



TENDER NO: 2022/091

**Appointment of EAP and Specialists
to obtain environmental approvals for the
Proposed South Coast Phase 3 Pipeline Project**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
<p>Report unethical conduct at Umgeni Water on:</p> <p>Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za</p> <p><i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i></p>	<p>Persons aggrieved by tender award decisions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement.</p> <p>UW shall only consider written appeals/objections clearly stating reasons for appeal directed to:</p> <p>The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p>

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Tender Number : 2022/091

Tender Title: Appointment of EAP and Specialists to obtain environmental approvals for the Proposed South Coast Phase 3 Pipeline Project.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Umgeni Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of Umgeni Water is to supply treated water in bulk to its municipal customers.

Competent and experienced Service Providers are invited to Tender for the following:

In alignment with NEMA legislations, the EAP and Specialists will be required to undertake the necessary Environmental Impact Assessments for the South Coast Phase 3 Project for the Ugu District Area, to obtain environmental authorisations, permits, licences required before construction may commence.

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

EAP requirements: Honours Degree and SACNASP or EAPASA registration.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative.

Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price & Preference using the 80/20 Preference Point Scoring System in terms of PPPFA

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to nosipho.mkhize@umgeni.co.za

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to nosipho.mkhize@umgeni.co.za. Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 27 June 2022 to 11 July 2022

A non-refundable tender fee of R 200-00 payable by Electronic Fund Transfer is required before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: 2022/091 and Company Name.

**NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.
2 TENDERER TO FORWARD NOTIFICATION OF PAYMENT BY E-MAIL TO [Nosipho Mkhize] AT nosipho.mkhize@umgeni.co.za .**

NOTE: NO CASH PAYMENT WILL BE ACCEPTED WHEN ISSUING TENDER DOCUMENTS.

Queries relating to the issue of these documents shall be addressed to: Nosipho Mkhize, Tel No.: 033 341 1062, e-mail: nosipho.mkhize@umgeni.co.za

A compulsory clarification meeting with representatives of Umgeni Water will take place at Head Office Canteen, 310 Burger Street, PMB, 3201 on 13 July 2022 starting at 10:00.

The closing time for submission of Tenders is **12h00 on 28 July 2022**

Tenders are to be deposited in the Tender Box located outside the main entrance at **Umgeni Water, 310 Burger Street, Pietermaritzburg.**

Umgeni Water's Standard Conditions of Tender are available on Umgeni Water's website

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.

*The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,
Attention: Supply Chain Management
Email: appeals@umgeni.co.za*

Note that appeals not addressed to the abovementioned email will not be considered.

For any other Tender adverts, please visit this website.

Umgeni Water Reserves the Right to Award the Contract In Whole or In Part.

T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The conditions of tender are the Umgeni Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from Umgeni Water Supply Chain Management office or can be downloaded from the following web site:

https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

For purposes of this Contract the following Special Condition of Tender shall apply:

F.3.8 Test for responsiveness

Sub-Clause F.3.8.1 Add the following new sub-clause:

“d) Meets the minimum Functionality requirement stated in the Tender Data.”

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

Each member of the Employer's tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any.”

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is Umgeni Water
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: VOLUME 1 – Tendering Procedures and Returnable Documents Part T1: Tendering procedures Part T2: Returnable documents VOLUME 2 – Offer, Contract, Price and Scope of Work Part C1: Agreements and Contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information Part C5: Annexures
	F.1.4 Communication and Employer's agent

F.1.4	<p>The Employer's agent is :</p> <p><u>Tender Queries</u></p> <p>Name: [Nosipho Mkhize]</p> <p>Address: [310 Burger Street]</p> <p>Tel: [033 341 1062]</p> <p>E-mail: [nosipho.mkhize@umgenii.co.za]</p>
	F.2.1 Eligibility
F.2.1	<p>Umgeni Water will only consider submissions from tenderers who satisfy the following criteria:</p> <ul style="list-style-type: none"> a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative. c) The EAP will be required to hold a minimum qualification of an Honours Degree in Natural Science, Environmental Science, Environmental Engineering or Agricultural Engineering, and hold an EAPASA/SACNASP Registration. d) The specialist for Biodiversity/Ecology Assessments is required to hold a minimum qualification of an Honours Degree in Natural Science and hold a SACNASP Registration.
	F.2.7 Clarification meeting
F.2.7	<p>There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers shall be considered.
	F.2.13 Submitting a tender offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	<p>The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Identification details</p> <p>The identification details which must be stated in the tender offer outer package are:</p> <p>Tender Number</p> <p>Title of Tender</p> <p>Closing Date</p> <p>Closing Time</p> <p>Tenderer's Name</p> <p>Tenderer's Address</p>

	<p>Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued.</p> <p>The tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.</p>
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of tender offers is as stated in T.1.1 Tender Notice and Invitation to Tender.
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 days from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	Access shall be provided for the following inspections, tests and analysis:
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	<p>The Tenderer is required to submit with his tender</p> <ol style="list-style-type: none"> 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report 3) Proof of good standing in terms of the COID Act 4) Certificate of Independent Bid Determination 5) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 6) Company Registration Certificate 7) Registration Certificates of Professional bodies
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 [seventy] points
	F.3.11 Evaluation of tender offers

F.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2 (Functionalty, Price and Preference)</p> <p>The following preference point systems are applicable to all Tenders:</p>															
F.3.11.3	<p>1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.;</p>															
F.3.11.9	<p>The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:</p> <table><thead><tr><th></th><th>Returnable Schedule</th><th>Weighting %</th></tr></thead><tbody><tr><td>T2.2.08</td><td>Tenderer's Experience</td><td>10</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>70</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>10</td></tr><tr><td>T2.2.13</td><td>Preliminary Programme</td><td>10</td></tr></tbody></table> <p><u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u></p> <p>The score allocated by each Bid Evaluation Committee member for a tender shall be the sum of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.</p>		Returnable Schedule	Weighting %	T2.2.08	Tenderer's Experience	10	T2.2.10	Experience of Key Personnel	70	T2.2.12	Method Statement	10	T2.2.13	Preliminary Programme	10
	Returnable Schedule	Weighting %														
T2.2.08	Tenderer's Experience	10														
T2.2.10	Experience of Key Personnel	70														
T2.2.12	Method Statement	10														
T2.2.13	Preliminary Programme	10														
F.3.17 Provide copies of the contracts																
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one															
F3.18 Provide written reasons for actions taken																
F3.18	Refer to Section 39 of the Supply Chain Management Policy.															
F3.19	<p>Persons aggrieved by decisions or actions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media.</p> <p>The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za</p> <p>Note that appeals not addressed to the abovementioned email will not be considered.</p> <p>Umgeni Water's Standard Conditions of Tender and Conditions of Contract are available on Umgeni Water's website www.umgeni.co.za/sustainable_development/sud.asp</p> <p>Umgeni Water reserves the right to award the Contract in whole or in part.</p>															

T2: RETURNABLE DOCUMENTS

T2.9.

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.11
T2.2.2 Bidders Disclosure		T2.18
T2.2.3 Tax Compliance Status Letter Requirements		T2.21
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		T2.23
T2.2.5 Contract Participation Goals (CPG)		T2.24
T2.2.6 Tenderer's Experience		T2.28
T2.2.7 Key Personnel Assigned to the Work		T2.31
T2.2.8 Experience of Key Personnel		T2.32
T2.2.9 Proposed Organization and Staffing		T2.35
T2.2.10 Method Statement		T2.37
T2.2.11 Preliminary Programme		T2.39
T2.2.12 Registration Certificate / Agreement / ID Document		T2.41
T2.2.13 Amendments, Qualifications and Alternatives		T2.42
T2.2.14 Record of Addenda to Tender Documents		T2.44
T2.2.15 VAT Registration Certificate		T2.45
T2.2.16 Schedule of Proposed Sub-Consultants		T2.46
T2.2.17 Proof of Purchase of Tender Document		T2.47
T2.2.18 Letter of Good Standing in terms of COID Act		T2.48
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.49]
T2.2.20 Tenderer's Financial Standing		T2.56
T2.2.21 Tenderer's Health and Safety Declaration		T2.57
T2.2.22 Pro forma OHS Notification	N/A	T2.58
T2.2.23 Letter of Intent to provide Professional Indemnity		T2.60
T2.2.24 Registration Certificates		T2.61
T2.2.25 Central Supplier Database (CSD) Report		[T2.62]

T2: RETURNABLE DOCUMENTS

T2.10.

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20.....

Mr/Mrs (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

T2.11.

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

For information use only

T2: RETURNABLE DOCUMENTS

T2.12.

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	Residential Address	Signature
.....
.....
.....
.....

We, the partners in the business trading as

hereby authorize
to sign this Tender as well as any contract resulting from the Tender and any other documents and
correspondence in connection with this Tender and /or contract on behalf of

..... Signature Signature Signature
..... Date Date Date

T2: RETURNABLE DOCUMENTS

T2.13.

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

T2: RETURNABLE DOCUMENTS

T2.14.

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on 20.....

at

Mr/Ms, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on 20.....

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture)

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

In his/her capacity as:

Signed on behalf of (COMPANY NAME):
(PRINT NAME)

Signature Date:

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on20

Mr/Mrs ,
(whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this 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 interest¹ 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**

¹ 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:

.....
.....

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 consortium² 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 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.

² 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.

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

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 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 in the service of the state.

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

[Tax Compliance Status (TCS) Letter obtained from SARS to be inserted here]

For information use only

T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE VISIT

CERTIFICATE OF ATTENDANCE

TENDER No. []

This is to certify that

(Tenderer)

of (address)

.....

.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at

(location).....

..... on (date)

starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

The objective of Umgeni Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT, CPA and Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Service provider/s selected from Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database.

Tenderers (the main Service Provider irrespective of BBBEE classification) who are on Umgeni Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials
- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
 - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
 - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the Umgeni Water procurement process and shall be achieved through the following mechanisms:-

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:

T2: RETURNABLE DOCUMENTS

T2.24.

- CPG Partner/s are to be obtained from Umgeni Water's database of Service Providers specifically earmarked for CPG purposes.
- Umgeni Water reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to Umgeni Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 10% shall be due to Black Women participation and another 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main Service Provider **shall not** substitute any CPG Partner/s without the written approval of Umgeni Water.
- The working capital arrangements between the main Service Provider and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.

Invoicing and Payment

The monthly measurement and payment will be according to the following guideline:

- Submission of payment certificate by the Service Provider– by 25th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner.
- Payment to the Service Provider – on the last day of the following month;
- The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by Umgeni Water; and
- The submission from the Service Provider must include a schedule that clearly shows the following:
 - Total Contract Sum
 - Total amount payable to CPG Partner/s excluding current month
 - Amount payable to CPG Partner for current month
 - % split of Total amount payable to Main Service Provider and CPG Partner/s

Monitoring and Reporting on CPG

- Umgeni Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, Umgeni Water reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

Eligibility Criteria

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **35%** (including minimum 10% Black Women participation and another 10% for Local participation) according to the requirements mentioned above, will be deemed **ineligible**.

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

T2: RETURNABLE DOCUMENTS

T2.25.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMGENI WATER

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities. Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Umgeni Water.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

T2: RETURNABLE DOCUMENTS

T2.26.

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Umgeni Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of Umgeni Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Umgeni Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Umgeni Water for a period not exceeding ten (10) years.
7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Umgeni Water and the Bidder); and Umgeni Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.6 TENDERER'S EXPERIENCE | 10 |

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work. Before compiling the company's experience, the Tenderer shall familiarise himself with the evaluation criteria listed on **Page T2.28** and submit only projects relevant to the functionality score for assessment.

Tenderers should briefly summarize their company's experience (and that of any specialist sub-consultants, joint venture partners or consortium members) relevant to the scope of work.

The summary table below may be used. If a separate table is prepared, it shall be put in tabular form with the same headings.

T2.28.

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP	Value of appointment (Rands)	EA number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

T2.2.

Evidence: Submit Copy of Environmental Authorisation (EA). Any project listed in the above table without an EA submitted will not be considered

For information use only

T2: RETURNABLE DOCUMENTS

T2.1.

Scoring of the Tenderer's Company experience will be as follows: [10]

DESCRIPTION	MAX POSSIBLE SCORE
<p>Company experience as EAP for projects requiring Environmental Impact Assessments/ Basic Assessments – (Submit Copy of Environmental Authorisation):</p> <ul style="list-style-type: none">• 1 project – 20 points• 2 projects – 40 points• 3 projects – 50 points• 4 projects – 60 points• 5 projects – 70 points, <p>10 additional points for every project more than 5 projects to a maximum of 100 points</p>	100

T2: RETURNABLE DOCUMENTS

T2.2.

INSERT HERE

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK | 70 |

Insert in the table below the key personnel and their proposed function

Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant

Tenderers are advised to check the functionality requirements listed for key personnel in Section T2.2.10 to ensure the nominated key personnel are appropriately qualified and experienced. The key personnel that will be evaluated for functionality in terms of Section T2.2.10 are to be listed in the table below. Tenderers may list additional Key Personnel in the additional rows provided but these will not be scored for functionality.

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Environmental Assessment Practitioner (EAP)	
2.	EAP/Project Leader: for Water Use License Application.	
3.	Specialist for Biodiversity/Ecology Assessments	
4.		
5.		

T2.2.8 EXPERIENCE OF KEY PERSONNEL | 70 |

T2: RETURNABLE DOCUMENTS

T2.3.

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.9.

For the purpose of functionality evaluation, the Employer regards the experience of the following Key Personnel as critical to project success and these personnel will be scored for functionality. The scoring criteria are outlined in the table below.

- A. EAP: Environmental Impact Assessments/Basic Assessment**
- B. EAP/Project Leader: for Water Use License Application.**
- C. Specialist for Biodiversity/Ecology Assessments**

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc which is directly linked to the scope of work.

A CV (**not more than 3 pages**) in the required format below, shall be provided for each key person should be attached to this schedule. Note that Copies of Qualification and Professional Registration Certificates should be attached separately to Section T2.2.26

Each CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in Company
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that have a bearing on the scope of work for this tender **and the scoring criteria below**. The outline shall include start and finish dates of the assignments

T2: RETURNABLE DOCUMENTS

T2.4.

The scoring of the experience of Key Personnel shall be as follows: | 70 |

<p>The Key Personnel required below must supply information relating to projects undertaken to show experience. The information provided will be subject to verification.</p> <p>Experience of EAP in projects requiring Environmental Impact Assessments/Basic Assessments, Submit Copy of Environmental Authorisation.:</p> <ul style="list-style-type: none"> • 1 project – 10 points • 2 projects – 20 points, • 3 projects – 30 points, • 4 projects – 40 points, • 5 projects – 50 points, <p>A maximum of 50 points available.</p> <p>Experience of EAP/Project Leader in projects requiring Water Use Licence, Submit Copy of WUL:</p> <ul style="list-style-type: none"> • 1 project – 5 points • 2 projects – 10 points, • 3 projects – 15 points, <p>5 additional points for every project more than 3 projects to a maximum of 25 points.</p> <p>Experience as a Specialist undertaking Biodiversity/Ecology Assessments for Environmental Impact Assessments/Basic Assessments Projects. Submit proof as requested.</p> <ul style="list-style-type: none"> • 1 project – 5 points • 2 projects – 10 points, • 3 projects – 15 points, <p>5 additional points for every project more than 3 projects to a maximum of 25 points.</p>	<p> 100 </p>
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T2.1.

T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

Key Personnel	Name and Surname	Highest Qualification obtained	Professional Registration (include registration numbers)	Total number of projects/assessments completed as the Key Personnel
EAP –Environmental Impact Assessments/Basic Assessment				
EAP/Project Leader - for Water Use License application				
Specialist: Biodiversity/Ecology Assessments				

Attached proof of qualifications and Professional Registrations

T2.1.

Personnel: EAP experience in projects requiring **Environmental Impact Assessments/Basic Assessment**.

No	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP	Value appointment (Rands)	of	EA Number	Start and End Dates
1										
2										
3										
4										
5										
6										
7										
8										

Evidence: Submit Copy of Environmental Authorisation (EA). Any project listed in the above table without an EA submitted will not be considered.

T2.2.

Key Personnel: EAP /Project Leader experience in projects requiring **Water Use Licences**.

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP/Project Leader	Value appointment (Rands)	WUL Number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									

Evidence: Submit Copy of WUL. Any project listed in the above table without an WUL submitted will not be considered

T2.3.

Key Personnel: Biodiversity/Ecology Assessments in projects. Insert CV and Professional Registration

No.	Client Name/ Organisation	Contact Person	Tel. No.	Project Name	Description of key activities undertaken	Name of EAP	Value appointment (Rands)	EA Number	Start and End Dates
1									
2									
3									
4									
5									
6									
7									

Evidence: Submit copy of Declaration by Specialist. Any project listed in the above table without a declaration by specialist submitted will not be considered.

T2: RETURNABLE DOCUMENTS

T2.4.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING | N/A |

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

No submission (score 0)	No Organizational and Staffing proposal submitted.
Poor (score 40)	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

For information use only

T2: RETURNABLE DOCUMENTS

T2.6.

T2.2.10 METHOD STATEMENT | 10 |

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

(Provide a method statement to undertake an Environmental Impact Assessment, integrated WUL application, Specialist studies in particular coastal ecological assessments, as well as any other permit applications relevant to this project.)

The scoring of the approach paper will be as follows:

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 60)	The approach is tailored to address the project objectives and methodology. The quality plan and management of risk in the project plan is generic.
Good (score 80)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

For information use only

T2.2.11 PRELIMINARY PROGRAMME | 10 |

INSERT HERE

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The programme is to include the main / sub-components with associated key milestones and interdependencies. The table below may be used for this purpose but is insufficiently detailed to ensure a good functionality score. Alternatively a separate programme may be attached. It is preferred that a separate programme, prepared using project scheduling software is attached.

Submit a Preliminary Programme with the key activities/deliverables showing critical path and authority timeframes. Timeframes for specialist studies must be built into the programme. Potential risks to the project timeframes should be listed with possible solutions in a Summary to the Preliminary Programme).

The contract should note that the contract is required to be completed, commissioned and handed over to the Employer by the date specified in the contract data.

PROGRAMME												
Component / Sub-component	WEEKS / MONTHS											

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

Scoring of the preliminary programme will be as follows:

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and sub subcomponents and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

T2.2.12 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here.

INSERT HERE

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T2: RETURNABLE DOCUMENTS

T2.10.

T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. Umgeni Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

- [Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.
(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature Date

T2: RETURNABLE DOCUMENTS

T2.12.

T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from Umgeni Water or his representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM No	DATE	TITLE OR DETAILS

.....
Signature
(of person authorized to sign on behalf of the Tenderer)

.....
Date

T2.2.15 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

For information use only

T2: RETURNABLE DOCUMENTS

T2.14.

T2.2.16 SCHEDULE OF PROPOSED SUB-CONSULTANTS

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

We notify you that it is our intention to employ the following Sub-Consultants for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-Consultant	Nature and extent of work	Previous experience with Sub-Consultant
1.			
2.			
3.			
4.			
5.			

Signature Date

Name..... Position

Tenderer.....

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

For information use only

**T2.2.18 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

For information use only

T2.2.19 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to exceed/not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 90/10 system shall be applicable.

Note to compiler: Delete whatever is not applicable and delete this note.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
(Refer Clause 5.7)

1.3.1 The maximum points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80 /
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20 /
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Affidavit, Verification Certificate from a B-BBEE Verification Agency accredited by the South African National Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), issued prior to 01 January 2017 together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a 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 purchaser.

2. DEFINITIONS

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

T2: RETURNABLE DOCUMENTS

T2.18.

- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where:

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

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA, prior to 01 May 2015 or a B-BBEE Affidavit with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level Affidavit QSE (for entities whose turnover is between R10 million and R50 million, with 51% to 100% Black Ownership) verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (prior to 1 January 2017) or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate for consortiums or joint ventures and affidavit for trusts.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the Amended B-BBEE Codes of Good Practice, Gazette No. 38766.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA (prior to 01 January 2017) or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

- 8.1.1 If yes, indicate:

- i. what percentage of the contract will be subcontracted? %
- ii. the name of the sub-Supplier?
- iii. the B-BBEE status level of the sub-Supplier?
- iv. whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of organization:

- 9.2 VAT registration number:

- 9.3 Company Registration number:

- 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

- 9.6 COMPANY CLASSIFICATION

T2: RETURNABLE DOCUMENTS

T2.22.

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

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the Employer that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Employer 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) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....
SIGNATURE(S) OF TENDERER(S):

DATE:.....

ADDRESS:

.....

.....

WITNESSES:

1.
2.

For information use only

T2.2.19 .../continued B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Tenderers not submitting a **valid original or a certified copy** B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process.

For information use only

T2: RETURNABLE DOCUMENTS

T2.25.

T2.2.20 TENDERER'S FINANCIAL STANDING

In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

T2: RETURNABLE DOCUMENTS

T2.26.

T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act (OHSA) 85 of 1993 and specifically the Government Notice No.R84 of 7 February 2014 by Department of Labour comprising the Construction Regulations 2014 (hereafter referred to as "the Regulations"), the Professional Services Provider appointed in terms of this tender assumes the role of the "Designer" as defined by the Regulations.

The Regulations impose duties on the Designer with regard to the design of both permanent and temporary works contemplated in terms of the Scope of Work outlined in C3. To that effect a person duly authorized by the Tenderer shall complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the Construction Regulations, 2014 contained in Government Notice No. R 84.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to carry out the design work contemplated under this contract with due regard to the "Duties of Designer" outlined in Regulation 6 and to achieve compliance with the Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my Tender is accepted, to comply with the requirements of the Regulations as they apply to the Designer and also as they apply to any other duties that, by agreement, may be delegated to me by the Employer. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to comply with these requirements.
4. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Pricing Schedule (C2) to cover the cost of all resources, actions, training and all health and safety measures envisaged for the designer in the Regulations.
5. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the Contract Data (C1.2 Clause 3.12) for failure on my part to comply with the provisions of the Act and the Regulations.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the Regulations, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

NAME (Print)
(of person authorized to sign on behalf of the Tenderer)

T2.2.22 PRO FORMA OHS NOTIFICATION

NOT APPLICABLE TO THIS TENDER

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 1993, CONSTRUCTION REGULATIONS 2014**

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Supplier:

.....

- (b) Name of Supplier's contact person:

Telephone number:

2. Supplier's compensation registration number:

3. (a) Name and postal address of Purchaser:

- (b) Name of Purchaser's contact person or agent:

Telephone number:

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name of designer's contact person:

Telephone number:

5. Name of Supplier's construction supervisor on site appointed in terms of Regulation 6(1):

Telephone number:

6. Name/s of Supplier's sub-ordinate supervisors on site appointed in terms of regulation 6(2).

.....

7. Exact physical address of the construction site or site
office:

T2: RETURNABLE DOCUMENTS

T2.28.

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

12. Planned number of Sub-contractors on the construction site accountable to Supplier:

13. Name(s) of Sub-contractors already chosen:

.....

.....

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.2.23 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE

Requirements in respect of Public Liability and Professional Indemnity Insurance are stated in Contract Data Clause 5.4.1 on Page **C1.9** of Volume 2 of the tender document. |

INSERT HERE

For information use only

T2.2.24 REGISTRATION CERTIFICATES

[Insert required registration Certificates such as SACNASP, EAPASA, and the like here]

For information use only

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

For information use only



TENDER NO: 2022/091

TENDER TITLE:

Appointment of EAP and Specialists
to obtain environmental approvals for the
Proposed South Coast Phase 3 Pipeline Project

VOLUME 2 – Offer, Contract, Pricing, Scope of Work and Site Information

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer:

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C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **APPOINTMENT OF AN EAP AND SPECIALISTS TO OBTAIN ENVIRONMENTAL APPROVALS FOR THE PROPOSED SOUTH COAST PHASE 3 PIPELINE PROJECT**.

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

The Tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

..... Rand;

(in figures) R.....

The Tenderer confirms that he has read the Standard Professional Services Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) *(of persons authorized to sign the acceptance)*

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information
- C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: *(of person authorized to sign the acceptance)*

Name: *(of signatory in capitals)*

Capacity: *(of Signatory)*

Name of Employer: *(organization)* Umgeni Water

Address 310 Burger Street, Pietermaritzburg

Telephone number: 033 341 1111 **Fax number:**

AS WITNESS

Signature: **Name:** *(in capitals)*

Date:

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by Umgeni Water prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....
7. **Subject:**
Details:
.....

By the duly authorized representatives signing this Schedule of Deviations, Umgeni Water and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and Umgeni Water during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed

signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

Witness:

Signature:

Name:

Date:

FOR UMGENI WATER

Signature:

Name:

Capacity:

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

This services contract is based upon the Standard Professional Services Contract (July 2009) (third Edition of CIDB document 1014), published by the Construction Industry Development Board (see www.cidb.org.za).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Special Conditions of Contract

1. National Treasury Central Supplier Database

The successful Tenderer is required to provide proof of registration with the National Treasury Central Supplier Database (CSD) prior to the award of contract.

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment **will be** applicable

3. Progress Measurement and Payments

Progress measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a 'non-working' day, it shall take place on the last working day prior to the 20th.

Statements, invoices and back-up documentation together with a Payment Certificate shall be submitted to the Employer on or before the 25th of the month for payment not later than the last day of the month following the month in which same were submitted.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is Umgeni Water
3.4 and 4.3.2	<p>The authorized and designated representative of the Employer is: Name: Asha Ramjatan</p> <p>The address for receipt of communications is: Telephone: 033 341 1335 E-mail: asha.ramjatan@umgeni.co.za Address: Umgeni Water, 346 Burger Street, Pietermaritzburg, 3201</p>
	The Period of Performance is 24 months from the Commencement Date.
3.5	The location for the performance of the Project is Ugu District Municipality
3.9.2	The time based fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	<p>The Maximum Penalty Amount (MPA) shall be 7.5 % of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R 500</p>
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 rd Edition, CIDB document 1014). <u>This is applicable to this project.</u>
4.3.1(d)	<u>The Service Provider is required</u> to assist in the obtaining of approvals, licenses and permits (e.g. environmental authorisation and Water use license) from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	<p>The Service Provider is required to provide the following insurances:</p> <p>1. Public Liability Insurance Cover is: R 10 000 000.00 Ten million rand Period of cover: for the period of performance</p> <p>2. Professional Indemnity Insurance Cover is: 5 million rand Period of cover: For the period of performance</p>
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.

11.1	A Service Provider may subcontract any work for which he hasn't the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.
12.2 / 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators (Southern Africa).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by Association of Arbitrators (Southern Africa).
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of the value stipulated in clause 5.4.1 of the Contract Data
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.
	The additional conditions of contract are:
1	Delete the word of "Start" from "Start Date" and replace with "Commencement" and substitute the words "Contract Data" with "Form of Offer and Acceptance".

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data														
1	<p>The Service Provider is.</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>														
5.3	<p>The authorized and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Facsimile:</p>														
5.5 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties												
Name	Specific duties														

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Percentage Fee

- 1.1. **Definition of work required** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources, equipment, plant, machinery, disbursements and ancillary costs required to do the work.
- 1.2. **Definition of Percentage Fee** – on the basis of the Tenderer's assessment of the work required, the Tenderer is required to determine the total percentage (%) fee to achieve the scope of work based on the Capital Value of the work set down in Table 2 of C2.2.
- 1.3. **Equipment, plant, machinery, disbursements and ancillary costs** – the Tenderer is required to include within the % fee all equipment, plant, machinery, disbursements and ancillary costs required to do the work as there will be no additional payment for such expenses.
- 1.4. **Tender Amount** - the Tenderer is required to fill in the % fee and complete the pricing calculations set down in C2.2 Pricing Schedule Table 2, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
- 1.5. **Payment** – the Tenderer will be paid the proportion of the fee for each stage of the work, as set down in the Pricing Schedule C2.2 Table 1.
- 1.6. **Interim Monthly Payments** - interim monthly payments shall be made within each work stage, for work assessed to have been completed within the month.

C2.2 PRICING SCHEDULE

C2.1 Pricing instructions

2. Time Charge plus Disbursements

- 2.1. **Definition of resources** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources and level of expertise required.
- 2.2. **Definition of time charge rates** – the Tenderer is required to review the scope of work defined within C3 and to determine the time charge rates for each resource function required to achieve the scope of work.
- 2.3. **Time charge Schedule** – the Tenderer is required to fill in the time charge schedule and complete the pricing calculations set down in C2 Pricing Schedule, and carry forward the tender amount from the C2 Pricing Schedule to the Offer C1.1.
- 2.4. **Payment** – the Tenderer will be paid the amounts approved for the resources provided on a monthly basis together with payment for the approved disbursements. Disbursements will be paid in terms of the standard rates approved by Umgeni Water for disbursements.

(a) PRICE ADJUSTMENT CALCULATIONS

- (b) Prices must remain firm for a 12-month period and thereafter subject to annual, PPI escalation, on the anniversary of the contract.
- (c) Transport costs will be subject to change on a 6 monthly basis and in line with SEIFSA TABLE L.
- (d) A 30-day notice period prior to price increases is required.
- (e) The base date shall be the 1st of the month prior to the closing date.

(i) Product Price Adjustment Formula

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF

THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate tender price: (These indices must be obtained from SEIFSA using the latest publications.)

Index..... Index..... Index.....

Index..... Index..... Index.....

4. FURNISH A BREAKDOWN OF PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

At the time of the price increase request, the contractor must provide all audited supporting documents.

C2.2 PRICING SCHEDULE

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
SECTION 1: PROJECT INCEPTION					
1.1	Authority liaison and communication with Umgeni Water Liaison with specialists, engineers and relevant stakeholders <i>(make provision for minimum of 16 hours)</i>	Sum	1	-	R
1.2	Inception meeting to confirm project scope, programme, information requirements, project schedule, environmental legal requirements etc.	Sum	1	-	R
1.3	Site inspection of all infrastructure footprints (for alternatives as per scope)	Sum	1	-	R
1.4	Preparation of a screening report with recommendations for the preferred route - <i>Report should be aligned with DEA requirements. (allow minimum of 3 days to cover e.g. site visit, DFFE tool and report, SANBI checks, applicable bylaws and legislation, etc. for full screening report)</i>	Sum	1	-	R
1.5	Submission and Approval of screening report	Sum	1	-	R
Sub Total 1 – Project inception carried to summary page				R	
SECTION 2: EIA PROCESS					
2.1	Pre-application meeting with competent authority, Department Environmental Affairs (DEA), project registration and presentation of the screening report, confirmation of specialist studies to be undertaken. <i>(make provision for minimum of 16 hours)</i>	Sum	1	-	R
2.2	Draft Scoping Report for review by Umgeni Water and submit to authority <i>(allow 3days)</i>	Sum	1	-	R
2.3	Updated Scoping Report with comments and submit to authority	Sum	1	-	R
2.4	Draft BAR/EIR Report prepared and comments obtained from Interested and Affected Parties (I&APs) <i>(allow 5days)</i>	Sum	1	-	R
2.5	Consolidated Risk Matrix for all specialist studies (draft and final) <i>(allow 3days)</i>	Sum	1	-	R
2.6	Update BAR/EIR Report with comments and submit to DEA	Sum	1	-	R
2.7	Draft construction phase, operational phase and maintenance phase EMP's	Sum	1	-	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
	updated with comments obtained from Umgeni Water, DEA and I&APs (allow 5days)				
2.8	EMP's (construction phase, operational phase and decommissioning phase) updated with comments and submitted to DEA for approval	Sum	1	-	R
2.9	Attend monthly progress meetings (virtual and/or physical) to provide technical support (make provision for 24 meetings)	No.	24	R	R
2.10	Attend quarterly project progress meetings with the Project Steering Committee (make provision for 10 meetings)	No.	10	R	R
2.11	Attend EPCM: Gate Reviews (make provision for 24 meetings -pre-meetings, meetings (virtual and/or physical) and post meetings)	No.	24	R	R
2.12	Monthly Progress Reporting (24 monthly reports – reporting progress against project schedule and timeframes, potential risks to project identified and mitigation measures proposed)	No.	24	R	R
2.13	Adhoc site visits (make provision for 5 site visits and reports)	No.	5	R	R
2.14	EMP updated with conditions of the Environmental Authorisation	Sum	1	-	R
	Sub Total 2 - EIA Process carried to summary page			R	
SECTION 3: PUBLIC PARTICIPATION					
3.1	Landowner title deed search and database establishment (180 land owners).	Sum	1	-	R
3.2	Preparation of the Background information document	Sum	1	-	R
3.3	Landowner consultation/consent forms signed (180 land owners)	Sum	1	-	R
3.4	Notice provided to all potential I&APs (Fixing notice boards, giving written notice to occupiers of the affected land parcels, placing advertisements across various media platforms, using reasonable alternative methods, local radio stations in a local language)	Sum	1	-	R
3.5	Public meetings / open days (make provision for 6 meetings) adhering to COVID19 Public Gatherings Protocol	No.	6	R	R
3.6	Comments and response register (draft and final) (180 land owners)	Sum	1	-	R
3.7	Consultation with regulatory authorities (DEA, DWS, DAFF, AMAFA/SAHARA, eKZN-Wildlife, DMR, Ingonyama Trust, Department of land affairs and other). Make provision to have at least 2	No.	24	R	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
	meetings and 1 site visit for each authority.				
3.8	Consultation with affected service providers (Eskom, Telkom, DoT, Transnet, Local and District Municipalities, traditional authorities, 15 wards, etc.), make provision to have 2 meetings and 1 site visit for each service provider/authority.	No.	45	R	R
3.9	Risk assessment for Public participation	Sum	1	-	R
3.10	Advertising and distribution of the Draft and Final EIR for comment (budget for 10 hard copies, soft copies on USB)	Sum	1	-	R
3.11	Environmental Authorisation advertised and distributed to all IAPs and appeals managed. Budget for at least 2 appeals.	Sum	1	-	R
3.12	Adhoc site visits (make provision for 10 site visits)	No.	10	R	R
3.13	Compilation, Submission and Approval of Public Participation Report	Sum	1	-	R
	Sub Total 3 – Public Participation Process carried to summary page			R	
SECTION 4: SPECIALIST STUDIES					
4.1	Agricultural Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	-	R
4.2	Landscape / Visual Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.3	Archaeological and Cultural Heritage Impact Assessment (<i>with risk assessment matrix</i>) (to include relocation plans/processes and permits) and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	-	R
4.4	Palaeontology Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	-	R
4.5	Terrestrial Biodiversity Impact Assessment (<i>with risk assessment matrix</i>). Peer reviewed. This will be based on a 500m radial buffer of the project footprint and submission of approved report. This will include a rehabilitation	Sum	1	-	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
	plan, translocation plan and BoQ for this specialisation.				
4.6	Aquatic Biodiversity Impact Assessment (<i>with risk assessment matrix</i>). (in relation to WULA) and submission of approved Peer Reviewed report. This will be based on a 500m radial buffer of the project footprint. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	-	R
4.7	Wetland Assessment Study (<i>with risk assessment matrix</i>) in relation to WULA and submission of approved Peer Reviewed report. Two reports will be required (DWS and DFFE) This will be based on a 500m radial buffer of the project footprint. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation. (at least 59 known wetlands)	Sum	1	-	R
4.8	Estuary Impact Assessments with risk matrix as required by DWS (some affected rivers - Lovu, uMgababa, Mhomazi, Mpambanyoni, Fafa, Mtwalume, Mzimayi and Mzinto Rivers)	No.	10	R	R
4.9	Hydrological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.10	Geohydrological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.11	Socio – Economic Assessment (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.12	Hydropedological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.13	Soil Assessment Study (<i>with risk assessment matrix</i>) and submission of approved report. Samples taken and submitted to the lab.	No	10	R	R
4.14	Allow for the Provisional Sum for Lab analysis of soil samples	Item	1	R200 000	R200 000
4.15	Profit and attendance on item above	Item	1	10%	R 20 000
4.16	Noise Impact Assessment Study (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.17	Traffic Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	-	R
4.18	Review of specialist studies externally (<i>Proof and comments must be made</i>)	Sum	1	-	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
	available to Umgeni Water) and submission of approved report.				
4.19	Budgetary allowance for any other specialist studies and submission of approved reports when required. (required by the Authority/EAP/Specialists).	Item	1	R200 000	R200 000
4.20	Profit and attendance on item above	Item	1	10%	R 20 000
	Sub Total 4 – Specialist Studies carried to summary page			R	
5	SECTION 5: REHABILITATION PLAN AND REHABILITATION BOQ				
5.1	Site inspection and Project ground-truthing	Sum	1	-	R
5.2	Assessment and conducting of other relevant specialist studies including biodiversity, wetland, aquatic, heritage, other (as stated in section 4 above), for inclusion in the rehabilitation plan and BOQ that will be included in a tender document.	Sum	1	-	R
5.3	Surveying, Identification and GPS location of trees/plants that need to be removed within the proposed construction working area. (all trees to be removed must be marked with "paint marker")	Sum	1	-	R
5.4	Compile a detailed rehabilitation plan (based on engineering long sections/Pi numbers) for the proposed construction working area (considering various slopes and slope requirements).	Sum	1	-	R
5.5	Prepare a scope of work (including Pi numbers) and an itemized bill of environmental quantities with cost estimate for inclusion in the construction tender as per relevant guidelines	Sum	1	-	R
	Sub Total 5 - Rehabilitation Plan and Rehabilitation BoQ carried to summary page			R	
	SECTION 6: INTEGRATED WATER USE LICENCE APPLICATIONS (IWULA)				
6.1	Pre-application meeting with DWS, liaison with DWS until Water Use License has been obtained	Sum	1	-	R
6.2	Project management: - Liaison with specialist consultants, Umgeni Water Project Team etc. - Data collection and collation for submission to DWS	Sum	1	-	R
6.3	Public Participation in relation to WULA	Sum	1	-	R
6.4	Draft management and rehabilitation plan for water courses, rivers, streams, etc. (Peer reviewed) submitted to DWS for comments	Sum	1	-	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
6.5	Management and rehabilitation plan for water courses, rivers, streams, etc. updated with comments	Sum	1	-	R
6.6	Monitoring Programme (Peer Reviewed) prepared and submitted for approval	Sum	1	-	R
6.7	Storm Water Management Plan (Peer Reviewed) prepared and submitted for approval	Sum	1	-	R
6.8	Section 27 motivation for the water use licence application	Sum	1	-	R
6.9	Integrated Water and Waste Management Plan (IWWMP) (<i>summarising specialist reports; including mitigation measures; addressing the waste management framework; extending to socio-economic aspects; risk assessments; and recommended monitoring and control measures</i>) must be prepared and approved by DWS	Sum	1	-	R
6.10	Licence Application Forms completed	Sum	1	-	R
6.11	Landowner consent forms (DWS forms for each land parcel) completed (for 20 land owners and 3 communities). This should include landowner consent from Ingonyama Trust.	Sum	1	-	R
6.12	Table with list of water courses/wetlands, rivers, streams, seeps etc. This should include, inter alia, co-ordinates, Property Description, Name of water resource and watercourse, Quaternary Catchment Dimensions of the pipeline, Distance from the Wetland to the construction activity, etc.	Sum	1	-	R
6.13	Maps of all water courses in 6.12 and shapefiles	Sum	1	-	R
6.14	Adhoc site visits and report	No.	8	R	R
Sub Total 6 – INTEGRATED WATER USE LICENCE APPLICATIONS (IWULA) carried to summary page				R	
SECTION 7: Project Management and Mentorship of CPG partner					
7.1	Project Management Plans and Mentorship Plans (<i>this will be discussed and agreed for all components of the project</i>).	Sum	1	-	R
7.2	Mentoring of CPG against agreed deliverables as per plan discussed (Item 7.1)	Sum	1	-	R
7.3	Project Management (for all components of the project as EAP)	Sum	1	-	R
7.4	Monthly progress meetings	No.	15	R	R
7.5	Admin for Invoicing with supporting documentation and CPG trail. (This must	Sum	1	-	R

Item No.	Description	Unit	Quantity	Rate	AMOUNT (R)
	include monthly reconciliation in an excel spreadsheet).				
7.6	Review off all deliverables from CPG partner (with proof of track changes).	Sum	1	-	R
7.7	Report/Assessment of competency of CPG partner based on mentorship plan.	Sum	1	-	R
7.8	Authority Fees (DWS, AMAFA, other)	Sum	1	-	R
	Sub Total 7 – Management and Mentorship of CPG partner			R	

Note 1: Cost must be considered in line with the payment clauses in the Scope of Work.

Note 2: Amounts must include disbursements, admin, etc.

Note 3: For purposes of quoting consider 85km of pipeline to be assessed to include route and alternatives

Note 4: Route assessments/specialist studies must be based on a hundred metre (100m) corridor except for studies required for the WUL application, which must be based on a five hundred metre (500m) radial buffer/area around the project footprint.

Note 5: The rehabilitation plan and BoQ should be done preferably by the Biodiversity, Wetland or Aquatic Specialist that undertook the specialist study for this project.

Note 6: All reports must be prepared as required by each relevant authority (e.g. DWS, DEA, AMAFA/SAHARA etc.). The cost of these reports must include cost of maps and shapefiles used for map preparation, which will be provided to the client with each report.

Note 7: Consider about 3 weeks for each draft specialist report (for site assessments and report preparation).

Note 8: WUL application will be required for all wetlands river and streams within 500m of the project footprint. At least 59 wetlands are known however the entire footprint with radial buffer of 500m, as required by DWS, will need to be assessed.

Note 9: Escalation will be paid only on request. This must be calculated using the relevant CPI at the time and the price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3rd Edition, CIDB document 1014).

Table 2. Summary of Work Stages

1. Subtotal 1 for Project Inception	R
2. Subtotal 2 for EIA Process	R
3. Subtotal 3 for Public Participation	R
4. Subtotal 4 for Specialist Studies	R
5. Subtotal 5 for Rehabilitation Plan And Rehabilitation BoQ	R
6. Subtotal 6 for Integrated Water Use Licence Application (IWULA)	R
7. Subtotal 7 for Management and Mentorship of CPG partner	R
A - Total for all Items (1 to 7) excluding VAT	R
B – ADD: Escalation @ 10% of A (to be paid at the relevant CPI at the time)	R
C – Sub-total (A+B)	R
D – ADD: Contingencies @ 10% of C	R
E - Total (C+D) Capital Value of Work Carried to Table 3 and 4	R
F - ADD: VAT @ 15%	R
G – TOTAL CARRIED FORWARD TO OFFER C1.1 AND TO PAGE II SUMMARY FOR TENDER OPENING PURPOSES	R

Additional hourly Rates for Project Personnel to be used by UW Scientist as/when Required:

Table 5: Hourly Rates project per personnel

Item No.	Designation	Unit	Hourly Rate
1.	EAP	Per Hour	
2.	EAP Admin	Per Hour	
3.	EAP/Project Leader for Water Use Licence application	Per Hour	
4.	EAP for Waste Management License / Approvals	Per Hour	
5.	Specialist – Archaeological/Heritage Impact Assessment	Per Hour	
6.	Specialist - Palaeontologist	Per Hour	
7.	Specialist – Biodiversity/ Ecological Assessments (terrestrial)	Per Hour	
8.	Specialist – Wetlands Assessments	Per Hour	
9.	Specialist – Estuary Impact Assessment	Per Hour	
10.	Specialist – Aquatic Impact Assessment	Per Hour	
11.	Specialist – Rehabilitation Plans	Per Hour	
12.	Specialist – Socio-Economic Assessments and Public Participation	Per Hour	
13.	Specialist – Agricultural Impact Assessment	Per Hour	
14.	Specialist – Landscape/Visual impact Assessment	Per Hour	
15.	Specialist - Hydrological Study (in relation to WULA)	Per Hour	
16.	Specialist - Geohydrological Study (in relation to WULA)	Per Hour	
17.	Specialist - Hydropedological Study (in relation to WULA)	Per Hour	

SCOPE OF WORK
C3.1

PART C3: SCOPE OF WORK

1. Employer's objectives

[Procurement of an Environmental Assessment Practitioner (EAP) and Specialists to undertake the Environmental Impact Assessment (EIA) and obtain an Environmental Authorisation (EA), WUL, other permits as prerequisites for the construction of South Coast Phase 3 project, as required by NEMA.]

2. Description of the services

In compliance with the National Environmental Management Act ((NEMA No. 107 of 1998) and the National Water Act, an EAP is required to undertake an Environmental Impact Assessment (EIA) studies for the proposed Ugu District Bulk Water Project. The appointed EAP and specialists will be required to undertake the necessary processes and studies, as required in the EIA Regulations, to obtain an Environmental Authorisation before construction commences. In addition, the EAP will be required to align with other environmental legislation to obtain permits and licences triggered by the proposed project including WUL and Waste Licences.

3. Extent of the services

[In alignment with the requirements of the National Environmental Management Act:

- The appointed EAP will be required to screen the project and confirm the magnitude and extent of the environmental assessment to be undertaken. In consultation with the authority the scope of the project with respect to specialist environmental studies required to be undertaken, will be confirmed.
- The EAP will undertake an Environmental Impact assessment/Basic Assessment for the preferred site and alternatives prepare the relevant report (EIR/BAR) and obtain Authority Approval.
- Specialist studies - with be undertaken within a 100 metre corridor except for the specialist studies required for the WUL application where 500m radial buffer will need to be considered.
- A public Participation Practitioner will undertake landowner consultation and public participation to elicit comments from all interested and affected parties. A public participation report including comments and response will be prepared and a database of all the I&AP's will be compiled. All records of the public participation process and activities will be compiled and documented in the public participation report.
- A Heritage Impact Specialist will undertake a Heritage Impact Assessment (HIA) and prepare a HIA report that, *inter alia*, pays special attention to the graves within the proposed site and the surroundings. All graves will need to be identified within the 100m corridor to include the construction working area. A map showing the location and the age of the graves will be prepared. AMAFA approval of the HIA report and grave relocation plan (if necessary) will be prepared. Phase one and phase 2 heritage impact assessments will be undertaken if required.
- A biodiversity/ecological study will be undertaken and a specialist report prepared detailing the present ecological status of the project area (for 100m corridor of the routes), as well as a risk matrix. The relocation and rehabilitation plans will be prepared and comments obtained from EKZN Wildlife and DAFF. This report will include all streams and wetlands within a 500m radius of the project footprint, not documented on the spatial maps. GPS location of these will be required.
- Wetlands/water courses will be assessed within 500m radius of the affected area and present ecological status and risk assessed. A risk matrix will be prepared as per DWS requirements.
- Permits & Licences: A Water Use License application will be compiled and a licence obtained. Other permits and licences relevant to the project will be applied for and obtained (e.g. from DAF and eKZN wildlife).
- Once the Environmental Authorization is obtained, the EAP will be required to advertise the EA, manage appeals, and update the EMP from the authority.

SCOPE OF WORK
C3.2

- Based on the rehabilitation plan, rehabilitation Bill of Quantities of the approved location must be prepared for use in the construction phase tender document.
- Site visits will be undertaken as required for the project and this will include sites visits requested by the various regulatory authorities (DEA, DWS, DAFF, EKZN Wildlife, AMAFA, etc.).

4. **Use of reasonable skill and care**

All affected parties, especially landowners or PTO holders, should be consulted and approval sought before entering private properties

5. **Co-operation with other services providers**

Identify other service providers on the project and establish how interactions are to take place.

6. **Brief**

Umgenei Water serves to provide bulk potable water to municipalities in its designated operation area in KZN of approximately 21 155 square kilometres, the Ugu District Municipality region included. In service to the Ugu DM the South Coast Pipeline Phase 3 Project was developed. This Project aims to transport water from Umdoni/Pennington to the town of Hibberdene (approximately 26 km of a pipeline with DN about 900). This project will be divided into two phases Phase 3A and Phase 3B, where the midpoint would be at Elysium Reservoir i.e. the midway point between the Umdoni and Catalina Reservoir take offs. In addition, the project comprises the augmentation of the existing SCP1 and SCP2a pipelines which will be approximately 14 and 5km respectively with a pipeline DN between 800 to 900DN.

The EAP will be required to undertake the necessary assessments and specialist studies to obtain the Environmental authorisation, WULs, other permits and licences that will be required for construction to proceed.

Work Components to be undertaken	Major Activities	Key Deliverables
Authority liaison and NEMA/legislation process alignment	Meetings held and minutes taken. Authority forms filled and compiled (Pre-application, application, post application consultation, post EA consultation etc.).	Minutes of meetings. Application forms filled and compiled. Authority acknowledgement of form submitted.
Environmental Screening	Environmental Screening undertaken using the Authority's tool. Establish what specialist studies are required to be undertaken as part of BAR or EIR.	Environmental Screening Report Approval letter from the Authority
Specialist studies	Conduct all necessary specialist studies and processes required (this must include a risk assessment matrix). Application for permits/licences. Prepare maps with location of "sensitive issue".	Peer reviewed specialist reports compiled and updated. Permits/licences application form completed and permits/licences obtained. Maps and Shapefiles submitted.
Public participation	Landowner title deed search and database establishment. Preparation of the Background information document. Landowner consultation/consent forms signed. Notice provided to all potential I&APs (Fixing notice boards, giving written	Public Participation report compiled (to include records of all activities undertaken, notices, minutes, newspaper advertisements, comments and response register, database of I&APs, landowner consent, etc.)

SCOPE OF WORK
C3.3

Work Components to be undertaken	Major Activities	Key Deliverables
	<p>notice to occupiers of the affected land parcels, placing advertisements, using reasonable alternative methods, local radio stations in a local language)</p> <p>Public meetings / open days.</p> <p>Comments and response register.</p> <p>Consultation with regulatory authorities.</p> <p>Consultation with affected service providers.</p> <p>Risk assessment for Public participation</p> <p>Advertising and distribution of the Draft and Final EIR for comment.</p> <p>Environmental Authorisation advertised and distributed to all IAPs and appeals managed.</p>	
EMP	Develop Environmental management plan, programme for the construction phase, maintenance phase as well as Operational phases	EMPs prepared and approved by DEA
Rehabilitation Plan	Develop a rehabilitation plan and prepare a BoQ	Rehabilitation plan & BoQ compiled and approved.
EIR/BAR	<p>Prepare draft BAR/ (Scoping & EIR etc. and obtain comments from I&APs).</p> <p>Finalise BAR/ (scoping & EIR) etc. and submit to authority.</p> <p>The EIR/BAR will include a risk assessment for all specialist studies.</p>	<p>Risk Based EIR/BAR updated with comments from all I&APs, stakeholders and authorities</p> <p>BAR/EIR etc. finalised.</p>
Permits and licences	Undertaken risk-based environmental assessments and submit permit/licence applications to the relevant authorities.	Obtain permits and licences including WUL (section 21 c, i,)
Environmental Authorisation	Advertise the Environmental Authorisation and manage appeals.	<p>Original environmental authorization obtained for the client.</p> <p>Advertisements.</p> <p>Appeal decision/s obtained.</p>
Management and Mentorship of CPG Partner		
Project Management/ mentorship of CPG partner	<p>Mentorship activities discussed and agreed.</p> <p>Monthly Meetings.</p> <p>Admin and invoicing.</p> <p>Activities as agreed with CPG partner</p>	<p>Mentorship Plan.</p> <p>Progress meeting Minutes.</p> <p>Invoices with supporting documents submitted, with proof of payment of CPG partner and subcontractors.</p> <p>All deliverables from CPG partner reviewed with track changes for quality management.</p>

SCOPE OF WORK
C3.4

SPECIALIST STUDIES

As per NEMA requirements, the specialist studies must be aligned with all environmental legislation to include, but not be limited to:

- Details of specialist and declaration of independence;
- Scope and purpose of report;
- Date and season of investigation;
- Methodology adopted in preparing the report or carrying out the specialized process;
- Specific identified sensitivity of the site related to the activity;
- Areas to be avoided and buffer areas;
- Maps indicating location of environmental sensitive areas and buffer areas.
- Tables with location of sensitive areas and co-ordinates and other relevant project information (Pi numbers, land parcel info, etc.);
- Description of assumptions made and uncertainties or gaps in knowledge;
- Description of the findings and potential implications of such findings; Mitigation measures for inclusion in the EMPr;
- Any conditions for inclusion in the environmental authorisation; Any monitoring requirements for inclusion in the EMPr or environmental authorisation;
- A reasoned opinion as to whether the proposed activity or portions thereof should be authorised;
- Description of any consultation process that was undertaken during the course of preparing the specialist report (summary & copies of comments);
- Any other information requested by the CA.
- Risk Assessment Matrix.
- Rehabilitation and BoQ are directly related to terrestrial and aquatic biodiversity and should preferably be undertaken by one of the specialists that did a specialist assessment on this project.

WUL REQUIREMENTS

The environmental consultant will need to provide and/or collate the following documents for the application for the WUL. While the list below has been provided the authority could have other additional requirements that will need to be aligned with.

Technical and Administrative Requirements
Integrated Water and Waste Management Plan *
Certified copy of the Applicant's Identity Document (listed as the Signatory Contact on eWULAAS), which is not older than three months at the time of submission.
Company Registration Certificate of the Water User.
Title Deeds of Properties Where Water Uses Occur (WinDeed Report / Original Title Deed)
Property Zoning Certificate
Clearance letter from the Department of Rural Development and Land Reform
Proof of BBEEE Status
Licence Application Forms signed by the Applicant (listed as the Signatory Contact on eWULAAS).
Topographic map
Master Layout Plan
Alternatives Report *
Environmental Authorisation
Environmental Management Programme *
Wetland and Hydrogeological Assessment *
Geotechnical Assessment *
Water Use Licence Application Summary Report
Aquatic Assessment *

SCOPE OF WORK
C3.5

Geohydrological Assessment *
Hydrological Assessment *
Water Balance *
Method Statement *
Stormwater Management Plan *
Civil Design Report *
Monitoring programme (surface and groundwater, and biomonitoring), including environmental audit (for existing facilities) *
Contingency Plans *
Public Participation Report *
Financial Provision Letter
Application for Exemption from GN704 (if applicable)
Mining Permit, Prospecting Right, Signed Social and Labour Plan
Service Level Agreements

* This report must be signed by the relevant author and reviewer; may not be older than five years at the time of submission; and may not be a draft report.

REPORT REQUIREMENTS FOR WUL

1. Aquatic Assessment <ul style="list-style-type: none"> The assessment must be completed during both the wet and dry seasons. The assessment must include nocturnal surveys. The initial desktop assessment must discuss the project site and rivers, streams and drainage lines within the regulated area (i.e. within 100m of the river, stream or drainage line, within the 1: 100 floodline or the river or stream and within the riparian area, whichever is the greatest distance). These must be depicted on a map. All rivers, streams and drainage lines which may be impacted upon by the water uses (regardless of the level of impact) must be described as hydrogeomorphic units, and the Present Ecological State and Environmental Importance and Sensitivity thereof must be provided. These must be depicted separately, along with contours and flow direction in relation to the proposed development. The rivers, streams and drainage lines which will not be impacted upon must be greyed out in this image and the reason for this must be provided. The full Risk Assessment Matrix must be provided, as completed by a professionally registered aquatic specialist (provide their registration number). Provide a Water Uses Table for only the Section 21(c) and (i) water uses relating to rivers, streams and drainage lines, in the following format: <table border="1"> <thead> <tr> <th>Water use(s)</th> <th>Purpose</th> <th>Dimensions (length, width and height) of the structure in metres</th> <th>Property Description as per Title Deeds</th> <th>Start and end co-ordinates of the structure</th> <th>Property Owner</th> </tr> </thead> <tbody> <tr> <td colspan="6">Section 21(c) and (i)</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Provide an Impacts and Mitigation Measures Table for the Section 21(c) and (i) water uses relating to rivers, streams and drainage lines, in the following format: <table border="1"> <thead> <tr> <th>Water Use</th> <th>Activity</th> <th>Construction</th> <th>Operation</th> </tr> </thead> <tbody> <tr> <td colspan="4"> </td> </tr> </tbody> </table>						Water use(s)	Purpose	Dimensions (length, width and height) of the structure in metres	Property Description as per Title Deeds	Start and end co-ordinates of the structure	Property Owner	Section 21(c) and (i)						Water Use	Activity	Construction	Operation				
Water use(s)	Purpose	Dimensions (length, width and height) of the structure in metres	Property Description as per Title Deeds	Start and end co-ordinates of the structure	Property Owner																				
Section 21(c) and (i)																									
Water Use	Activity	Construction	Operation																						

SCOPE OF WORK
C3.6

			Impacts	Mitigation Measures	Impacts	Mitigation Measures
<ul style="list-style-type: none"> The aquatic specialist's recommendations, proposed licence conditions and proposed licence period must be included as separate sections in the report. The following must be submitted as appendices: <ul style="list-style-type: none"> Aquatic Management Plan; and Aquatic Monitoring Programme (including a map with the monitoring points). 						
<p>2. Civil Design Report</p> <ul style="list-style-type: none"> The report must address all Section 21(b), (c), (g) and (i) water uses and must include the relevant designs. Both the designs and report must be signed off by a qualified professional engineer (provide registration number). All dam designs (Section 21(b)) must comply with GN704. Classification details of the waste water contained in the impoundment facilities and the stockpile material (Section 21(g)) must be done in accordance with articles 634 and 635 of Regulation 36784 of August 2013. Barrier systems must be specified for all the facilities containing contaminated water or material in accordance with article 636 of the Regulation 36784. When addressing the barrier systems, your attention is drawn to Section 2 of the R636 that lists the other requirements that must also be met. <p>Section 21 (c) & (i)</p> <ul style="list-style-type: none"> River Crossings / Impeding Structures <ul style="list-style-type: none"> Nature of crossing, below on or above river bed If on or above river bed, analysis of effect of pipe on flow velocity and remedial effects on possible erosion and ponding/flooding caused by the impeding pipe structure Construction method on perennial rivers/streams ensuring further damage to the watercourse is minimized If the stream is diverted during construction, method used to divert the flow to minimize the silt load on the stream For culverts/bridges, check storm event designed for and the freeboard allowed for For design storm events less than 1:100 year storm, what measures are taken to protect the public and the risk of the structure being washed away Storm water discharge into the watercourse/environment <ul style="list-style-type: none"> What measures are taken to attenuate the storm water Energy dissipation measures to minimize erosion at the discharge into the watercourse or environment Impoundment Facilities <ul style="list-style-type: none"> Type of facilities Sizing of each facility (Design calculations), 1:50 storm event & 0.8m freeboard Safety risk of each impoundment facility (Dams more than 50,000m3 & wall height more than 5m high) Waste Classification Type (Norms and Standards, R.635 August 2013) Barrier Layout Type (Commensurate with Waste Classification Type) 						

SCOPE OF WORK
C3.7

- Design reports and drawings certified by a registered, professional civil engineer
 - Service life considerations quantified taking into account temperature effects on containment barriers
 - Alternative elements of proven equivalent performance considered, such as the replacement of –
 - granular filters or drains with geosynthetic filters or drains
 - protective soil layers with geotextiles
 - clay components with geomembranes or geosynthetic clay liners
 - All drainage layers that must contain drainage pipes of adequate size, spacing and strength to ensure atmospheric pressure within the drainage application for the service life of the facility
 - Alternative design layouts for slopes exceeding 1: 3 (vertical: horizontal) (considered provided equivalent performance is demonstrated)
 - Construction Quality Assurance (CQA);
 - Geosynthetic materials & compliance with relevant South African National Standard specifications, or any prescribed management practice or standards which ensure equivalent performance; and Consideration of the compatibility of liner material with the waste stream, in particular noting the compatibility of natural and modified clay soils exposed to waste containing salts
- Stockpile Facilities
 - Type of facilities
 - Waste Classification Type (Norms and Standards, R.635 August 2013)
 - Barrier Layout Type (Commensurate with Waste Classification Type)
 - Barrier requirements (August 2013 Article 636 NEM:WA)
 - Service life considerations quantified taking into account temperature effects on containment barriers
 - Alternative elements of proven equivalent performance considered, such as the replacement of –
 - granular filters or drains with geosynthetic filters or drains;
 - protective soil layers with geotextiles or
 - clay components with geomembranes or geosynthetic clay liners
 - All drainage layers that must contain drainage pipes of adequate size, spacing and strength to ensure atmospheric pressure within the drainage application for the service life of the landfill
 - Alternative design layouts for slopes exceeding 1:3 (vertical:horizontal) (considered provided equivalent performance is demonstrated)
 - Construction Quality Assurance (CQA)
 - Geosynthetic materials & compliance with relevant South African National Standard specifications, or any prescribed management practice or standards which ensure equivalent performance; and Consideration of the compatibility of liner material with the waste stream, in particular noting the compatibility of natural and modified clay soils exposed to waste containing salts
- Water Treatment Facilities
- Sewage Management
- Conclusion
- Recommendations

SCOPE OF WORK
C3.8

3. Geohydrological Assessment

- The assessment must include a hydrocensus of a 5km radius.
- Should the project be mining-related, the assessment must also include Acid Mine Drainage studies (including decanting and treatment).
- Geo-hydrological assessment of the water use activity/impact – aspects in terms of geo-hydrological conditions on site
 - The method and results of the geohydrological investigation which was conducted
 - The method and results of the geophysical investigation which was conducted
 - A description of the aquifer system, as well as the major/minor aquifer
 - A description of the geohydrology at the site, including the structural geological feature
 - The current status of groundwater quality at the site
 - The groundwater pollution potential of the water uses
 - The method and results of the groundwater model which was conducted
 - The possible impact of the water uses on down-gradient resources
 - The method and results of the hydrocensus, which must be conducted within a 5km radius of the outer boundaries of site
 - A statement on whether the assessment completed is sufficient or whether a more intensive groundwater investigation is required. Should a more intensive groundwater investigation be required, this must be conducted and submitted.
 - Identification of the surrounding groundwater users which are potentially impacted upon by the water uses
 - Critical issues identified during the geohydrological investigation
- Groundwater Monitoring Program
 - A description of the existing and/or proposed monitoring program. Should the monitoring program be existing, a statement on whether the existing monitoring network is adequate or whether it must be extended.
 - Identification of monitoring boreholes available to monitor the groundwater flow regime in relation to the water uses (upstream, downstream and at the site). A statement on whether the monitoring boreholes penetrate the whole aquifer.
 - If available, the historical groundwater monitoring data must be tabulated and graphically depicted. Furthermore, a statement on whether the monitoring record is sufficient and complete is required.
 - The maintenance plan for monitoring during decommission and post closure phases, must be provided.
 - The finalised proposed monitoring program which is sufficient for managing groundwater on site, must be provided.
 - Critical issues identified during the compilation of the groundwater monitoring program.
- Groundwater Management Plan (including Remediation Plan)
 - Management plan submitted in terms of groundwater quality
 - Management plan submitted in terms of groundwater quantities
 - Post Closure management plan
 - Remediation of physical activity
 - Remediation of storage facilities
 - Remediation of environmental impacts
 - Remediation of water resource Impacts
 - Critical issues identified during the compilation of the groundwater management plan.
 - Should the project be mining-related, also include the following:
 - Decant points
 - Prediction of start of decant
 - Plume prediction

SCOPE OF WORK
C3.9

▪ Impacts and mitigation measures

4. Hydrological Assessment

- This assessment must be conducted by a qualified Hydrologist and is a non-exhaustive requirement.
- An understanding of the full hydrological cycle of the catchment, including both upstream and downstream users, must be provided.
- The impact of the proposed activity on the cycle, including surface water, groundwater, wetlands, etc. must be provided.

5. Integrated Water and Waste Management Plan

The information submitted must be in the Operational Guideline: Integrated Water and Waste Management Plan (IWWMP) dated February 2010, and/or Aide Memoire for WWTW, which must include the following (not limited to):

- Background
- Location of the Project
- Project Description
- Water Supply Service
- Domestic Waste Handling
- Sewage Treatment Facility
- Method Statement Summary
- Rehabilitation
- Infrastructure on the Site
- Stormwater Management Plan
- Water Uses Applied for

Water use(s)	Purpose	Volume (m ³ /a) / Dimensions	Property Description as per Title Deeds	Co-ordinates	Property Owner
Section 21(a), (b), (c), (e), (f), (g), (i) and (j)					

- Water Demand and Supply Analysis (including a water balance)
- Impacts and mitigation measures (Surface, groundwater and wetlands)

Water Use	Activity	Construction		Operation	
		Impacts	Mitigation Measures	Impacts	Mitigation Measures

- Correspondences
- Public Participation Summary
- Motivation in terms of Section 27(1) of the National Water Act, 1998

6. Stormwater Management Plan

- This assessment must be conducted in consultation with the "Best Practice Guidelines for Water Resource Protection in the South African Mining Industry" (DWAF, 2008) - Guideline 1 – Stormwater Management. No mixing of clean stormwater with any effluent (treated or untreated).

SCOPE OF WORK
C3.10

- Ensure the separation of clean and dirty stormwater as per the guideline.

7. Water Balance

- This assessment must be conducted in consultation with the “Best Practice Guidelines for Water Resource Protection in the South African Mining Industry” (DWA, 2008) - Guideline 2 on Water and Salt balance.
- All the water uses excluding Section 21(c) and (i) must be individually considered and represented in the water balance.

8. Wetland and Hydropedological Assessment

- This assessment must be conducted by a qualified wetland specialist, who has completed at least 10 studies under supervision and 2 on their own.
- The assessment must be completed during both the wet and dry seasons.
- The initial desktop assessment must discuss the project site and wetlands within the regulated area (i.e. within 500m of the outer boundaries of site). These must be depicted on a map.
- The ground-truthed wetlands within the regulated area must be depicted separately.
- All wetlands which may be impacted upon by the water uses (regardless of the level of impact) must be described as hydrogeomorphic units, and the Present Ecological State and Environmental Importance and Sensitivity thereof must be provided. These must be depicted separately, along with contours and flow direction in relation to the proposed development. The wetlands which will not be impacted upon must be greyed out in this image and the reason for this must be provided.
- The full Risk Assessment Matrix must be provided, as completed by a professionally registered wetland specialist (provide their registration number).
- Provide a Water Uses Table for only the Section 21(c) and (i) water uses, in the following format:

Water use(s)	Purpose	Dimensions (length, width and height) of the structure in metres	Property Description as per Title Deeds	Start and end co-ordinates of the structure	Property Owner
Section 21(c) and (i)					

- The wetland buffers must be discussed, as well as the method used to determine these.
- Provide an Impacts and Mitigation Measures Table for the Section 21(c) and (i) water uses, in the following format:

Water Use	Activity	Construction		Operation	
		Impacts	Mitigation Measures	Impacts	Mitigation Measures

- Should any wetland rehabilitation be required as part of the project, this is a separate Section 21(c) and (i) water use which must be applied for accordingly. The rehabilitation methods must also be one of the water uses, the methods for doing so must be discussed.
- Should any wetlands be destroyed as a result of the water uses, these must be offset as per the South African National Biodiversity Institute (SANBI) guideline. The wetland destruction and associated offsets are each separate Section 21(c) and (i) water uses which must be applied for accordingly. The motivation for wetland destruction, as well as the offset methods must be discussed.
- The wetland specialist's recommendations, proposed licence conditions and proposed licence period must be included as separate sections in the report.

SCOPE OF WORK
C3.11

- The following must be submitted as appendices:
 - Wetland Management Plan;
 - Wetland Monitoring Programme (including a map with the monitoring points);
 - Wetland Rehabilitation Plan (if applicable); and
 - Wetland Offset Plan (if applicable).

TIMEFRAMES FOR DELIVERABLES

The assessments will be required to be completed within 12 months of appointment of the PSP, and obtain an environmental authorisation as well as permits and licences within 24 months of appointment.

QUALIFICATIONS AND SKILLS

The EAP and Specialists are required to hold the necessary qualifications, skills and expertise as stated in

the National Water Act:

The EAP will be required to:

- hold a minimum qualification of an Honours Degree in Natural Science, Environmental Science, Environmental Engineering or Agricultural Engineering;
- and hold an EAPASA/SACNASP Registration.
- Have completed at least three BARs/EIRs and obtained a positive Environmental Authorisation.

Each Specialist will be required to:

- hold a minimum of an Honours Degree in the relevant field;
- hold a SACNASP Registration.
- Have completed at least 3 projects in their field of expertise.
- A Heritage Specialist will be required to hold:
 - a minimum qualification of an Honours Degree;
 - and must be able to undertake archaeological and paleontological assessments.
- Proof of AMAFA/SAHARA registration as an Archaeologist and Palaeontologist must be provided.
- Have completed at least three projects in the field.

Energy Management Specialist:

- hold a minimum of an Engineering Degree or Higher National Diploma in the relevant field;
- Hold an Engineering Professional Registration.
- Have completed at least three projects in their field of expertise.

Waste Management Specialist:

- hold a minimum of an Honours Degree in the relevant field (with a Major in Chemistry);
- Hold a SACNASP Registration.
- Have completed at least three projects in their field of expertise.

Specialists undertaking any Peer Review will be required to:

- hold a minimum of an Honours Degree in the relevant field;
- hold a SACNASP Registration.
- Have completed at least 3 projects in their field of expertise.

FOR EVALUATION

The PSP will be required to submit, at its own cost, a proposal in which it will show its ability to perform

the tasks and activities within the stipulated period. The proposal including, inter alia, a method statement, work programme schedule as well as a detailed schedule of resources and costs. This should

be concise and clear.

The proposal shall include the following:

- Copy/Proof of relevant qualification from the University for each Key Personnel;
- Proof of Professional Registration;
- Cable of projects completed in the relevant field;

SCOPE OF WORK
C3.12

- CVs.

PAYMENT CONDITIONS:

Payment Clauses:

Number	Payment Clause
PC 1	Before any work is undertaken the Scientist must be informed and work to be undertaken agreed upon. Work done without approval may not be paid for.
PC 2	All invoices must be submitted by the 25 th of each month with evidence of work done, hence all supporting documents must be sent through with each invoice. Invoices must have the phrase "Copy Tax" on all electronic versions. In addition, an excel spreadsheet showing recon must be submitted along with invoice. Failure to do so correctly by the 25 th of the month could lead to delays in payment.
PC 3	Site visits for assessments must be scheduled in collaboration with the UW environmental and ISD teams who should be notified and invited for these visits.
PC 4	Quality Control. All deliverables (even in draft) will need to be checked by the main tenderer (PSP) for quality and accuracy before submission to the project team or client. Records of internal review must be provided as proof (e.g. track changes or other). This will extend to work done by the specialists as well as the CPG partner.
PC 5	Progress/technical meetings. Attendance registers must be provided as proof of meetings attended. The progress with the environmental assessments must be presented at these meetings.
PC 6	Authority liaison. Records of attendance and minutes of discussion must be recorded and provided to the environmental team.
PC 7	Peer Review. Proof of peer review must be supplied for all specialist studies. This could be in the form of track changes in a word document, comments in pdf or other.
PC 8	Biodiversity Assessments: The environmental and ISD teams must be notified and site walk undertaken with the project engineer. Biodiversity Assessment must be undertaken as per requirements of NEMA and other relevant legislation. This assessment will be undertaken within a 500m radial buffer of the project footprint. All streams, culverts, wetlands must be identified and mapped. The present ecological status of the biodiversity in the area must be identified and a risk matrix provided (for risks before and after mitigation measures are in place). All flora and fauna that could be affected must be identified and mitigation measures provided to reduce the risks on the environment. Maps must be prepared and shape files submitted with report.
PC 9	Heritage Assessments:

SCOPE OF WORK
C3.13

Number	Payment Clause
	The environmental and ISD teams must be notified and site walk undertaken with the project engineer. The cost of the Heritage Assessment must include phase one and phase two heritage assessments. All gravesites within 100m of the project footprint must be identified and mapped. All items with heritage significance must be identified and mapped and co-coordinates provided. Maps must be prepared and shape files submitted with report. A relocation plan (including a TOR) must be provide if graves or any other items of heritage significance need to be relocated.
PC 10	The public participation process must be undertaken as per the requirements of NEMA and all records kept and provided to the client as required. All minutes and attendance registers must be submitted to the client with the invoices. A public participation report must be prepared containing all the records of the public participation process, a database of the IA&Ps, comments and response, minutes, advertisements, notice plans, etc.).
PC 11	Landowner consent. Attempts must be made to obtain signatures for the landowner consent forms for various processes with minimal disruption of the landowners' time and livelihood (e.g. landowner consent forms for EIA process, WUL process, etc.).
PC 12	Adhoc site visits: this must be approved by the UW environmental Scientist/EO. The UW environmental and ISD teams must be notified of the intention to undertake the adhoc site visit so that they may attend. Records of the attendance, site photographs and report must be provided to the environmental team.
PC 13	Amendments to EA/permits and licences/method statements: Record of all processes undertaken must be provided.
PC 14	Wetlands/Aquatic assessments. The environmental and ISD teams must be notified and invited for the site walks. These assessments must fulfil the requirements of the water use licence application as well for the specialist study as part of the BAR/EIR. A risk matrix as per DWS requirements must be prepared. Maps must be prepared and shape files submitted with report.
PC 15	Waybills or other similar proof of postage must be provided when documents are to be posted.
PC 16	For both EAP and Specialists, email correspondence with any authority, the UW Scientist must be copied on all these correspondence.
PC 17	Payment of fees will be done at the end/completion of each section (or at the discretion of the PM/UW scientist), at the approval of the UW Scientist for this project.
PC 18	All reports must be prepared as required by each relevant authority (e.g. DWS, DEA, AMAFA/SAHARA etc.). The cost of these reports must include cost of maps and shape files used for map preparation, which will be provided to the client with each report.

SCOPE OF WORK
C3.14

7. Reference data

Shape files of the project area, technical information, drawings and background information will be obtained via the Project Manager

8. Applicable national and international standards

A number of environmental legislative components will need to be considered and adhered to with the aim of protecting the environment and to making certain that the proposed project is undertaken in an environmentally responsible manner. Implementation of the SCP3 Project will be subject to environmental legislation and regulations, in terms of which compliance is, required prior to construction commencing.

Below is a list of the relevant legislation that will have to be considered during the application for environmental authorisation and / or related permits and Licences:

- National Environmental Management Act (NEMA, Act 107 of 1998);
- National Environmental Management: Waste Act (NEM:WA) (Act 59 of 2008);
- National Water Act (NWA) (Act 36 of 1998);
- National Heritage Resources Act (NHRA) (Act 25 of 1999); and
- Minerals and Petroleum Resources Development Act (MPRDA) (Act 28 of 2002).
- Other relevant environmental Legislation.

9. Particular/Generic specifications

N/A

10. Approvals

Various authorities will need to be consulted with for approvals. This extends to:

- Department of Environmental Affairs
- Department of Water and Sanitation
- AMAFA/SAHARA
- eKZN wildlife
- Department of Agriculture, Forestry and Fisheries
- Local Municipality
- District Municipality
- Ngonyama trust.

11. Procurement

N/A

State requirements appropriate to the methodology and procedures that are to be followed. (See Annex A of SANS 10396:2003). Make reference to preference schedules, if any.

State the number, title and edition of resource specifications applicable to the contract and all data and definitions required e.g. definitions of target groups, weighting factors, etc. (Refer to SANS 10396 for specific guidance)

12. Access to land / buildings / sites

The preferred service provider will be required to consult with the landowners and I&AP if access to the site /provide land is required.

13. Planning and programming

The schedule of activities will need to be adhered to in obtaining the approvals, licences and approvals required for the project

Refer to Returnable Schedule T2.2.A16 and state requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc.

SCOPE OF WORK
C3.15

Provide particulars of phased completion, programme constraints, milestone dates for completion etc., as necessary.

List the activities to be carried out by the Employer or by others which are to be included in the service provider's programme.

14. Software application for programming

N/A

15. Quality management

All reports must be reviewed internally by the service provider before it is submitted to the project team at Umgeni Water and I&AP's for comments. Specialist Reports must be peer reviewed before it is submitted to the various authorities.

Refer to Returnable Schedule T2.2.A9 and Briefly describe;

- *what quality management systems the service provider will be required to operate, and*
- *the intention of the Employer in terms of the monitoring of quality management, who will carry out such monitoring (Employer or agent) and if the monitoring forms part of a quality management system or will require only an occasional verification.*

16. Format of communications

Email communication of work progress to the Umgeni Water Scientist (brief progress fortnightly, comprehensive monthly progress report.

- Telephonic communication for all urgent matters.
- Monthly progress meetings with technical team and minutes taken.
- Copies of Environmental Impact Assessment report, EMP and Rehabilitation Plan to be submitted Umgeni Water. WUL application and Licence as well as other permits application form to be provided. A minimum of 8 hard copies of the final BAR submitted to Umgeni Water.
- Electronic copies of all reports/permits/licences/maps/shapefiles to be provided on USB/external hard drive to Umgeni Water Project Team

State formats of different types of communications and attach pro formas of such documents to the end of the scope of work.

Also state requirements for the format of documents which are to be retained, e.g. microfilm, computer tapes / CDs or original form.

17. Key personnel

The key personnel for the project consist of:

- Environmental Assessment Practitioner (EAP) who will be responsible for the overall project management and managing all identified specialists.
- Public participation practitioner
- Heritage Impact Assessment Specialist
- Biodiversity / Wetland Impact Assessment Specialist
- Rehabilitation Specialist

Refer to Returnable Schedule T2.2.17 and C1.2 Part 2: Contract Data to be provided by the Service Provider.

18. Management meetings

Monthly and quarterly project team progress meetings, technical meeting, monthly meetings with Umgeni Water Scientist and quarterly Project Steering Committee will be necessary for the EAP. Minutes should be taken.

Provide particulars of times, days, location, attendance requirements, etc., as required, and state requirements for representatives having the necessary delegated authority.

SCOPE OF WORK
C3.16

19. Forms for contract administration

Umgeni Water Project Manager will advise and provide documentation and forms to the successful bidder when required.

State requirements, if any, for use of standard forms for contract administration purposes and attach pro forma documents as annexures (Refer to Part C5).

Also state if forms are available in electronic format.

20. Electronic payments

The service provider will be paid electronically through the normal Umgeni Water procedures.

State details required / procedures to obtain electronic payments, as relevant.

21. Daily records

The service provider is to record productive time in the execution of the various activities comprising this Scope of Work. The record shall be sufficiently detailed to allow the time spent against each activity to be assessed for reasonableness and disbursements purposes. Where requested by the Employer, these time records shall be produced in support of payment claims by the service provider.

22. Professional indemnity insurances

Refer to C.1.2 Contract Data Clause 5.4.1 and state number of copies and the place where policies are to be presented.

23. Payment certificates

Invoices are to be submitted by the 25th of each month and should be milestone based. Proof of work completed must be submitted with each invoice. This will include a reconciliation spreadsheet.

24. Use of documents by the Employer

State the purpose for which the Employer will be using any documents provided by the service provider e.g., construction, maintenance, extension, rebuilding, etc.

25. Property provided for the Service provider's use

N/A

26. Proof of compliance with the law

N/A

PART C4: SITE INFORMATION

Umgeni Water serves to provide bulk potable water to municipalities in its designated operation area in KZN of approximately 21 155 square kilometres, the Ugu District Municipality region included. In service to the Ugu DM the South Coast Pipeline Phase 3 Project was developed. This Project aims to transport water from Umdoni/Pennington to the town of Hibberdene (approximately 26 km of a pipeline with DN about 900). This project will be divided into two phases Phase 3A and Phase 3B, where the midpoint would be at Elysium Reservoir i.e. the midway point between the Umdoni and Catalina Reservoir take offs. In addition, the project comprises the augmentation of the existing SCP1 and SCP2a pipelines which will be approximately 14 and 5km respectively with a pipeline DN between 800 to 900DN.

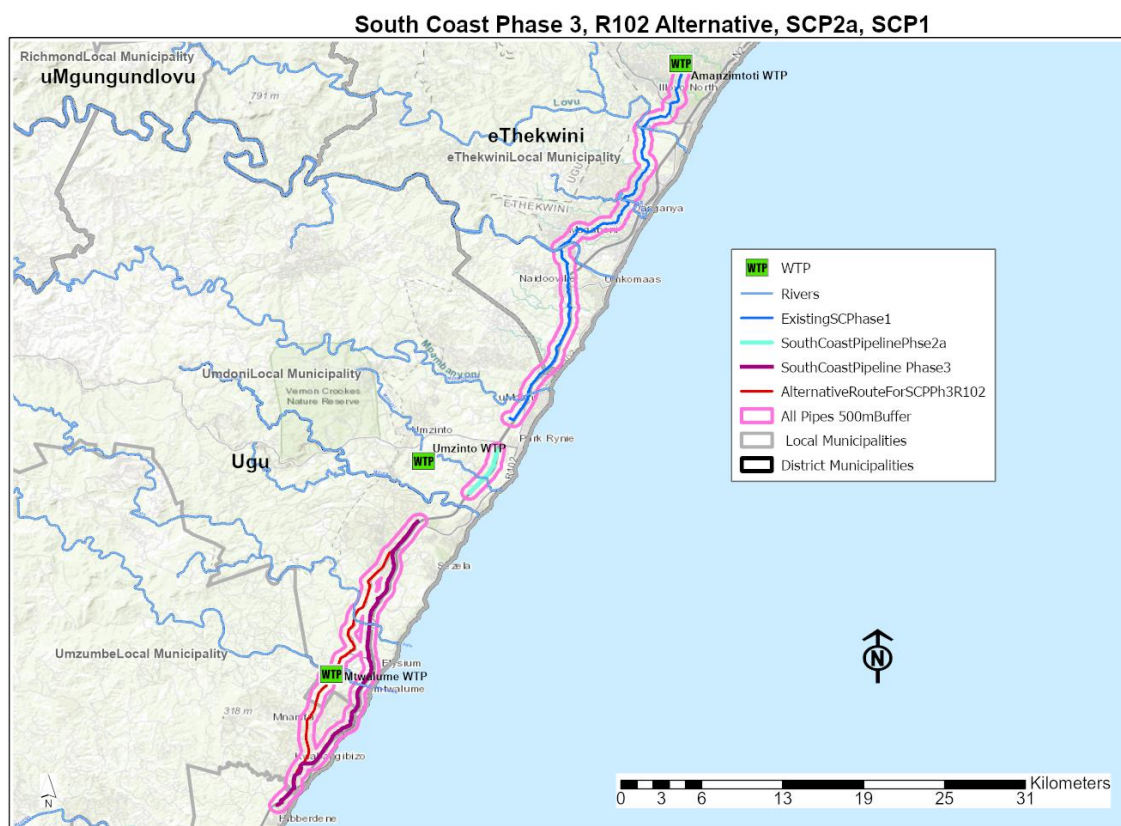


Figure 1. Locality of the proposed pipelines with alternatives.

The proposed project extends from eThekweni DM to Ugu DM. The Local Municipalities within the Ugu DM that will be affected are Umdoni Local Municipality and Umzumbi Local Municipality.

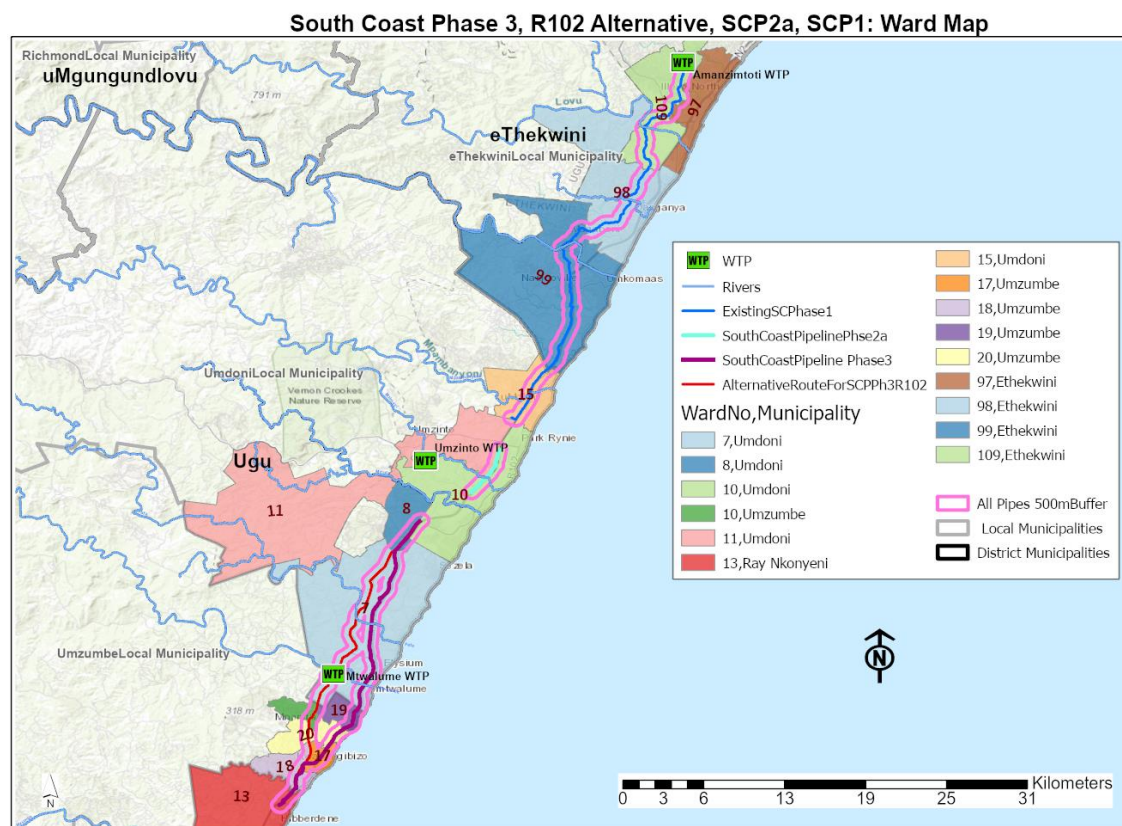


Figure 2. Map showing wards affected by the proposed pipeline.

There are at least 15 wards that will be affected by the proposed project.

C5: ANNEXURES
C5.iii

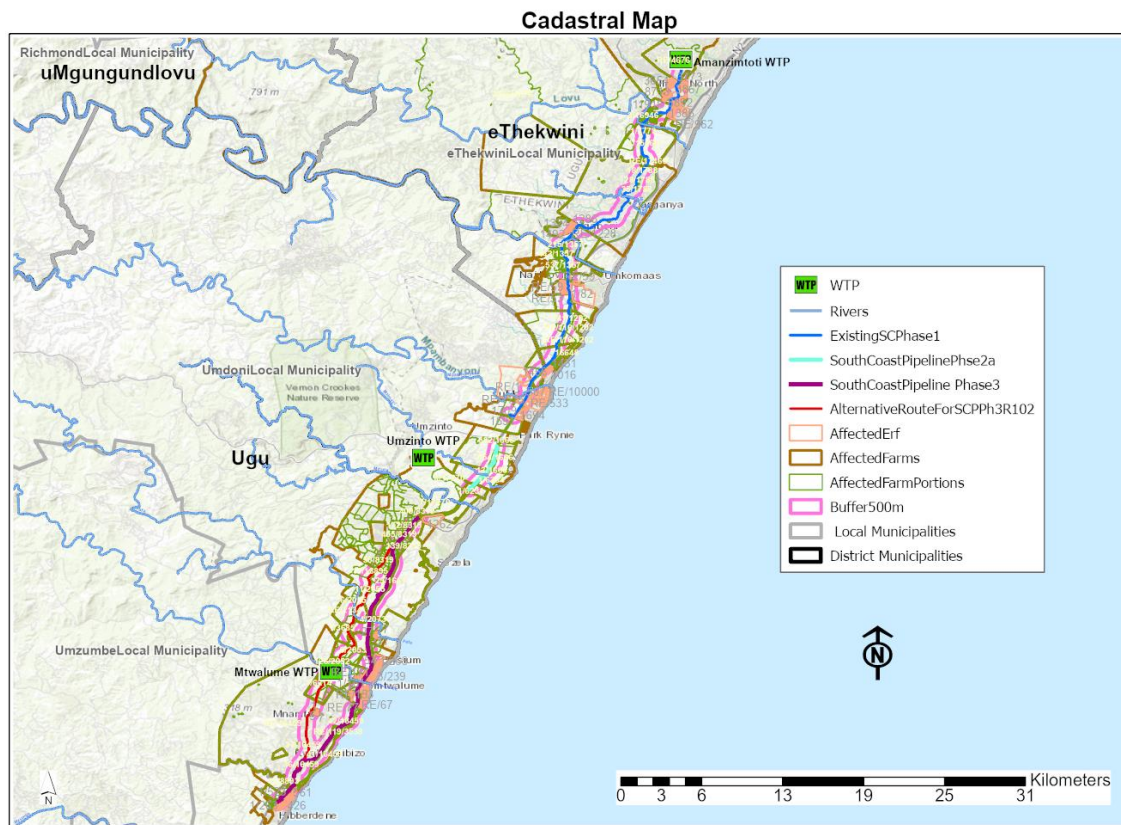


Figure 3: Map showing cadastrals.

	sgkey	ptnno	sgno	deed
1	N0ET00000001694600008	8/16946	1134/2003	T24401/2006
2	N0ET00000001664900000	RE/16649	1674/1994	T29055/1995
3	N0ET00000001640900000	RE/16409	483/1993	
4	N0ET00000001727000015	15/17270		
5	N0ET00000001727000008	8/17270		
6	N0ET00000001689500005	5/16895	354/1999	41377/1999
7	N0ET00000000623400001	1/6234	SV361F81	1189/9118
8	N0ET00000000623200000	RE/6232		
9	N0ET00000000623100001	1/6231	SV370F41	1534/1918
10	N0ET000000000184100002	2/1841	2854/1987	T33896/1988
11	N0ET00000000166600013	13/1666	SV310F41	1962/1910
12	N0ET00000000166400045	45/1664		
13	N0ET000000001689500015	15/16895	364/1999	41377/1999
14	N0ET000000001689500014	14/16895		
15	N0ET000000001689500011	11/16895	360/1999	41381/1999
16	N0ET000000001728900000	17289		
17	N0ET000000001689500009	9/16895	358/1999	41381/1999
18	N0ET000000001689500008	8/16895	357/1999	41380/1999
19	N0ET000000001689500007	7/16895	372/1999	41379/1999
20	N0ET000000001689500006	6/16895	355/1999	41378/1999
21	N0ET000000001602800000	16028	741/1988	17826/1988
22	N0ET000000001775100000	17751	62/2004	T6941/2005
23	N0ET000000001775100000	17751	62/2004	T6941/2005
24	N0ET00000000203600000	RE/2036	GV45F2	2036
25	N0ET00000000831900009	9/8319		
26	N0ET00000000831900015	15/8319		
27	N0ET00000000831900051	51/8319		
28	N0ET00000000831900054	54/8319		
29	N0ET00000000831900056	56/8319		
30	N0ET00000000831900089	89/8319		
31	N0ET00000000831900090	90/8319		

APPOINTMENT OF EAP AND SPECIALISTS FOR
THE REGIONAL BULK WASTEWATER PROJECT
FOR THE GREATER HILTON AREA
WITHIN THE UMGENI LOCAL MUNICIPALITY

UMGENI WATER
TENDER NO. 2022/091

C5: ANNEXURES
C5.iv

	sgkey	ptnno	sgno	deed
32	N0ET00000000831900092	92/8319		
33	N0ET00000000831900093	93/8319		
34	N0ET00000000831900094	94/8319		
35	N0ET00000000831900097	97/8319		
36	N0ET00000000831900098	98/8319		
37	N0ET00000000831900101	101/8319		
38	N0ET00000000831900102	102/8319		
39	N0ET00000000831900103	103/8319		
40	N0ET00000000831900130	130/8319		
41	N0ET00000000831900131	131/8319		
42	N0ET00000000831900134	134/8319		
43	N0ET00000000831900135	135/8319		
44	N0ET00000000831900137	137/8319		
45	N0ET00000000831900140	140/8319		
46	N0ET00000000831900141	141/8319		
47	N0ET00000000831900146	146/8319		
48	N0ET00000000831900147	147/8319		
49	N0ET00000000831900148	148/8319		
50	N0ET00000000831900159	159/8319		
51	N0ET00000000831900160	160/8319		
52	N0ET000000001558200007	7/15582	4969/1973	T24864/1982
53	N0ET000000001558200001	1/15582	5405/1955	T10504/1956
54	N0ET000000001436100001	1/14361	3365/1958	T7787/1961
55	N0ET000000000637100160	160/6371	1180/2007	1579/1985
56	N0ET000000000637100093	93/6371	2989/1969	16920/1972
57	N0ET000000000637100091	91/6371	2987/1969	5727/1972
58	N0ET000000000637100089	89/6371	3408/1968	16921/1972
59	N0ET000000000637100000	RE/6371	3999/1954	DS294/1955
60	N0ET000000000621400005	5/6214	3196/1959	7491/1959
61	N0ET000000000621400002	2/6214	1601/1953	3067/1930
62	N0ET000000000621400001	1/6214	1601/1953	4264/1926
63	N0ET000000000621400003	3/6214	1601/1953	3314/1930
64	N0ET000000000213400002	2/2134	SV537F28	T289/1923
65	N0ET000000000213400003	3/2134	SV552F72	T2962/1923
66	N0ET000000000205300008	8/2053		
67	N0ET000000000205300007	7/2053		
68	N0ET000000000205300000	RE/2053	1601/1953	2036
69	N0ET000000000205200134	134/2052	2983/1975	13446/1976
70	N0ET000000000205200000	RE/2052	2134/1998	9534/1971
71	N0ET000000000205200000	RE/2052	2134/1998	9534/1971
72	N0ET000000000205200132	132/2052	5878/1974	T2135/1916
73	N0ET000000000205200127	127/2052	2982/1969	9534/1971
74	N0ET000000000205200106	106/2052	4171/1947L	6826/1948
75	N0ET000000000205200104	104/2052	1601/1953	858/1905
76	N0ET000000000205200102	102/2052	2606/1997	K418/1998L
77	N0ET000000000203700000	RE/2037	2401/1993	828/1994
78	N0ET000000000203700005	5/2037	SV860F99	2026/1933
79	N0ET000000000203700002	2/2037	1601/1953	2026/1933
80	N0ET000000000166700129	129/1667	2849/1987	T33896/1988
81	N0ET000000000166700126	126/1667	4526/1981	T26637/1982
82	N0ET000000000166700022	RE/22/1667	2969/1938	T3668/1939
83	N0ET000000000166700022	RE/22/1667	2969/1938	T3668/1939
84	N0ET000000000120200142	142/1202	2852/1987	T11993/1988
85	N0ET000000000120200116	RE/116/1202	7292/1951	T9494/1953
86	N0ET0000000001664900000	RE/16649	1674/1994	T29055/1995
87	N0ET000000000120200146	146/1202	1358/1988	T33896/1988
88	N0ET0000000001712600105	105/17126	471/2011	T43200/1999
89	N0ET0000000001746900000	RE/17469	648/2001	T70578/2002
90	N0ET000000000178800000	RE/1788	GV38F10	G1788/1858
91	N0ET000000000467602207	2207/4676	284/2001	399/1955
92	N0ET000000000178800030	30/1788		
93	N0ET000000000135700010	10/1357	SV230F1	T1168/1905
94	N0ET000000000135700066	66/1357	SV349F16	614/1913
95	N0ET000000000135700318	318/1357	2323/1983	7941/1984
96	N0ET000000000135700066	66/1357	SV349F16	614/1913
97	N0ET000000000135700317	317/1357		
98	N0ET000000000135700137	137/1357	SV857F84	3017/1934
99	N0ET000000000135700335	335/1357	293/1985	68/1927

C5: ANNEXURES
C5.v

	sgkey	ptnno	sgno	deed
100	N0ET00000000135700380	380/1357	1762/1989	4976/1990
101	N0ET00000000135700216	216/1357	3073/1953	1475/1956
102	N0ET00000000135700313	313/1357	4564/1985	469/1999
103	N0ET00000000135700114	114/1357	SV746F59	3017/1934
104	N0ET00000000135700314	314/1357	4565/1985	10703/1991
105	N0ET00000000135700164	164/1357	3370/1946	1452/1948
106	N0ET00000000135700113	113/1357	2835/1998	485/1999
107	N0ET00000000135700111	111/1357	SV746F56	2694/1932
108	N0ET00000000135700207	207/1357	4157/1968	311/1970
109	N0ET000000001671300000	16713		
110	N0ET00000000135700017	17/1357	SV241F22	680/1905
111	N0ET00000000135700468	468/1357		
112	N0ET00000000135700467	467/1357		
113	N0ET00000000135700352	352/1357	890/1987	94/1988
114	N0ET00000000135700464	464/1357		
115	N0ET00000000135700463	463/1357		
116	N0ET00000000166300002	2/1663	1927/1985	25046/1985
117	N0ET00000000166300000	RE/1663	GV37F50	
118	N0ET00000000166300000	RE/1663		
119	N0ET00000000120200052	52/1202	2265/1944	T8309/1944
120	N0ET00000000169460000	RE/16946	2051/1997	T17044/1998
121	N0ET000000001645900006	6/16459	3311/1991	14716/1997
122	N0ET000000001645900036	36/16459		
123	N0ET000000001645900023	23/16459		
124	N0ET00000000708200005	5/7082	3006/1986	7572/1988
125	N0ET000000001558200019	19/15582	3502/2006	T15443/2009
126	N0ET000000000831900000	RE/8319	113/2002	G8319/1913
127	N0ET000000001645900000	RE/16459	3650/1993	G4670
128	N0ET000000000889300035	RE/35/8893	183/2007	T27197/2011
129	N0ET000000000889300036	36/8893	184/2007	T27198/2011
130	N0ET000000001621600002	2/16216	3038/1999	41938/2001
131	N0ET000000001621600003	3/16216	3039/1999	41939/2001
132	N0ET000000001664900002	2/16649	1966/2008	
133	N0ET000000000889300018	18/8893	1106/1983	T8384/1984
134	N0ET000000001566000001	1/15660	3232/1984	T7425/1985
135	N0ET000000000889300006	RE/6/8893	6236/1958	T3410/1968
136	N0ET00000000120200141	141/1202	2851/1987	T11993/1988
137	N0ET000000000353800105	105/3538	6036/1955	T4449/1962
138	N0ET000000000353800093	93/3538	3808/1953	T1201/1954
139	N0ET000000000353800092	92/3538	6035/1955	T4447/1962
140	N0ET000000000353800086	86/3538	6935/1955	T11257/1956
141	N0ET000000000353800087	87/3538	6936/1955	T11256/1956
142	N0ET000000000353800079	79/3538	5750/1949	T2758/1950
143	N0ET000000000353800078	78/3538	5749/1949	T2758/1950
144	N0ET000000000353800077	77/3538	6033/1955	T205/1956
145	N0ET000000000353800076	76/3538	5272/1959	T4448/1962
146	N0ET000000000353800064	64/3538	5271/1959	T4445/1962
147	N0ET000000000353800063	63/3538	5270/1959	T4445/1962
148	N0ET000000000353800062	62/3538	5269/1959	T4447/1962
149	N0ET000000000353800057	57/3538	3426/1948	T4447/1962
150	N0ET000000000353800056	56/3538	5337/1947	T3388/1949
151	N0ET000000000353800027	27/3538	SV734F11	T5328/1927
152	N0ET000000000353800026	26/3538	SV667F23	T1948/1926
153	N0ET000000000353800025	25/3538	922/1952	T5285/1956
154	N0ET000000000353800019	19/3538	6681/1951	T1882/1953
155	N0ET000000000353800131	131/3538	3640/1949	T4545/1950
156	N0ET000000000353800131	RE/131/3538	3640/1949	T4545/1950
157	N0ET000000000353800000	RE/3538	SV667F88	G3538/1868
158	N0ET000000000353800000	RE/3538	SV667F88	G3538/1868
159	N0ET000000001640900000	RE/16409	483/1993	
160	N0ET000000001640900031	31/16409	378/2016	T3309/2019
161	N0ET00000000166400052	52/1664	1781/1983	T5244/1984
162	N0ET00000000467600000	RE/4676	GV4676F17	G4676/1864
163	N0ET000000000889300005	RE/5/8893	6235/1958	T1324/1960

There are at least 163 farm portions in the area. For purposed of the quotation 180 farm portions should be considered.

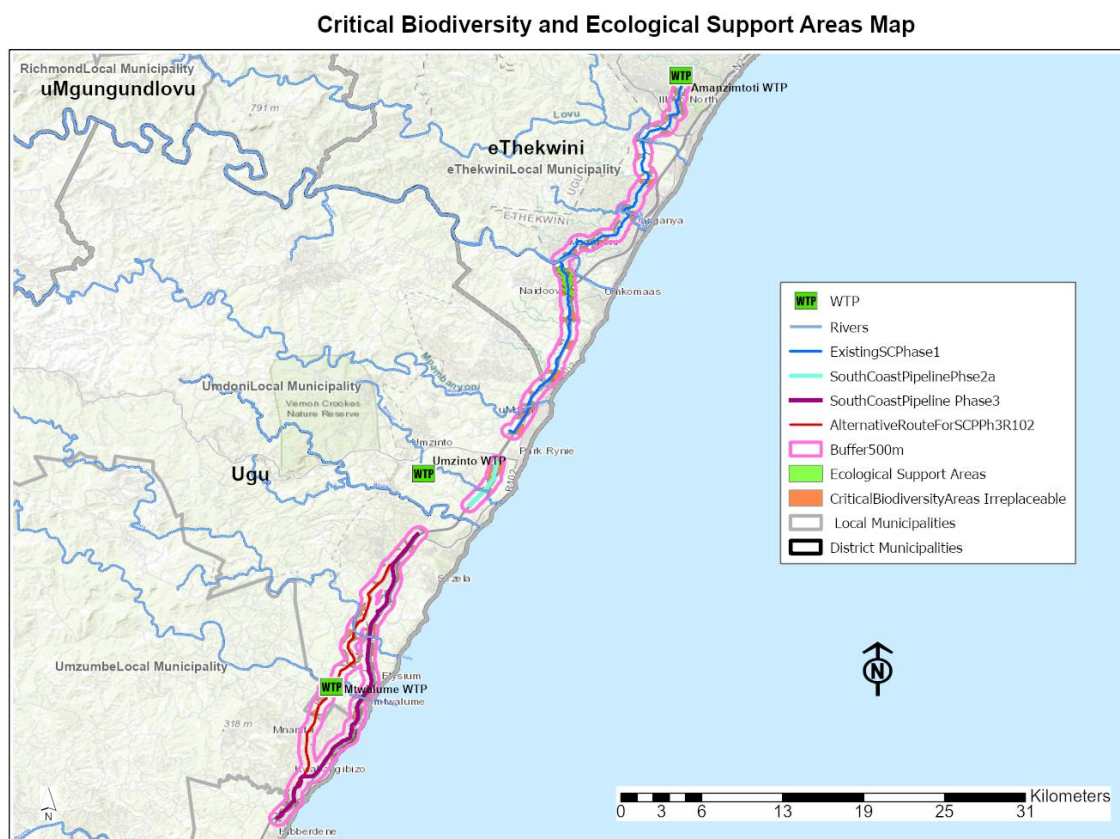


Figure 4. Map showing CBA and ESA.

C5: ANNEXURES
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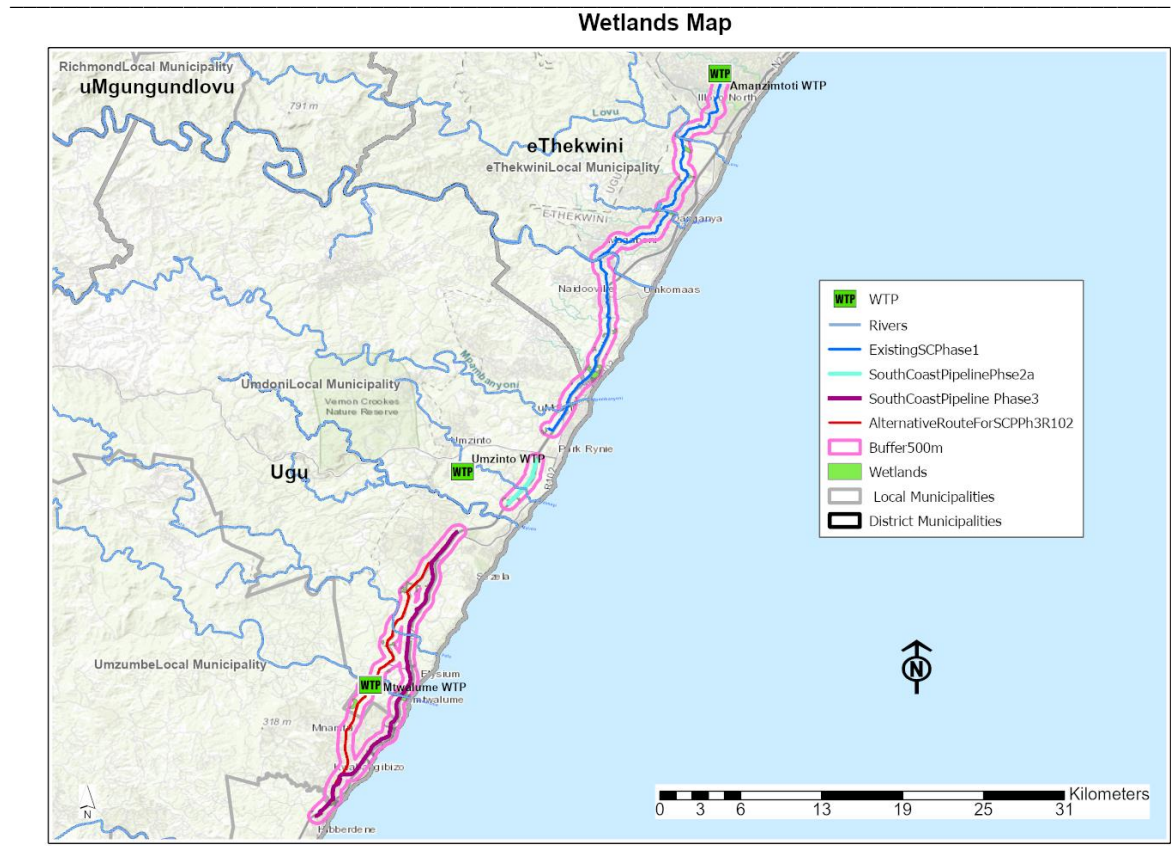


Figure 5. Map showing wetlands.

At least 8 rivers will be affected by the project (namely, Lovu, uMgababa, Mhomazi, Mpambanyoni, Fafa, Mtwalume, Mzimayi and Mzinto Rivers).

The Area and Perimeter of wetlands affected are tabulated below.

	KZNVEGNAME	DESIGNATION	AREA (m ²)	PERIMETER (m)
1	Marine Saline Wetlands	Wetland Natural	22621	1148
2	Marine Saline Wetlands	Wetland Natural	35640	1384
3	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Natural	3430	503
4	Freshwater Wetlands : Subtropical Freshwater Wetlands	Wetland Natural	7702	397
5	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Natural	34857	1137
6	Freshwater Wetlands : Subtropical Freshwater Wetlands	Wetland Dam	89834	2231
7	Marine Saline Wetlands	Wetland Natural	8119	590
8	Marine Saline Wetlands	Wetland Natural	166018	2846
9	Marine Saline Wetlands	Wetland Natural	23434	769
10	Marine Saline Wetlands	Wetland Natural	517504	8767
11	Marine Saline Wetlands	Wetland Natural	23337	878
12	Marine Saline Wetlands	Wetland Natural	288805	6769
13	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	93475	2754
14	Marine Saline Wetlands	Wetland Natural	45367	2717
15	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	19595	1535

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	KZNVEGNAME	DESIGNATION	AREA (m ²)	PERIMETER (m)
16	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	11697	1119
17	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	17018	1694
18	Marine Saline Wetlands	Wetland Natural	57826	3838
19	Marine Saline Wetlands	Wetland Natural	160642	4741
20	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	38046	2695
21	Marine Saline Wetlands	Wetland Natural	204264	4011
22	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	45657	3276
23	Subtropical Coastal Lagoons : Estuary	Wetland Estuary Water	8451	705
24	Marine Saline Wetlands	Wetland Natural	12175	753
25	Marine Saline Wetlands	Wetland Natural	1027	212
26	Marine Saline Wetlands	Wetland Natural	77819	3497
27	Freshwater Wetlands : Subtropical Freshwater Wetlands	Wetland Natural	11499	681
28	Freshwater Wetlands : Subtropical Freshwater Wetlands	Wetland Natural	33766	1346
29	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	144668	1935
30	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	77350	1678
31	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	56	39
32	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	33906	911
33	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	52879	1449
34	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	22271	1263
35	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	16066	913
36	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	4651	320
37	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	59747	1816
38	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	2077	247
39	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	18995	797
40	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	28442	924
41	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	197134	4467
42	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	27383	830
43	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	35231	852
44	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	18130	587
45	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	54023	1350
46	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	24096	627
47	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	195061	2437
48	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	8171	422
49	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	60198	1713
50	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	24625	898

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	KZNVEGNAME	DESIGNATION	AREA (m²)	PERIMETER (m)
51	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	23508	872
52	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	11615	474
53	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	14449	679
54	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	26462	998
55	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	4496	239
56	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	11166	400
57	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	34719	1048
58	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Cultivated	8453	428
59	Alluvial Wetlands : Subtropical Alluvial Vegetation	Wetland Natural	625	152