located on the shore of the raised dam basin.
- **Balancing Tank** positioned approximately 70 metres from the shoreline.
- **High-lift Pump Station** situated at the balancing tank.
- **Rising Main (DN 500)** extending 110 metres from the low-lift to the high-lift pump station.
- **Rising Main (DN 500)** extending 390 metres from the high-lift pump station to a concrete on-farm reservoir.
- **Concrete Reservoir** of 12 000 m<sup>3</sup> storage volume from which water is gravitated for irrigation. The reservoir size may increase if more storage hours are required during implementation.
- **On-farm Developments:** A 12 000 m<sup>3</sup> reinforced concrete reservoir is specified for construction on the farm.
- **Access Road** of approximately one kilometre in length, partially following the alignment of an existing jeep track.
- **Electricity Supply** required for energizing the pumps and other fittings, as well as for general lighting.

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

- **Pump Station** located below the raised Clanwilliam Dam on the right bank.
- **Rising Main (DN 500)** extending 3 740 metres from the pump station to a concrete reservoir.
- **Concrete Reservoir** of 12 000 m<sup>3</sup> storage volume from which water is gravitated for irrigation. The size could increase if more storage hours are needed during implementation.
- **On-farm Developments:** A 12 000 m<sup>3</sup> reinforced concrete reservoir is specified for construction on the farm.
- **Access Road** of approximately one kilometre in length, partially following the alignment of an existing jeep track.
- **Electricity Supply** required for energizing the pumps and other fittings, as well as for general lighting.

Alternative Route 2 is the preferred scheme alignment.

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

The Right Bank Canal Scheme, as illustrated in **Figure 5.3**, involves transfer of some of the irrigation water requirements from the existing main canal section (Trawal canal) to a new canal

to be built on the right bank of the Olifants River. The Trawal canal section poses the greatest risk to downstream irrigators, and the Right Bank Canal Scheme aims to mitigate this risk while also providing water for additional irrigation. The new canal will be designed to support all existing irrigation under the Lower Olifants River Government Water Scheme (LORGWS) as well as additional irrigation needs from the raised Clanwilliam Dam. To avoid inadvertent over-allocation, the scheme design also provides for a volume of 5 million m<sup>3</sup> kept in reserve, not allocated at this stage, to cater for potential impacts from hydrological uncertainties and climate change.

This scheme significantly reduces the risk of failure of the entire LORGWS by addressing the current limitations of the Trawal canal section. Although the right bank canal will take over the primary role, the left bank canal will remain in operation but will require periodic refurbishment and maintenance. However, due to a reduced number of irrigators who remain dependent on the left bank canal, the flow in the left bank canal, from the point where the right bank canal branches off, will be greatly reduced. Supplementary water will be made available in the left bank canal via a syphon from the right bank canal especially for the proposed new Trawal irrigation scheme (see **Figure 5.2**). The PSP is required to assess any potential environmental impacts resulting from the reduced flow in this reach of canal. If impacts are identified, the PSP must also propose suitable mitigation measures.

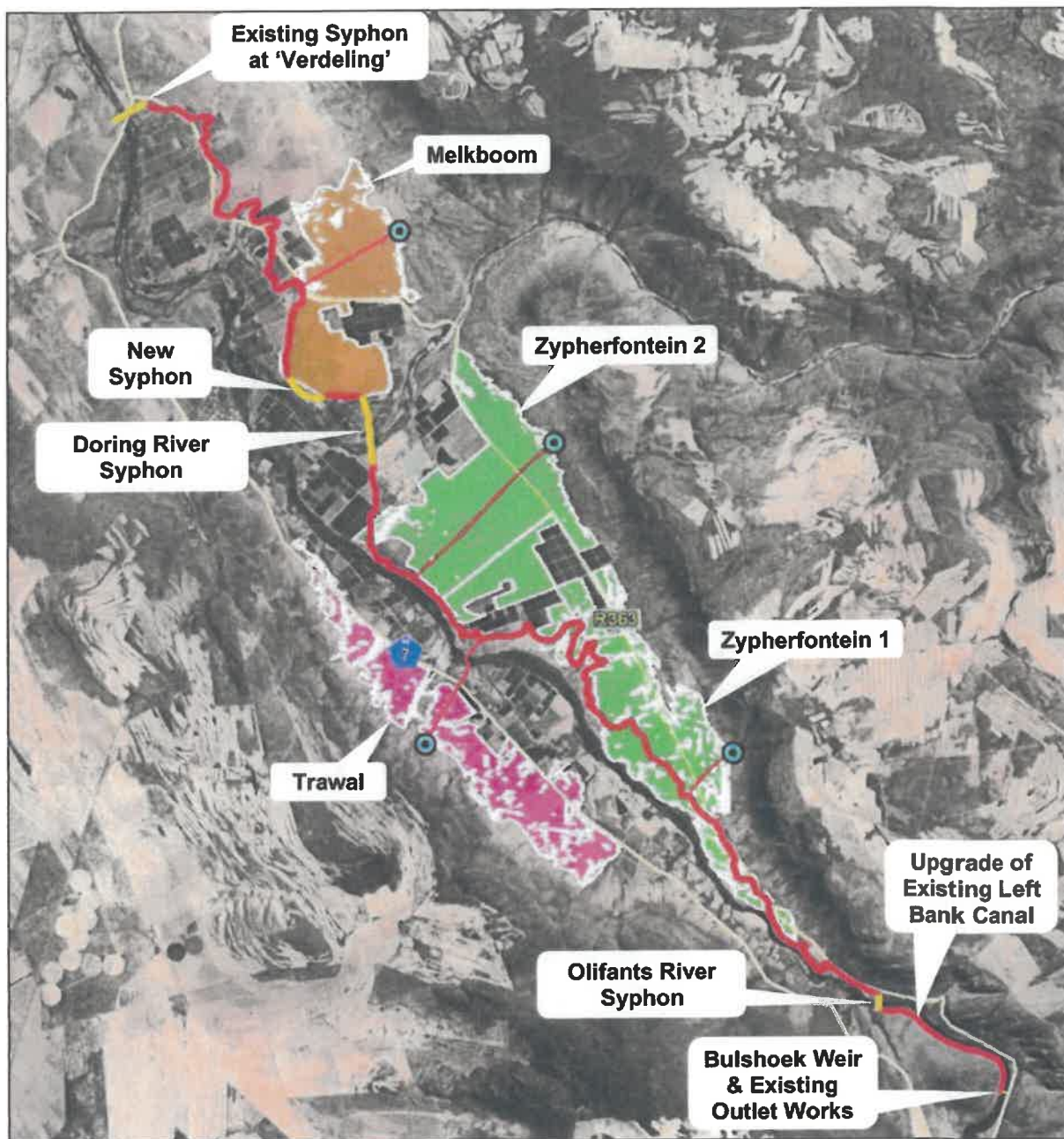
The Right Bank Canal Scheme makes use of the existing **Bulshoek Weir outlet works**, along with the first 3 kilometres of left bank canal, which will be upgraded to meet the scheme's requirements. The canal then crosses the Olifants River to connect with the new Right Bank Canal, continuing until it reaches the existing syphon at Verdeling. The project includes the construction of a new 1.3 km syphon crossing at the Doring River, along with an additional 0.8 km syphon shortly after the Doring River crossing.

The Right Bank Canal Scheme, as illustrated in **Figure 5.2** and **Figure 5.3**, is designed to serve several new irrigation areas, including Trawal, Zypherfontein 1, Zypherfontein 2 and Melkboom.

The Right Bank Canal Scheme involves extensive construction and upgrading of water conveyance infrastructure to ensure reliable and efficient delivery of water for irrigation. The key infrastructure components of this scheme include:

- **30 km Trapezium-Shaped Concrete-Lined Canal** with a design capacity of 11.4 m<sup>3</sup>/s.
- **Syphon Installations (x3)** are designed to carry the canal flow under obstacles, such as rivers. Two of these syphons specifically span river crossings, ensuring uninterrupted water conveyance.
- **Access Bridges** span the canal at designated points, allowing for the crossing of vehicles and equipment necessary for maintenance and agricultural activities.

- **Watercourse-Crossing Infrastructure** ensures the canal can cross natural watercourses without disrupting the natural flow or ecological balance.
- **Raising and Lining of the Left Bank Canal** below Bulshoek Weir, up to the start of the new canal section. This enhances the capacity and durability of the existing canal, ensuring it can integrate seamlessly with the new infrastructure.
- **Tying in the Right Bank Canal to the Existing Left Bank Canal:** This connection ensures that the new canal section is integrated with the existing water conveyance system.
- **Tying in the Right Bank Canal to the Syphon at Verdeling** facilitates continuation of water flow from the new canal into the existing syphon infrastructure.
- **Upgrading of the Syphon at Verdeling** enhances the capacity and efficiency of this crucial component to handle the increased water flow from the new canal section.
- **Flood Mitigation Infrastructure** protects the canal and surrounding areas from potential flooding, ensuring the system's resilience during extreme weather events.
- **Erosion Protection and Control Infrastructure** prevents erosion along the canal and at vulnerable points, maintaining the structural integrity of the water conveyance system.
- **Canal Access Roads** provide necessary access for maintenance, inspection, and operation of the canal and associated infrastructure.
- **Fencing** secures the canal, preventing unauthorised access and protecting the infrastructure from potential damage.



**Figure 5.2: Right Bank Canal Scheme and Proposed Irrigation Schemes**



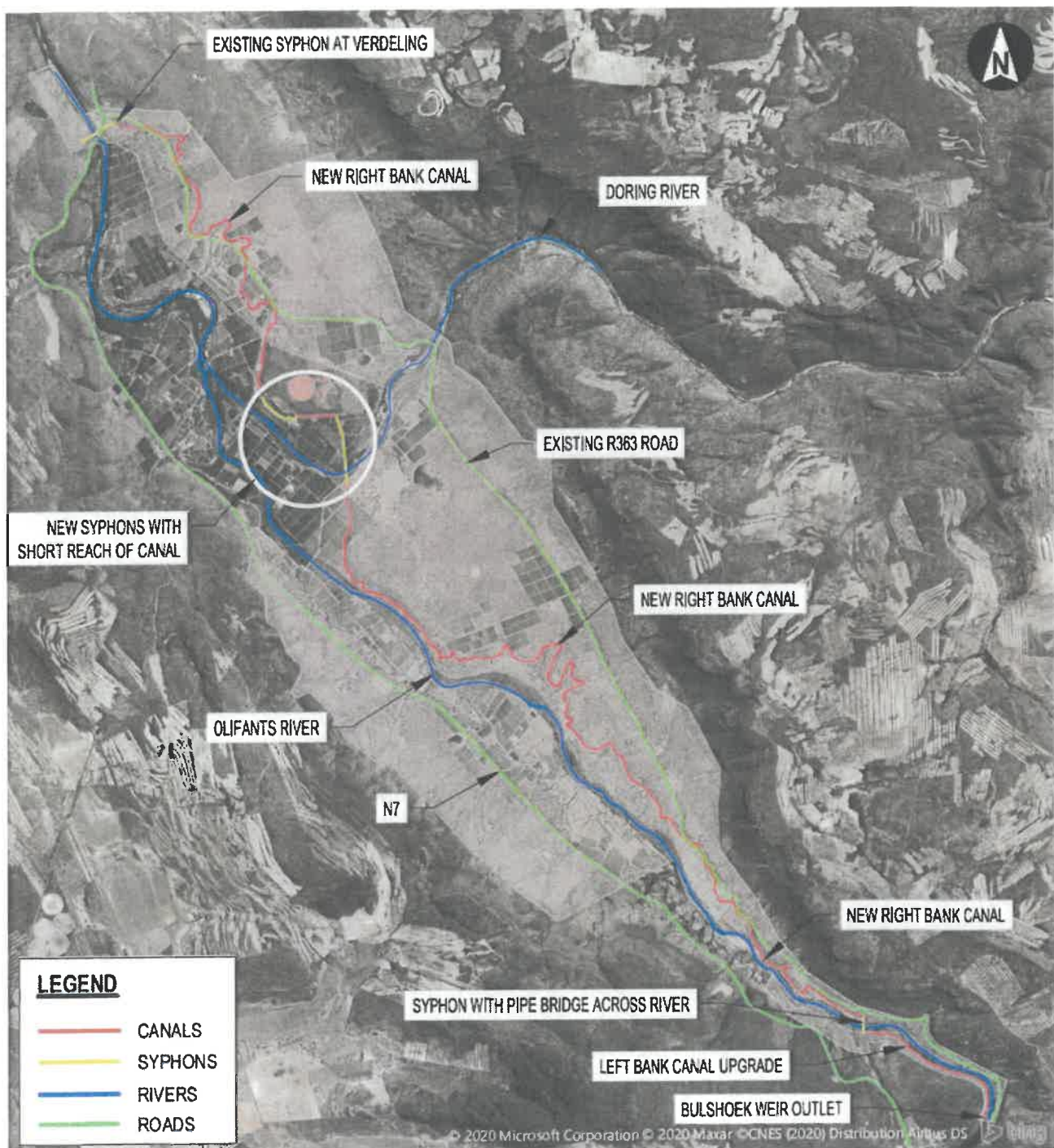


Figure 5.3: Layout of the Right Bank Canal Scheme

### c) Ebenhaeser Scheme

The existing Ebenhaeser Community Scheme is located approximately 12 km downstream from Lutzville. This scheme is managed under the Lower Olifants River Water User Association (LORWUA) and is currently allocated 257 hectares of water use entitlements. These entitlements are distributed across 153 plots, each with an area of 1.68 hectares, as well as to a commercial farmer holding 8.6 hectares. The water is delivered to an existing balancing dam at the end of the

canal system, from where it is distributed through a pumped scheme that supplies water under pressure.

In March 2019, the successful land claim by the Ebenhaeser Community resulted in the transfer of thirteen (13) farm parcels to the Ebenhaeser Community Project Association, with additional farms to be transferred in the future. These farms require additional water allocations, as some of the newly acquired land parcels currently lack any water allocation.

To address this, five water supply clusters have been identified to augment water supply to the restitution farms. These clusters are designed to utilize 80% of the scheme's total water supply, covering an area of 165 hectares. This area is allocated 12 000 m<sup>3</sup>/ha annually, consistent with allocations for surrounding commercial farms. The remaining 20% of the water supply is designated for the expansion of the existing Ebenhaeser Community smallholder irrigation scheme, which will cover 59 hectares with an annual allocation of 8 437 m<sup>3</sup>/ha. The potential for further expanding irrigation exists, provided that the economic feasibility of water conveyance to these areas is established.

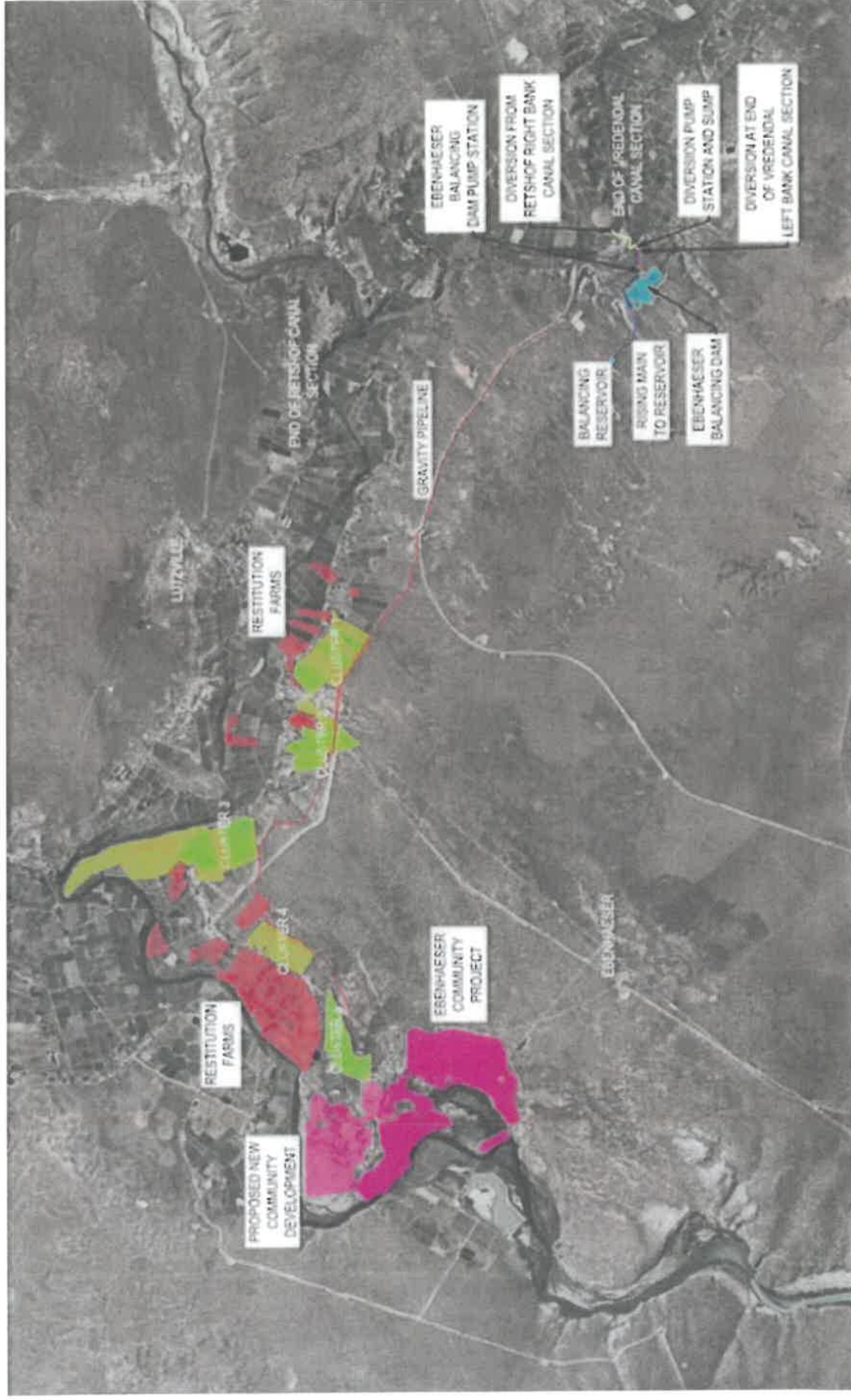
The scheme allows irrigators to pump water during weeks of surplus flow from the end of the Vredendal canal section on the left bank canal, as well as from the Retshof canal section on the right bank canal. This water is then stored in a balancing dam on the left bank of the Olifants River with a storage capacity of 2.302 million m<sup>3</sup>. The balancing storage includes a reserve volume of 150 000 m<sup>3</sup> designated for LORWUA to stabilise the operation of the lower sections of both the right and left bank canals. From the balancing dam, water is pumped to an elevated reservoir, from which it is distributed by gravity to the irrigators. **Figure 5.4** illustrates the proposed bulk water infrastructure for the Ebenhaeser Scheme, highlighting the critical components that will support the expanded irrigation efforts.

The Ebenhaeser Scheme includes the construction and installation the following key bulk infrastructure components:

- **Off-Take Structure** will be constructed on the existing Retshof right bank canal section.
- **Gravity Pipeline from Retshof Canal:** A 500 mm diameter, 765 m long gravity pipeline connecting the Retshof canal diversion point to a combined 2.5 Mℓ diversion balancing sump.
- **Olifants River Syphon:** A 37 m syphon crossing the Olifants River.
- **Off-Take Structure** from the existing Vredendal right bank canal section.

- **Gravity Pipeline from Vredendal Canal:** A 560 mm diameter, 93 m long gravity pipeline leading from the Vredendal canal diversion point to the combined diversion balancing sump.
- **Combined Diversion Balancing Sump:** Construction of a 2.5 Mℓ capacity balancing sump.
- **Pump House:** A pump house at the combined diversion balancing sump.
- **Booster Pump Station:** A booster pump station at the lined earthfill balancing reservoir.
- **Rising Main Pipeline to Balancing Dam:** A 710 mm diameter, 520 m long rising main pipeline from the diversion balancing sump to the lined earthfill balancing dam.
- **Earthfill Balancing Dam:** Construction of a lined earthfill balancing dam with a capacity of 2.302 million m<sup>3</sup>.
- **Inlet and Outlet Structures:** Construction of the necessary inlet and outlet structures to facilitate operational releases from the lined earthfill balancing dam to the Retshof and Vredendal canal sections.
- **Rising Main Pipeline to Elevated Reservoir:** A 560 mm diameter, 1 975-metre-long rising main pipeline to transport water to an elevated balancing reservoir.
- **Balancing Reservoir:** A 10.45 Mℓ balancing reservoir will be constructed. The reservoir size may be increased during implementation to provide additional storage for emergency situations.
- **Gravity Main Pipeline to Water Supply Clusters:** A 17 700-meter-long gravity main pipeline with varying diameters will be constructed to distribute water from the balancing reservoir to five water supply clusters.
- **Access Road:** An access road will be built to connect the balancing dam and balancing reservoir, following the alignment of an existing jeep track.
- **Electrical Supply:** Electricity infrastructure will be installed to provide power for lighting, pumps, and other necessary fittings.





**Figure 5.4: Layout of the Ebenhaeser Scheme**

## 6. SCOPE OF SERVICES

The EAP must review feasibility study reports and environmental screening assessment report to identify and confirm listed activities under the EIA Regulations, 2014 (as amended).

The EAP is responsible for carrying out the EIA process, including both Environmental Scoping and EIA phases, according to all applicable legislations (refer to **Section 7**). The objective of the EIA Study is to secure three (3) Environmental Authorisations from the Department of Forestry, Fisheries and the Environment (DFFE) for the proposed government waterworks. Additionally, the EAP is expected to seek **guidance from DFFE** regarding the authorisation process for seven (7) additional private, joint-venture irrigation schemes not included in the government waterworks.

The **methodology** to be presented by the EAP should cover, but is not limited to, the following tasks:

- Compilation and submission of the necessary application forms for the proposed project to the relevant authorities.
- Pre-consultation and Authorities meetings with DFFE, DWS, Department of Mineral Resources (DMR), and other competent authorities to coordinate and align regulatory requirements.
- Key Activities for Environmental Scoping and EIA Phases which should cover, but are not limited to, the following activities:
  - a) Inception Phase to review the scope and objectives of the study.
  - b) Site visits during both the Environmental Scoping and EIA phases.
  - c) Public Participation Process (PPP) as per the EIA Regulations to gather input and address concerns.
  - d) Environmental Scoping Report (ESR).
  - e) Plan of Study for the EIA phase based on scoping results.
  - f) Environmental Impact Assessment to evaluate the potential environmental impacts of the project.
  - g) **Eskom Power Supply Authorisation** to verify the scope of and carry out the necessary environmental assessments. Liaison with Eskom is mandatory.
  - h) Specialist Studies (refer to **Table 6.2** for a full list)
  - i) Environmental Management Programme (EMPr) to guide the management and mitigation of environmental impacts.
  - j) Environmental Management Plan (EMP) for any proposed quarries and borrow areas, and submission of applications to the DMR for necessary authorisation.
  - k) Water Use Licence Applications (WULAs) in accordance with the National Water Act (NWA), 1998.

## 6.1 Inception Report

The appointed PSP is required to conduct a comprehensive review of the feasibility study reports produced as part of the *Post Feasibility Bridging Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam*. This review should also encompass any other relevant existing information necessary for the project.

The PSP will then prepare an **Inception Report** that includes the following key components:

- **Detailed Task Description:** A thorough breakdown of all tasks to be performed during the study.
- **Methodology:** A clear outline of the methodologies and approaches to be employed in executing each task.
- **Study Programme:** A detailed timeline for the project (study), including milestones and deadlines for each phase.
- **Human Resource Schedule:** A roster outlining the personnel involved, their roles, and time allocations for each task.
- **Cashflow Projection:** A financial plan projecting the expected flow of funds throughout the duration of the study, linked to key deliverables and milestones.

## 6.2 Project Management

The **Project Management** and coordination of the EIA Study are key responsibilities of the appointed PSP under the supervision of the DWS Project Manager. This involves organising meetings, site visits, and ensuring the timely and efficient execution of the Study. Financial provisions for these activities must be included in the PSP's proposal, as outlined in **Table 6.1** below.

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

MEETING TYPE	NUMBER OF MEETINGS	PROPOSED VENUE	PSP OBLIGATIONS
Inception meetings	Total = 2	Pretoria	a) Arrangements for meetings b) Attendance of meetings c) Minute taking and distribution
Meetings with authorities	Total = 5	Pretoria = 4 Cape Town = 1	a) Arrangements for meetings b) Attendance of meetings c) PowerPoint presentations 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)

MEETING TYPE	NUMBER OF MEETINGS	PROPOSED VENUE	PSP OBLIGATIONS
Study Management Committee (SMC) meetings	Once every two months Total = 9	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 e) Arrangements for refreshments
Project Steering Committee (PSC) meetings with role players	Once every two months Total = 9	Alternate venues between Clanwilliam and Vredendal	
Public meetings with stakeholders	Once every six months per scheme Total = 9	Study area (Clanwilliam, Vredendal, and Ebenhaeser)	a) Arrangements for meetings b) Progress reports c) PowerPoint presentations d) Minute taking and distribution e) Arrangements for refreshments

The PSP must cover all **travel and subsistence costs** for its team members attending these meetings and site visits and is responsible for **secretarial services** at all meetings and workshops.

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

The PSP will coordinate the Project Steering Committee (PSC) and Study Management Committee (SMC) meetings, in addition to public meetings. The DWS will provide the PSP with contact details for officials involved in these meetings.

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

The PSP is responsible for organising additional meetings with key role players as required. Potential stakeholders include various government departments, local municipalities, agricultural entities, and community groups, such as:

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

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

The PSP Study Leader must ensure that the study team is fully mobilised, tasks are activated, and project milestones are met. The Study Leader must coordinate the various tasks of this EIA Study to achieve coherence and agreed milestones. Progress will be reported at SMC and PSC meetings, and monthly reports submitted to DWS.

### d) Quality Control of Deliverables

The Study Leader is responsible for ensuring all deliverables are thoroughly reviewed before submission to DWS. Reports must meet the highest standards and comply with DWS, DFFE, and other regulatory formats. Any inadequate submissions will be returned to the PSP.

### e) Financial Management

The PSP will ensure prompt invoicing and proper documentation in line with DWS invoicing requirements. An example of documentation requirements for invoicing is a **Progress Report** for deliverables achieved during the claim period. The contract is deliverable-based, and invoices are only paid for actual deliverables achieved. Furthermore, the PSP is advised to break down tasks into multiple deliverables to ensure **smooth cashflow** throughout the contract period.

### f) Technical Support from Feasibility Study PSP

The EIA PSP will need **technical support** from the engineering firm that conducted the Post Feasibility Bridging Study (Zutari Pty Ltd, Cape Town). Zutari should provide an engineer familiar with the project, preferably the original Study Leader. The Bridging Study was completed in June 2021 and final study reports are available on the DWS website ([www.dws.gov.za](http://www.dws.gov.za)). The PSP must include the cost for this support in their financial proposal, as **no Provisional Sum** has been allowed for this task. Zutari may be contacted as follows:

Zutari (Pty) Ltd  
1 Century City Drive  
Waterford Precinct  
Century City  
Cape Town  
7441  
(P O Box 494, Cape Town, 8000)  
Tel. 021 526 9400.  
[capetwon@zutari.com](mailto:capetwon@zutari.com).

### g) Project Website

The PSP will ensure relevant project information is made available on DWS project website for information dissemination to the general public. This includes:

- Meeting proceedings
- Advertisements
- Reports (Scoping, EIA, Specialist Studies, EMP, EMP, WULA, Issues and Responses, etc.)
- Environmental Authorisation.

### h) Appointment of External Specialists

The EAP will appoint any **additional specialists** required during the EIA Study for studies unforeseen at tender stage. This includes compilation of **terms of reference**, adjudication and appointment of the specialists through sub-consultancy agreements. Coordination with these specialists to meet milestones and reporting requirements is the EAP's responsibility.

Variation orders for unforeseen specialist studies may be required during the Scoping and EIA phases, particularly if additional studies are requested by stakeholders or authorities.

## 6.3 Public Participation Process

The **Public Participation Process (PPP)** is a critical component of the EIA Study, ensuring transparency, inclusivity, and adherence to legal requirements. The PSP must implement a well-organised and timely PPP to meet the regulatory obligations of the **EIA Regulations, 2014** (as amended), providing stakeholders with the opportunity to engage and voice their concerns or inputs. The PPP will be integrated for both **National Environmental Management Act (NEMA)** and **National Water Act (NWA)** processes, ensuring that it complies with the relevant legal frameworks.

**Key Responsibilities of the PSP:** Bidders are required to consider the following key deliverables when preparing their Financial Proposals for the PPP:

- a) Identify members of the public, key stakeholders, local authorities, government departments, and environmental groups with an interest or stake in the proposed schemes.
- b) Identify all landowners, residents, and communities directly affected by the proposed schemes.
- c) Create and maintain a register of **Interested and Affected Parties (IAPs)** with their contact details for the duration of the study to ensure all communications are properly managed.
- d) Advertise the Environmental Scoping and EIA process in **local and regional newspapers** to inform the public of the process and how they can participate.

- e) Develop and maintain relevant project information suitable for publishing on the **DWS website** during the EIA process, providing transparency and easy access to information.
- f) Prepare a detailed **Background Information Document (BID)** to circulate to all identified IAPs at the start of the EIA Study, outlining the project background, potential impacts, and opportunities for engagement.
- g) Notify all identified IAPs about the EIA process, detailing their roles, responsibilities, and rights under the applicable environmental legislation.
- h) Ensure that all relevant environmental information and reports are shared with IAPs for their review and comment. This includes making reports publicly accessible in a format that can be easily understood.
- i) Organise, coordinate, and facilitate **Public and Focus Group Meetings** to present information about the EIA process, gather comments and inputs from IAPs, and ensure that these meetings are properly documented through minute-taking.
- j) Record all issues and concerns raised by IAPs, document comments, and prepare an **Issues and Responses Report (IRR)**. This report must be comprehensive, reflecting the views of IAPs and how their concerns are being addressed.
- k) Circulate the comments and issues raised by IAPs to the project team to ensure that they inform the technical aspects of the project and decision-making processes.
- l) Notify all registered IAPs of the **Environmental Authorisation** outcome from the Department of Forestry, Fisheries and the Environment (DFFE), the **Water Use Licence Applications** outcome from the Department of Water and Sanitation (DWS), the **Mining Permit Application** outcome from the Department of Mineral Resources (DMR), and other relevant authorisations. This notification(s) must include information on the available channels for appeal and how IAPs can provide further comments if necessary.

## 6.4 Pre-application and Scoping Phase

The **Environmental Scoping Phase** is crucial for setting the foundation of the EIA process by identifying key environmental aspects and potential impacts of the proposed project. Building on the previous **Environmental Screening Report** from feasibility study and the DFFE web-based screening tool, this phase systematically collects and analyses data relevant to the EIA process, ensuring that all potential environmental, social, and economic factors are considered. An **Environmental Baseline Study Report** is required, either as a separate, stand-alone report or a chapter of the **Scoping Report**.

Key activities in this phase include engaging the public and stakeholders, identifying significant impacts, and developing a comprehensive **Plan of Study** for the EIA. The Scoping Report, which must comply with the requirements of **Appendix 2 of GN R968/2014** (as amended), will outline all findings, stakeholder inputs, and the methodology of the EIA including the required specialist studies.



The deliverables required for the Scoping Phase include:

- a) The PSP must use the **DFFE web-based screening tool** to complete pre-application requirements and must consult with the DFFE to confirm the required **Specialist Studies**.
- b) Conduct an initial **pre-application PPP** to identify any major issues or objections from the public and stakeholders. This step ensures early identification of potential roadblocks or significant concerns.
- c) The **Scoping Report** should comprehensively describe the environment and potential impacts, while the **Plan of Study for the EIA** must detail the methodology for assessing impacts and outline the **specialist studies** to be undertaken. This will guide the subsequent EIA phase.
- d) The PSP is responsible for completing and submitting all relevant **EIA application forms** to register the project and obtain official reference numbers for each of the three Government Waterworks.
- e) After submitting the application, the **Scoping Report** must be circulated for public and stakeholder comments. This PPP ensures transparency and allows IAPs to provide feedback on the report and the proposed project.
- f) The Scoping Report must be **updated** based on the comments received during the post-application PPP. Any new issues or concerns raised by IAPs must be addressed, and the report should reflect how these concerns will be considered during the EIA phase.
- g) Once updated and finalised, the **Scoping Report** must be submitted to the **DFFE** for review and approval. This submission marks the end of the Scoping Phase and provides a clear path forward for the EIA phase.

## 6.5 Environmental Impact Assessment

The **Environmental Impact Assessment (EIA)** phase is a critical step in evaluating the potential environmental, social, and economic impacts of the proposed project. It builds on the Plan of Study for the EIA, which was developed during the Scoping Phase, and must adhere to **Appendix 3 of GN R982/2014** (as amended). The objective is to provide a comprehensive analysis of the likely effects of the project and propose mitigation measures to minimise negative impacts.

The deliverables required for the EIA Phase include:

- a) The PSP must compile a detailed **EIA Report** in accordance with the Plan of Study outlined in the Scoping Report. This report should thoroughly assess all identified impacts and propose mitigation measures. It must also include a detailed assessment of the direct, indirect, and cumulative impacts of the project.
- b) The **Specialist Study Reports** provide expert analysis on specific environmental aspects (refer to **Table 6.2**). These studies must be completed by independent specialists and



submitted as separate reports.

- c) The findings and recommendations from the specialist studies must be **integrated** into the EIA Report. The specialist input should guide the impact assessment, influencing the mitigation strategies and the overall project design.
- d) The PSP must develop an **Environmental Management Programme (EMPr)** in accordance with **Appendix 4 of GN R982/2014** (as amended). The EMPr outlines specific measures for managing and mitigating environmental impacts during the construction, operation, and decommissioning phases of the project. It also includes monitoring requirements, roles and responsibilities, and timelines for implementation.
- e) The **EIA Report** must be circulated to all registered IAPs for review and comment. The PSP should compile a **Comments and Responses Report**, documenting all feedback received during this process along with the applicant's and EAP's responses. This ensures that public and stakeholder input is fully integrated into the final assessment.
- f) Once all comments have been addressed and the report has been updated, the final **EIA Report** must be submitted to the **DFFE** within the regulated timeframes, as stipulated in **GN R982/2014** (as amended). This submission is crucial for obtaining the necessary environmental authorisations for the project.

## 6.6 Specialist Studies

As part of the EIA process, various **Specialist Studies** are required to evaluate the social, economic, and environmental impacts of the proposed project. These studies aim to provide detailed insights into potential impacts and propose mitigation measures where necessary. The following specialist studies are envisaged for this EIA Study (see **Table 6.2** for requirements):

- **Terrestrial Ecology and Botanical Study:** Assessment of plant and animal life, including sensitive and endangered species.
- **Aquatic Ecology and Wetland Study:** Evaluation of aquatic ecosystems, wetland health, and associated biodiversity.
- **Freshwater Study:** Assessment of both surface and groundwater, in terms of Section 21 of the National Water Act, 1998 (Act No. 36 of 1998), including the quantity and quality of water and the potential for pollution.
- **Heritage and Palaeontological Study:** Investigation of archaeological and palaeontological resources, including historical sites and fossils.
- **Social Impact Assessment:** Identification of the social impacts on local communities and stakeholders. This builds on the Socioeconomic Impact Assessment from the Bridging Study but focuses on social gaps and impacts.
- **Agricultural Impact Assessment:** Evaluation of how the project affects agricultural productivity, land use, and soil health.

- **Traffic and Access Roads Study:** Assessment of the impact on traffic, road infrastructure, and access roads during both construction and operation phases.
- **Electrical Network Study:** Evaluation of the power supply needed for construction and operational phases of the project.

**Table 6.2: Specialists for the EIA Study**

<b>SPECIALIST STUDY</b>	<b>REQUIRED SPECIALIST (Minimum Qualification)</b>	<b>PROFESSIONAL BODY (Professional Registration)</b>
Study Leader (Environmental Assessment Practitioner)	BSc Honours in Environmental Science or related field	Environmental Assessment Practitioners Association of South Africa (EAPASA Professional Member)
Terrestrial Ecology and Botanical Study	BSc Honours in Ecology, Botany, Zoology, or related field	South African Council for Natural Scientific Professions (SACNASP) or equivalent (Professional Scientist)
Aquatic Ecology and Wetland Study	BSc Honours in Ecology, Aquatic Science, or related field	SACNASP or equivalent (Professional Scientist)
Freshwater Study	BSc Honours in Hydrology, Microbiology, Chemistry, or related field	SACNASP or equivalent (Professional Scientist)
Heritage and Palaeontological Study	BSc/BA Honours in Archaeology or related field	Association of Southern African Professional Archaeologists (ASAPA) or equivalent (Professional Member)
Social Impact Assessment	BSc Honours in Social Science or related field	South African Sociological Association (SASA) or equivalent (Professional Sociologist)
Agricultural Impact Assessment	BSc Honours in Agriculture, Agricultural Economics, Soil Science or related field	SACNASP or equivalent (Professional Scientist)
Traffic and Access Roads Study	BSc Eng/BEng/BTech in Civil Engineering, Highway Engineering, or Traffic Engineering	Engineering Council of South Africa (ECSA) (Professional Engineer or Technologist)

SPECIALIST STUDY	REQUIRED SPECIALIST (Minimum Qualification)	PROFESSIONAL BODY (Professional Registration)
Electrical Network Study	BSc Eng/BEng/BTech in Electrical Engineering	ECSA (Professional Engineer or Technologist)

### Requirements for Specialist Studies:

- **Curriculum Vitae:** A detailed CV for each specialist must be submitted in the **Technical Proposal**, along with their qualifications and proof of registration with the relevant professional body. Their experience in similar projects must be highlighted. For each **Specialist Study**, the template shown in **Table 6.3** must be used for **CV Folder Cover**. Additionally, a list of the proposed specialists must appear in the main body of the Technical Proposal.
- **Financial Proposal:** Bidders should include all associated costs for conducting these specialist studies in their **Financial Proposal**.

**Table 6.3: CV Folder Cover for Specialists**

TERRESTRIAL ECOLOGY AND BOTANICAL STUDY: CV 2
1) Full Names 2) Qualifications 3) Professional Registration (Professional Body) 4) Years of Relevant Experience 5) See Attached CV, Qualifications Certificates, and Proof of Professional Registration

### Additional Specialist Studies

If unforeseen specialist studies become necessary during the EIA process, these must be approved DWS. The PSP will be required to submit a detailed motivation with a task budget for approval. Once approved, these specialist sub-consultants can be appointed, and costs will be covered through a **Variation Order** which must be approved before commencement of the specialist study.

## 6.7 Environmental Management Programme

The PSP is responsible for compiling an **Environmental Management Programme (EMPr)** to outline the mitigation measures for managing environmental impacts identified during the Environmental Impact Assessment. The EMPr should address all phases of the project, including **design, construction, and operation**. It is a **living document** and may require updates based on new information or changes in project scope.

The EMPr must comply with Appendix 4 of GN R982, 2014 (as amended) and will be included as part of the EIA Report submission. The purpose of the EMPr is to:

- Provide **guidance** on environmental best practices to avoid, minimise, or mitigate identified impacts.
- Ensure compliance with **environmental laws and regulations** during all stages of the project.
- Specify **roles and responsibilities** of stakeholders, including contractors and the project management team.
- Define **monitoring, reporting, and auditing** procedures for ensuring compliance with the prescribed mitigation measures.
- Provide **guidelines** for handling environmental emergencies such as spills, accidents, or other unforeseen incidents that could affect the environment.
- Training programmes for all personnel involved in the project to ensure they are aware of the EMPr requirements and the importance of environmental management.
- Format and frequency for submission of environmental monitoring reports to relevant authorities and stakeholders.

## 6.8 Mining Permits for Borrow Areas

In the course of the project, it is expected that **borrow areas** may be established to source construction materials, such as earthfill material or aggregate (sand, gravel or crushed stone). The development of these borrow areas could trigger **listed activities** under **Government Notice (GN) R983** and **GN R985** of the Environmental Impact Assessment Regulations, 2014 (as amended). As a result, a separate application must be made for authorisation from the **Department of Mineral Resources (DMR)**. The PSP must include the following key tasks related to the borrow areas in the scope of the project:

- Submission of a **separate application** to the DMR for obtaining the required mining permits.
- The application must ensure compliance with the **Mineral and Petroleum Resources Development Act (MPRDA), Act 28 of 2002**, as well as all relevant legislations.
- A detailed **Environmental Management Plan (EMP)** must be developed for the borrow areas to manage environmental impacts associated with mining activities.
- The EMP must cover aspects such as excavation and extraction of materials, rehabilitation of the site after material extraction is completed, among others
- The application process must include appropriate **public participation** and consultation with **Interested and Affected Parties (IAPs)**, in compliance with DMR requirements.

- The PSP must develop a monitoring and reporting framework to ensure that the environmental management measures for the borrow areas are implemented and maintained during the construction phase.
- The PSP must ensure that the activities related to the borrow areas align with the overall project schedule and environmental compliance measures established for the **broader EIA Study**.

## 6.9 Water Use Licence Applications

The **Water Use Licence Applications (WULAs)** are a critical component of the EIA process for this project, ensuring compliance with the National Water Act, 1998 (Act No. 36 of 1998). These applications are required for the various water-related activities that form part of the proposed project. The objectives and deliverables of this task include identification of water uses requiring licensing, preparation of technical reports, and submission of WULAs to DWS as outlined below:

- The PSP must engage with the **DWS Water Use Licensing Office** to determine the water uses that require licensing. This consultation will clarify the scope and requirements for the project in terms of the National Water Act.
- The PSP will identify specific components of the proposed project requiring licensing under **Section 21** of the **National Water Act**. Potential water uses requiring licensing, among others, include:
  - **Section 21(b)**: Storing water (e.g. for the Ebenhaeser balancing dam).
  - **Section 21(c)**: Impeding or diverting the flow of a watercourse.
  - **Section 21(i)**: altering the bed, banks, course, or characteristics of a watercourse.
- The PSP must assess whether these or any other categories apply to different components of the project, including syphons across rivers and any other infrastructure that interacts with the water resources.
- A **WULA Technical Report** will be prepared for each component of the project (i.e. each of the three proposed schemes). These reports must include all the necessary technical information required for processing the licence applications.
- The report must be prepared in close collaboration with the **DWS Water Use Licensing Office** at the **Head Office** and the **Western Cape Regional Office** to ensure all requirements are met.
- The PSP will be responsible for completing all relevant **WULA forms** as required by **Section 41** of the **National Water Act**. This includes the submission of all supporting documentation as specified by DWS. All WULA documentation must comply with the requirements set out in **GN R267/2017**.
- The completed WULAs, along with the technical reports, must be submitted to DWS for processing.

It is possible that individual **Historically Disadvantaged farmers** or other water users benefitting from the project may need to undertake their own WULA processes, separate from this EIA Study, in terms of **Section 21** of the **National Water Act**. The PSP must confirm these requirements and document them in the WULA technical reports.

**WULA Technical Reports** (x3) for each scheme must be submitted to DWS. **Application Forms** and supporting documentation must also be submitted in line with DWS requirements.

## 6.10 Amendment of Authorisation and Assistance with Appeals

This task involves supporting the Department of Water and Sanitation (DWS) throughout the environmental authorisation process, including handling comments and any amendments to the authorisation and managing appeals lodged against the project. The PSP must remain involved until final authorisation is obtained from the Department of Forestry, Fisheries and the Environment (DFFE). The PSP's involvement in this phase ensures that DWS is well-supported in responding to appeals and potential amendments, ensuring that the project proceeds in compliance with legal and regulatory requirements.

**Support in Handling Comments and Appeals:** The PSP must assist DWS in addressing all comments, objections, and appeals from IAPs or appellants. This includes setting up and facilitating meetings with DFFE and the appellants, drafting responses to issues raised, and communicating with IAPs in accordance with relevant environmental regulations.

**Review of Conditions of Authorisation:** Upon receipt of the conditions attached to the environmental authorisation, the PSP will be responsible for examining these conditions in collaboration with DWS. If any conditions require amendment, the PSP must prepare and submit applications for the necessary amendments to DFFE.

**Preparation of Appeals Response Report:** The PSP is tasked with preparing both the Draft and Final Appeals Response Report (ARR) in the prescribed format for submission to DFFE. The ARR must address each appeal lodged against the project and provide a comprehensive report. The PSP will also conduct a **Legal Review** of the appeals, ensuring that responses are in accordance with applicable water and environmental legislation.

**Administrative and Professional Support:** The PSP must handle all administrative tasks associated with the appeals process, including document management, scheduling meetings, and maintaining communication with DWS and DFFE. The PSP is responsible for ensuring the appeals process is conducted professionally, and that all responses to appeals are legally sound and well-documented.

**Legal Review by Experienced Professional:** An experienced **Legal Professional**, specialising in water and environmental legislation, must be engaged for the legal review of the appeals and proposed responses. This professional must have a proven track record in these fields, ensuring that the legal aspects of the project are handled with expertise.

**Provision for Amendments:** If any amendments to the authorisation are required, the PSP must prepare and submit applications for up to two (2) amendments. These applications must follow the relevant procedures and be submitted to DFFE for approval.

**Financial Provision for Appeals:** Bidders must make provision in their **Financial Proposal** for handling a maximum of **10 appeals** and **2 applications** for amendment. The cost breakdown for each appeal and amendment must be clearly indicated in the Proposal. This must include all associated administrative and professional costs. Additionally, the Proposal must cover the costs related to managing non-appeal, general comments and tasks during the **Appeals Phase**.

## 6.11 Capacity Building and Training

Bidders are required to allocate resources for the **Capacity Building and Training** of DWS officials and interns on both the technical and legal aspects of environmental assessment relevant to the scope of this EIA Study. The specifics of the capacity-building program will be developed by the appointed PSP in coordination with the DWS Project Manager.

Capacity building may include the secondment of DWS official and interns to the PSP for hands-on experience with certain aspects of the EIA Study. The PSP's responsibility in this regard will be limited to mentoring time, providing office space, and other necessary study-related resources. Compliance with this requirement must be confirmed in the Technical Proposal.

Additionally, one-day workshops are required to cover selected technical and legal aspects of the EIA Study for DWS officials. These workshops **MUST be accredited** with SACNASP and ECSA to enable scientists and engineers to gain Continuing Professional Development (CPD) credits. The workshop content should be outlined in the **Technical Proposal**, subject to further review.

In the **Financial Proposal**, bidders must provide for the secondment of **three (3) officials** for a cumulative period of six (6) months each, and for the facilitation of **two (2) one-day workshops**. One workshop will be held in Cape Town and the other in Pretoria, although they may be combined and conducted virtually if preferred by the DWS officials. Provision must be made for the preparation of presentation materials, venue arrangements, refreshments, lunch, and CPD accreditation with SACNASP and ECSA.

## 6.12 Programme for EIA Study

The estimated duration of this EIA Study is **18 months**. Bidders are required to include a comprehensive programme, in Gantt Chart format, in their Technical Proposal, detailing all major activities and milestones for the EIA Study. The programme must clearly outline the timeline for each task, ensuring that all are completed within the stipulated 18-month contract period. The programme should be developed using **MS Project**, which is the preferred format during the EIA Study.



## 7. APPLICABLE LEGISLATION

The following legislation applies to the EIA Study for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam:

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

The project requires a Scoping-EIA process under the National Environmental Management Act (NEMA) as it triggers, among others, activities 15 and 16 of GN R984 (2014, as amended). Additionally, the project will 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)

If suitable construction materials are not available from commercial sources, the project may require materials to be sourced from borrow areas, necessitating the creation of borrow pits near construction sites. Although the DWS is exempt from sections 16, 20, 22 and 27 of the Mineral and Petroleum Resources Development Act (MPRDA) under section 106 of the Act, the amended GN R983 and R984 exclude section 106 (mining activities). However, auxiliary activities like vegetation clearance or access roads are not excluded. Borrow (mining) areas may trigger listed activities under GN R983 and R985. For listed activities directly related to the extraction or primary processing of a mineral, a separate application must be submitted to the Department of Mineral Resources (DMR), as the Minister of Mineral Resources is the Competent Authority (CA) for mining activities (borrow pits).

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

According to the Post Feasibility Bridging Study, the study area contains 28 threatened ecosystems, including two categorised as Endangered (i.e. Leipoldville Sand Fynbos and Citrusdal Shale Renosterveld). Critical Biodiversity Areas (CBA 2) are also mapped within 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 Ebenhaeser earthfill balancing dam will have a storage volume of 2.3 million m<sup>3</sup>, requiring a Water Use Licence Application under section 21(b) of the National Water Act. Additional applications under section 21 will be required for other components of the three schemes.

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

Despite the sparse vegetation in the project area, the balancing dam site and other components are located within 'Endangered' ecosystems and are in a near-natural state. The

potential impacts on tree species must be assessed, and the necessary permits must be obtained under the National Forests Act (NFA) for each of the three schemes.

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

Given the location of the balancing dam site within an 'Endangered' ecosystem in a near-natural state, a permit may be required for the relocation, damage or destruction of species protected under the Nature and Environmental Conservation Ordinance.

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

The project requires notification to Heritage Western Cape (HWC) under Section 38(1)(b) and (c) of the National Heritage Resources Act (NHRA). If a heritage object or site identified during Phase 1 of the Archaeological and Paleontological Study, a permit application for destruction or relocation will be required. Phase 2 of the Heritage and Palaeontological Study **will only proceed** if required by HWC. Therefore, costs for Phase 1 and Phase 2 must be quoted separately in the Financial Proposal. Should Phase 2 not proceed, funds may be reallocated to tasks with budget deficits, subject to **prior written approval** from the DWS.

**h) Competent Authority**

Under Section 24C(2)(d)(i) of NEMA and Section 43(1)(c)(i), the Department of Forestry, Fisheries and the Environment (DFFE) is the **Competent Authority (CA)** for all listed activities under GN R983, R984 and R985. Other competent authorities include, but are not limited to, the DWS for WULA applications, DMR for mineral licensing (borrow areas), and Heritage Western Cape for permits related to national heritage sites.

## 8. THE PROPOSAL

Bidders are required to submit, **at their own expense**, a comprehensive Proposal consisting of the following documents:

- **Standard Bidding Documents** as outlined in Section 8.4.
- **Technical Proposal** demonstrating the bidder's capacity to undertake all aspects of the EIA Study described in this ToR.
- **Financial Proposal** detailing the costs associated with performing the EIA Study.

The Technical and Financial Proposals must be submitted in **two separate envelopes**:

- **Two copies** of the Proposal must be submitted: one original and one copy. Each Proposal must include both the Technical and Financial Proposals.

Proposals must be detailed and comprehensive, as the management of the EIA Study aims to **avoid variation orders** as much as possible. Bids that fail to demonstrate a clear understanding of the scope of services and do not provide sufficient detail will receive low evaluation scores.

### 8.1 Technical Proposal

#### 8.1.1 Introduction

The introductory section should provide a concise overview of the bidding organization, highlighting its capacity to execute the EIA Study. This section should not exceed one A4 page and must focus on the specific skills and resources available for the project.

#### 8.1.2 Past Experience

The Bidder must demonstrate relevant experience in water resource development, water services, or similar projects conducted over the last 10 years. At least five projects must be cited, providing sufficient detail to explain their relevance to the Scope of Services described in this ToR. For each project, the following details must be included:

- Description of the project's scope, highlighting its relevance to this Study.
- Roles played by the proposed Study Leader and key team members (Task Leaders and Specialists).
- Contact details for the client organisation.
- Contract value and project duration.

This section must not exceed ten A4 pages in total.

#### 8.1.3 Approach and Methodology

This section must outline the bidder's proposed approach and methodology to perform the EIA Study. The approach should:

- Provide a brief description of how the bidder intends to undertake the Study, structured around the modular nature of the tasks as defined in **Section 6**.
- Include comments on the ToR, if any, to show the bidder's understanding of potential challenges, project timeframes, necessary resources, and systems to ensure timely completion of the Study.
- Highlight critical aspects of each task and ensure compliance with existing legislation.

If the bidder believes the ToR does not cover a particular aspect or identifies complications that may arise during the Study, this should be clearly explained in the Technical Proposal along with any additional scope that may be necessary.

A provisional Programme in **Gantt Chart format**, created in MS Project, must be attached. The Programme should illustrate phases, tasks, and sub-tasks, as well as critical milestones and the **Critical Path**.

This section, excluding diagrams and illustrations, should not exceed twenty A4 pages.

#### 8.1.4 Team Capability and Availability

The bidder must demonstrate that they will mobilise a team of highly skilled professionals with the expertise required to successfully complete the tasks outlined in this ToR. An **Organogram** should be provided, indicating the Study Leader (the EAP), Specialists, and key support staff.

For the Study Leader and Specialist, a Curriculum vitae (CV) not exceeding four A4 pages for each must be included in **designated appendix** (refer to **Section 6.6** for the required Specialists). Each CV must:

- Highlight the individual's role on the project.
- Emphasize recent relevant experience.
- Confirm the individual's availability throughout the Study duration.
- Be signed and dated to confirm consent and availability.

The availability of the key team members, including any potential limitations from other commitments, must be explicitly confirmed.

A **summary table** of key team members (see template below) should also be included for easy reference. This table should cross-reference the CVs in the appendix and serve as a checklist. CVs should be chronologically numbered, with the summary table duplicated as the first of the appendix.

The CVs for non-specialist (non-key) team members are not required, but their names must be included in the **Human Resource Schedule**, as detailed in Section 8.2.1 for the Financial Proposal.

The **Study Leader** and **Specialists** must be registered with the relevant professional bodies as outlined in **Table 6.2, Section 6.6** of the ToR. Proof of their qualifications and professional registration must be submitted with their respective CVs.

This section of the Technical Proposal is limited to **ten A4 pages**, excluding CVs. All CVs must be attached in a designated appendix, along with the necessary supporting documentation such as certificates of qualification and proof of professional registration.

Additionally, while bidders may provide **company profiles** and other **marketing materials** in a separate appendix, it should be noted that this information **WILL NOT** be considered during the evaluation of bids. Therefore, bidders are encouraged to keep such material to a minimum to avoid unnecessary bulk in their submission.

**Table 8.1: Checklist Template for Specialists**

STUDY	NAMES OF SPECIALISTS	CV NO.	QUALIFICATIONS	PROFESSIONAL BODY	EXPERIENCE (years)	PROOF OF QUAL. ATTACHED	PROOF OF REG. & CV ATTACHED
Study Leader (EAP)						YES/NO	YES/NO
Terrestrial Ecology and Botanical Study						YES/NO	YES/NO
Aquatic Ecology and Wetland Study						YES/NO	YES/NO
Freshwater Study						YES/NO	YES/NO
Heritage and Palaeontological Study						YES/NO	YES/NO
Social Impact Assessment						YES/NO	YES/NO
Agricultural Impact Assessment						YES/NO	YES/NO
Traffic and Access Roads Study						YES/NO	YES/NO
Electrical Network Study						YES/NO	YES/NO

## 8.2 Financial Proposal

### 8.2.1 Requirements for Financial Proposal

The **Financial Proposal** MUST be submitted as a **stand-alone document**, separate from the Technical Proposal. It must comprehensively outline the costs associated with completing the EIA Study.

Bidders must factor in **all foreseeable costs** and sub-tasks described in the Scope of Services. It is important to note that **no Provisional Sums** will be allocated, and the Tender Price must fully account for all costs. Requests to adjust the Contract Amount post-award will **ONLY** be considered **under exceptional circumstances** involving unforeseen additional scope, and only if such scope cannot be accommodated through reallocation of existing funds.

The Financial Proposal must include the following:

- **Breakdown of Deliverables and Associated Costs:** Costs must be based on resource and time allocation for tasks, sub-tasks, and disbursements (refer to **8.2.2**).
- **Value Added Tax:** VAT at 15% must be applied **ONCE** on the total estimated cost.
- **Escalation Rate for Professional Fees:** A percentage (%) per annum escalation rate must be indicated, applicable **ONLY** if a contract extension is necessary beyond the PSP's control. Escalation will apply **ONLY** to tasks still outstanding at the time of the extension. Any associated additional **disbursement costs** during the contract extension will need strong motivation for approval.
- **Cashflow Projection:** A cashflow for the entire contract duration based on the proposed Study Programme.
- **Human Resource Schedule:** The schedule must include **HDI status** for all team members. In compliance with Preferential Procurement Regulations, the total fees earned by HDI members must be expressed **as a percentage** of total professional fees.

### 8.2.2 Cost of Deliverables

Payments will be managed based on **deliverables completed**, not the number of hours worked. Bidders must provide a breakdown of deliverables and associated costs in their Financial Proposals to ensure smooth cashflow throughout the project (refer to **Chapter 9** for a guideline for deliverables).

Each deliverable cost must include the following:

- **Human and material resources** necessary to complete the deliverable.
- **Disbursements** and other expenses associated with completing the task.
- Costs for **Specialists** engaged for the EIA Study.

### 8.3 Administrative Compliance

Bidders must comply with the administrative requirements listed in **Table 8.2** below.

**Table 8.2: Administrative Criteria**

No	Criteria	Yes	No
1	Companies must be registered with the National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	Complete, sign, submit SBD 1, SBD 3.3, SBD 4, SBD 6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
7	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR		
8	Attendance of Non-compulsory virtual briefing session		

### 8.4 Evaluation System

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations (PPR's) 2022. In accordance with the PPR's 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

The evaluation will follow a **three-phase process** to identify the most suitable bidder for the EIA Study.

- Phase 1: Mandatory Requirements
- Phase 2: Functional/Technical Evaluation
- Phase 3: Price and Specific Goals (80/20 Preferential System).

#### 8.4.1 Phase 1: Mandatory Requirements

Compliance with the mandatory requirements is compulsory. **Failure to comply will result in disqualification.**

- The **Study Leader (EAP)** MUST be registered with the **Environmental Assessment Practitioners Association of South Africa (EAPASA)**. This registration must be valid at the time of bid submission (i.e. on the closing date). Proof of registration must accompany



the bid submission, and the Department reserves the right to verify credentials during the evaluation process.

#### 8.4.2 Phase 2: Functionality/Technical Evaluation

To proceed to **Phase 3**, bidders must achieve a minimum score of **70%** on the functionality assessment. Bids scoring below this threshold will be disqualified.

**Table 8.3** defines the points allocation system for functionality.

**Table 8.3: Points Allocation System**

POINTS VALUE	RATING
1	Very Poor
2	Poor
3	Average
4	Good
5	Excellent

**Table 8.4: Functionality Criteria**

FUNCTIONALITY / 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 related to water resource development, water services or similar projects over the past 10 years. A minimum of 5 projects is required. b) In the case of a joint venture (JV) or partnership the relevant experience of all companies should be provided. c) Past experience must be presented in table format under Past Experience section of the Technical Proposal and must not exceed five A4 pages. For each past project, a completion certificate or confirmation letter from the client must be attached and clearly referenced in the Proposal.		<b>25</b>
More than 5 projects in the past 10 years	5	
5 projects in the past 10 years	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	

FUNCTIONALITY / TECHNICAL CRITERIA	POINTS VALUE	WEIGHTING POINTS AWARDED
<b>Methodology:</b> The methodology presented by bidders is evaluated according to the following criteria: a) Detailed method statement is given for each task of the Study. b) Expected challenges associated with tasks are highlighted. c) Critical aspects of tasks are emphasised. d) Relevant legislations are indicated; and e) Detailed Study Programme is attached.		<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 (the EAP)</b> The Study Leader (EAP): a) Must be a holder of a BSc Honours degree in Environmental Science or related field and be registered with EAPASA. SACNASP registration is an added advantage. Proof of qualifications (copies) and professional registration (copies) 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. Study Leader's CV must be attached showing the scope of work undertaken, contract value and key elements of the projects. Proof of qualifications (copies) and professional registration (copies) must be attached.		<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 0 or 1 criterion	1	

FUNCTIONALITY / TECHNICAL CRITERIA	POINTS VALUE	WEIGHTING POINTS AWARDED
<p><b>Team Capability: Specialists</b></p> <p>The required <b>Specialist Studies</b> are: Terrestrial Ecology and Botanical Study, Aquatic Ecology and Wetland Study, Freshwater Study, Heritage and Palaeontological Study, Social Impact Study, Agricultural Impact Assessment, Traffic and Access Roads Study, and Electrical Network Study.</p> <p>a) 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 specialists must be attached.</p> <p>b) Specialists should have a minimum qualification of the degree specified in <b>Table 6.2, Section 6.6</b>. Proof of qualifications (copies) must be attached.</p> <p>c) Specialists should be registered with a relevant professional body specified in <b>Table 6.2</b>. Proof of professional registration (copies) must be attached.</p> <p>d)</p>		20
8 Specialists meet the above 3 criteria (a to c)	5	
7 Specialists meet the above 3 criteria	4	
6 Specialists meet the above 3 criteria	3	
5 Specialists meet the above 3 criteria	2	
4 or less Specialists meet the above 3 criteria	1	
<p><b>Capacity Building and Training (Skills Transfer):</b></p> <p>Provide clear proposals on capacity building and training which must include secondment of DWS officials and presentation of training workshops accredited with ECSA &amp; SACNASP for skills transfer. Proposed topics for the accredited workshops should be listed.</p>		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>

### 8.4.3 Phase 3: Price and Specific Goals (80/20 Preferential System)

#### Price

A maximum of **80 points** will be allocated for **price**, calculated as follows:

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

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 the lowest acceptable bid.

#### Specific Goals

An additional **20 points** are allocated based on **specific goals** outlined in **Table 8.5** below.

**Table 8.5: Preference Points System (Specific Goals)**

SPECIFIC GOALS	NUMBER OF ALLOCATED
Women	5
People with disability	5
Youth (35 years and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors (Levels 1 to 2 QSE/EME)	3
<b>Total Points for Specific Goals</b>	<b>20</b>

**Table 8.6: Documents Required for Verification of Points Allocation**

SPECIFIC GOALS CATEGORY	REQUIRED DOCUMENTS
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors (Level 1 to 2 QSE/EME)	Valid B-BBEE certificate or sworn affidavit, Consolidated B-BBEE certificate for Joint Ventures, Full CSD Report

#### Definition and Measurement of Specific Goals

##### 1. Women, Disability and Youth

These goals will be measured based on the percentage ownership of the bidding company that meets the respective criteria.

**Example:**

- Company A has **five shareholders**, each owning **20%** of the company.
- **Three** of these shareholders meet the criterion (i.e., women/disability/youth).
- Therefore, **60% ownership qualifies**, and the company will receive **60% of the allowable points** for each of the three goals.

## 2. Location of Enterprise

- An enterprise will receive **location points** if its offices are within the relevant province.
- If the project spans multiple provinces, the **bidder's office** will be recognized as having **multiple locations** in the relevant provinces, enabling the bidder to qualify for location-based points under the Preferential Procurement system.

## 3. B-BBEE Status Level Contributors

- Only **QSEs (Qualifying Small Enterprises)** and **EMEs (Exempted Micro Enterprises)** with B-BBEE levels 1 to 2 qualify for these points.
- Preference points are calculated based on the **percentage shareholding** of relevant individuals actively involved in and exercise control of the enterprise.

### Formula for Calculating Preference Points

The formula for allocating points for ownership-related specific goals is:

$$PC = M_{pa} \times \frac{P_{own}}{100}$$

*Where:*

$PC$  = Points awarded for a specific goal.

$M_{pa}$  = Maximum number of points awarded for ownership in a specific category.

$P_{own}$  = Percentage of equity ownership by the relevant individuals.

This system ensures fair and proportional allocation of points based on participation and ownership by women, youth, individuals with disabilities, and B-BBEE-compliant enterprises.

## 8.5 Specific Conditions

Bidders are required to observe the following specific conditions when submitting their proposals:

- **Quantity of Proposals:** Bidders must submit one (1) original Proposal and One (1) copy, both appropriately marked.
- **Separate Envelopes:** The Technical Proposal and Financial Proposal must be submitted separately in sealed envelopes to ensure independent evaluation.
- **Joint Ventures:** Bidders submitting a joint venture proposal must include a **formal agreement** between the participating parties. The agreement must clearly specify the percentage involvement of each firm within the joint venture.
- **DWS's Discretion on Bid Acceptance:** The Department of Water and Sanitation (DWS) reserves the right not to accept any bid for any reason it deems appropriate. Furthermore, the DWS retains the right to **cancel the appointment process entirely**, before a Service Level Agreement (Contract) is signed. If a decision is made not to proceed with the appointment, **official notification** will be issued to all participating bidders.

These conditions are binding, and non-compliance may render a proposal non-responsive.

## 9. GUIDELINE FOR DELIVERABLES

All deliverables, including reports, presentations, analyses, maps, letters, minutes and data, must be submitted in **Microsoft applications** and in **PDF format** where applicable. Text in all documents should be in **Arial 11 font** with **1.5 spacing**, unless otherwise specified or agreed upon.

Provision must also be made for the submission of deliverables in hard copy format. The format of reports must be confirmed with the DWS before the final version is submitted. Reports are typically submitted as First Draft, Draft Final and Final versions. In addition to five (5) electronic copies (on memory sticks), three (3) hard copies of each final **Study Report** and one (1) hard copy of each draft version must be submitted. Electronic copies should also be uploaded on the DWS website.

**Table 9-1** below provides a guideline for the deliverables required for this EIA Study. This list is not exhaustive and should be reviewed in conjunction with other sections of the Terms of Reference (ToR). Bidders are expected to examine the list and the relevant sections of the ToR to submit an updated, comprehensive list of expected deliverables in their **Technical Proposal**. The deliverables should be sufficient in number to allow the appointed PSP to submit invoices regularly to maintain the desired cashflow.

**Table 9.1: Guideline for Deliverables**

NO.	DESCRIPTION
A	<b>Work Plan</b> detailing the various tasks to be undertaken, including a detailed description of each task/sub-task/work package and the expected technical deliverables.
B	<b>Study Gantt Chart</b> ( <i>MS Project</i> ) showing the tasks, sub-tasks, and work packages with milestone dates (to be <b>updated regularly</b> ).
C	<b>Monthly Progress Reports</b> detailing completed work and expenditure to date, <b>Ad-hoc Reporting</b> to DWS ( <i>PowerPoint presentations and other reports</i> ), and a <b>Study Close-out Report</b> .
D	<b>Minutes</b> of Project Steering Committee (PSC) and Study Management Committee (SMC) meetings, public meetings, other meetings, and workshops, along with <b>Presentations</b> on study progress.
E	<b>Decisions Register</b> to record substantial decisions made to ensure the smooth execution of the Study.
F	<b>Record of Liaison</b> with role players and stakeholders.
G	<b>Scoping and EIA Process</b> – deliverables typically include: <ul style="list-style-type: none"> <li>• Inception Report</li> </ul>

NO.	DESCRIPTION
	<ul style="list-style-type: none"> <li>• Background Information Document</li> <li>• Scoping Report</li> <li>• Public Participation Report</li> <li>• Specialist Study Reports</li> <li>• Environmental Impact Report</li> <li>• Environmental Management Programme</li> <li>• Environmental Management Plan</li> <li>• Issues and Responses Report</li> <li>• Appeals Response Report</li> <li>• Summary Report (covering the entire Scoping and EIA Process, including impacts and mitigation measures)</li> <li>• Register of Interested and Affected Parties</li> <li>• Notifications to Interested and Affected Parties as required by relevant legislation</li> <li>• Newspaper advertisements as required by relevant legislations</li> </ul>
H	<b>WULA Technical Reports</b> (including <i>reports and forms</i> )



## 10. GENERAL INFORMATION

### 10.1 Client and Study Names

This Study shall be officially titled: *Environmental Impact Assessment for the Proposed Bulk Conveyance Infrastructure from the Raised Clanwilliam Dam*. This title must appear on all **Study Reports** unless a revised title is communicated by the Department of Water and Sanitation (DWS). For contractual purposes, the advertised **Bid Number** must be quoted in all official correspondence. The **DWS**, represented by the **Directorate: Water Resource Development Planning**, is the **Client** for this EIA Study.

### 10.2 Intellectual Property

The ownership of all **intellectual property** related to the deliverables produced in this Study shall be vested in the DWS. These deliverables include study reports, diagrams, maps, models, software, and both raw and processed data, whether in hard or electronic format. Once study documents are uploaded on the DWS website, they enter the public domain and can be accessed and used by interested members of the public, provided that **DWS ownership is acknowledged** in the prescribed format.

### 10.3 Invoice Submission

The **Financial Proposal** and invoices submitted for payment must establish a link between payments and deliverables. The DWS uses this structure to **monitor study progress** and budget drawdown by comparing invoices against approved deliverables. Invoice checking and approval are critical elements of the payment process. A guideline for deliverables is provided in **Table 9.1**.

The invoice format to be used must be cleared by the DWS at the beginning of contract. **A pro-forma invoice** should therefore be submitted to the DWS to ensure that it meets DWS requirements. A maximum of **one (1) invoice** may be submitted for payment in any given month during the Study, although submitting an invoice every month is not mandatory. Any deviation from this standard requires prior written approval by the DWS Project Manager. Furthermore, the first invoice may **ONLY** be submitted **after the Contract has been signed** by both Parties and an **Order Number** has been generated. This ensures compliance with the National Treasury policy, which requires payment of service provider invoices within a maximum period of 30 days. **Under no circumstances** should the PSP commence work before the contract is signed.

### 10.4 Further Clarification

A **NON-COMPULSORY online briefing session** will be held to clarify the tender process for prospective bidders. The **date for this session** will be communicated in bid documents. For further clarification of the Terms of Reference and administrative matters, bidders must submit formal enquiries electronically via email to the address provided in **Table 10.1** (Section 10.5) up

to 5 working days prior to the bid closing date. The Department will respond to all such queries in writing via email and will also upload the questions and responses onto the departmental website ([www.dws.gov.za](http://www.dws.gov.za)). Assistance with accessing the webpage will be available through the contact details provided in **Table 10.1** and other bid documents. While late enquiries may still be communicated telephonically after the deadline, they will not be responded to in writing.

## 10.5 Contact Persons

This Terms of Reference and the invitation to bid are administered by the **Directorate: Water Resource Development Planning**. The contact details for enquiries are provided in **Table 10.1** below.

**Table 10.1: Contact Details**

CONTACT PERSON	POSTAL ADDRESS	CONTACT INFORMATION
DR MENARD MUGUMO	Department of Water and Sanitation Private Bag X 313 PRETORIA 0001 (185 Francis Baard Street)	Tel: 012 336 6838 Cell: 082 804 5162 E-mail: mugumom@dws.gov.za

**NOTE:** Email correspondence regarding this Bid should be directed to the official listed in **Table 10.1** above and copied to any other contact details provided in the bid documents.