



TENDER NO: 2021/122

Appointment of EAP and specialists to undertake an Environmental Impact Assessment for the Mahlabatshane Phase 2 Project

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zakhele Cele
Telephone: 033 341 1313

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct at Umgeni Water on: Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freeport KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za <i>Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.</i>	Persons aggrieved by tender award decisions taken by Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement. 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

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>	<u>SHEET COLOUR</u>
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	C5.1	White

Tender Number: 2021/122

Tender Title: Appointment of EAP and specialists to undertake an Environmental Impact Assessment for the Mahlabatshane Phase 2 Project

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

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

In alignment with NEMA, the EAP and Specialists will be required to undertake the necessary Environmental Impact Assessments for the Mahlabatshane Phase 2 Project, to obtain environmental authorisations, permits, licences required before construction may commence.

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative.

Evaluation method:

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

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

The physical address for submission of Tender documents and the submission of Tenders is:
Umgeni Water, 310 Burger Street, Pietermaritzburg.

Instructions for accessing and for the submission of tender documents:

Tender Submission

The physical address for and the submission of Tenders is:

Umgeni Water, 310 Burger Street, Pietermaritzburg.

How to Access Tender documents

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to zakhele.cele@umgeni.co.za. Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 5 October 2021 to 16 October 2021.

A non-refundable tender fee of R200 payable by Electronic Fund Transfer is required before collecting the Tender Document. Proof of EFT payment is to be provided on collection. The said transfers may be made to:

BANK NAME;	NEDBANK LIMITED
ACCOUNT NAME:	UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER:	1196366594
REFERENCE:	2021/122 and Company Name.

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

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

Queries relating to the issue of these documents shall be addressed to: Zakhele Cele, Tel No.: 033 341 1313, e-mail: Zakhele.cele@umgeni.co.za

A non-compulsory clarification meeting with representatives of Umgeni Water will take place on Microsoft Teams on 19 October 2021 starting at 10h30.

The closing time for submission of tenders is **12h00 on 7 November 2021**.

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

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

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

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

Umgeni Water's standard conditions of tender are available on Umgeni Water's website https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

For any other tender adverts, please visit this website.

Umgeni Water's Standard Conditions of Tender and Conditions of Contract are available on Umgeni Water's website https://www.umgeni.co.za/pdf/cm009_standard_conditions_of_tender.pdf

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

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

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

www.umgeni.co.za/sustainable_development/sud.asp

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.”

F3.11.5 Method 4: Financial offer, quality and preferences

Delete this Clause in its entirety and substitute with:

“F.3.11.5 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.”

Clause F.3.11.9 Scoring Quality

Substitute the word ‘quality’ wherever it appears with the word ‘functionality’.

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

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

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

T1.4.

F.1.4 Communication and Employer's agent	
F.1.4	The Employer's agent is : <u>Tender Queries</u> Name: Zakhele Cele Address: 310 Burger Street, Pietermaritzburg Tel: 033 341 1313 E-mail: Zakhele.cele@umgeni.co.za
F.1.5 The Employer's right to accept or reject any tender offer	
F.1.5.2	The minimum period will be 3 months
F.2.1 Eligibility	
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; b) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; c) the Tenderer has completed and signed the Declaration of Interest and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; d) the Tenderer has completed and signed the Declaration of Independent Tender Determination and has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. e) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women Participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative. f) The EAP will be required to hold a minimum qualification of an Honours Degree in Natural Science, Environmental Science, Environmental Engineering or Agricultural Engineering, and hold an EAPASA/SACNASP Registration. g) Each Specialist will be required to hold a minimum of an Honours Degree in the relevant field and hold a SACNASP Registration. h) Heritage Specialist will be required to hold a minimum qualification of an Honours Degree and must be able to undertake archeological and paleontological assessments. Proof of AMAFA/SAHARA registration as an Archeologist and Paleontologist must be provided.

T1.5.

	F.2.7 Clarification meeting
F.2.7	There is a non-compulsory clarification meeting.
F.2.7	There shall be a non compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.
	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, plus a copy on USB
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 Title of Tender 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 .
	F.2.16 Tender offer validity
F.2.16.1	The tender offer validity period is ninety (90) days from the closing date .
	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.

T1.6.

	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) Certificate of Independent Bid Determination 5) Valid affidavit or certified copy of B-BBEE Status Level Certificate or sufficient evidence to confirm status as a qualifying EME 6) Company Registration Certificate 7) Registration Certificates of Professional bodies															
	F.3.4 Opening of tender submissions															
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.															
	F3.8 Test for responsiveness															
F.3.8	The minimum qualifying Functionality Evaluation Score shall be (seventy (70))points															
	F.3.11 Evaluation of tender offers															
F.3.11.3 F.3.11.7 F.3.11.8	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preference) in accordance with F.3.11.3 using formula 2 in F.3.11.7															
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: <table><thead><tr><th></th><th>Returnable Schedule</th><th>Weighting %</th></tr></thead><tbody><tr><td>T2.2.08</td><td>Tenderer's Experience</td><td>10</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>70</td></tr><tr><td>T2.2.12</td><td>Method Statement</td><td>10</td></tr><tr><td>T2.2.13</td><td>Preliminary Programme</td><td>10</td></tr></tbody></table> <u>Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.</u> 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.		Returnable Schedule	Weighting %	T2.2.08	Tenderer's Experience	10	T2.2.10	Experience of Key Personnel	70	T2.2.12	Method Statement	10	T2.2.13	Preliminary Programme	10
	Returnable Schedule	Weighting %														
T2.2.08	Tenderer's Experience	10														
T2.2.10	Experience of Key Personnel	70														
T2.2.12	Method Statement	10														
T2.2.13	Preliminary Programme	10														
	F.3.17 Provide copies of the contracts															
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one(1).															

T1.7.

	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 Umgeni Water, may lodge an appeal within 7 days of the date of the intention to award advertisement appearing in the relevant print media. The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@umgeni.co.za Note that appeals not addressed to the abovementioned email will not be considered. Umgeni Water's Standard Conditions of Tender and Conditions of Contract are available on Umgeni Water's website www.umgeni.co.za/sustainable_development/sud.asp Umgeni Water reserves the right to award the Contract in whole or in part.

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		T2.2
T2.2.2 Declaration of Interest		T2.9
T2.2.3 Declaration of Tenderer's Past Supply Chain Management Practices`		T2.12
T2.2.4 Tax Compliance Status Letter Requirements		T2.14
T2.2.5 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		T2.16
T2.2.6 Certificate of Independent Bid Determination		T2.17
T2.2.7 Contract Participation Goals (CPG)		T2.20
T2.2.8 Tenderer's Experience		T2.24
T2.2.9 Key Personnel Assigned to the Work		T2.27
T2.2.10 Experience of Key Personnel		T2.28
T2.2.11 Proposed Organization and Staffing		T2.31
T2.2.12 Method Statement		T2.33
T2.2.13 Preliminary Programme		T2.35
T2.2.14 Registration Certificate / Agreement / ID Document		T2.37
T2.2.15 Amendments, Qualifications and Alternatives		T2.38
T2.2.16 Record of Addenda to Tender Documents		T2.40
T2.2.17 VAT Registration Certificate		T2.41
T2.2.18 Schedule of Proposed Sub-Consultants		T2.42
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		T2.43
T2.2.20 Proof of Purchase of Tender Document		T2.50
T2.2.21 Letter of Good Standing in terms of COID Act		T2.51
T2.2.22 Tenderer's Financial Standing		T2.52
T2.2.23 Tenderer's Health and Safety Declaration		T2.53
T2.2.24 Pro forma OHS Notification	N/A	T2.54
T2.2.25 Letter of Intent to provide Public Liability		T2.65
T2.2.26 Letter of Intent to provide Professional Indemnity		T2.66
T2.2.27 Registration Certificates		T2.67

T2.2.28 Central Supplier Database (CSD) Report		T2.68
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FOR INFORMATION PURPOSES 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 to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

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

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned

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

.....

.....
SIGNATURE

.....
DATE

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

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.

E. CO-OPERATIVE

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

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

at

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

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.

2.

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr/Mrs, Mr/Mrs

Mr/Mrsand Mr/Mrs

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

(Name of Joint Venture)

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

In his/her capacity as:

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

Signature Date:

G. CONSORTIUM

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

Authority to sign on behalf of the consortium:

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

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

(Name of Consortium)

In his/her capacity as:

Signature Date:

T2.2.2 DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is
employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**T2.2.3 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(To be completed by Tenderer)**

- 1 This Section must form part of all Tenders invited.
- 2 It serves as a declaration to be used by Umgeni Water in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if such Tenderer, or any of its directors have-
 - a. abused Umgeni Water 's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury/Umgeni Water's database as companies or persons prohibited from doing business with the public sector?	Yes ☐	No ☐
4.1.1	If so, furnish particulars		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars		

FOR INFORMATION PURPOSES ONLY

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued.....)

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

FOR INFORMATION PURPOSES ONLY

T2.2.5 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING / SITE VISIT

CERTIFICATE OF ATTENDANCE

TENDER No. []

This is to certify that

(Tenderer)

of (address)

.....

.....

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

(location).....

..... on (date)

starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This section must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

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

T2.2.6 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (continued)

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

.....
(Name of Institution)

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

I certify, on behalf of: that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.2.7 CONTRACT PARTICIPATION GOALS

Objective

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

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

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

CPG Partner/s – Service provider/s selected from Umgeni Water's Supply Chain Management (SCM) Enterprise Development Database. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for Umgeni Water's consideration.

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

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 5% Black Women Participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

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

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

Applicability

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

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

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

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

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

Eligibility Criteria

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

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMGENI WATER

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

Full Names & Surname
(Duly authorized)

Signature

Date

Position

Name of Bidder

T2.2.8 TENDERER'S EXPERIENCE []

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

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

DESCRIPTION	MAX POSSIBLE SCORE
Company experience as EAP for projects requiring Environmental Impact Assessments/ Basic Assessments – Proof must be provided): • <1 project – 0 points • 1 project – 20 points • 2 projects – 40 points • 3 projects – 50 points • 4 projects – 60 points • 5 projects – 70 points, • 10 additional points for every project more than 5 projects to a maximum of 100 points	100

T2.2.8 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

1. Company experience as **EAP** in projects requiring **Environmental Impact Assessments/Basic Assessment**.

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

T2.2.9 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	Number of Key personnel	Key Person Names
1.	EAP		
2.	EAP/Project Leader for Water Use Licence application		
3.	EAP for Waste Management License / Approvals		
4.	Specialist – Heritage Impact Assessment		
5.	Specialist – Biodiversity/ Ecological Assessments		
6.	Specialist – Wetlands Assessments		
7.	Specialist – Rehabilitation Plans		
8.	Specialist – Socio-Economic Assessments and Public Participation		

T2.2.10 EXPERIENCE OF KEY PERSONNEL []

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

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

- A. EAP: Environmental Impact Assessments/Basic;
- B. EAP/Project Leader: for Water Use License application;
- C. EAP: for Waste Management License / Approvals
- D. Specialist: Heritage Impact Assessment (Specialist must be able to undertake archeological and paleontological assessments).
- E. Specialist: Biodiversity/ Ecological Assessments
- F. Specialist: Wetlands Assessments
- G. Specialist: Rehabilitation Plans and BoQ
- H. Specialist: Socio-Economic Assessments and Public Participation []

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

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

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

Each CV should be structured under the following headings:

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

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

The proposed study team for the study including CV's showing experience in projects of a similar nature. This must include details of the Study Leader; back-up

The Key Personnel required below must supply information relating to projects undertaken to show experience. The information provided will be subject to verification.

Experience of EAP in projects requiring Environmental Impact Assessments/Basic Assessments, Submit proof of previous experience.:

- <1 projects – 0 points
- 1 project – 5 points
- 2 projects – 10 point,
- 3 projects – 20 points,
- 4 projects – 30 points,
- 5 projects – 35 points,
- 5 additional points for every project more than 5 projects to a maximum of 50 points.

100

Experience of EAP/Project Leader in projects requiring Water Use Licence. Submit proof of previous experience.:

- <1 projects – 0 points
- 1 project – 5 points
- 3 projects – 10 points,
- 5 projects – 15 points,
- 5 additional points for every project more than 5 projects to a maximum of 25 points.

Experience of EAP/Project Leader in projects requiring Waste licences. Submit proof of previous experience.:

- <1 projects – 0 points
- 1 project – 5 points
- 3 projects – 10 points,
- 5 projects – 15 points,
- 5 additional points for every project more than 5 projects to a maximum of 25 points.

T2.2.10 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

Key Personnel	Name and Surname	Highest Qualification obtained	Professional Registration (include registration numbers)	Total number of projects/assessments completed as the Key Personnel
EAP – Environmental Impact Assessments/Basic				
EAP/Project Leader - for Water Use License application;				
EAP for Waste Management License / Approvals				
Specialist – Heritage Impact Assessment (Specialist must be able to undertake archeological and paleontological assessments)				
Biodiversity/ Ecological Assessments				
Specialist – Wetlands Assessments				
Specialist – Rehabilitation Plans and BoQ				
Specialist – Socio-Economic Assessments and Public Participation				

Attached proof of qualifications and Professional Registrations

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

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

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

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

Key Personel: EAP experience in projects requiring **Waste Management Licence/Approvals**.

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

Key Personel: Specialist experience in projects requiring **Heritage Impact Assessment Approvals. Specialist must be able to undertake archeological and paleontological assessments.**

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

Key Personel: Specialist experience in projects requiring **Biodiversity/Ecology Assessments**
(submit proof of previous experience).

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

Key Personel: Specialist experience in projects requiring **Wetland Assessment**, for water related bulk water/wastewater services (submit proof of previous experience).

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

Key Personnel: Specialist experience in projects requiring **Rehabilitation Plans and BOQ** (submit proof of previous experience).

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

Key Personnel: experience in projects requiring **Socio-economic Assessments and Public Participation Services.**

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

T2.2.11 PROPOSED ORGANIZATION AND STAFFING [Optional]

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.

|
|

T2.2.11 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

FOR INFORMATION PURPOSES ONLY

T2.2.12 METHOD STATEMENT

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

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

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

(Provide a method statement to undertake an Environmental Impact Assessment, integrated WUL application, Waste licence application for disposal of potable water treatment residue on land, as well as any other permit applications relevant to this project.)

The scoring of the approach paper will be as follows:

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Less than Satisfactory (score 55)	The approach is generic and theoretical but is not tailored to address the general project objectives and methodology.
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.

T2.2.12 METHOD STATEMENT (Continued)

INSERT HERE

Insert method statement to undertake an Environmental Impact Assessment, integrated WUL application, Waste licence application for disposal of potable water treatment residue on land, as well as any other related permit applications relevant to this project, here:

FOR INFORMATION PURPOSES ONLY

T2.2.13 PRELIMINARY PROGRAMME []

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

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

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

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

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows:

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

PRELIMINARY PROGRAMME (Continued)

INSERT HERE

Insert additional schedules here and update Part C table with the additional appropriate schedules within Part C

FOR INFORMATION PURPOSES ONLY

T2.2.14 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 PURPOSES ONLY

T2.2.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

T2.2.16 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

T2.2.17 VAT REGISTRATION CERTIFICATE

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

FOR INFORMATION PURPOSES ONLY

T2.2.18 SCHEDULE OF PROPOSED SUB-CONSULTANTS

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

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

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

Signature Date

Name Position

Tenderer

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this tender shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice, or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “tender” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” **Error! Bookmark not defined.** means the agreement that results from the acceptance of a tender by an organ of state;
- 2.9 “EME” – (Exempted Micro Enterprise) means an Entity with annual turnover of R10 million or less means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “QSE” – (Qualifying Small Enterprise) means an Entity that qualifies for measurement under the QSE scorecard with turnover of R10 million or more but less than R50 Million.
- 2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 2.16 “sub-contract” means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;
- 2.17 “total revenue” – means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice, as per the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

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

6. TENDER DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of organization:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

- 9.7 Total number of years the company/firm has been in business?
- 9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the Employer that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Employer may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

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

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

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

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

FOR INFORMATION PURPOSES ONLY

T2.2.20 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

FOR INFORMATION PURPOSES ONLY

**T2.2.21 LETTER OF GOOD STANDING IN TERMS OF COID ACT
(Compensation for Occupational Injuries and Diseases Act)**

INSERT HERE

Note only insert if applicable if not then omit and delete this note

FOR INFORMATION PURPOSES ONLY

T2.2.22 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

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

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

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

T2.2.23 TENDERER'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

SIGNATURE: DATE:

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

T2.2.24 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:

8. Nature of the construction work:

.....
9. Expected commencement date:

10. Expected completion date:

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

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

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

.....
.....
SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

T2.2.25 LETTER OF INTENT TO PROVIDE PUBLIC LIABILITY INSURANCE

INSERT HERE

FOR INFORMATION PURPOSES ONLY

T2.2.26 LETTER OF INTENT TO PROVIDE PROFESSIONAL INDEMNITY

INSERT HERE

FOR INFORMATION PURPOSES ONLY

T2.2.27 REGISTRATION CERTIFICATES

[Insert required registration Certificates such as CIDB, ECSA, PSIRA, and the like here]

FOR INFORMATION PURPOSES ONLY

T2.2.28 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

FOR INFORMATION PURPOSES ONLY



TENDER NO: 2020/122

TENDER TITLE:

**Appointment of EAP and specialists to undertake an Environmental Impact Assessment
for the Mahlabatshane Phase 2 Project**

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Zakhele Cele
Telephone: 033 341 1313

Name of Tenderer:

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>	<u>SHEET COLOUR</u>
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

C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

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

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

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

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

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of

Insert broad description of the works, service or supply and delete this note

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

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

Use this wording in place of the preceding paragraph in the case where a contract is negotiated with a single Tenderer as there will be no Tender Data. Delete row if not applicable. This will be very rarely used

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

.....Rand;

(in figures) R.....

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

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

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

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature: (of person authorized to sign the acceptance)

Name: (of signatory in capitals)

Capacity: (of Signatory)

Name of Employer: (organization) Umgeni Water

Address 310 Burger Street, Pietermaritzburg

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

AS WITNESS

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

Date:

C: SCHEDULE OF DEVIATIONS

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

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

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

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

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

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

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

Witness:

Signature:
Name:
Date:

FOR UMGENI WATER

Signature:
Name:
Capacity:

Witness:

Signature:
Name:
Date:

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

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

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

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

3. Progress Measurement and Payments

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

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
	The Employer is Umgeni Water
3.4 and 4.3.2	The authorized and designated representative of the Employer is: Name: <u>Asha Ramjatan</u> The address for receipt of communications is: Telephone: <u>033 341 1335</u> Facsimile: <u>n/a</u> E-mail: <u>asha.ramjatan@umgeni.co.za</u> Address: <u>(c/o Umgeni Water, 346 Burger Street, Pietermaritzburg, 3201)</u>
1	The Project is <u>Mahlabatshane Bulk Water Supply scheme Phase 2 Project</u>
1	The Period of Performance is <u>24 months</u> from the Commencement Date. <i>Delete row only if the Service Provider is required to complete this item. Delete this note.</i>
3.5	The location for the performance of the Project is <u>Mahlabatshane Phase 2 Project is near Port Shepstone, in the , Umzumbe Local municipality</u>
3.9.2	The time based 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 <u>7.5%</u> of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: <u>R250.00</u>
3.15	The programme shall be submitted within <u>14</u> Days of the Contract becoming effective.
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 rd Edition, CIDB document 1014)
4.3.1(d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project. <i>Delete row if the Service Provider is required to do so. Reword as necessary. Delete this note</i>
5.4.1	The Service Provider is required to provide the following insurances: - Public Liability Insurance <u> </u> Cover is: R10 000 000 (Ten million rand) <u> </u> Period of cover: For the period of performance <u> </u> <u> </u> - Professional Indemnity Insurance <u> </u> Cover is: R5 000 000 (Five million rand) <u> </u> Period of cover: For the period of performance <u> </u> <i>Insurance cover requirements should be confirmed on award</i>

C2.9

5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 [REDACTED] 2 [REDACTED] <i>Note to compiler: List actions that require prior approval. Delete row if there are none</i>
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 Data" with "Form of Offer and Acceptance".

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: <table border="1"> <thead> <tr> <th>Name</th><th>Specific duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific duties												
Name	Specific duties														

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Percentage Fee

- 1.1. **Definition of work required** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources, equipment, plant, machinery and ancillary costs required to do the work.
- 1.2. **Definition of Percentage Fee** – on the basis of the Tenderer's assessment of the work required, the Tenderer is required to determine the total percentage (%) fee to achieve the scope of work based on the Capital Value of the work set down in Table 2 of C2.2.
- 1.3. **Equipment, plant, machinery, disbursements and ancillary costs** – the Tenderer is required to include within the % fee all equipment, plant, machinery and ancillary costs required to do the work as there will be no additional payment for such expenses.
- 1.4. **Tender Amount** - the Tenderer is required to fill in the % fee and complete the pricing calculations set down in C2.2 Pricing Schedule Table 2, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1.
- 1.5. **Payment** – the Tenderer will be paid as per Payment Clause No. 17.
- 1.6. **Interim Monthly Payments** - the Tenderer will be paid as per Payment clause No. 17

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	Rand Value of Work Stage
SECTION 1: PROJECT INCEPTION					
1.1	Authority liaison and communication with Umgeni Water Liaison with specialists, engineers and relevant stakeholders	Sum	1	R	R
1.2	Inception meeting to confirm project scope, programme, information requirements, project schedule, environmental legal requirements etc.	Sum	1	R	R
1.3	Site inspection of all infrastructure footprints (for alternatives as per scope)	Sum	1	R	R
1.4	Preparation of a screening report with recommendations for the preferred route (<i>Report should be aligned with DEA requirements</i>)	Sum	1	R	R
1.5	Submission and Approval of screening report	Sum	1	R	R
1.6	Sub Total 1 – Project inception carried to summary page			R	
SECTION 2: EIA PROCESS					
2.1	Pre-application meeting with competent authority, Department Environmental Affairs (DEA), project registration and presentation of the screening report, confirmation of specialist stuies to be undertaken.	Sum	1	R	R
2.2	Draft Scoping Report for review by Umgeni Water and submit to authority	Sum	1	R	R
2.3	Updated Scoping Report with comments and submit to authority	Sum	1	R	R
2.4	Draft BAR/EIR Report prepared and comments obtained from Interested and Affected Parties (I&APs)	Sum	1	R	R
2.5	Consolidated Risk Matrix for all specialist studies (draft and final)	Sum	1	R	R
2.6	Update BAR/EIR Report with comments and submit to DEA	Sum	1	R	R
2.7	Draft construction phase, operational phase and maintenance phase EMP's updated with comments obtained from Umgeni Water, DEA and I&Aps	Sum	1	R	R
2.8	EMP's (construction phase, operational phase and decommissioning phase) updated with comments and submitted to DEA for approval	Sum	1	R	R
2.9	Attend monthly progress meetings (virtual and/or physical) to provide technical support (make provision per meeting for 24 meetings)	No.	24	R	R
2.10	Attend quarterly project progress meetings with the Project Steering Committee (make provision for per meeting for 10 meetings)	No.	10	R	R
2.11	Attend EPCM: Gate Reviews (make provision for 24 meetings -pre-meetings, meetings (virtual and/or physical) and post meetings)	No.	24	R	R
2.12	Monthly Progress Reporting (24 monthly reports – reporting progress against project schedule and timeframes, potential risks to project identified and mitigation measures proposed)	No.	24	R	R
2.13	Adhoc site visits (make provision for 5 site visits and reports)	No.	5	R	R

Item No.	Description	Units	Quantity	Rate	Rand Value of Work Stage
2.14	EMP updated with conditions of the Environmental Authorisation	Sum	1	R	R
2.15	Sub Total 2 - EIA Process carried to summary page			R	
SECTION 3: PUBLIC PARTICIPATION					
3.1	Landowner title deed search and database establishment (10 land owners and 30 community PTO).	Sum	1	R	R
3.2	Preparation of the Background information document	Sum	1	R	R
3.3	Landowner consultation/consent forms signed (10 land owners and 30 community PTOs)	Sum	1	R	R
3.4	Notice provided to all potential I&APs (Fixing notice boards, giving written notice to occupiers of the affected land parcels, placing advertisements across various media platforms, using reasonable alternative methods, local radio stations in a local language)	Sum	1	R	R
3.5	Public meetings / open days (make provision for 6 meetings) adhering to COVID19 Public Gatherings Protocol	No.	6	R	R
3.6	Comments and response register (draft and final) (10 land owners and 30 community PTOs)	Sum	1	R	R
3.7	Consultation with regulatory authorities (DEA, DWS, DAFF, AMAFA/SAHARA, eKZN-Wildlife, DMR, Ingonyama Trust, Department of land affairs and other). Make provision to have at least 2 meetings and 1 site visit for each authority.	No.	15	R	R
3.8	Consultation with affected service providers (Eskom, Telkom, DoT, Transnet, Local and District Municipalities, traditional authorities etc.), make provision to have 2 meetings and 1 site visit for each service provider.	No.	15	R	R
3.9	Risk assessment for Public participation	Sum	1	R	R
3.10	Advertising and distribution of the Draft and Final EIR for comment (budget for 10 hard copies, soft copies on USB)	Sum	1	R	R
3.11	Environmental Authorisation advertised and distributed to all IAPs and appeals managed. Budget for at least 2 appeals.	Sum	1	R	R
3.12	Adhoc site visits (make provision for 10 site visits)	No.	10	R	R
3.13	Compilation, Submission and Approval of Public Participation Report	Sum	1	R	R
3.14	Sub Total 3 – Public Participation Process carried to summary page			R	
SECTION 4: SPECIALIST STUDIES					
4.1	Agricultural Impact Assessment (with risk assessment matrix) and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	R	R
4.2	Landscape / Visual Impact Assessment (with risk assessment matrix) and submission of approved report.	Sum	1	R	R
4.3	Archaeological and Cultural Heritage Impact Assessment (with risk assessment matrix) (to include relocation plans/processes and permits) and submission of approved report.	Sum	1	R	R

C2.14

Item No.	Description	Units	Quantity	Rate	Rand Value of Work Stage
	This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.				
4.4	Palaeontology Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	R	R
4.5	Terrestrial Biodiversity Impact Assessment (<i>with risk assessment matrix</i>). Peer reviewed. This will be based on a 500m radial buffer of the project footprint and submission of approved report. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	R	R
4.6	Aquatic Biodiversity Impact Assessment(<i>with risk assessment matrix</i>). (in relation to WULA) and submission of approved Peer Reviewed report. This will be based on a 500m radial buffer of the project footprint. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	R	R
4.7	Wetland Assessment Study(<i>with risk assessment matrix</i>) in relation to WULA and submission of approved Peer Reviewed report. This will be based on a 500m radial buffer of the project footprint. This will include a rehabilitation plan, translocation plan and BoQ for this specialisation.	Sum	1	R	R
4.8	Hydrological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.9	Geohydrological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.10	Socio – Economic Assessment (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.11	Hydropedological Study (in relation to WULA) (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.12	Soil Assessment Study (<i>with risk assessment matrix</i>) and submission of approved report. Samples taken and submitted to the lab.	No	10	R	R
4.13	Lab analysis of soil samples	Sum	1	R100 000	R100 000
4.14	4.13 Profit and attendance on item above	%	R100000		R
4.15	Noise Impact Assessment Study (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.16	Traffic Impact Assessment (<i>with risk assessment matrix</i>) and submission of approved report.	Sum	1	R	R
4.17	Waste Impact Assessment and submission of approved report. (<i>with respect to disposal of settled solids from the WTW</i>) <i>with risk assessment matrix</i> . At least three options to be considered including disposal to land). Obtain Waste Licence/ Authorisation to dispose water treatment residue to land.	Sum	1	R	R
4.18	Energy impact Assessment and submission of approved report (<i>with respect to the proposed design of the project and key energy consumption areas</i>) <i>with risk assessment matrix</i> .	Sum	1	R	R

Item No.	Description	Units	Quantity	Rate	Rand Value of Work Stage
4.19	Review of specialist studies externally (<i>Proof and comments must be made available to Umgeni Water</i>) and submission of approved report.	Sum	1	R	R
4.20	Budgetary allowance for any other specialist studies and submission of approved reports when required. (<i>required by the Authority/EAP/Specialists</i>).	Sum	1	R200 000	R200 000
4.21	4.20 Profit and attendance on item above	%	R200000		R
4.22	Sub Total 4 – Specialist Studies carried to summary page			R	
5	SECTION 5: REHABILITATION PLAN AND REHABILITATION BOQ				
5.1	Site inspection and Project ground-truthing	Sum	1	R	R
5.2	Assessment and conducting of other relevant specialist studies including biodiversity, wetland, aquatic, heritage, other (as stated in section 4 above), for inclusion in the rehabilitation plan and BOQ that will be included in a tender document.	Sum	1	R	R
5.3	Surveying, Identification and GPS location of trees/plants that need to be removed within the proposed construction working area. (all trees to be removed must be marked with “paint marker”)	Sum	1	R	R
5.4	Compile a detailed rehabilitation plan (based on engineering long sections/Pi numbers) for the proposed construction working area (<i>considering various slopes and slope requirements</i>).	Sum	1	R	R
5.5	Prepare a scope of work (including Pi numbers) and an itemized bill of environmental quantities with cost estimate for inclusion in the construction tender as per relevant guidelines	Sum	1	R	R
5.6	Sub Total 5 - Rehabilitation Plan and Rehabilitation BoQ carried to summary page			R	
SECTION 6: INTEGRATED WATER USE LICENCE APPLICATIONS (IWULA)					
6.1	Pre-application meeting with DWS, liaison with DWS until Water Use License has been obtained	Sum	1	R	R
6.2	Project management: - Liaison with specialist consultants, Umgeni Water Project Team etc. - Data collection and collation for submission to DWS	Sum	1	R	R
6.3	Public Participation in relation to WULA	Sum	1	R	R
6.4	Draft management and rehabilitation plan for water courses, rivers, streams, etc. (Peer reviewed) submitted to DWS for comments	Sum	1	R	R
6.5	Management and rehabilitation plan for water courses, rivers, streams, etc. updated with comments	Sum	1	R	R
6.6	Monitoring Programme (Peer Reviewed) prepared and submitted for approval	Sum	1	R	R
6.7	Storm Water Management Plan (Peer Reviewed) prepared and submitted for approval	Sum	1	R	R
6.8	Section 27 motivation for the water use licence application	Sum	1	R	R
6.9	Integrated Water and Waste Management Plan (IWWMP) (<i>summarising specialist reports; including mitigation measures; addressing the waste management framework; extending to socio-economic aspects; risk assessments; and recommended monitoring and control measures</i>) must be prepared and approved by DWS	Sum	1	R	R
6.10	Licence Application Forms completed	Sum	1	R	R

Item No.	Description	Units	Quantity	Rate	Rand Value of Work Stage
6.11	Landowner consent forms (DWS forms for each land parcel) completed (for 20 land owners and 3 communities). This should include landowner consent from Ingonyama Trust.	Sum	1	R	R
6.12	Table with list of water courses/wetlands, rivers, streams, seeps etc. This should include, inter alia, co-ordinates, Property Description, Name of water resource and watercourse, Quaternary Catchment Dimensions of the pipeline, Distance from the Wetland to the construction activity, etc.	Sum	1	R	R
6.13	Maps of all water courses in 6.12 and shapefiles	Sum	1	R	R
6.14	Adhoc site visits and report	No.	8	R	R
6.15	Sub Total 6 – INTEGRATED WATER USE LICENCE APPLICATIONS (IWULA) carried to summary page			R	
SECTION 7: Project Management and Mentorship of CPG partner					
7.1	Project Management Plans and Mentorship Plans (this will be discussed and agreed for all components of the project).	Sum	1	R	R
7.2	Mentoring of CPG against agreed deliverables as per plan discussed (Item 7.1)	Sum	1	R	R
7.3	Project Manangement (for all components of the project as EAP)	Sum	1	R	R
7.4	Monthly progress meetings	No.	15	R	R
7.5	Admin for Invoicing with supporting documentation and CPG trail. (This must include monthly reconciliation in an excel spreadsheet).	Sum	1	R	R
7.6	Review off all deliverables from CPG partner (with proof of track changes).	Sum	1	R	R
7.7	Report/Assessment of competency of CPG partner based on mentorship plan.	Sum	1	R	R
7.8	Authority Fees (DWS, Amafa, other)	Sum	1	R	R
7.9	Sub Total 7 – Management and Mentorship of CPG partner			R	R

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

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

Note 3: Route assessments/specialist studies must be based on a hundred metre (100m) corridor except for studies required for the WUL application, which must be based on a five hundred metre (500m) buffer/area around the project footprint.

Note 4: The rehabilitation plan and BoQ should be done preferably by the Biodiversity, wetland or aquatic Specialist that undertook the specialist study for this project.

Note 5: All reports must be prepared as required by each relevant authority (e.g. DWS, DEA, AMAFA/SAHARA etc.). The cost of these reports must include cost of maps and shapefiles used for map preparation, which will be provided to the client with each report.

Table 2. Summary of Work Stages

1. Subtotal 1 for Project Inception	R
2. Subtotal 2 for EIA Process	R
3. Subtotal 3 for Public Participation	R
4. Subtotal 4 for Specialist Studies	R
5. Subtotal 5 for Rehabilitation Plan And Rehabilitation BoQ	R
6. Subtotal 6 for Integrated Water Use Licence Application (IWULA)	R
7. Subtotal 7 for Management and Mentorship of CPG partner	R
A - Total for all Items (1 to 7) excluding VAT	R
B – ADD: Contingencies @ 10% of A	R
C – Sub-total (A+B)	R
D –ADD: Escalation @ 10% of C	R
E - Total (C+D) Capital Value of Work Carried to Table 3 and 4	R

NOTE: ITEM B (CONTINGENCIES) AND ITEM D (ESCALATION) WILL BE USED AT THE EMPLOYERS'/PROJECT MANAGERS' DISCRETION.

Table 3. Percentage Fee Calculation and Disbursements

FEE CALCULATION TABLE		
1. Total approximate capital value of the work (Table 2 item E above) (excluding vat) upon which the percentage fee is to be calculated	R	
2. Percentage fee to undertake the work based on the capital value of the work		%
3. Fee amount calculated as the percentage fee of the capital value of the work i.e. = 1. Capital value x 2. Percentage fee	R	
4. Disbursements @ 5% OF 3	R	
TOTAL FEES	R	

Table 4. Total Project Value Summary

TOTAL PROJECT VALUE	
A: Total approximate capital value of the work (Table 2 item E above) (excluding vat) upon which the percentage fee is to be calculated	R
B: Fee amount calculated as above Table 3	R
C: Sub-Total (A+B)	R
ADD: 15%	R
CARRIED FORWARD TO OFFER C1.1 AND TO PAGE II SUMMARY FOR TENDER OPENING PURPOSES	R

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

Table 5: Hourly Rates project per personnel

No.	Designation	Unit	Hourly Rate
1.	EAP	Per Hour	
2.	EAP Admin	Per Hour	
3.	EAP/Project Leader for Water Use Licence application	Per Hour	
4.	EAP for Waste Management License / Approvals	Per Hour	
5.	Specialist – Heritage Impact Assessment	Per Hour	
6.	Specialist – Biodiversity/ Ecological Assessments	Per Hour	
7.	Specialist – Wetlands Assessments	Per Hour	
8.	Specialist – Rehabilitation Plans	Per Hour	
9.	Specialist – Socio-Economic Assessments and Public Participation	Per Hour	

PART C3: SCOPE OF WORK

Develop the scope of work in accordance with SANS 10403 utilizing the following framework but omit sections that deal with information already provided for elsewhere in the Tender Document.

1. Employer's objectives

Procurement of an Environmental Assessment Practitioner (EAP) and Specialist studies to undertake the Environmental Impact Assessment (EIA) and obtain an Environmental Authorisation (EA), WUL, other permits as prerequisites for the construction of Mhlabatshane Phase 2 project, as required by NEMA.

Describe the Employer's objectives for the services.

2. Description of the services

In compliance with the National Environmental Management Act ((NEMA No. 107 of 1998) and the National Water Act, an EAP is required to undertake an Environmental Impact Assessment (EIA) studies for the proposed Mhlabatshane Phase 2 Project. The appointed EAP and specialists will be required to undertake the necessary processes and studies, as required in the EIA Regulations, to obtain an Environmental Authorisation before construction commences. In addition, the EAP will be required to align with other environmental legislation to obtain permits and licences triggered by the proposed project including WUL and waste licences.

Provide a short description of the services and outline what the service provider is to provide.

3. Extent of the services

In alignment with the requirements of the National environmental Management Act:

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

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

Provide a brief outline of the extent of services and key deliverables, as appropriate.

4. Use of reasonable skill and care

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

Identify the work for which the service provider is required to exercise reasonable skill and care.

5. Co-operation with other services providers

Information from other service providers should be obtained via the project manager

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

6. Brief

Background:

The Mhlabatshane Bulk Water Supply Scheme (BWSS) is located approximately 50km west of Port Shepstone, between the Umzimkhulu and Mzumbe Rivers, in Mzumbe Local Municipality, Ugu District Municipality, in the province of KwaZulu-Natal.

Phase 2 of the Mhlabatshane Bulk Water Supply Scheme (this application) seeks to ensure basic water service delivery to the rural communities of Mhlabatshane, KwaNtumeni and Phungashe areas involving a proposed weir and pipeline from the Umzimkhulu River to the existing Water Treatment Works (WTW) in the Nlangwini area. Water will be abstracted directly from the Umzimkhulu River, pumped to the existing WTW, which will need to be upgraded (from current 4MI/d to 12MI/d), and then fed into the reticulation system via an existing command reservoir. The scope of the project extends from the Umzimkhulu River where a weir and abstraction works will be constructed. The pipeline will traverse the Mhlabatshane and KwaNtumeni areas to the water works site in the Nlangwini area.

The implementation of this project is required in order to meet the current and future water demands within the region. Currently, the supply area requires 7.544 MI/day, with the current capacity of the WTW being only 4MI/day. Hence the requirement for the implementation of Phase 2 of the scheme. The construction of the Mhlabatshane Dam (completed in phase 1) was designed to supply a maximum of 4MI/day and a further 8MI/day can be augmented from the Umzimkhulu River. Raw water from the Umzimkhulu River, along with the 4MI/d from the Mhlabatshane Dam will be treated at the existing water treatment works currently 4MI/d, to be upgraded to 12MI/d.

The following infrastructure is proposed for the Mhlabatshane Phase 2 Project:

1. A diversion weir and abstraction works on the Umzimkhulu River;
2. A low lift pump station to deliver water from the abstraction works to a desilting mechanism;
3. Hydro cyclones as for additional desilting;
4. Two additional high lift pump stations (HLPS) to deliver water from the hydro cyclones to the water treatment works;
5. Three 500 KL reservoirs, two as break pressure tanks at the high lift booster pump stations, and one at the head of the water treatment works;
6. An upgraded water treatment works (WTW) from 4ML/d to 12ML/d through the duplication of various modules of the WTW process.
7. An access road with two bridge crossings over the Umzimkhulu River.

Technical information:

Additional to the above, a request was received from Umgeni Water to investigate the possibility of the WTW's being upgraded to 12ML/d (average daily demand). Considering this request, due diligence had to be carried out on all proposed infrastructure for Phase 2.

The pipeline footprint will be about 108 400m², with the abstraction works having a footprint of about 219m² and the weir having a footprint of about 273m². The total footprint of the above Phase 2 components is 108 892m². This footprint will have a construction working area of about 20m around the footprint to be registered as a servitude. The Phase 2 components will be constructed to feed into and supplement the already existing Phase 1 components. The existing infrastructure from Phase 1 of the BWSS does not fall within the physical footprint of Phase 2 of the BWSS. No existing infrastructure is located within the Phase 2 footprint. The WTW will form the physical link between Phase 1 and Phase 2. The proposed upgrade will need to be screened more closely for listed activities.

The project scope for phase two includes:

- A weir;
- Abstraction Works Structure;
- 2 Bridges;
- Pipeline (new route abstraction to HLPS);
- Pipeline (new route_hlps to WTP);
- Pump Station (HLPS2 New Site Plan);
- Road (existing gravel) to be upgraded about 1.8km;
- Road (new section) about 3.2km;

Pipeline dimensions:

- Pipeline diameter is a DN450, material will be steel
- Maximum through put is 200 l/s
- Length: consider 5 km for preferred route and alternatives.
- Consider a corridor of 100m for assessments (specialist studies)
- Consider 500m around footprint for all assessments relating to WUL.
- Associated infrastructure (e.g. chambers, scours, anodes).

Access Roads:

- Existing track road is 1.8km in length. This will have minor to no earthworks and is just regrading and surfacing.
- The new preferred road is 3.2km in length with the road width being 5 metres (DoT Type 7a – Local Road). The road has limited cut and fill banks however worst case is 15m from Centreline (i.e.: 30m width).
- Consider 6 km for assessment of preferred and alternate roads.

Water Treatment Works

- Upgrade from 4ML/d to 12ML/d
- There will be some pipework upgrades and new pipework. DN450 with through put of 200 l/s (same as rising main pipeline)

Water Treatment Residue:

- This will range based on raw water quality. The worst case scenario for a combined dry solid loading is estimated to be 1974.32 kg/day. However, the actual will be a figure between the mean (738.64 kg/day) and the 63rd percentile (283.76 kg/day), annualised, as it is expect that UW should be optimizing which source of raw water they draw from based on raw water quality.
- Waste disposal (Water treatment Residue disposal) to land: Investigate 3 options for disposal to land.

THE MAJOR ACTIVITIES TO BE CARRIED OUT WITHIN EACH WORK COMPONENT

All activities and tasks will be undertaken as is required by the National Environmental Management Act and other relevant environmental legislation.

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

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

SPECIALIST STUDIES

As per NEMA requirements, the specialist studies must be aligned with all environmental legislation to include, but no be limited to:

- Details of specialist and declaration of independence;
- Scope and purpose of report;
- Date and season of investigation;
- Methodology adopted in preparing the report or carrying out the specialized process;

- Specific identified sensitivity of the site related to the activity;
- Areas to be avoided and buffer areas;
- Maps indicating location of environmental sensitive areas and buffer areas.
- Tables with location of sensitive areas and co-ordinates and other relevant project information (Pi numbers, land parcel info, etc.);
- Description of assumptions made and uncertainties or gaps in knowledge;
- Description of the findings and potential implications of such findings;
- Mitigation measures for inclusion in the EMPr;
- Any conditions for inclusion in the environmental authorisation; Any monitoring requirements for inclusion in the EMPr or environmental authorisation;
- A reasoned opinion as to whether the proposed activity or portions thereof should be authorised;
- Description of any consultation process that was undertaken during the course of preparing the specialist report (summary & copies of comments);
- Any other information requested by the CA.
- Risk Assessment Matrix.
- Rehabilitation and BoQ are directly related to terrestrial and aquatic biodiversity and should preferably be undertaken by one of the specialists that did a specialist assessment on this project.
- Waste Management Specialist – the specialist will be required to assess at least three site for disposal of waste treatment residue to land. Permit/licence application will be required to be made and obtained.
- Energy Management Specialist: The energy management specialist will be required to review the design and make suggestion to improve and reduce energy consumption. The suggestions made must show economic benefit (short, medium and long term) as well as the specifications for the recommended changes.

TIMEFRAMES FOR DELIVERABLES

The assessments will be required to be completed within 12 months of appointment of the PSP, and obtain an environmental authorisation as well as permits and licences within 18 months of appointment.

QUALIFICATIONS AND SKILLS

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

The EAP will be required to:

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

Each Specialist will be required to:

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

A Heritage Specialist will be required to hold:

- a minimum qualification of an Honours Degree;
- and must be able to undertake archeological and paleontological assessments.
- Proof of AMAFA/SAHARA registration as an Archeologist and Paleontologist must be provided.
- Have completed at least three projects in the field.

Energy Management Specialist:

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

Waste Management Specialist:

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

Specialists undertaking any Peer Review will be required to:

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

FOR EVALUATION

The PSP will be required to submit, at its own cost, a proposal in which it will show its ability to perform the tasks and activities within the stipulated period. The proposal including, inter alia, a method statement, work programme schedule as well as a detailed schedule of resources and costs. This should be concise and clear.

The proposal shall include the following:

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

PAYMENT CONDITIONS:

Payment Clauses:

Number	Payment Clause
PC 1	Before any work is undertaken the Scientist must be informed and work to be undertaken agreed upon. Work done without approval may not be paid for.
PC 2	All invoices must be submitted by the 25 th of each month with evidence of work done, hence all supporting documents must be sent through with each invoice. Invoices must have the phrase "Copy Tax" on all electronic versions. In addition, an excel spreadsheet showing recon must be submitted along with invoice. Failure to do so correctly by the 25 th of the month could lead to delays in payment.

Number	Payment Clause
PC 3	Site visits for assessments must be scheduled in collaboration with the UW environmental and ISD teams who should be notified and invited for these visits.
PC 4	Quality Control. All deliverables (even in draft) will need to be checked by the PSP for quality and accuracy before submission to the project team or client. Records of internal review must be provided as proof (e.g. track changes or other). This will extend to work done by the specialists as well as the CPG partner.
PC 5	Progress/technical meetings. Attendance registers must be provided as proof of meetings attended. The progress with the environmental assessments must be presented at these meetings.
PC 6	Authority liaison. Records of attendance and minutes of discussion must be recorded and provided to the environmental team.
PC 7	Peer Review. Proof of peer review must be supplied for all specialist studies. This could be in the form of track changes in a word document, comments in pdf or other.
PC 8	Biodiversity Assessments: The environmental and ISD teams must be notified and site walk undertaken with the project engineer. Biodiversity Assessment must be undertaken as per requirements of NEMA and other relevant legislation. This assessment will be undertaken within a 500m radial buffer of the project footprint. All streams, culverts, wetlands must be identified and mapped. The present ecological status of the biodiversity in the area must be identified and a risk matrix provided (for risks before and after mitigation measures are in place). All flora and fauna that could be affected must be identified and mitigation measures provided to reduce the risks on the environment. Maps must be prepared and shape files submitted with report.
PC 9	Heritage Assessments: The environmental and ISD teams must be notified and site walk undertaken with the project engineer. The cost of the Heritage Assessment must include phase one and 2 heritage assessments. All gravesites within 100m of the project footprint must be identified and mapped. All items with heritage significance must be identified and mapped and co-ordinates provided. Maps must be prepared and shape files submitted with report. A relocation plan (including a TOR) must be provide if graves or any other items of heritage significance need to be relocated.
PC 10	The public participation process must be undertaken as per the requirements of NEMA and all records kept and provided to the client as required. All minutes and attendance registers must be submitted to the client with the invoices. A public participation report must be prepared containing all the records of the public participation process, a database of the IA&Ps, comments and response, minutes, advertisements, notice plans, etc.).
PC 11	Landowner consent. Attempts must be made to obtain signatures for the landowner consent forms for various processes with minimal disruption of the landowners' time and livelihood (e.g. landowner consent forms for EIA process, WUL process, etc.).

Number	Payment Clause
PC 12	Adhoc site visits: this must be approved by the UW environmental Scientist/EO. The UW environmental and ISD teams must be notified of the intention to undertake the adhoc site visit so that they may attend. Records of the attendance, site photographs and report must be provided to the environmental team.
PC 13	Amendments to EA/permits and licences/method statements: Record of all processes undertaken must be provided.
PC 14	Wetlands/Aquatic assessments. The environmental and ISD teams must be notified and invited for the site walks. These assessments must fulfil the requirements of the water use licence application as well for the specialist study as part of the BAR/EIR. A risk matrix as per DWS requirements must be prepared. Maps must be prepared and shape files submitted with report.
PC 15	Waybills or other similar proof of postage must be provided when documents are to be posted.
PC 16	For both EAP and Specialists, email correspondence with any authority, the UW Scientist must be copied on all these correspondence.
PC 17	Payment of fees will be done at the end/completion of each section (or at the discretion of the PM/UW scientist), at the approval of the UW Scientist for this project.
PC 18	All reports must be prepared as required by each relevant authority (e.g. DWS, DEA, AMAFA/SAHARA etc.). The cost of these reports must include cost of maps and shape files used for map preparation, which will be provided to the client with each report.

PLACE AND PERFORMANCE FOR THE PERFORMANCE OF SPECIFIC TASKS

Also see site information Part C4.

- The proposed project is located approximately 50km west of Port Shepstone, between the Umzimkhulu and Mzumbe Rivers, in Mzumbe Local Municipality, Ugu District Municipality, in the province of KwaZulu-Natal. Phase 2 of the Mhlabatshane Bulk Water Supply Scheme (this application) seeks to ensure basic water service delivery to the rural communities of Mhlabatshane, KwaNtumeni and Phungashe areas involving a proposed weir and pipeline from the Umzimkhulu River to the existing Water Treatment Works (WTW) in the Nlangwini area.
- Site assessments will need to be undertaken after permission is obtained from the local chief and PTO holders.
- Progress meetings could be held virtually or with the engineering consultants or Umgeni Water (Durban, Pinetown or Pietermaritzburg)

REPORTING REQUIREMENTS

Refer to item 16 and 18 (Format of communications as well as Management meetings)

- Monthly progress reports will be required to be submitted in written format.

- Progress will need to be verbally communicated during monthly progress meetings, technical meetings and quarterly steering committee meetings.
- More frequent verbal communication (weekly) that can be done telephonically will be required to be undertaken to keep the Umgeni Water Scientist informed of progress and to deal with urgent matters.

State, as necessary

a) terms of reference including the following:

- i. The work components to be undertaken*
- ii. The major activities to be carried out within each work component*
- iii. The deliverables to be provided within each work component*

b) time frames for deliverables / milestone dates,

c) place(s) for the performance of specific tasks, and

d) reporting requirements.

7. Reference data

8. Shape files of the project area and background information will be provided by the Project Manager reports, surveys, agreements, etc. upon which the service provider is to base his brief, if any.

9. Applicable national and international standards

A number of environmental legislative components will need to be considered and adhered to with the aim of protecting the environment and to making certain that the proposed project is undertaken in an environmentally responsible manner. Implementation of the Mahlabatshane Phase 2 Project will be subject to environmental legislation and regulations, in terms of which compliance is, required prior to construction commencing.

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

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

List all applicable national, regional and international standards and all values pertaining to specific attributes relating thereto.

10. Particular/Generic specifications

Attach or make reference to particular (purpose written) or generic (standard in-house) specifications (purpose written for the project or specifications of the procuring department or professional associations) which are applicable to the services.

11. Approvals

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

Identify all those parties from whom the service provider has to obtain approvals and outline the procedures that are to be followed.

12. Procurement

N/A

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

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

13. Access to land / buildings / sites

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

Describe arrangements for access to land / buildings / sites and any restrictions relating thereto.

13. Planning and programming

The service provider will need to demonstrate, using a project plan, how all the assessments will be undertaken within the required time frame and all approvals obtained within 18 months of award.

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

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

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

14. Software application for programming

N/A

State any requirements for specific software to be utilized or provided.

15. Quality management

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

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

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

16. Format of communications

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

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

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

17. Key personnel

The key personnel for the project consist of:

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

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

18. Management meetings

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

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

19. Forms for contract administration

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

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

Also state if forms are available in electronic format.

1. Electronic payments

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

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

2. Daily records

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

State requirements for daily records of time spent.

3. 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 Umgeni Water.

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

4. Payment certificates

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

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer's representative.

5. Use of documents by the Employer

An Environmental Authorisation, an approved EMP and a rehabilitation bill of quantities which will be used in the construction tender will be required by Umgeni Water before construction can commence. All applicable licences or permits will also be required. All information, assessments and reports will remain the properties of Umgeni Water.

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

6. Property provided for the Service provider's use

N/A

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

7. Proof of compliance with the law

N/A

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

PART C4: SITE INFORMATION

The Mhlabatshane Bulk Water Supply Scheme (BWSS) is located approximately 50km west of Port Shepstone, between the Umzimkhulu and Mzumbe Rivers, in Mzumbe Local Municipality, Ugu District Municipality, in the province of KwaZulu-Natal.

Phase 2 of the Mhlabatshane Bulk Water Supply Scheme (this application) seeks to ensure basic water service delivery to the rural communities of Mhlabatshane, KwaNtumeni and Phungashe areas involving a proposed weir and pipeline from the Umzimkhulu River to the existing Water Treatment Works (WTW) in the Nlangwini area. Water will be abstracted directly from the Umzimkhulu River, pumped to the existing WTW, which will need to be upgraded (from current 4MI/d to 12MI/d), and then fed into the reticulation system via an existing command reservoir. The scope of the project extends from the Umzimkhulu River where a weir and abstraction works will be constructed. The pipeline will traverse the Mhlabatshane and KwaNtumeni areas to the water works site in the Nlangwini area.

The implementation of this project is required in order to meet the current and future water demands within the region. Currently, the supply area requires 7.544 MI/day, with the current capacity of the WTW being only 4MI/day. Hence the requirement for the implementation of Phase 2 of the scheme.

The construction of the Mhlabatshane Dam (completed in phase 1) was designed to supply a maximum of 4MI/day and a further 12MI/day can be augmented from the Umzimkhulu River. Raw water from the Umzimkhulu River, along with the 4MI/d from the Mhlabatshane Dam will be treated at the existing water treatment works currently 4MI/d, to be upgraded to 12MI/d.

The following infrastructure is proposed for the Mhlabatshane Phase 2 Project:

1. A diversion weir and abstraction works on the Umzimkhulu River;
2. A low lift pump station to deliver water from the abstraction works to a desilting mechanism;
3. Hydrocyclones for additional desilting;

4. Two additional high lift pump stations (HLPS) to deliver water from the hydrocyclones to the water treatment works;
5. Three 500 KL reservoirs, two as break pressure tanks at the high lift booster pump stations, and one at the head of the water treatment works;
6. An upgraded water treatment works (WTW) from 4ML/d to 8ML/d through the duplication of various modules of the WTW process.
7. An access road with two bridge crossings over the Umzimkhulu River.
8. Associated infrastructure (e.g., chambers, scours, anodes).

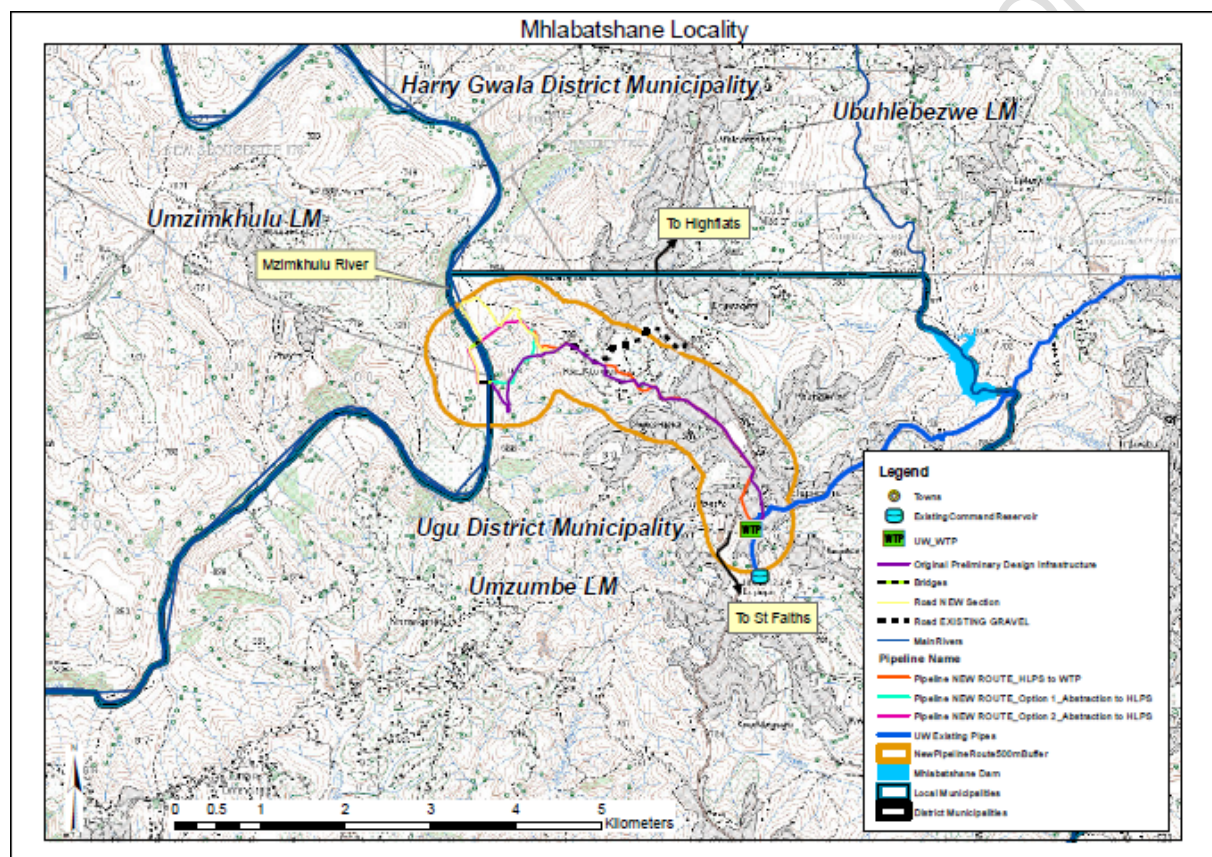


Figure 1. Layout Map showing the locality of the proposed project.

The locality map shows that:

- There are two district municipalities affected by the project, namely, Harry Gwala and Ugu DMs.
- There are three local municipalities affected by the project, namely Ubuhlebezwe LM, Umzimkhulu LM and Umzumbe LM.

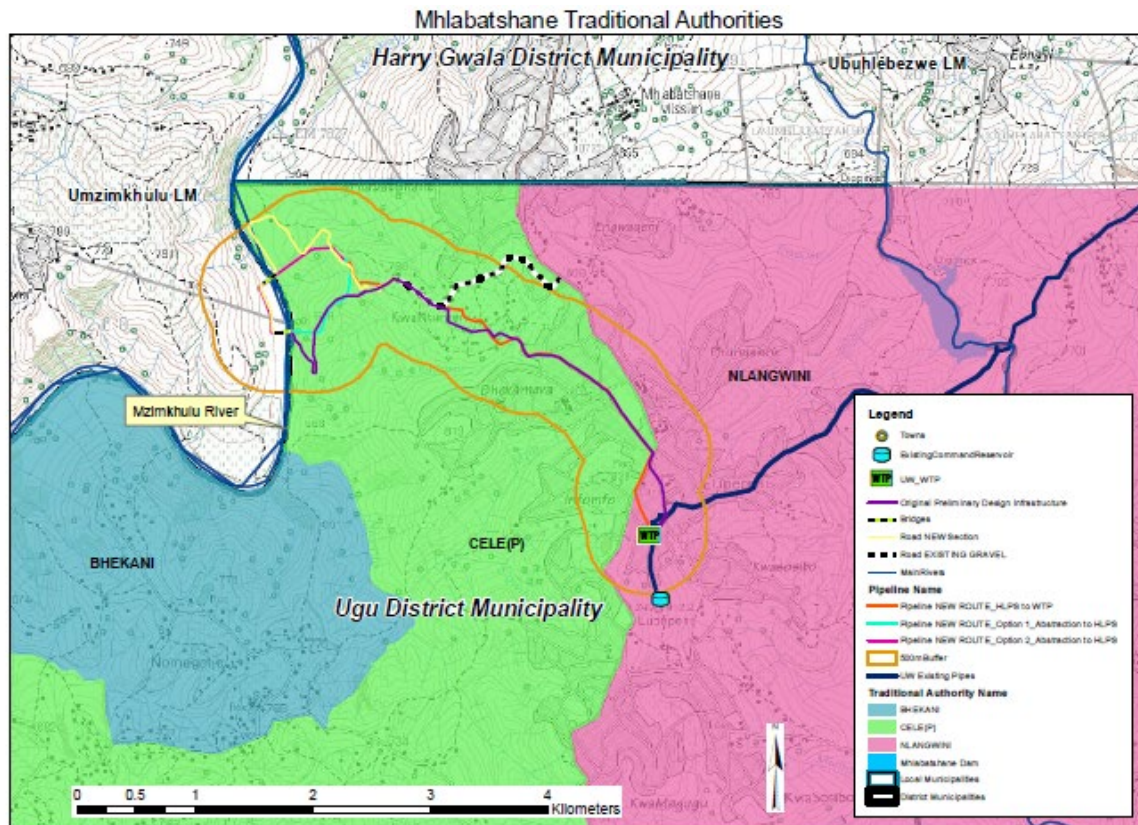


Figure 2. Layout Map showing the traditional authorities affected by the proposed project.

Figure 2 shows that:

- There are at least three traditional authorities affected by the proposed project, namely, Bhekani, Cele (P) and Nlangwini.

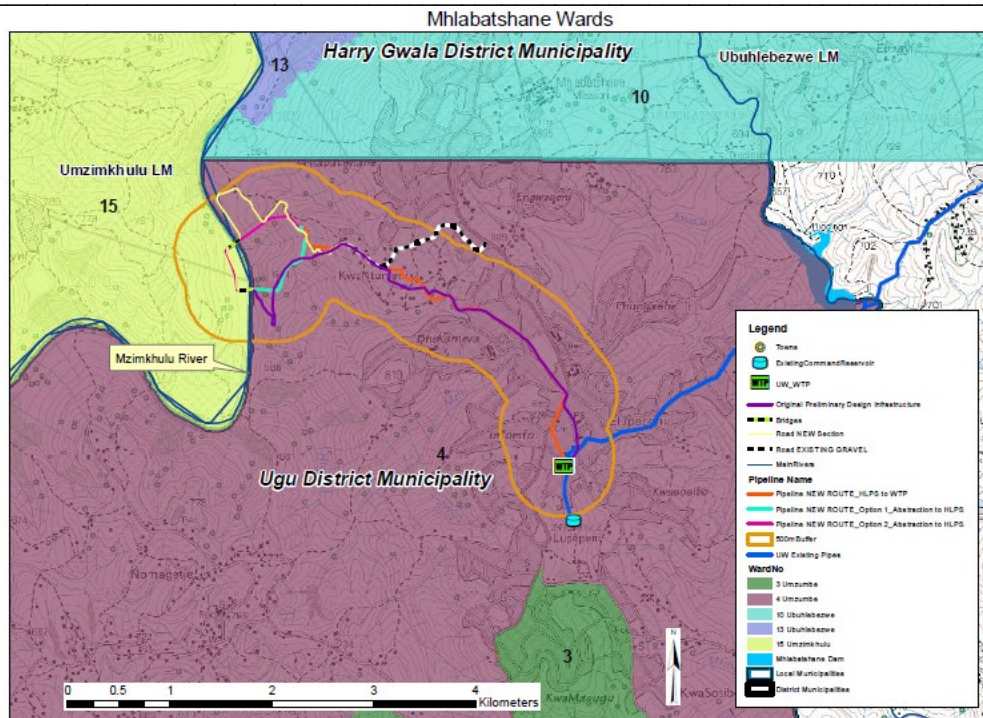


Figure 3. Map showing the municipal wards affected by the proposed project.

Figure 3 shows that there are at least five municipal wards affected by the proposed project, namely:

- Wards 3 & 4 in the Umzumbe LM,
- Wards 10 & 13 in the Ubuhlebezwe LM, and
- Ward 15 in the Umzimkhulu LM.

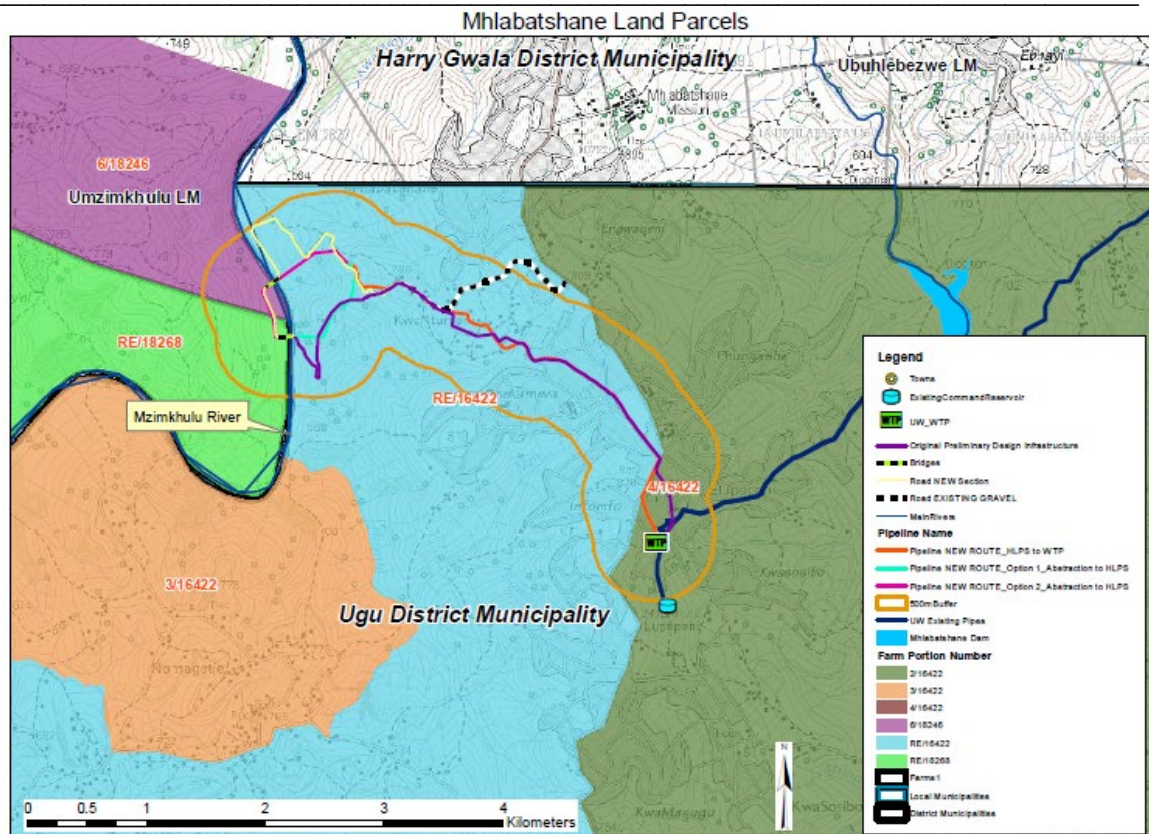


Figure 4. Map showing the land parcels affected by the proposed project.

Figure 4 shows that there are at least six private land parcels affected by the proposed project, namely:

- Portion 2,3 & 4 of 16422,
- Portion 6 of 18246,
- Remainder of 16422,
- Remainder of 18268

However, these will need to be checked via a deeds search and confirmed. The rest of the land is predominantly Ngonyama Trust land.

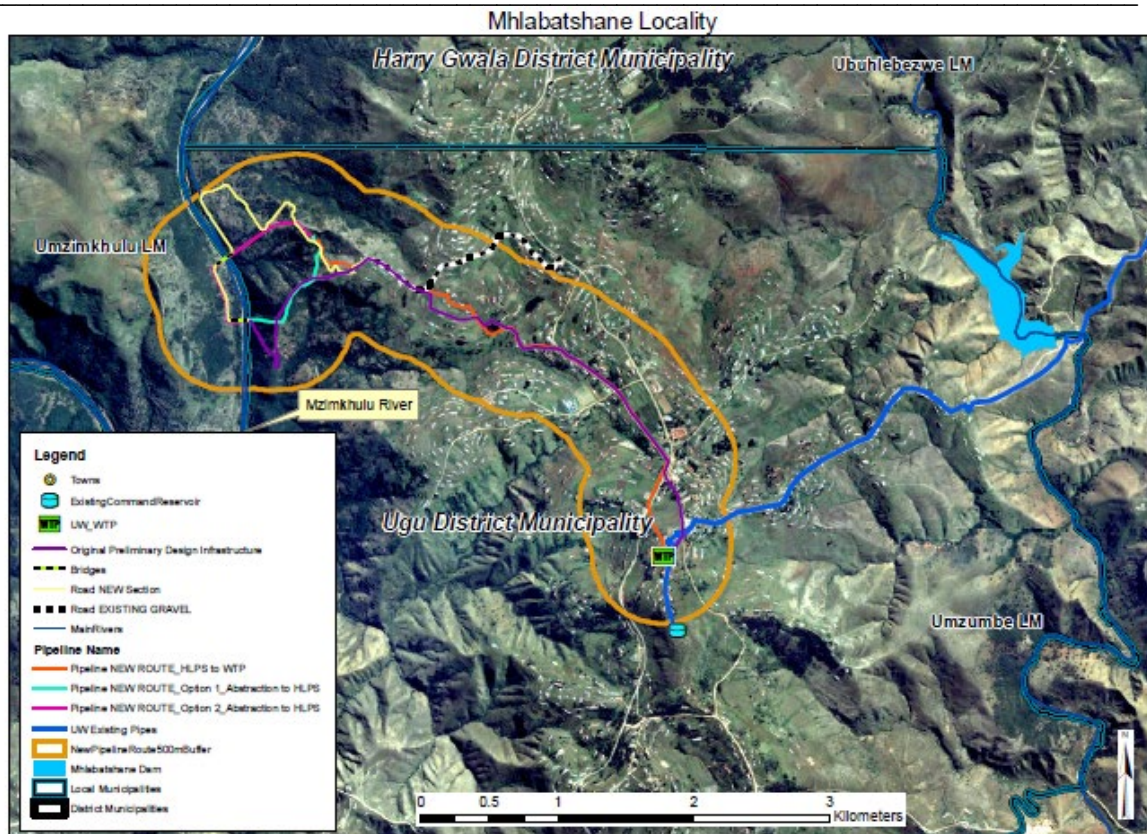


Figure 5. Aerial photo showing locality of the project with respect to the river and other land marks.

The aerial photo shows steep terrain in the general area that will need to be considered for assessments to be undertaken. Some areas may require 4x4 vehicles.

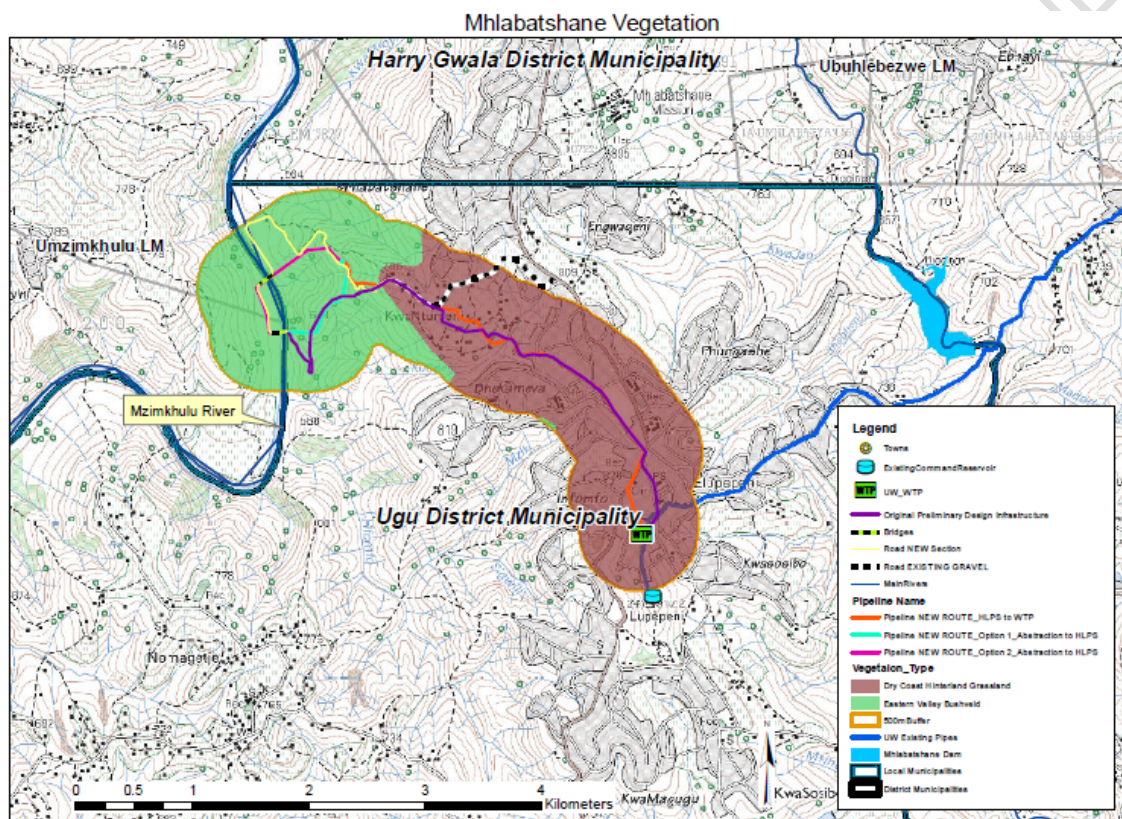


Figure 6. Map showing wetlands and vegetation affected by the proposed project.

Figure 6 shows that there were no wetlands recorded from the spatial data, however this will need to be verified.

There is one river affected by the project, namely Umzimkhulu River. Minor streams and drainage lines affected by the project will need to be verified.

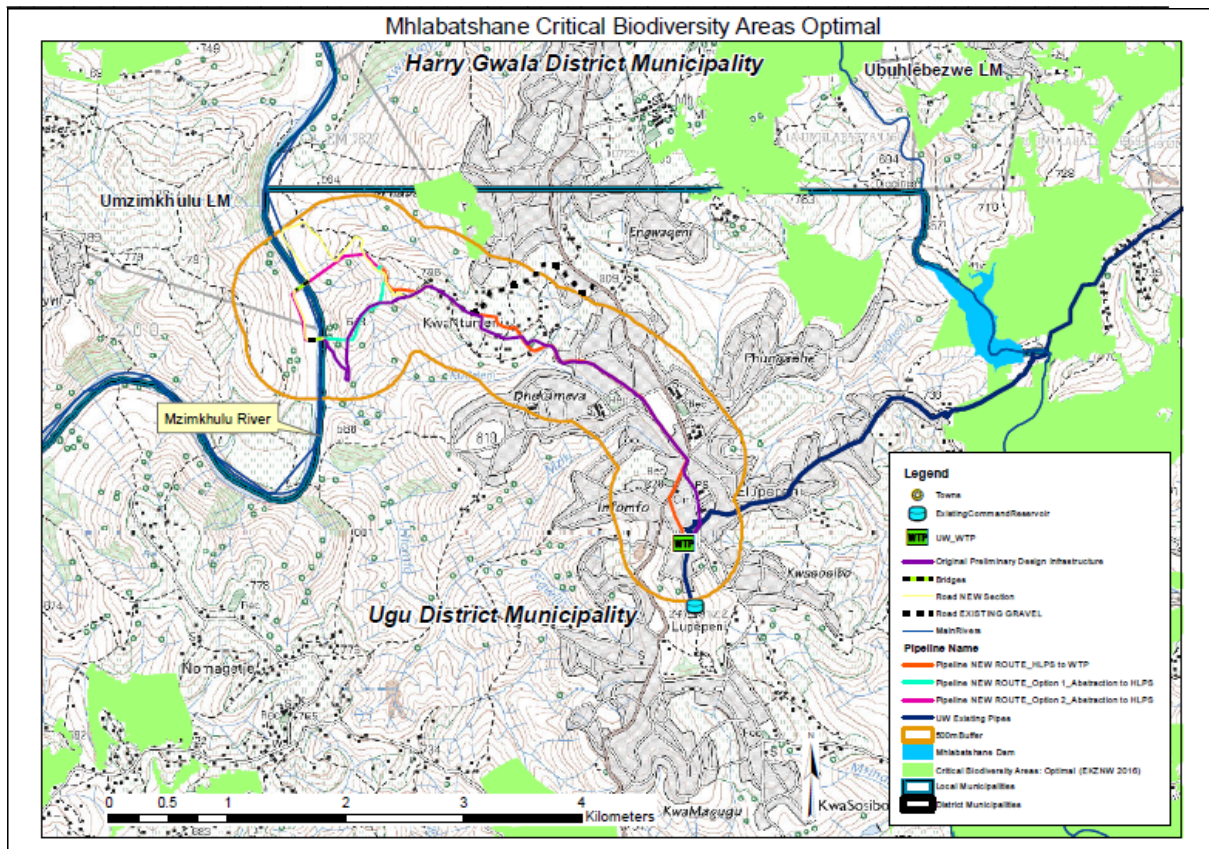


Figure 7. Map showing Critical Biodiversity Areas affected by the proposed project.

Figure 7 indicates that the proposed project may cross a small portion of critical Biodiversity area. However this will need to be assessed and verified.