



TENDER NO: 2022/094

Tender Description

**APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO
UNDERTAKE THE ENVIRONMENTAL SCREENING, AN ENVIRONMENTAL IMPACT
ASSESSMENT (EIA) AND THE WATER USE LICENCE (WUL) APPLICATION
PROCESSES FOR THE ESHOWE BULK WATER SUPPLY SCHEME**

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer: _____

National Treasury CSD Number: _____

Tip-Offs Anonymous Hotline:	Appeals/Objections
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: Freepost 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	White
T.2 RETURNABLE DOCUMENTS		
T2.1 List of Returnable Documents	T2.1	White
T2.2 Returnable Schedules and Documents.....	T2.3	White
VOLUME 2		
THE CONTRACT		
C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.2	White
C1.2 Contract Data	C1.7	White
C.2 PRICING DATA		
C2.1 Pricing Instructions	C2.1	White
C2.2 Pricing Schedule.....	C2.2	White
C.3 SCOPE OF WORK	C3.1	White
C.4 SITE INFORMATION.....	C4.1	White
C.5 ANNEXURES (Omit if not applicable)	C5.1	White
C5.1 Umgeni Water Insurance Summary and Claims Procedure		
C5.2 Drawings		

Tender Number : 2022/094

Tender Title: Appointment of an Environmental Assessment Practitioner (EAP) to undertake the Environmental Screening, Environmental Impact Assessment (EIA) study and Water Use Licence Application (WULA) for the Eshowe Bulk Water Supply Scheme (BWSS)

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:

Appointment of an Environmental Assessment Practitioner (EAP) to undertake the Environmental Screening, Environmental Impact Assessment (EIA) study and Water Use Licence Application (WULA) for the Eshowe Bulk Water Supply Scheme (BWSS) within 36 months.

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

- a) *The Environmental Assessment Practitioner (EAP) shall have one of the following qualifications: a minimum of an Honours Degree in Natural Science/ Environmental Science/ Environmental Engineering/ Agricultural Engineering/ or equivalent Science degree. If the qualification was not obtained from South Africa, the tenderer is required to obtain confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards. **The EAP must also be registered with EAPASA.***

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

Evaluation method:

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

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

Tender documents are available from the Supply Chain Management Office. Documents will be issued by email, upon request and submission of proof of payment to nosipho.mkhize@umgeni.co.za. Documents will only be issued in electronic format, during working hours from 09h00 to 15h00 from 18 July 2022 to 01 August 2022.

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

BANK NAME: NEDBANK LIMITED
ACCOUNT NAME: UMGENI WATER BOARD – MAIN ACCOUNT
ACCOUNT NUMBER: 1196366594
REFERENCE: 2022/094 and Company Name.

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

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

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

A compulsory clarification meeting with representatives of Umgeni Water shall take place via Microsoft teams on 12 July 2022; link will be shared with tenderers who had purchased tender documents

The closing time for submission of Tenders is **12h00** on **02 August 2022**

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

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

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

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

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

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

For any other Tender adverts, please visit this website.

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

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

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

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

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

F.3.8 Test for responsiveness

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

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

F3.11.3 Method 2: Functionality, Price and Preference

Functionality

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

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

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

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

	Name: Nosipho Mkhize Address: 310 Burger Street Tel: 033 341 1062 E-mail: nosipho.mkhize@umgenii.co.za
	F.2.1 Eligibility
F.2.1	Umgeni Water will only consider submissions from tenderers who satisfy the following criteria: a) The tenderer completed the Bidders Disclosure Form (T2.2.2) b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 10% Black Women participation and another 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises to comply with Umgeni Water's BBBEE policy initiative. c) The Environmental Assessment Practitioner (EAP) shall have one of the following qualifications: a minimum of an Honours Degree in Natural Science/ Environmental Science/ Environmental Engineering/ Agricultural Engineering/ or equivalent Science degree. If the qualification was not obtained from South Africa, the tenderer is required to obtain confirmation from South African Qualifications Authority (SAQA) of the equivalent qualification with respect to South African standards. The EAP must also be registered with EAPASA.
	F.2.7 Clarification meeting
F.2.7	There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative tender offers
F.2.12	No alternative tender offers shall be considered.
	F.2.13 Submitting a tender offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender. Identification details The identification details which must be stated in the tender offer outer package are: Tender Number 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.

T1.7.

	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 120 days from the closing date.
	F.2.19 Inspections, tests and analysis
F.2.19	Access shall be provided for the following inspections, tests and analysis:
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved Financial Services Provider registered with the Financial Services Board to provide the Insurances to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	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 - Registration Certificates of Professional bodies
	F.3.4 Opening of tender submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be 70 seventy points
	F.3.11 Evaluation of tender offers

F.3.11.3	The procedure for the evaluation of responsive tenders is Method 2 (Functionalty, Price and Preference) The following preference point systems are applicable to all Tenders: 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.;															
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>30</td></tr><tr><td>T2.2.10</td><td>Experience of Key Personnel</td><td>50</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	30	T2.2.10	Experience of Key Personnel	50	T2.2.12	Method Statement	10	T2.2.13	Preliminary Programme	10
	Returnable Schedule	Weighting %														
T2.2.08	Tenderer's Experience	30														
T2.2.10	Experience of Key Personnel	50														
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).															
F3.18 Provide written reasons for actions taken																
F3.18	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		T2.11
T2.2.2 Bidders Disclosure		T2.18
T2.2.3 Tax Compliance Status Letter Requirements		T2.21
T2.2.4 Proof of Attendance at the Compulsory Clarification Meeting / Site Meeting		T2.23
T2.2.5 Contract Participation Goals (CPG)		T2.24
T2.2.6 Tenderer's Experience		T2.28
T2.2.7 Key Personnel Assigned to the Work		T2.31
T2.2.8 Experience of Key Personnel		T2.32
T2.2.9 Proposed Organization and Staffing		T2.35
T2.2.10 Method Statement		T2.37
T2.2.11 Preliminary Programme		T2.39
T2.2.12 Registration Certificate / Agreement / ID Document		T2.41
T2.2.13 Amendments, Qualifications and Alternatives		T2.42
T2.2.14 Record of Addenda to Tender Documents		T2.44
T2.2.15 VAT Registration Certificate		T2.45
T2.2.16 Schedule of Proposed Sub-Consultants		T2.46
T2.2.17 Proof of Purchase of Tender Document		T2.47
T2.2.18 Letter of Good Standing in terms of COID Act		T2.48
T2.2.19 Preference Points claim form in terms of the PPPFA Regulations 2017, substantiated by the B-BBEE Verified Status Level Verification Certificate		[T2.49]
T2.2.20 Tenderer's Financial Standing		T2.56
T2.2.21 Tenderer's Health and Safety Declaration		T2.57
T2.2.22 Pro forma OHS Notification	N/A	T2.58
T2.2.23 Letter of Intent to provide Professional Indemnity		T2.60
T2.2.24 Registration Certificates		T2.61
T2.2.25 Central Supplier Database (CSD) Report		[T2.62]

T2.2.1 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

For information use only

C. PARTNERSHIP

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

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

We, the partners in the business trading as

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

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

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:

For information use only

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

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

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

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

For information use only

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

CERTIFICATE OF ATTENDANCE

TENDER No. | |

This is to certify that

(Tenderer)

of (address)

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

(location).....

..... on (date)

starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

T2.2.5 CONTRACT PARTICIPATION GOALS

Objective

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

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

Contract Participation Goals

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

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

- VAT, CPA and Contingencies.

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

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

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

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

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

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

Applicability

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

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
- The CPG Partner/s shall be selected according to the following criteria:
 - CPG Partner/s are to be obtained from Umgeni Water's database of Service Providers specifically earmarked for CPG purposes.

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

Invoicing and Payment

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

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

Monitoring and Reporting on CPG

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

Eligibility Criteria

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

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

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

T2.2.6 TENDERER'S EXPERIENCE | 30 |

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

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

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

For information use only

INSERT HERE

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								

NB: A separate table may be used if the information does not fit in the provided table

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

DESCRIPTION	MAX POSSIBLE SCORE
Company experience as an EAP for projects requiring Environmental Impact Assessments/Basic Assessments - (Proof must be provided). • 1 project - 15 points • 2 projects - 30 points • 3 projects - 45 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

T2.2.6 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

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T2.2.7 KEY PERSONNEL ASSIGNED TO THE WORK | 50 |

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

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

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

KEY PERSONNEL SCHEDULE

No.	Designation	Key Person Name
1.	Environmental Assessment Practitioner (EAP)	
2.		
3.		
4.		
5.		

T2.2.8 EXPERIENCE OF KEY PERSONNEL | 50 |

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

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. Environmental Assessment Practitioner (EAP)

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:

DESCRIPTION	MAX POSSIBLE SCORE
The Key Personnel required below must supply information to show experience relating to projects of a similar nature that were undertaken. Experience of EAP in Environmental Impact Assessments and Water Use Licence Applications • 1 project - 15 points • 2 projects - 30 points • 3 projects - 45 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

Note : Details of a back-up EAP, who meets the requirements, must also be provided.

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T2.2.8 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

For information use only

T2.2.9 PROPOSED ORGANIZATION AND STAFFING [N/A]

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

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

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

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

T2.2.9 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

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T2.2.10 METHOD STATEMENT | 10 |

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

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

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages. The approach should cover, but not limited to, the follow key areas:

- Applicable legal requirements, proposed project activity triggers, the required environmental authorization process and required permits/licences
- Project Initiation
- Identification of interested and Affected Parties and Authority Consultation
- Environmental Impact Assessment Process
- Water Use License Application Process
- Public Participation process
- Limitations, assumptions and exclusions

(Provide a method statement to undertake the Environmental Screening, an Environmental Impact Assessment Study and a Water Use Licence Application.)

The scoring of the approach paper will be as follows:

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology. The approach does not deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is very generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

T2.2.10 METHOD STATEMENT (Continued)

INSERT HERE

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T2.2.11 PRELIMINARY PROGRAMME [10]

INSERT HERE

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

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

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

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

PROGRAMME													
Component / Sub-component	WEEKS / MONTHS												

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

Scoring of the preliminary programme will be as follows:

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

T2.2.12 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

INSERT HERE

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T2.2.13 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

Signature Date.....

T2.2.14 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

ADDENDUM No	DATE	TITLE OR DETAILS

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

.....
Date

T2.2.15 VAT REGISTRATION CERTIFICATE

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

For information use only

T2.2.16 SCHEDULE OF PROPOSED SUB- CONSULTANTS

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

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

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

Signature Date

Name..... Position

Tenderer

T2.2.17 PROOF OF PURCHASE OF TENDER DOCUMENT | |

INSERT HERE

For information use only

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

INSERT HERE

For information use only

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this tender shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

P_s = Points scored for 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 use only

T2.2.20 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank:

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

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

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

T2.2.21 TENDERER'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

SIGNATURE: DATE:

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

T2.2.22 PRO FORMA OHS NOTIFICATION

NOT APPLICABLE TO THIS TENDER

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

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

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

.....

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

Telephone number:

2. Supplier's compensation registration number:

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

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

Telephone number:

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

.....

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

Telephone number:

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

Telephone number:

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

.....

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

8. Nature of the construction work:

.....

9. Expected commencement date:

10. Expected completion date:

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

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

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

.....

.....

SIGNED BY:

SUPPLIER: DATE:

PURCHASER: DATE:

For information use only

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

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

INSERT HERE

For information use only

T2.2.24 REGISTRATION CERTIFICATES

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

For information use only

T2.2.25 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

For information use only



TENDER NO: 2022/094

TENDER TITLE:

APPOINTMENT OF AN ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE THE ENVIRONMENTAL SCREENING, ENVIRONMENTAL IMPACT ASSESSMENT (EIA) AND THE WATER USE LICENCE (WUL) APPLICATION PROCESSES FOR THE ESHOWE BULK WATER SUPPLY SCHEME

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

Issued by:

Umgeni Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer:

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	White
T.2 RETURNABLE DOCUMENTS		
T2.1 List of Returnable Documents	T2.1	White
T2.2 Returnable Schedules and Documents.....	T2.3	White
VOLUME 2		
THE CONTRACT		
C.1 AGREEMENTS AND CONTRACT DATA		
C1.1 Form of Offer and Acceptance	C1.2	White
C1.2 Contract Data	C1.7	White
C.2 PRICING DATA		
C2.1 Pricing Instructions	C2.1	White
C2.2 Pricing Schedule.....	C2.2	White
C.3 SCOPE OF WORK	C3.1	White
C.4 SITE INFORMATION.....	C4.1	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.

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C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **an Environmental Assessment Practitioner (EAP) to undertake the Environmental Screening, Environmental Impact Assessment (EIA) and Water Use Licence Application (WULA) for Eshowe Bulk Water Supply Scheme.**

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

..... Rand;

(in figures) R.....

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

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

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

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organization)

.....

Name & Signature of Witness

Date

B: ACCEPTANCE

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

The terms of the contract are contained in:

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

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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:

For information use only

D: CONFIRMATION OF RECEIPT

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

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

For information use only

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

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

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

Special Conditions of Contract

1. National Treasury Central Supplier Database

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

2. Application of Contract Price Adjustment Factor

Contract Price Adjustment will not be applicable

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: Phumi Molefe The address for receipt of communications is: Telephone: 033 341 1037 Facsimile: N/A E-mail: phumi.molefe@umgeni.co.za Address: 346 Burger Street, Pietermaritzburg
1	The Project is The project is for the appointment of an Environmental Assessment Practitioner (EAP) to undertake the Environmental Screening, an Environmental Impact Assessment (EIA) study and Water Use Licence Application (WULA) for the Eshowe Bulk Water Supply Scheme.
1	The Period of Performance is 36 months from the Commencement Date.
3.5	The location for the performance of the Project is uMlalazi Local Municipality, KwaZulu-Natal.
3.9.2	The fees used to determine changes to the contract price are as stated in the Pricing Data
3.12	The Maximum Penalty Amount (MPA) shall be 7.5% of the Contract Price (CP) The Daily Penalty Amount (DPA) payable shall be: R 500.00
3.15	The programme shall be submitted within 14 Days of the Contract becoming effective.
3.16	Where the rate tendered is less than the gazetted rate, price adjustment shall be according to the formula as contained in the Standard Professional Services contract, July 2009 (3 rd Edition, CIDB document 1014)
4.3.1(d)	The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
5.4.1	The Service Provider is required to provide the following minimum insurances: 1. Public Liability Insurance Cover is: R10 000 000 (Ten million rand) Period of cover: For the period of performance 3. Professional Indemnity Insurance Cover is: R5 000 000 (Five million rand) Period of cover: For the period of performance <i>Insurance requirements must be confirmed with the Risk Department on award.</i>
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 Changing the scope of work; 2 Submitting the Environmental Impact Assessment report , EMPr and Rehabilitation reports to the authority for approval; and 3 Submitting any permit/license application forms to the authority for approval.

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.
	The additional conditions of contract are:
1	Delete the word of "Start" from "Start Date" and replace with "Commencement "and substitute the words "Contract Data" with "Form of Offer and Acceptance".

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Data														
1	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

PRICING TO BE DONE BY MEANS OF A PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- 1.1. **Definition of work required** - the Tenderer is required to review the scope of work defined within C3 and to determine all the resources, equipment, plant, machinery, disbursements and ancillary costs required to do the work.
- 2.2 **Pricing Schedule** - the Tenderer is required to fill in the Pricing Schedule and complete the pricing calculations set down in C2.2 Pricing Schedule, and carry forward the tender amount from the C2.2 Pricing Schedule to the Offer C1.1
- 2.3 **Payment** - the Tenderer will be paid the proportion of the fee for each stage of the work, as set down in the Pricing Schedule C2.2 Table 1.
- 2.4 **Interim Monthly Payments** - shall be made within each work stage, for work assessed to have been completed within the month.

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C2.2 PRICING SCHEDULE

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

Item No.	Description	Units	Qty	Rate	Amount (R)
	SECTION 1: PROJECT INCEPTION				
1.1	Project Management	Sum	1		
1.2	Liaison with specialists, engineers and relevant stakeholders, landowners	Sum	1		
1.3	Inception meeting to confirm project scope and environmental requirements	Sum	1		
1.4	Site inspection	Sum	1		
1.5	Assessment of all alternative sites, provide environmental advice and report to the project team	Sum	1		
1.6	Draft Screening Report	Sum	1		
	Sub Total Project Inception carried to Summary Page				R
	SECTION 2: SPECIALIST REPORTS				
2.1	Heritage Assessment and draft report prepared	Sum	1		
2.2	Biodiversity Assessment and draft report prepared	Sum	1		
2.3	Social Impact Assessment	Sum	1		
2.4	Wetland Assessment Study	Sum	1		
2.5	Aquatic Study	Sum	1		
2.6	Final Screening Report prepared and submitted for approval	Sum	1		
	Sub Total Specialist Reports carried to Summary Page				R
	SECTION 3: MEETINGS AND REPORTING				
3.1	Attend monthly progress meetings and provide environmental advise to the engineers	No.	10		
3.2	Presentation of the Screening Report	Sum	1		
3.3	Adhoc meetings with client	No.	3		
	Sub Total Project Meetings and Reporting carried to Summary Page				R
	SECTION 4: PROVISIONAL SUM				
4.1	Environmental Requirements at Detailed Feasibility Phase	Prov Sum	1	R 2 000 000.00	R 2 000 000.00
	Sub Total Provisional Sum carried to Summary Page				R

Table 2. Summary of Work Stages

1. Subtotal 1 for Project Inception	R
2. Subtotal 2 for Specialist Reports	R
3. Subtotal 3 for Meetings and reporting	R
4. Subtotal 4 for Provisional Sum for Environmental Requirements at Detailed Feasibility Phase	R
A. Subtotal A (Sum of 1 to 4)	R
B. Contingencies @ 10% of Subtotal A	R
C. Subtotal C (A + B)	R
D. Add VAT @ 15% on E	R
TOTAL AMOUNT INCLUDING VAT (C + D)	R
CARRIED FORWARD TO OFFER C1.1 AND TO PAGE ii SUMMARY FOR TENDER OPENING PURPOSES E - Total Carried to Form Offer (C+D)	

IMPORTANT NOTES:

- THE **DISBURSEMENTS** AND **ANCILLIARY COSTS** TO BE INCLUDED IN THE WORK STAGES

PART C3: SCOPE OF WORK

The services of a suitably qualified and competent (EAP) are required for undertaking the screening exercise and provide the necessary environmental input to the project during the Pre-Feasibility and Detailed Feasibility Studies (DFS) for the Eshowe BWSS. The EAP will be required to undertake an Environmental Screening that will guide the pre-feasibility process and inform the environmental application processes to be followed. The outcomes of the environmental screening investigation will inform processes to be followed for an Environmental Authorisation and Water Use Licence applications in accordance with the processes determined during the screening study. **The EAP will remain employed until all the pre-construction environmental legal requirements that are required for this project have been fulfilled.**

The purpose of the environmental screening is for the identification of environmental and social impacts associated with the proposed project. This should include but not limited to:

- Providing environmental considerations that should be taken into account during the identification of feasible options for all river and road crossings;
- Assessment of potential impacts for groundwater and surface water contamination as a result of runoff from construction site;
- Assessment of the potential impacts to the environment in terms of noise;
- Identifying characteristics of the social context that could affect the project;
- Assessment of potential impacts associated with site establishment and site access requirements (e.g. construction of temporary and permanent access roads), location of potential construction site camps, and materials holding yards;
- Determining the impacts of all proposed infrastructure on existing infrastructure and services in the area, e.g. roads, telecommunication, electricity;
- Providing input to the detailed design study; and
- Providing a clear, detailed description of whether the potential impacts assessed will be temporal because of construction activities or permanent including consideration for the operational phase.

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

- Undertake a desktop analysis to determine the status quo for the entire project footprint;
- Undertake site visits of the entire project footprint to determine baseline conditions;
- Undertake an environmental screening study (using the DFFE screening tool) to determine the potential environmental impacts on the proposed project components including the associated alternatives considered. The screening process shall include the following specialist studies :
 - Heritage Assessment;
 - Biodiversity Assessment;
 - Social Impact Assessment;
 - Wetland Assessment.
- Advise on the potential environmental impacts during the pre-feasibility phase and determine the preferred option based on the environmental impacts emanating from the screening study;
- 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 be required to undertake an environmental authorisation application either through a scoping and environmental impact assessment or a basic assessment process as determined during the screening process;

- 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;
- Aquatic Specialist will undertake an aquatic assessment to provide the details on the aquatic ecosystems within the proposed site/s, potential aquatic ecosystem impacts and recommendations for mitigation measures. A report detailed report on the aquatic assessment must be provided.
- 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.
- **At detailed feasibility phase undertake the environmental applications required which shall include applications for environmental authorisation and the water use licence and other relevant permits.**

Specialist reports should contain

- (a) details of –
 - (i) the specialist who prepared the report; and
 - (ii) the expertise of that specialist to compile a specialist report including a curriculum vitae;
- (b) a declaration that the specialist is independent in a form as may be specified by the competent authority;
- (c) an indication of the scope of, and the purpose for which, the report was prepared;
- (d) an indication of the quality and age of base data used for the specialist report;
- (e) a description of existing impacts on the site, cumulative impacts of the proposed development and levels of acceptable change;
- (f) the duration, date and season of the site investigation and the relevance of the season to the outcome of the assessment;
- (g) a description of the methodology adopted in preparing the report or carrying out the specialised process inclusive of equipment and modelling used;
- (h) details of an assessment of the specific identified sensitivity of the site related to the proposed activity or activities and its associated structures and infrastructure, inclusive of a site plan identifying site alternatives;
- (i) an identification of any areas to be avoided, including buffers

- (j) a map superimposing the activity including the associated structures and infrastructure on the environmental sensitivities of the site including areas to be avoided, including buffers;
- (k) a description of any assumptions made and any uncertainties or gaps in knowledge;
- (l) a description of the findings and potential implications of such findings on the impact of the proposed activity or activities;
- (m) any mitigation measures for inclusion in the EMPr;
- (n) any conditions for inclusion in the environmental authorisation;
- (o) any monitoring requirements for inclusion in the EMPr or environmental authorisation;
- (p) a reasoned opinion-
 - (i) whether the proposed activity, activities or portions thereof should be authorised;
 - (ii) regarding the acceptability of the proposed activity or activities; and
 - (iii) if the opinion is that the proposed activity, activities or portions thereof should be authorised, any avoidance, management and mitigation measures that should be included in the EMPr, and where applicable, the closure plan;
- (q) a description of any consultation process that was undertaken during the course of preparing the specialist report;
- (r) a summary and copies of any comments received during any consultation process and where applicable all responses thereto; and
- (s) any other information requested by the competent authority.

All reports will be provided in both electronic and hard copies, and where applicable, geographical data must comply as follows:

- All spatial data must be provided in an ESRI file geodatabase and provided to Umgeni Water in ESRI file geodatabase format;
- All maps produced must be provided to Umgeni Water in the ESRI map package format (.mpk file format)
- All spatial data will have metadata captured in the ISO19115 2003 standard. The metadata captured must be available for display in the ISO19115 2003 standard available in ESRI products;
- The projection information required is:
 - o Projection: Transverse Mercator
 - o Datum: Hartebeesthoek 1994
 - o Spheroid: WGS 1984
 - o Reference Longitude/Central Meridian: 31

1. Employer's objectives

The purpose of the appointment is to secure the services of an EAP who will undertake the Environmental Screening, the EIA study and the WUL application processes to provide input into the Detailed Feasibility Study. The EAP will also be required to ensure that the Environmental Authorisation, Water Use Licence, an approved Environmental Management Programme, Rehabilitation Plan and other necessary licences and permits are obtained before the commencement of construction for the project.

2. Description of the services

A preferred service provider, as well as specialists, are to undertake all the necessary EIA requirements as outlined in NEMA, with the view of obtaining an Environmental Authorisation,

EMPr approval and applicable permits or licences. This is a pre-requisite for the construction of a listed activity as per NEMA.

Public participation and Specialist Studies deemed necessary by the competent authority will be undertaken by the EAP and the specialists. These assessments will form part of the EIA Report and EMPr that the EAP will compile and submit to the authority for approval, after comments have been received from the public.

In addition, a Rehabilitation Plan as well as the Rehabilitation bill of quantities needs to be prepared for use in the construction phase tender document.

3. Extent of the services

The proposed project entails the Upgrades to Eshowe Water Treatment Plant (WTP); reservoirs, pump stations and pipelines (primary, secondary and tertiary) to deliver water to the uMlalazi Local Municipality. The project will comprise the construction of the following:

- Upgrade of the Eshowe Water Treatment Plant to 30MI/day;
- Upgrade approximately 30km secondary bulk pipes;
- Extend secondary bulk mains by approximately 47km;
- Extend tertiary bulk mains by approximately 107km;
- Increase the existing secondary storage capacity from 8MI to 16MI;
- Addition of approximately 18MI secondary storage and 15.4MI of tertiary storage;
- Upgrade pump station at Matigulu River to 3kW;
- Upgrade pump station (15kW) at Matigulu River to Catherine Booth WTP; and
- Extend the Lower Thukela pipeline by +/- 38km to feed into the Eshowe WTP.

The EIA study will be focused on a 100m corridor of the construction working area. The study has to be completed within 24 months after the conclusion of the environmental screening phase.

4. Use of reasonable skill and care

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

5. Co-operation with other services providers

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

6. Brief

The implementation of the Eshowe BWSS will enable the supply of water to the uMlalazi Local Municipality (LM) areas, i.e. Eshowe, thereby eliminating a number of standalone schemes in the region and to aid in addressing the water supply backlogs within the KCDM. According to the Overall Master Plan for Water Supply to KCDM 2015 Revision, dated March 2017, approximately 42% of households in uMlalazi Local Municipality do not have access to formal water supply.

UMlalazi LM has an estimated population of 279 331 people residing in 43 851 households. The municipality has an average household size of 6.3 persons per household. The uMlalazi LM covers one of the largest geographical areas of all municipalities in South Africa, with a total of approximately 2 300km². The municipal area includes a coastline on the Indian Ocean of

some 18km, together with a considerable hinterland. The uMlalazi area is reliant on the agricultural sector for its financial well-being. Agricultural production is dominated by sugar cane and some timber production and also citrus farming in the Nkweleni Valley.

The population distribution in the municipal area is characterised by relatively high population densities within urban nodes, and low densities in rural areas. The municipal area is dominated by tribal areas and 14 Tribal Authorities exist within the municipal area.

UMlalazi LM (KZN284) is situated along the north-eastern coast of KwaZulu-Natal, 125km north east of Durban. The eastern portion of uMlalazi LM lies on the N2 National and Provincial Development Corridor linking two major economic hubs of Richards Bay and Durban. The uMlalazi LM is characterised by an undulating topography causing a certain amount of difficulties in respect of the delivery of services.

The development entails the Upgrades to the Eshowe Water Treatment Plant (WTP); reservoirs, pump stations and pipeline (primary, secondary and tertiary) to deliver water to the uMlalazi LM.

The infrastructure upgrades and augmentation required are outlined as follows:

- Upgrades of the Eshowe Water Treatment Plant to 30Ml/day;
- Upgrade approximately 30km secondary bulk pipes ranging between 200 – 650mm Ø;
- Extend secondary bulk mains by approximately 47km, ranging between 63 – 450mm Ø;
- Extend tertiary bulk mains by approximately 107km, ranging between 63 – 450mm Ø;
- Increase the existing secondary storage capacity from 3Ml to 16Ml;
- Addition of approximately 18Ml secondary storage and 15.4Ml of tertiary storage;
- Upgrade pump station at Matigulu River to 3Kw;
- Upgrade pump station (15kW) at Matigulu River to Catherine Booth WTP; and
- Extend the Lower Thukela pipeline by +/- 38km to feed into the Eshowe WTP.

The deliverables arising from the Screening Process should include the following:

- Environmental Screening Report; and
- Draft and Final copies of all Specialist Reports.

Once the suitable EAP has been selected, a kick-off meeting will be arranged between the EAP and Umgeni Water's project team. The meeting will aim at:

- Confirming the Terms of Reference (ToR) and any information needed;
- Obtaining additional project background information from Umgeni Water; and
- Confirming the project approach, project scope and design, reporting requirements and schedule.

7. Reference data

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

8. Applicable national and international standards

A number of environmental legislative components will 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 Eshowe Bulk Water Supply Scheme will be subjected to environmental legislation and regulations, in terms of which compliance is required prior to the commencement of construction

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

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

9. Particular/Generic specifications

The Umgeni Water Particular Specification for Environmental Management of Construction Projects will be provided to the successful tenderer for compliance to the EMPr.

10. Approvals

- Department of Environmental Affairs;
- Department of Water and Sanitation;
- AMAFA/SAHARA;
- EKZN Wildlife;
- Department of Agriculture, Forestry and Fisheries;
- Local Municipality; and
- District Municipality.

11. Procurement

N/A

12. Access to land / buildings / sites

The service provider will be required to consult with the landowners and Interested and Affected Parties (I&APs where access to the site/private land is required.

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 **24 months** of award.

14. Software application for programming

N/A

15. Quality management

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

16. Format of communications

- Mid-monthly email communication of work progress;
- Monthly progress report to be submitted to the Project Team;
- Hard copies of Environmental Impact Assessment report, EMP and Rehabilitation Plan to be submitted to DEA and Umgeni Water; and
- Electronic copies of all reports to be provided on USB to Umgeni Water Project Team

17. Key personnel

The key personnel for the project is the Environmental Assessment Practitioner (EAP) who will be responsible for the overall project management and managing all identified specialists.

18. Management meetings

Monthly or quarterly project team progress meetings and monthly meetings with Umgeni Water Project Manager and Project Steering Committee will be necessary for the EAP. Minutes to be taken.

19. Forms for contract administration

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

20. Electronic payments

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

21. Daily records

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

22. Professional indemnity insurances

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.

23. Payment certificates

Invoices are to be submitted by the 25th of each month and should be milestone based. Proof of work completed must be submitted with each invoice. A reconciliatory spreadsheet must also be provided.

24. Use of documents by the Employer

The Screening Report, The Environmental Authorisation, an approved EMPr 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.

25. Property provided for the Service provider's use

N/A

26. Proof of compliance with the law

N/A

For information use only

PART C4: SITE INFORMATION

Eshowe, Mthunzini and Gingindlovu form the three main towns of uMlalazi Municipality. Eshowe is the sub-regional centre and has the most diversified economy. Gingindlovu is a small urban area which acts as a service centre for its surrounding area. Mthunzini is a dormitory town to the University of Zululand and to a certain extent also to Empangeni and Richards Bay.

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The locality map and extent of the study area are shown in **Figure 1** below. Umlalazi LM (KZN284) is situated along the north-eastern coast of KwaZulu-Natal, 125km north east of Durban. The eastern portion of uMlalazi LM lies on the N2 National and Provincial Development Corridor linking two major economic hubs of Richards Bay and Durban. The uMlalazi LM is characterised by an undulating topography causing a certain amount of difficulties in respect of the delivery of services.

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C5.2

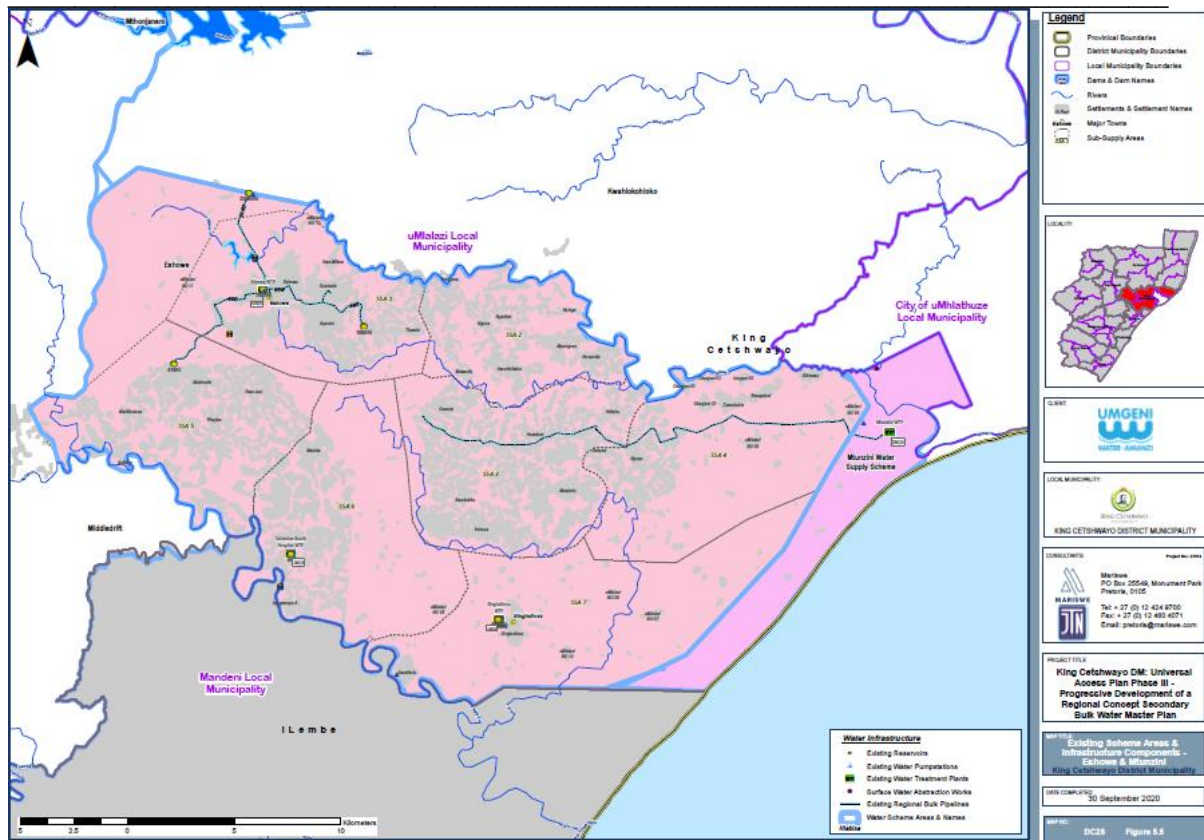


Figure 1 : Locality map of the UMlalazi Local Municipality

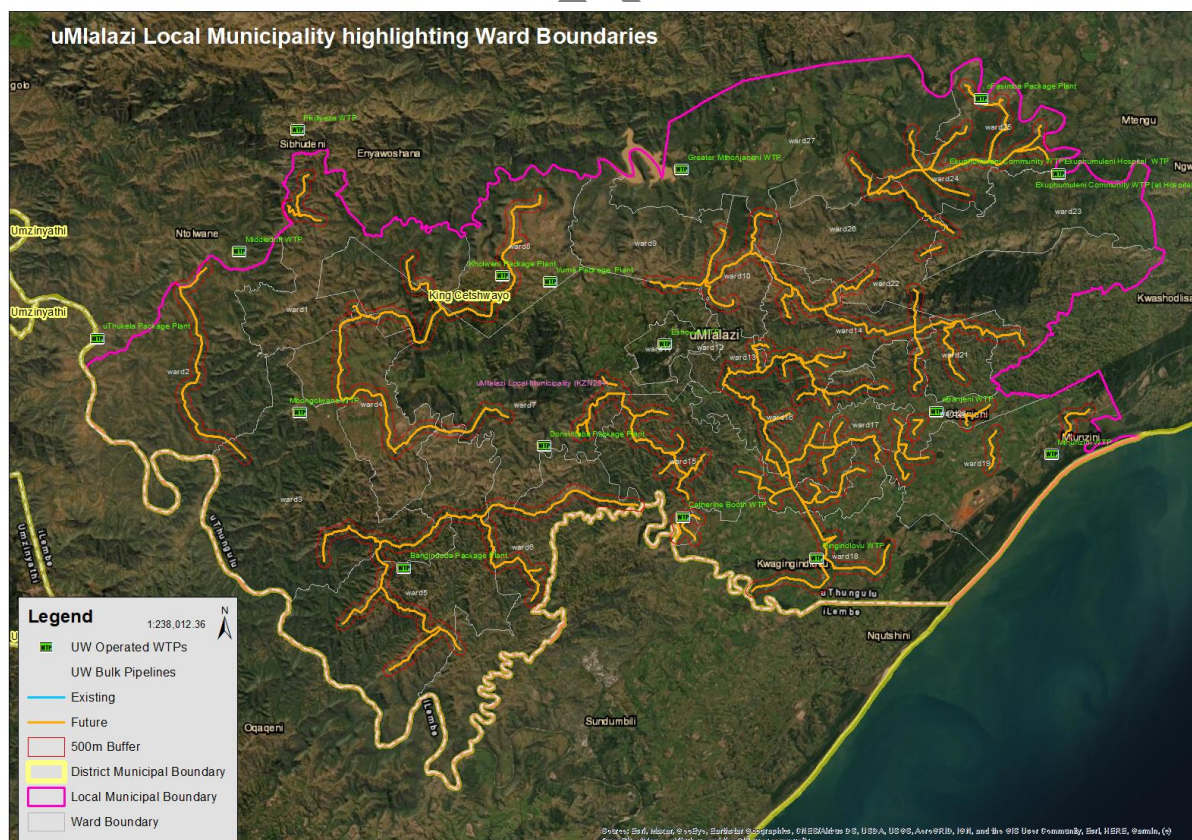


Figure 2 : UMlalazi Local Municipality map showing Ward Boundaries

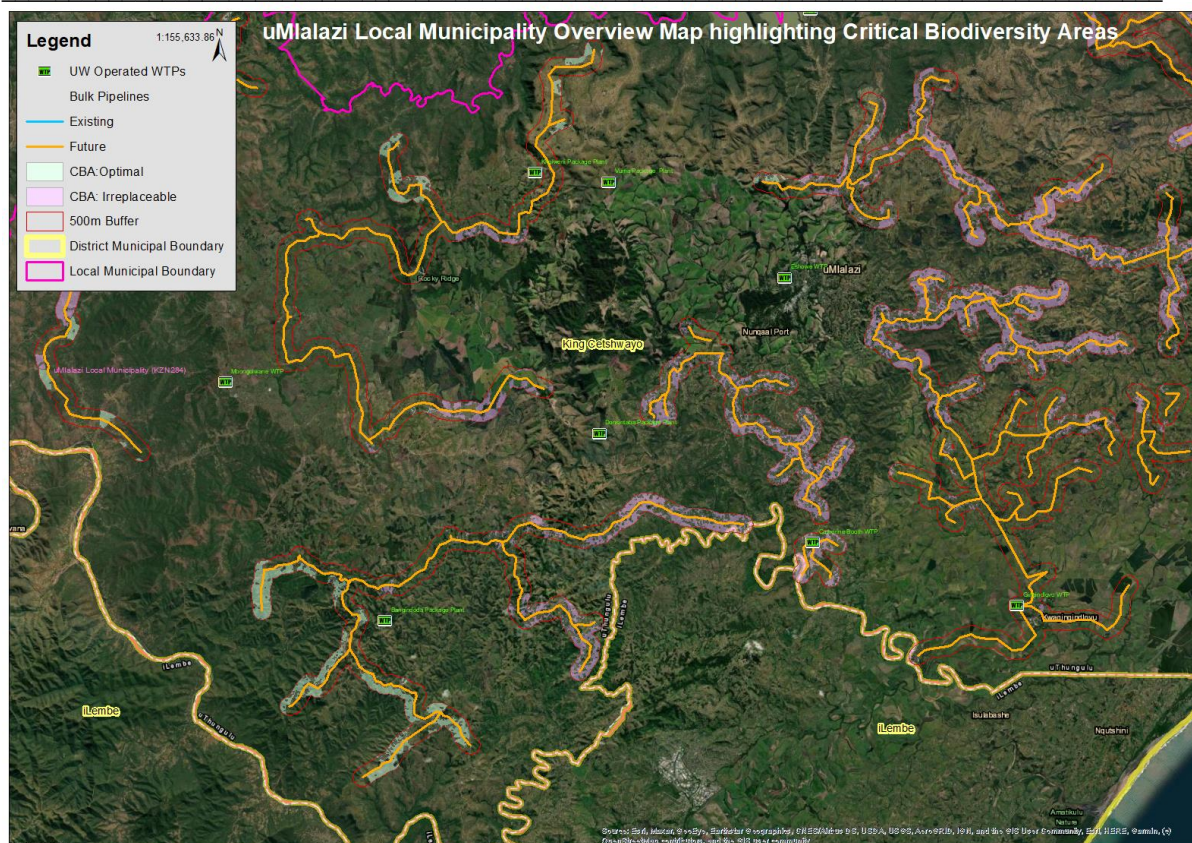


Figure 3 : UMLalazi Local Municipality map showing Critical Biodiversity Areas

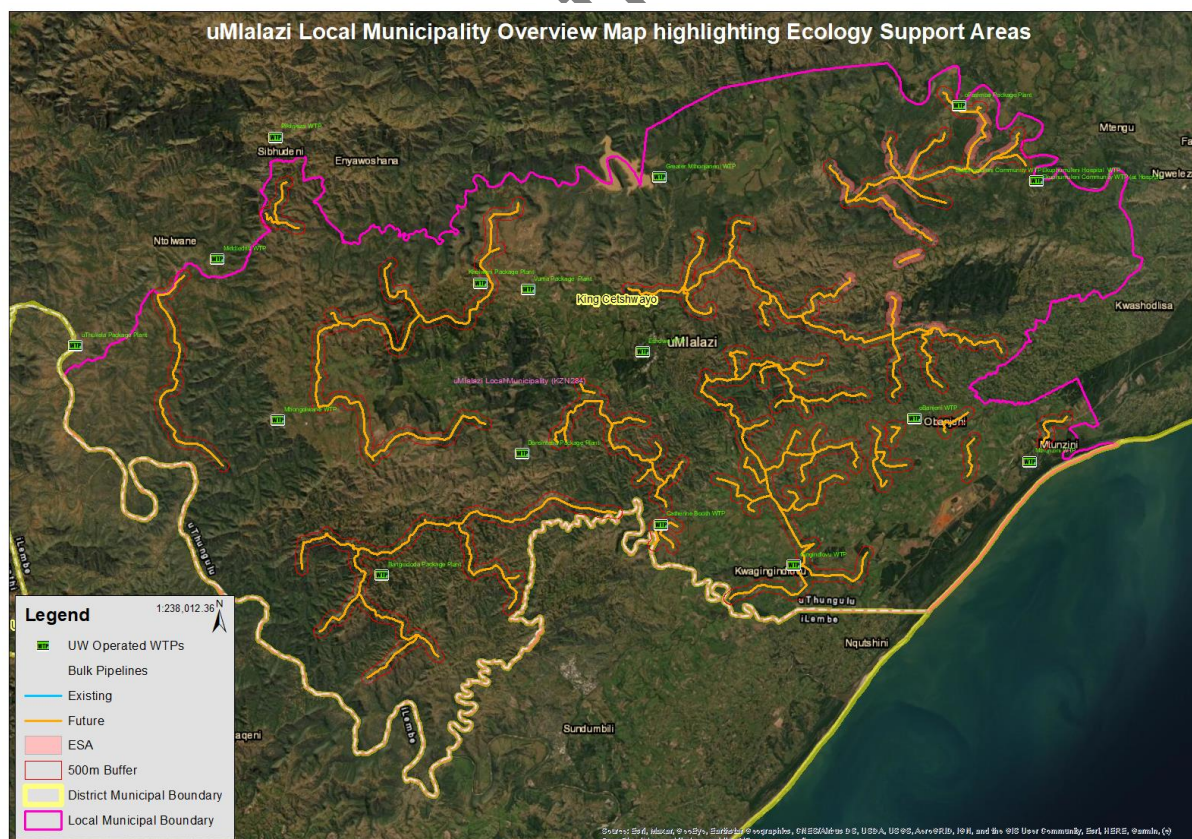


Figure 4 : UMLalazi Local Municipality map showing Ecology Support Areas

C5.4

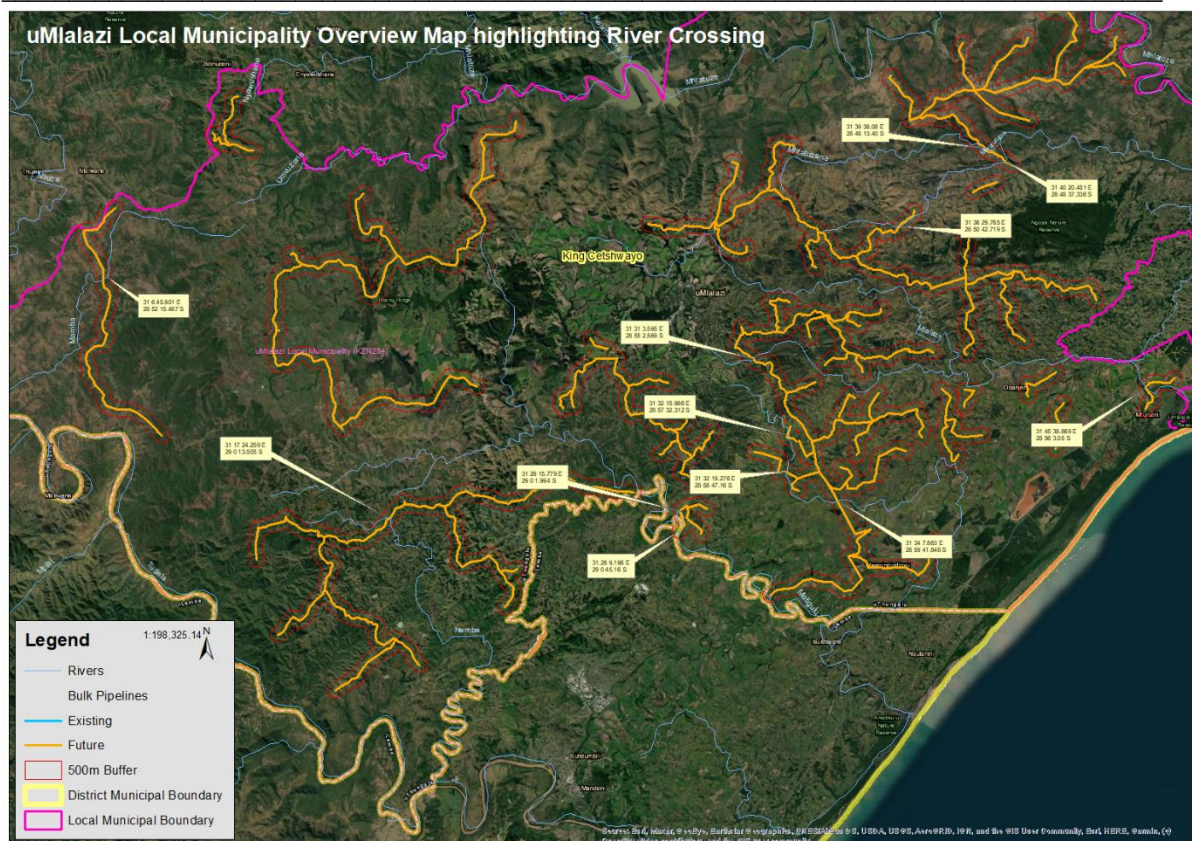


Figure 5 : uMlalazi Local Municipality map showing River Crossings

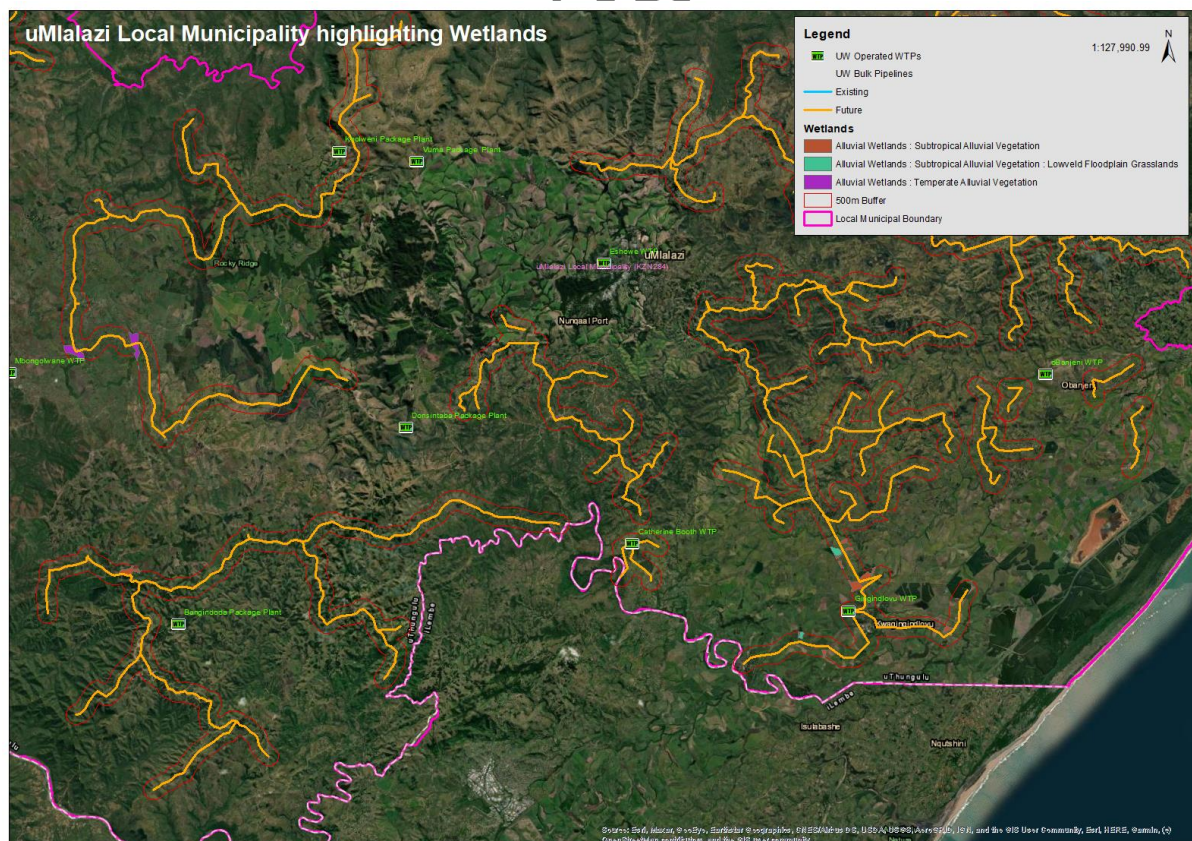


Figure 6 : uMlalazi Local Municipality map showing Wetlands