[

TENDER NO: [2024/147]

[APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER - HENLEY DAM IMPACT ASSESSMENT STUDY]

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: [Mbali Ngema]
Telephone: [033 341 1323]

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct to uMngeni-uThukela Water on: 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 *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.*	Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water , may lodge an appeal within **7 calender days** of the date of the intention to award advertisement. UW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za

For Information Use Only

TABLE OF CONTENTS

DESCRIPTION	PAGE	SHEET COLOUR
VOLUME 1		
THE TENDER		
T1 TENDERING PROCEDURES		
T1.1 Tender Notice and Invitation to Tender	T1.3	White
T1.2 Tender Data	T1.6	White
T.2 RETURNABLE DOCUMENTS		
T2.1 List of Returnable Documents	T2.11	White
T2.2 Returnable Schedules and Documents	T2.12	White
VOLUME 2		
THE CONTRACT		
C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.73	White
C1.2 Contract Data	C1.78	White
C.2 PRICING DATA		
C2.1 Pricing Instructions	C2.83	White
C2.2 Pricing Schedule	C2.84	White
C.3 SCOPE OF WORK	C3.86	White
C.4 SITE INFORMATION	C4.89	White
C.5 ANNEXURES (Omit if not applicable)	C5.1	White
C5.1 Drawings		

For Information Use Only

Tender Number: [2024/147]

Tender Title: [APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER TO UNDERTAKE THE HENLEY DAM IMPACT ASSESSMENT STUDY]

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

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

[Appointment of an Environmental Assessment Practitioner to undertake the Impact Assessment Study for Henley Dam]

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

a) ***[The Environmental Assessment Practitioner must be registered with EAPASA.]]***

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 uMngeni-uThukela 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 Goals using the 80/20 Preference Point Scoring System in terms of PPPFA []
- Price and Preference goals

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
   a) Price; and (80) and
   b) Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.
   Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

	Description	80/20	Evidence to be provided
RDP	The promotion of South African owned enterprises	10	CIPC Documents/CSD Report
HDI	An entity which is at least 51% owned by Black People	10	Sworn Affidavit/ Valid B-BBEE Certificate
Total points for preferential goals		**20**	

4. Failure on the part of a bidder to submit proof or documentation required in terms of this tender document to claim points for specific goals, will be interpreted to mean that preference

For Information Use Only

points for specific goals are not claimed by the bidder.

The physical address for collection and submission of Tender documents and the submission of Tenders is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg, 3201.**

Documents will be issued by email, upon request to mbali.ngema@umgeni.co.za. Documents will only be issued in electronic format, during working hours on **17 January 2025** to **04 February 2025**.

A compulsory briefing session will be held on **04 February 2025** at **11h00** at uMngeni – uThukela Water head office, 310 Burger Street, Pietermaritzburg 3201.

Queries relating to the issuing of these documents shall be addressed to: **Mbali Ngema**, Telephone number: **033 341 1323** e-mail: **mbali.ngema@umgeni.co.za**

The closing time for submission of Tenders is **12h00** on **20 February 2025.**

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

uMngeni-uThukela Water's Standard Conditions of Tender are available on uMngeni-uThukela Water's website: https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf

Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calendar 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 above mentioned email will not be considered.

For any other Tender adverts, please visit this website.

UMngeni-uThukela Water Reserves the Right to Award the Contract In Whole or In Part.

For Information Use Only

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

The conditions of tender are the uMngeni-uThukela Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from uMngeni-uThukela Water Supply Chain Management office or can be downloaded from the following web site:
https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-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 **uMngeni-Ukuthela 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**
	F.1.4 Communication and Employer's agent
F.1.4	The Employer's agent is : **<u>Tender Queries</u>** Name: [Mbali Ngema]

For Information Use Only

	Address: [310 Burger Street, PMB, 3201] Tel: [033 341 1323] E-mail: [mbali.ngema@umgeni.co.za]
	F.2.1 Eligibility
F.2.1	uMngeni-uThukela Water will only consider submissions from tenderers who satisfy the following criteria: 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 uMngeni-uThukela Water's BBBEE policy initiative. c) **The Environmental Assessmnet Practitioner must be registered with EAPASA.**
	F.2.7 Clarification meeting
[F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. 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.
	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	The Employer's details and address for delivery of tender offers are stated in **T1.1 Tender Notice and Invitation to Tender.** **Identification details** The identification details which must be stated in the tender offer outer package are: **Tender Number** **Tender Title** **Closing Date** **Closing Time** **Tenderer's Name** **Tenderer's Address** Tenders issued in more than one volume shall be returned in the same manner and bound separately as per the tender volumes issued. 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.
[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.**

For Information Use Only

	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is 120 calender 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: *A site visit will be arranged for the appointed EAP at project inception phase.*
	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	The Tenderer is required to submit with his tender: 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) Company Registration Certificate 5) Certificates confirming Qualifications. 6) 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 F.3.11.3 (4c)	The procedure for the evaluation of responsive tenders is Method 2 (Functionalty, Price and Preference) The following preference point systems are applicable to all Tenders: 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.
F.3.11.9	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: **Returnable Schedule** — **Weighting %** T2.2.08 Tenderer's Experience — 20 T2.2.09 Key Personnel Assigned to the Work — 50 T2.2.12 Method Statement — 30 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.
	F.3.17 Provide copies of the contracts

For Information Use Only

F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1).
	F3.18 Provide written reasons for actions taken
F3.18	Refer to Section 39 of the Supply Chain Management Policy.
F3.19	Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 calender 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. uMngeni-uThukela Water's Standard Conditions of Tender and Conditions of Contract are available on uMngeni-uThukela Water's website https://www.umgeni.co.za/supplier-documentation/ **uMngeni-uThukela Water reserves the right to award the contract in whole or in part.**

For Information Use Only

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		[T2.10
T2.2.2	Bidders Disclosure		[T2.17
T2.2.3	Tax Compliance Status Letter Requirements		[T2.19
T2.2.4	Proof of Attendance at the Compulsory Clarification Meeting]		[T2.21
T2.2.5	Contract Participation Goals (CPG)		[T2.22
T2.2.6	Tenderer's Experience		[T2.26
T2.2.7	Key Personnel Assigned to the Work		[T2.29
T2.2.8	Experience of Key Personnel		[T2.30
T2.2.9	Proposed Organization and Staffing		[T2.33
T2.2.10	Method Statement		[T2.35
T2.2.11	Preliminary Programme		[T2.37
T2.2.12	Registration Certificate / Agreement / ID Document		[T2.39
T2.2.13	Amendments, Qualifications and Alternatives		[T2.40
T2.2.14	Record of Addenda to Tender Documents		[T2.42
T2.2.15	VAT Registration Certificate		[T2.43
T2.2.16	Schedule of Proposed Sub-Consultants		[T2.44
T2.2.17	Proof of Purchase of Tender Document		[T2.45
T2.2.18	Letter of Good Standing in terms of COID Act		[T2.46
T2.2.19	Preference Points claim form in terms of the PPPFA Regulations 2022		[T2.47
T2.2.20	Tenderer's Financial Standing		[T2.51
T2.2.21	Tenderer's Health and Safety Declaration		[T2.52
T2.2.22	Pro forma OHS Notification		[T2.53
T2.2.23	Letter of Intent to provide Professional Indemnity and Public Liabilty Cover		[T2.55
T2.2.24	Registration Certificates		[T2.56
T2.2.25	Central Supplier Database (CSD) Report		[T2.57

For Information Use Only

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 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 the 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: .....

For Information Use Only

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

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

For Information Use Only

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. .....

For Information Use Only

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. .....

For Information Use Only

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/Mrs .....and 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: .....

For Information Use Only

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 sigh 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 on ..... 20.....

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: .....

NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE MAY RESULT IN THE TENDERER RENDERED INCOMPLETE AND MAY BE DISQUALIFIED/ ALTERNTATIVELY THE TENDERER MAY ATTACH A SIGNED RESOLUTION ON THE ENTITY'S LETTERHEAD

For Information Use Only

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**

2.3.1 If so, furnish particulars:

……

……

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.

For Information Use Only

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.

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

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.

For Information Use Only

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.

For Information Use Only

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[]

CERTIFICATE OF ATTENDANCE

TENDER No. [2024/147]

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: .....

For Information Use Only

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective
The objective of uMngeni Uthukela 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 Uthukela Water's Supply Chain Management (SCM) Enterprise Development Database. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for uMngeni Uthukela Water's consideration.

Tenderers (the main Service Provider irrespective of BBBEE classification) who are on Umgeni Uthukela 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-measureable Items (including CPA, and provisional sums) – Each re-measureable 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 uMngeni-uThukela 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:

For Information Use Only

- CPG Partner/s are to be obtained from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes.
- In the event of services where uMngeni-uThukela Water does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration by uMngeni-uThukela Water.

- Main service provider may propose a suitable CPG Partner/s, but uMngeni-uThukela 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 uMngeni-uThukela 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 without the written approval of uMngeni-uThukela 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 uMngeni-uThukela 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

- uMngeni-uThukela 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, uMngeni-uThukela 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**.

For Information Use Only

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

UMNGENI-UTHUKELA 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 for the bidder or any of its directors shall have no recourse against Umgeni Uthukela Water.

4. I am authorised 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;

For Information Use Only

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela Water in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela 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 uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela 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 (uMngeni-uThukela Water and the Bidder); and uMngeni-uThukela 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

For Information Use Only

T2.2.6 TENDERER'S EXPERIENCE [20]

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 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.

Project name and location	Duration and Year Completed	Rand Value of work incl. VAT (Fee not project value)	Size/Capacity (of Infrastructure to be Designed)	Client/Employer	Client reference Contact Details

For Information Use Only

T2.27.

Scoring of the Tenderer's Company experience will be as follows: [**20**]

DESCRIPTION	MAX POSSIBLE SCORE
[**Tenderer's Experience** **Company experience in projects comprising undertaking of the Environmental Impact Assessment process and obtaining of Environmental Authorizations (Submit proof of previous experience in the form of Reference Letters of completed work).** • 3 projects - 50 points • 4 projects - 60 points • 5 projects - 70 points 10 additional point for every project more than 5 projects to a maximum of 100 points.	**100**

]

For Information Use Only

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

For Information Use Only

T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK

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**	
2.	**HYDROLOGIST/ENGINEER**	
3.	**LEGAL PRACTITIONER**	
4.	**ENGINEER**	

For Information Use Only

T2.2.8 EXPERIENCE OF KEY PERSONNEL [50]

Provide relevant information (CV's) as prescribed below for each of the Key Personnel proposed in Section T2.2.7.

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. [ENVIRONMENTAL ASSESSMENT PRACTITIONER]

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 (**<u>not more than 3 pages)</u>** in the required format below, shall be provided for each key person should be attached to this schedule. Note that Copies of Qualifications and Professional Registration Certificates should be attached separately to Section T2.2.23.

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 **<u>and the scoring criteria below</u>**. The outline shall include start and finish dates of the assignments

The scoring of the experience of Key Personel shall be as follows: [**50**]

[EXPERIENCE OF KEY PERSONNEL **The Environmental Assessment Practitioner and his/her team must supply information to show experience relating to undertaking the Impact Assessment Study with respect to the various fields as shown below:**	[**100**

EXPERIENCE OF KEY PERSONNEL in relation to the scope of works (50%)					
Sub criteria		**Scoring Criteria**	**Max Points**		**TOTAL**
	With relevant **experience** in projects undertaken as an EAP (Submit proof of previous experience i.e. Reference	has completed **THREE (3)** projects as an Environmental Assessment Practitioner.	30		**40**
		has completed **FOUR (4)** projects as an Environmental Assessment Practitioner.	35		
		has completed **FIVE (5)** projects as an Environmental Assessment Practitioner.	40		

For Information Use Only

	Letters of completed work)				

Hydrologist / Engineer	**Qualifications**	**Honours degree** in Natural Science/Engineering or equivalent Science degree. If the qualification was not obtained from South Africa, the tenderer is required to obtain confirmation from SAQA of the equivalent qualification with respect to South African standards.	4	**10**	**25**
		Be registered with **SAICE** or **SACNASP** or equivalent body.	6		
	With relevant 5 years' **experience** or more hydraulic flood analysis studies utilising hydrological, hydraulic and spatial modelling tools of both river/dam and urban drainage networks	has completed **THREE (3)** projects as a Hydrologist/Engineer. Projects and Client contact details must be listed.	5	**15**	
		has completed **FOUR (4)** projects as a Hydrologist/Engineer. Projects and Client contact details must be listed.	10		
		has completed **FIVE (5)** projects as a Hydrologist/Engineer. Projects and Client contact details must be listed.	15		

Legal Practitioner	**Qualifications**	**Bachelor of Laws** degree including **a post graduate qualification** in Environmental Law	2	**5**	**15**
		Be admitted as either and advocate or attorney of the High Court of South Africa	3		
	With a proven track record and at least 5 years' **experience** in dealing with EIA legal requirements.	has completed **THREE (3)** projects as a Legal Practitioner.	3	**10**	
		has completed **FOUR (4)** projects as a Legal Practitioner.	5		
		has completed **FIVE (5)** projects as a Legal Practitioner.	10		

Engineer	**Qualifications**	**BSc / BEng Degree** in Civil Engineering.	3	**5**	**20**
		ECSA registration as a Professional Engineer.	2		
	With relevant **experience** in projects undertaken as an Approved Profession Person on projects relating to category III dam design. (Submit recommendation letters per completed project)	Has completed **THREE (3)** projects as an Approved Profession Person on projects relating to category III dam design.	5	**15**	
		Has completed **FOUR (4)** projects as an Approved Professional Person on projects relating to category III dam design.	10		
		Has completed **FIVE (5)** projects as an Approved professional Person on projects relating to category III dam design.	15		

For Information Use Only

T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

For Information Use Only

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.

]

For Information Use Only

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

For Information Use Only

T2.2.10 METHOD STATEMENT [30]

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.

- [Demonstrate an understanding of the scope of work required. The Environmental Assessment Practitioner must explain his / her understanding of the objectives of the assignment and highlight the issues of importance and explain their proposed technical approach.
- Identify key environmental impacts and propose an Environmental Management Plan to address the impacts
- Explain the methodologies which are to be adopted for the study.
- Include a work programme indicating time frame and deliverables.
- Include a quality plan which how each component within the Impact Assessment Study will use its processes, procedures and associated resources to undertake the specific scope of work. The work to be undertaken and deliverables should be clearly stated. Additionally, indicate the potential risks and how they will be managed to ensure achievement of the desired study outcomes.]

[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 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	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.

For Information Use Only

T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

For Information Use Only

T2.2.11 PRELIMINARY PROGRAMME [N/A]

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.

[*(Note to the compiler: Provide a short description of the items to be include in the programme to enable the bidder to give meaningful response to this item – Delete this note)*]

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

For Information Use Only

T2.2.11 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

For Information Use Only

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

For Information Use Only

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. uMngeni-uThukela 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.]

For Information Use Only

(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 .....

For Information Use Only

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 uMngeni-uThukela 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 Date
(of person authorized to sign on behalf of the tenderer)

For Information Use Only

T2.2.15 VAT REGISTRATION CERTIFICATE

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

For Information Use Only

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 .....

For Information Use Only

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT [- NOT APPLICABLE]

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

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

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering

For Information Use Only

process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

For Information Use Only

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated under the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotion of South African owned enterprises	10	
An entity which is at least 51% owned by Black People	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

For Information Use Only

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

…… **SIGNATURE(S) OF TENDERER(S)** **SURNAME AND NAME:** …… **DATE:** …… **ADDRESS:** …… ……

For Information Use Only

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)

For Information Use Only

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)

For Information Use Only

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:

   ……
   ……
   ……

For Information Use Only

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: .....

For Information Use Only

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

EAPASA Registration

For Information Use Only

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

For Information Use Only

TENDER NO: [2024/147]

TENDER TITLE:

[APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER - HENLEY DAM IMPACT ASSESSMENT STUDY]

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

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: [Mbali Ngema]
Telephone: 033 341 1323

Name of Tenderer: _____

National Treasury CSD Number: _____

For Information Use Only

TABLE OF CONTENTS

DESCRIPTION	PAGE	SHEET COLOUR
VOLUME 1		
THE TENDER		
T1 TENDERING PROCEDURES		
T1.1 Tender Notice and Invitation to Tender	T1.1	White
T1.2 Tender Data	T1.3	Pink
T.2 RETURNABLE DOCUMENTS		
T2.1 List of Returnable Documents	T2.1	Yellow
T2.2 Returnable Schedules and Documents	T2.3	Yellow
VOLUME 2		
THE CONTRACT		
C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.2	Yellow
C1.2 Contract Data	C1.7	Yellow
C.2 PRICING DATA		
C2.1 Pricing Instructions	C2.1	Yellow
C2.2 Pricing Schedule	C2.2	Yellow
C.3 SCOPE OF WORK	C3.1	Blue
[ ]		
C.4 SITE INFORMATION	C4.1	Green
[		
C.5 ANNEXURES (Omit if not applicable)	C5.1	White
C5.1 Drawings]		

For Information Use Only

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.

For Information Use Only

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 **an Environmental Assessment Practitioner who will undertake the Impact Assessment Study for the Henley Dam.**

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.

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 ……

For Information Use Only

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

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 authorised to sign the acceptance)* .....

Name: *(of signatory in capitals)* .....

Capacity: *(of Signatory)* .....

Name of Employer: *(organization)* uMngeni-uThukela Water

Address: 310 Burger Street, Pietermaritzburg

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

AS WITNESS

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

Date: .....

For Information Use Only

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by uMngeni-uThukela 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, uMngeni-uThukela 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 uMngeni-uThukela 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 Information Use Only

FOR THE TENDERER:

Signature: .....
Name: .....
Capacity: .....
Tenderer: *(Name and address of organization)*.....

Witness:
Signature: .....
Name: .....
Date: .....

FOR UMNGENI UTHUKELA WATER

Signature: .....
Name: .....
Capacity: .....

Witness:
Signature: .....
Name: .....
Date: .....

For Information Use Only

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: .....

For Information Use Only

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 [not] be applicable
   [*Note to compiler: delete the word "not" if CPA is applicable and delete this note.*]

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.

For Information Use Only

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is uMngeni-uThukela Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: **Nomsa Nkasa** The address for receipt of communications is: Telephone: **033 341 1365** Facsimile: **033 431 1349** E-mail: **nomsa.nkasa@umgeni.co.za** Address: **310 Burger Street, Pietermaritzburg, 3201**
1	The Project is for the appointment of an Environmental Assessment Practitioner to undertake the Impact Assessment Study for the Henley Dam.
1	The Period of Performance is 35 weeks from the Commencement Date.
3.5	The location for the performance of the Project is Henley Dam in the Nadi Traditional Authority within uMsunduzi Local Municipality in Pietermaritzburg - Kwa-Zulu Natal.
3.9.2	The fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R ?
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 (3rd Edition, CIDB document 1015)
4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide the following minumum insurances: 1. Public Liability Insurance Minimum Cover is: R 5 000 000 (Five million rand) Period of cover: For the period of performance 3. Professional Indemnity Insurance Minimum Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 Change of any of the Key Personnel including the Environmental Assessment Practitioner, the Hydrologist, the Engineer and the Legal Practitioner. 2 Changing or amending the scope of work from that set out in the tender document or that which will result in financial implications. 3. Sub-contracting any work for which he/she hasn't the skill and competency to perform. 4. Using the contingency amount. 5. Extending the period of performance to exceed the set timeframe of 8 months.

For Information Use Only

7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under Clause 8.5 is not to exceed 6 weeks.
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.
1	Delete the word of "Start" from "Start Date" and replace with "Commencement "and substitute the words "Contract Date" with "Form of Offer and Acceptance".

For Information Use Only

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data
1	The Service Provider is. Name: ..... Address: .... Telephone: ..... Facsimile: .....
5.3	The authorized and designated representative of the Service Provider is: Name: ..... The address for receipt of communications is: Address: .... Telephone: ..... Facsimile: .....
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are:

Name	Specific duties

For Information Use Only

~~**PART C2: PRICING DATA**~~

PRICING TO BE DONE BY MEANS OF A PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

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. **Pricing Schedule** - the Tenderer is required to fill in the Pricing Schedule and complete the pricing calculations set down in C2.2 Pricing Schedule, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.

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. **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.

1.5. **Interim Monthly Payments** - interim monthly payments shall be made within each work stage, for work assessed to have been completed within the month.

For Information Use Only

C2.2 PRICING SCHEDULE

Table 1. Work Stages and Proportion of Fee to be paid for completion of each stage

Item No.	Description	Units	Quantity	Rate	Amount (R)
SECTION 1: PROJECT MANAGEMENT					
1.1	Enquiry meeting with the authority to confirm project scope and environmental legal requirements;	Sum	1	R	R
1.2	Liaison with specialists, engineers and relevant stakeholders, landowners	Sum	1	R	R
1.3	Site inspection to determine environmental requirements	Sum	1	R	R
1.4	Attend progress meetings to provide uMngeni - uThukela Water team with updates (make provision for 10 meetings)	No.	10	R	R
1.5	Management of the subcontractors	Sum	1	R	R
	Sub Total 1 for Project Management carried to summary page				R
SECTION 2: ENVIRONMENTAL IMPACT ASSESSMENT					
2.1	Draft EIR Report prepared and comments obtained from Interested and Affected Parties (I&APs)	Sum	1	R	R
2.2	Consolidated Risk Matrix for all specialist studies (draft and final)	Sum	1	R	R
2.3	Update EIR Report with comments and submit to EDTEA	Sum	1	R	R
2.4	Draft EMP's updated with comments obtained from uMngeni - uThukela Water, EDTEA and I&APs	Sum	1	R	R
2.5	Prepared and received approval for the Plan of Study	Sum	1	R	R
2.6	Environmental Impact Assessment Report and Management Plan with Risk Assessment	Sum	1	R	R
2.7	Approved Economic Analysis Report	Sum	1	R	R
2.8	Approved Heritage Assessment Report	Sum	1	R	R
2.9	Submission and approval of the Impact Assessment Study	Sum	1	R	R
2.10	Submission and approval of the Public Participation Report			R	
2.11	Presentation of the Impact Assessment Report to the project team	Sum	1	R	R
2.12	Attend progress meetings and updates to the project team	No.	10	R	R
2.13	Adhoc meetings with client	No.	8	R	R
2.14	Attend progress meetings and updates to the project team	No.	10	R	R
2.15	Budgetary Allowance for any other specialist studies that may be requested by the authorities	Sum	1	R 100 000.00	R 100 000.00
	Sub Total 2 for the Environmental Impact Assessment carried to summary page				R
SECTION 3: PROVISIONAL SUM					
3.1	Provisional Sum for Social Engagements	Prov Sum	1	R 2 300 000.00	R 2 300 000.00
	Sub Total 3 for the Provisional Sum carried to summary page				R 2 300 000.00
SECTION 4: FLOOD ASSESSMENT					
FLOOD HYDROLOGY					
4.1	Research widely accepted methodologies	Sum	1	R	R
4.2	Peak discharge calculation	Sum	1	R	R
FLOOD DELINIATION					
4.3	Survey	Sum	1	R	R
4.4	Hydraulic analysis	Sum	1	R	R
4.5	Mapping of flood lines on GIS	Sum	1	R	R

For Information Use Only

FLOOD ANALYSIS					
4.6	Flood hazard research	**Sum**	**1**	**R**	**R**
4.7	Flood hazard areas within a 100-year flood line	**Sum**	**1**	**R**	**R**
4.8	Flood hazard Ratings	**Sum**	**1**	**R**	**R**
4.9	Map land use types	**Sum**	**1**	**R**	**R**
4.10	Determine hazard risks	**Sum**	**1**	**R**	**R**
4.11	Map flood hazard areas	**Sum**	**1**	**R**	**R**
FLOOD DAMAGE ANALYSIS					
4.12	Flood damage research	**Sum**	**1**	**R**	**R**
4.13	Develop property database	**Sum**	**1**	**R**	
4.14	Provide flood damage costs	**Sum**	**1**	**R**	**R**
4.15	Map flood damaged properties	**Sum**	**1**	**R**	**R**
4.16	Develop damage costs for all flood return periods	**Sum**	**1**	**R**	**R**
DELIVERABLES					
4.17	Prepare results as per Client GIS specifications	**Sum**	**1**	**R**	**R**
4.18	Map 1:50, 1:100, 1:200-year flood lines and dam break flood lines together with backwater analysis	**Sum**	**1**	**R**	**R**
4.19	Supply digital 1:50, 1:100, 1:200-year flood lines and dam break flood lines	**Sum**	**1**	**R**	**R**
4.20	Supply digital Elevation Model of the main river channel	**Sum**	**1**	**R**	**R**
4.21	Present all information in a bound report or suite of reports	**Sum**	**1**	**R**	**R**
4.22	Prepare results as per Client GIS specifications	**Sum**		**R**	**R**
4.23	Monthly progress reports (Flood Analysis)	**Sum**	**1**		**R**
	Sub Total 4 for Flood Assessment carried to summary page				
SECTION 5: ENGINEERING REQUIREMENTS BASED ON ECSA GUIDELINES					
5.1	Inception	**Sum**	**1**	**R**	**R**
5.2	Concept and viability	**Sum**	**1**	**R**	**R**
5.3	Input into Environmental Studies	**Sum**	**1**	**R**	**R**
5.4	Close out	**Sum**	**1**	**R**	**R**
5.5	Disbursement	**Sum**	**1**	**R**	**R**
	Sub Total 5 for the Engineering Requirements carried to summary page				**R**
SECTION 6: LEGAL REQUIREMENTS					
6.1	Research on rights of land occupiers • Security of tenure • Burial rights • Succession, etc	**Sum**		**R**	**R**
6.2	Research on responsibility of Municipality to provide services to land occupiers.	**Sum**		**R**	**R**
6.3	Research on responsibility of Municipality in terms of the Spatial Planning and Land Use Management Act (SPLUMA)	**Sum**		**R**	**R**
6.4	Research on legislation and regulations related to occupation of riparian land.	**Sum**		**R**	**R**
6.5	Research on safety legislation and regulations related to occupation of riparian land.	**Sum**		**R**	**R**
6.6	Research on legislation and regulations related to sub-division and donation of land to occupiers.	**Sum**		**R**	**R**
	Sub Total 6 for the Legal requirements carried to summary page				**R**

The Social Facilitator in Section 3 will be appointed as per UUW panel.

For Information Use Only

Table 1: Summary of Work Stages

A. **Subtotal 1** for **Project Management**	**R**
B. **Subtotal 2** for **Environmental Impact Assessment**	**R**
C. **Subtotal 3** for **Provisional Sum for Social Engagements**	**R**
D. **Subtotal 4** for **Flood Assessment**	**R**
E. **Subtotal 5** for **Engineering Requirements**	**R**
F. **Subtotal 6** for **Legal Requirements**	**R**
G. **Total for all items** (Sum of A to F) excluding VAT	**R**
H. Contingencies @ 10% **G**	**R**
I. Total (G +H)	**R**
J. Add VAT @ 15% on I	**R**
K. Total Amount including VAT (carried to form, C1.1, Form of Offer)	**R**

IMPORTANT NOTES:

- THE RESOURCE FOR ITEM **C** (**PROVISIONAL SUM FOR SOCIAL ENGAGEMENTS)** WILL BE APPOINTED THROUGH UMNGENI - UTHUKELA WATER'S PANEL
- ITEM **H (CONTINGENCIES)** WILL BE USED AT THE EMPLOYER'S / PROJECT MANAGER'S DISCRETION

For Information Use Only

PART C3: SCOPE OF WORK

The services of a suitably qualified and competent (EAP) are required to undertake the Impact Assessment Study for the Henley Dam project. The Henley Dam property occurs on Portion 12 of the Farm Zwartkop Native Location No. 4669 and is legally owned by uMngeni-uThukela Water within Inadi Traditional Authority of the Pietermaritzburg area in the province of KwaZulu - Natal. The dam was decommissioned more than fifteen (15) years ago and is currently being used by uMngeni-uThukela Water for flushing the system and serves to release water for the Duzi Canoe marathon which is an event that occurs once a year. The locality map and extent of the study area are shown in **Figure 1** below. The Henley dam has a length of 3.37 kilometres and an elevation of 926 metres. The dam is situated close to the Zibomvini and Dambuza area and has the GPS coordinates 29° 37' 40" S; and 30° 14' 40" E.

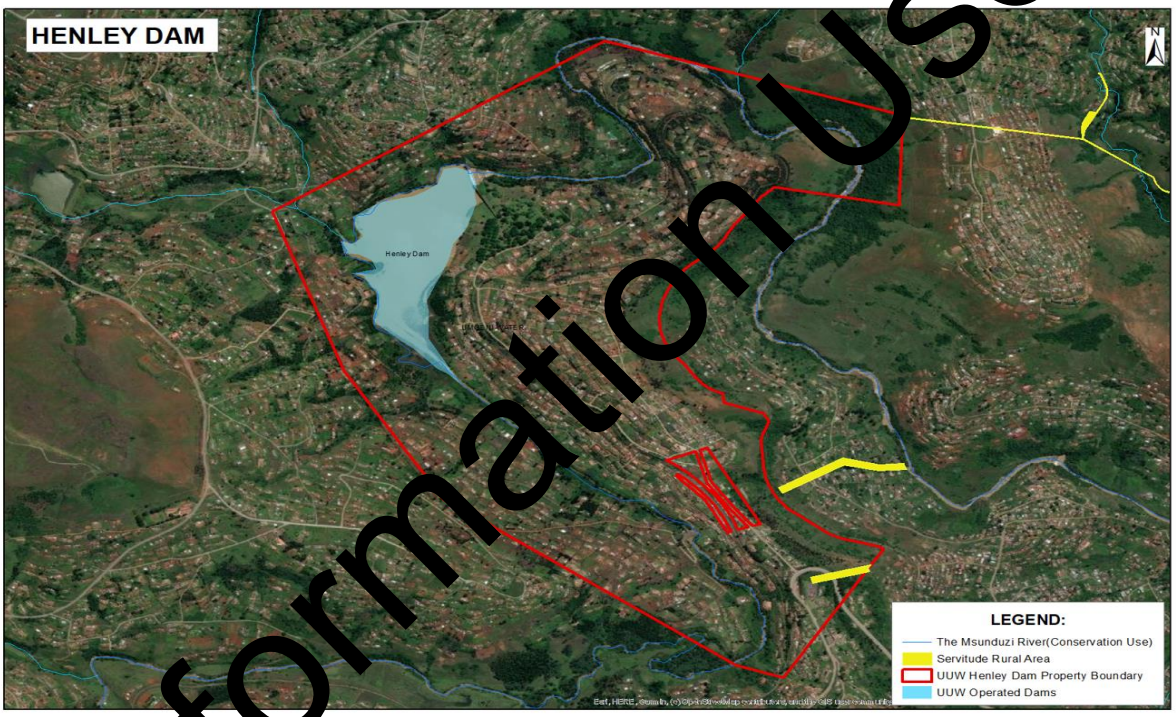

Figure 1: General layout of the Henley Dam

The Henley Dam is situated within the North Eastern portion of the Vulindlela area. Vulindlela is situated to the west of Pietermaritzburg and northwest of the Greater Edendale area. It is one of four management areas within Msunduzi and totals 40% of the municipal land area, covering approximately 25 000 hectares. It has the second highest population and accommodates 85 000 housing structures of 161 562 people. Vulindlela has nine wards and is a predominantly rural traditional settlement administered by Ingonyama Trust. It is considerably less developed and less economically active than the other management areas in Msunduzi

The Henley Dam property comprises of the Henley dam and the surrounding land which has been illegally occupied by numerous dwellers of the Inadi Traditional Authority. The Henley Dam area, is a relatively small area, but is an important part of Vulindlela and over the years, has faced a trend of

For Information Use Only

uncontrolled urbanisation with a number of existing upmarket dwellings which have been erected within the vicinity of the water body, some of which fall within the 1 in 100 year floodline. A total area of 385ha of residential land has been identified within the Henley dam and the surroundings.

The land is privately owned by uMngeni-uThukela Water, a parastatal organisation which has previously requested the Municipal's intervention to address the issue. Over the years, several failed attempts have been encountered regarding the eviction of fully settled illegal occupiers on the area or land around the dam. An urgent need has arisen to undertake an impact assessment study for the evaluation and assessment of the impacts from the activities that are taking place at the Henley dam property. The outcome of the assessment study will inform a decision that must be taken by uMngeni-uThukela Water on whether to subdivide the water body from the parent property and manage the activities of the dam in terms of the National Water Act or alternatively decommission the dam.

The services of a suitably qualified and competent Environmental Assessment Practitioner (EAP) will be procured. Their role will be to undertake the impact assessment study and provide the necessary input that will assist uMngeni-uThukela Water's decision making process. The outcomes of the impact assessment study will inform uMngeni-uThukela Water's management on whether to subdivide the property or decommission the dam.
]

1. Employer's objectives

[The purpose of this document is to secure the services of a suitably qualified and competent Environmental Assessment Practitioner (EAP) who will undertake the impact assessment study and provide the necessary input that will assist uMngeni - uThukela Water's decision making process. The outcomes of the impact assessment study will inform uMngeni - uThukela Water's management on whether to subdivide the property or decommission the dam.]

2. Description of the services

[The study seeks to assess the following wide ranging impact issues for both options, which will need to be integrated to provide a desirable outcome:

a. Environmental Impact Assessment identifying environmental impacts followed by the development of a management plan to addressing the impacts
b. Public Participation and Social Impact Assessment identifying social issues, stakeholder engagement, managing and monitoring of the social impacts resulting from the project.
c. Economic Impact Assessment assessing the economic benefits of keeping the dam versus decommissioning it (benefits brought by the KZN Canoe Union-Duzi canoe race). The property evaluation process will have to be undertaken for the houses in the affected area.
d. Legal Implications will have to be researched because of the continued encroachment within the 100-year flood line which poses a legal risk to UUW. UUW needs to assess its legal standing should there be floods leading to lives and properties being lost. The current land legal rights need to be assessed together with the rights of other organs of state on the property.

For Information Use Only

e. Flood analysis will be undertaken to determine flood prone areas to be indicated by flood lines
f. Decommissioning Impact Assessment identifying decommissioning options for the dam and the associated impacts and mitigation measures.]

3. Extent of the services

The details of the scope of work for each individual component mentioned in 2 above, are outlined below:

3.1 DESCRIPTION OF THE ENVIRONMENTAL SCOPE

The scope of work for the appointed EAP is two-fold:

Firstly, the EAP has to ensure closure of non-compliance that was issued by the Department of Economic Development, Tourism and Environmental Affairs (EDTEA) in 2015 for commencement of an activity without obtaining an Environmental Authorisation at the Henley Dam, on Farm Zwartkop No.4669 within uMsunduzi municipality. The compliance notice would require the following steps to be implemented:

- Appointment of an independent Environmental Assessment Practitioner to investigate, evaluate and assess the impact of the unauthorised activity on the environment and provide a report to the department;
- Submission of a plan of study to the Department for approval prior to commencing the assessment process;
- Submission of the Impact Assessment Report;
- Direct consultation with the Department of Water and Sanitation, Ezemvelo KZN Wildlife, uMsunduzi Municipality and all landowners within 100 metres of the site; and
- An Issues/Response Table that includes all issues raised by the I&AP's and the EAP's responses thereto and to include copies of all the I & AP's correspondence.

Secondly, the appointed EAP will be the main PSP for all the subcontractors in the specialist fields which include the Hydrologist, the Engineer, and the Legal Practitioner. The EAP is also expected to prepare a proposal and itemized bill of environmental quantities with cost estimates for the Environmental Impact Assessment (EIA) process, the Public Participation Process (PPP) and the other complementary report required for the assessment for submission to the EDTEA. These reports will be required should the decommissioning process be required. The EAP's input will be used to inform uMngeni-uThukela Water's decision on whether to subdivide the property or decommission the Henley Dam.

The scope of the EAP shall include but will not be limited to:

1. Undertaking of a desktop analysis to determine the status quo of the entire project footprint;

For Information Use Only

2. Submission of a Plan of Study to EDTEA for approval prior to commencing with the assessment process;
3. Undertaking of site visits of the entire project footprint to determine the current condition of the affected areas;
4. Undertaking of the Environmental Impact Assessment to identify the environmental impacts and the development of an Environmental Management Plan to address the impacts;
5. Conduct an Economic Analysis to determine the cost - benefit for either sub-dividing the dam property or decommissioning of the dam;
6. Submission of a Public Participation Report that has been prepared by the Social Facilitator
7. A heritage Impact Specialist to 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 especially within the within the 100m of the dam. A map showing the location and the age of the graves to be prepared for submission to AMAFA.
8. An Impact Assessment Report showing the two different scenarios and what is required for each (sub-division or decommissioning option).

3.2 DESCRIPTION OF THE SOCIAL ENGAGEMENT SCOPE

A competent Social Facilitation PSP will conduct an individual assessment and consultation process with the affected communities within the specified areas as presented. A successful Service Provider is expected to submit a concise plan to indicate functions to be performed in each stage of the project as follows:

Table 1: Social Engagement Process Components

Work Components to be undertaken	Major Activities	Key Deliverables
Engagement with Madi Traditional Authority	Traditional Authority Consultation to inform consult about the study and establish all expected protocols and logistics	Minutes of meetings. Traditional Authority acknowledgement and consent for the project
Engagement with affected Ward Councillor and ward committee	Ward Councillor Consultation to include introduction of project Team and purpose of study	Minutes of meetings with Ward Councillor and ward committee
Stakeholder Mapping and Analysis	Undertake the social baseline survey and needs assessment within the area in which organisation is implementing the study taking into account institutional, tribal, socio-economic, socio-political and vulnerability implications on the study.	Stakeholder Mapping and analysis report.
Landowner profiling,	Engagements with affected landowners to establish those in the footprint of the study	Landowner Profile; Written Proof/ evidence of landowner consultations in the form of letters delivered and signed register
Obtaining of prior permission / consent for access	Signing of consent for participation in the study.	Signed consent forms from landowners

For Information Use Only

Work Components to be undertaken	Major Activities	Key Deliverables
Landowner database establishment,	List and record all information related to the affected landowners demographics	Landowner database
Project initiation and introduction of project team to the community.	Consultations with local leadership to agree on timelines, venue and logistics.	Record of evidence and report of the introductory event
Establishment of Community Cluster/ Focus Groups Structures	Identify relevant key stakeholders, Facilitate Consultations with leadership to formulate a focus groups for participatory decision making,	Representative Focus group established Interactive engagement plan.
Community engagement, liaison, participation and monitoring from project initiation to handover	Facilitate all community liaison meetings as per study demands, conduct monitoring of activities that impact community to gather information which require escalation	Stakeholder Engagement Plan; The minutes of all meetings held with the relevant stakeholders, including community mobilization-meeting outcomes, shall be provided.
Public Participation Process	Practitioner to undertake landowner consultation and public participation to elicit comments from all interested and affected parties. Landowner title deed search and database establishment. Landowner consultation consent forms signed. Compile a database of all the I&AP's. Give notice to all potential I&APs (Fixing notice boards, giving written notice to occupiers of the affected land and parcels, placing advertisements, using reasonable alternative methods, local radio stations in local language). Develop / prepare a Public Participation Report which must be submitted to the responsible authority.	A public participation report including comments and response to be prepared (All records of the public participation process and activities to be compiled and documented in the public participation report)
Risk identification process	Identification of social risks for each option (sub-dividing the property or decommissioning the dam).	Social Risk register compiled for both options (sub-dividing the property or decommissioning the dam).

The selected Service Provider will be required to demonstrate an understanding about indicators of successfully mobilized communities and applying strategies that will promote collaborative engagements with all affected stakeholders, whilst promoting uMngeni - uThukela Water policies. **This appointment will be managed in-house through uMngeni- uThukela Water's panel.**

7.3 DESCRIPTION OF THE FLOOD ANALYSIS SCOPE

- Determine the 1:50, 1:100, and 1:200-year flood lines for both the backwater effect and downstream section of the dam as per sub-division boundary.
- Undertake a flood analysis which includes the mapping of the flood hazard and flood damage zones impacted by flood lines.

For Information Use Only

- Undertake the dam break scenario to assess the impacts if the wall was to fail under a flood event.
- Undertake flood analysis for 1:100-year flood plus (1.5m vertical or 15m horizontal) with a special focus on determining the buffer zone and/or purchase line.
- Use the results of the flood analysis impacts and other impacts to delineate the proposed sub-division boundary (using the DWS guidelines for the delineation of property boundaries on which dams are located) for use in the land subdivision application which aims to retain the smaller portion of land around the dam and dispose the rest of the property to the legitimate structure.

I. FLOOD HYDROLOGY

Widely accepted methodologies such as the Regional Maximum Flood (or similar) must be used to determine flood peaks.

- **Peak Discharge Calculation** - A peak discharge value with an associated recurrence interval can be calculated using various methodologies that typically fall into two categories, namely, deterministic and empirical.

II. FLOODLINE DELINEATION

- Survey - The source of the data for river cross sections can, potentially, be done in two ways. Firstly, cross section data can be extracted from the digital 2m contours from the 1:2000 orthophotos and supplemented with ground truthing at select points. Here attention should be given to changes in channel shape, structures in the river channel and floodplain (bridges, roads, etc.), and significant changes in channel bed gradient. The former affects main channel conveyance, while the latter will have localised but potentially significant influences on floodwater profiles. The second method would be to conduct a full survey of all the river reaches, with cross sections approximately 200 m apart. The core members of the study team, where appropriate, with the survey team undertaking the ground truthing exercise. If a full survey is required, this will be done by a dedicated survey team. The existing survey information if used will need to be scanned if necessary and vectorised as required and river cross sections extracted at a spacing not greater than 200m. However, the location of the cross sections will be determined by the floodplain topography and the model networks as described below.

- **Hydraulic analysis** - The intention is to undertake the hydraulic analysis and determine the floodwater profiles using either steady state or hydrodynamic modelling techniques. *Either the Hec-Ras (steady state) or other model (steady and hydrodynamic states) river modelling software should be utilised.*
  - Model network should be developed in accordance with topography, section spacing, major obstructions, river structures, and gradient,
  - Model development should be in accordance with software requirements,

For Information Use Only

- Setting of hydraulic parameters (channel roughness, etc.) should be undertaken,
- Model should be calibrated and sensitivity testing undertaken, and
- A simulation of the 1:50, 1:100 year, 1:200 and dam break flood events together with backwater analysis should be developed.

- **Mapping of flood lines on GIS -** The results of the hydraulic analysis will be mapped electronically e.g. using HEC-RAS so that the areas of potential inundation from the different scenarios can delineated. The methodology to be used for the mapping of the hydraulic analysis results will be discussed with the client and will only proceed after the client has signed-off on the methodology. All mapping will be undertaken as per the client's specifications.

III. FLOOD HAZARD ANALYSIS

Set out flood hazard areas within the 100-year flood line along each of the river networks and cross sections. The Flood Hazard Ratings should be based on flood depth and flow velocity, and there will be the opportunity to include duration of inundation where the hydrodynamic analysis has been undertaken. These will be broken into categories of 'High', 'Medium', and 'Low' and will be set with the client on the basis of methods published in South Africa. These areas will be mapped on a GIS for each reach in the river network. All mapping will be undertaken as per the client's specifications.

High risk areas will then be identified, based primarily on the Hazard Ratings mapped as above and land use within the floodplain. Hence the land use types along the river corridors within the study areas will need to be mapped. These will include typical land use categories of agricultural, recreation, residential, commercial, light & heavy industrial, but particular attention will be given to the nature of each land use type. For example, if warehousing is present, a question of interest would be what type of goods are usually stored there and how. Combining these assessments with the Hazard Ratings will enable Hazard Risk to be identified.

During this exercise, the services of a professional property valuer should be used to help set out and identify critical areas or land uses in the various categories. During this stage, data on property types should be collected for the database on flood damage, as described below.

IV. FLOOD DAMAGE ANALYSIS

The core of the flood damage analysis will be to have a property database. This should set out the property groups and should provide estimates of flood damage cost in accordance with the Flood Hazard Ratings.

The database must also seek to identify other damages potentially arising from a flood event, and thus will need to address:

- Tangible damages
- Primary damages
- Secondary damages

For Information Use Only

- Direct and Indirect damages
- Non-tangible damages

The availability of the most recent and relevant data for the above will need to be investigated. Various studies, some funded by the Water Research Commission, have been done on this topic in recent years. Information available from these studies will need to be used in this exercise. Gaps in the data should be addressed by seeking internationally published experience, though the applicability of international data to local conditions will be given careful scrutiny.

Flood damage will need to be assessed for a range of frequency levels, and hence the need to develop damage costs for the 20, 50, 100 and 200 year return periods. It is noted that the lower return periods are not required. However, flooding during the lower events tend to offer the greater economic damage over the long term, and therefore have the greater influence over the cost-benefit ratio. It is proposed that this aspect be reviewed during the Inception Phase.

3.4 DESCRIPTION OF THE ENGINEERING SCOPE

No person may begin to alter a dam with a safety risk or alter the normal operation of a dam with a safety risk unless he or she is in possession of a licence to alter the dam issued by the Director-General. Furthermore, any person who intends to alter a Category III dam must acquire the services of an approved professional person (APP) to design the alterations to the dam and to draw up plans and specifications for it. The approved professional person must be assisted by a professional team. The scope of work for this studies is only limited to stage 1& 2 as per ECSA guidelines for fees 2020.

3.4.1 INCEPTION

Defined as: Establish client requirements and preferences, assess user needs and options, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on the rights, constraints, consents and approvals.
- Define the scope of services required.
- Inspect the site and advise on the necessary analyses, tests and site or other investigations where such information will be required in future.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

For Information Use Only

3.4.2 CONCEPT AND VIABILITY

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project. The Service Provider will be required to assess the most viable solution to be taken to implementation taking cognisant the client's requirements in terms of the project objectives such as subdivision of the land or decommission of the dam.

- Agree documentation programme with principal agent or consultant and other consultants involved.
- Attend study and consultants' meetings.
- Establish the concept design criteria to be used in evaluating options.
- Prepare initial concept design and related documentation.
- Advise the client regarding further analyses, tests and investigations that may be required.
- Establish regulatory authorities' requirements and incorporate into the concept design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Provide cost estimates and life cycle costs, as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

3.4 **DESCRIPTION OF THE LEGAL SCOPE**

- Conduct research on the rights of land occupiers on security of tenure in terms of land rights legislation
- Conduct research on rights of land occupiers in respect of properties that are situated on riparian land
- Conduct research on what rights the successors of an occupier of land has with reference to succession legislation
- Investigate what responsibilities and obligations the Municipality has in providing services to communities that reside within its area of jurisdiction
- Conduct research on limitations that are imposed on land occupiers that reside on riparian land
- Conduct research on safety obligations that are imposed on land occupiers that reside on riparian land.
- Investigate whether uMngeni - uThukela Water will be liable if there is damage to property or loss of life to occupiers of the Henley Dam property.
- Investigate whether uMngeni - uThukela Water can evict occupiers that are situated within the 50 and 100 year flood lines for safety reasons.
- Investigate whether land occupiers that are within the flood lines would be entitled to any compensation if they are evicted.

]

4. Use of reasonable skill and care

For Information Use Only

[Where necessary, 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

[Information from other service providers should be obtained via the Project Manager.]

6. Brief

[Once the suitable EAP has been selected, a kick-off meeting will be arranged between the EAP and uMngeni-uThukela Water's project team.

The meeting will aim at:

- Confirming the Terms of Reference and any information needed;
- Obtaining additional project background information from uMngeni-uThukela Water's project team; and
- Confirming the project approach, project scope and design, reporting requirements and schedule.]

7. Reference data

[The successful service provider will be provided with Shapefiles of the project area and documents that are relevant for the scope of work under this project]

8. Applicable national and international standards

[The applicable legislation and regulations include but are not limited to:

- National Environmental Management Act
- National Water Act
- National Environmental Biodiversity Act
- DWS guidelines for the delineation of property boundaries on which dams are located
- Regional Maximum Flood (or similar methodology)
- Special Planning and Land Use Management Act (SPLUMA)
- ECSA Guidelines

]

[

9. Approvals

[

Where necessary, record of approval from the relevant authorities such as:

- Department of Economic Development, Tourism and Environmental Affairs
- AMAFA/SAHRIS
- EKZN Wildlife
- Local Municipality; and
- District Municipality.]

10. Access to land / buildings / sites

[The service provider will be required to consult with the landowners and Interested and Affected Parties (I & Aps where access to site/private land is required. (Also see item 4 above)]

11. Software application for programming

[The Hec-Ras (steady state) or other model (steady and hydrodynamic states) river modelling software should be utilised for hydraulic analysis.]

12. Quality management

For Information Use Only

- [All reports must be reviwed internally by the EAP before submission to uMngeni-uThukela Water
- Specialist reports must be peer-reviewed.]

16. Format of communications

- [Email communication of work progress at the agreed upon time frames.
- Submission of monthly progress reports to the Project Manager.
- Hard copies of the Impact Assessment Study Report and related documents
- Electronic copies of all reports to be provided on USB to the Project Manager.]

]

17. Key personnel

[Refer to Returnable Schedule T2.2.17 and C1.2 Part 2: Contract Data to be provided by the Service Provider**.** Should the need arise for the Key personnel to be replaced on the project, the successful bidder is required to first gain approval from the client before the said replacement can be implemented]

18. Management meetings

[Monthly or quarterly progress meetings with uMngeni - uThukela Water's project team will be necessary for the EAP.

]

19. Forms for contract administration

[uMngeni - uThukela Water project team will advise and provide documentation and forms to the successful bidder when required]

20. Electronic payments

[The service provider will be paid electronically through the normal uMngeni - uThukela Water's procedures.

]

21. Professional indemnity insurances

[At the time of tendering a letter of intent to provide professional indemnity insurance in accordance with insurance requirements listed C.1.2 Contract Data Clause 5.4.1 shall be provided as returnable document T2.2.27.

The tenderer who is awarded the contract shall provide the Employer's Project Manager with a certified copy of the professional indemnity and public liability insurance agreements within 14 calendar days of the receipt of an order from uMngeni - uThukela Water.

]

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. A reconciliatory spreadsheet must also be provided.]

24. Use of documents by the Employer

[Upon completion of the project, the Employer will require all documentation in electronic format. This must include all reports, specialist studies, supporting documents, data, and all documents related to the Impact Assessment Study.

For Information Use Only

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

List all property to be provided by the Employer and others for the service provider's use.

26. Proof of compliance with the law

State specific documents / methods by which compliance with any legislation is to be verified as necessary.

For Information Use Only

PART C4: SITE INFORMATION

The Henley Dam property occurs on Portion 12 of the Farm Zwartkop Native Location No. 4669 and is legally owned by uMngeni-uThukela Water within Inadi Traditional Authority of the Pietermaritzburg area in the province of KwaZulu - Natal. The dam was decommissioned more than fifteen (15) years ago and is currently being used by uMngeni-uThukela Water for flushing the system and serves to release water for the Duzi Canoe marathon which is an event that occurs once a year. The locality map and extent of the study area are shown in **Figure 1** below. The Henley dam has a length of 0.37 kilometres and an elevation of 926 metres. The dam is situated close to the Zibomvini and Dambuza area and has the GPS coordinates: 29° 37' 40" S; and 30° 14' 40" E.

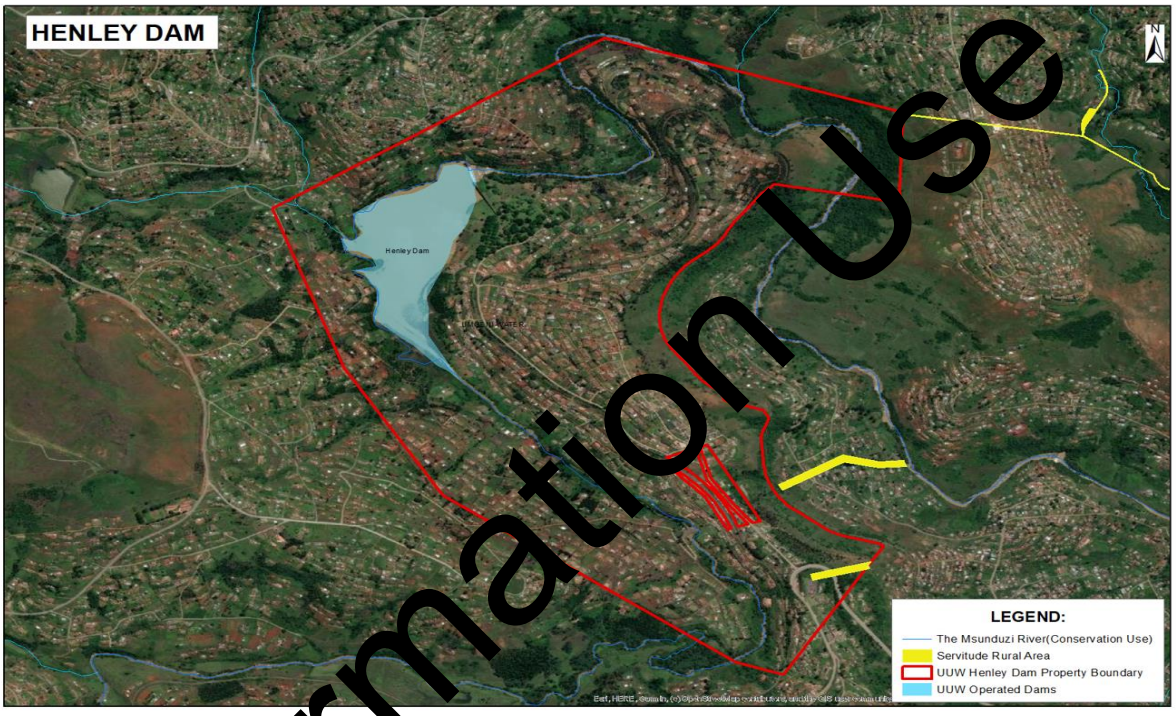

Figure 2: General layout of the Henley Dam

The Henley Dam is situated within the North Eastern portion of the Vulindlela area. Vulindlela is situated to the west of Pietermaritzburg and northwest of the Greater Edendale area. It is one of four management areas within Msunduzi and totals 40% of the municipal land area, covering approximately 25 000 hectares. It has the second highest population and accommodates 85 000 housing structures or 161 562 people. Vulindlela has nine wards and is a predominantly rural traditional settlement administered by Ingonyama Trust. It is considerably less developed and less economically active than the other management areas in Msunduzi

The Henley Dam property comprises of the Henley dam and the surrounding land which has been illegally occupied by numerous dwellers of the Inadi Traditional Authority. The Henley Dam area, is a relatively small area, but is an important part of Vulindlela and over the years, has faced a trend of uncontrolled urbanisation with a number of existing upmarket dwellings which have been erected within the vicinity of the water body, some of which fall within the 1 in 100 year floodline. A total area of 385ha of residential land has been identified within the Henley dam and the surroundings.

For Information Use Only

The land is privately owned by uMngeni-uThukela Water, a parastatal organisation which has previously requested the Municipal's intervention to address the issue. Over the years, several failed attempts have been encountered regarding the eviction of fully settled illegal occupiers on the area or land around the dam. An urgent need has arisen to undertake an impact assessment study for the evaluation and assessment of the impacts from the activities that are taking place at the Henley dam property. The outcome of the assessment study will inform a decision that must be taken by uMngeni-uThukela Water on whether to subdivide the water body from the parent property and manage the activities of the dam in terms of the National Water Act or alternatively decommission the dam.

The services of a suitably qualified and competent Environmental Assessment Practitioner (EAP) will be procured. Their role will be to undertake the impact assessment study and provide the necessary input that will assist uMngeni-uThukela Water's decision making process. The outcomes of the impact assessment study will inform uMngeni-uThukela Water's management on whether to subdivide the property or decommission the dam.]

For Information Use Only

Disclaimer
Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. Umgeni Uthukela Water will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013.