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**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ENVIRONMENTAL SERVICES FOR UMZIMVUBU WATER PROJECT**

<b>Bid Number:</b>	<b>037/2023/PMID/EAP/RFB</b>
<b>Briefing Session:</b>	<b>Compulsory</b>
<b>Briefing Session Date and Time:</b>	<b>11 April 2024 at 9H00am</b>
<b>Briefing Session Venue:</b>	<p>Department of Water and Sanitation, Mthatha Dam Eastern Cape Province 5100 Coordinates – 31°33.2'66"S and 28°44'32.6 "E. Or Join Microsoft Teams Meeting on your computer, mobile app or room device. <a href="#">Click here to join the meeting</a> Meeting ID: 368 944 456 731 Passcode: Fai8jq <a href="#">Download Teams</a>   <a href="#">Join on the web</a></p>
<b>Site Visit</b>	<b>Non-Compulsory</b>
<b>Site Date and Time:</b>	<b>11 April 2024 at 12H30pm</b>
<b>Site Visit Venue</b>	<b>Ntabelanga Dam Wall Coordinates- 31°06'58.68"S and 28°40'23.97"E</b>
<b>Clarifications Deadline:</b>	<b>16 April 2024</b>
<p><b>Closing Date and Time:</b> Bidders are urged to submit their bid from 08:00am on the date of closing and not earlier to ensure that bids are received by the TCTA representative.</p>	<b>02 May 2024 at 13H00pm</b>
<b>Bid Validity Period:</b>	<b>84 calendar days</b>
<b>Bid Submission Email/Physical Address:</b>	<p>Bid Submissions must be sent to: Byls Bridge Office Park Cnr Olievenhoutsbosch and Jean Avenue Doringkloof Centurion</p>
<b>Enquiries:</b>	<p>Name: Vhahangwele Thandavhathu Email Address: <a href="mailto:tenders08@tcta.co.za">tenders08@tcta.co.za</a></p>

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## 1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

<b>B-BBEE</b>	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
<b>BID SUBMISSION</b>	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
<b>BLACK PEOPLE</b>	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
<b>CONSORTIUM OR JOINT VENTURE OR CONSORTIUM</b>	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;
<b>CONSULTANT</b>	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
<b>CONTRACT</b>	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
<b>CONTRACT MANAGER</b>	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract
<b>DESIGNATED SECTORS</b>	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
<b>EAP</b>	Environmental Assessment Practitioner
<b>EME</b>	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
<b>FIRM PRICES</b>	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 bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
<b>HISTORICALLY DISADVANTAGED ENTITIES</b>	Means entities that are at least: <ul style="list-style-type: none"> <li>• 51% black owned;</li> <li>• 51% owned by black youth;</li> <li>• 51% owned by black women;</li> </ul>

	<ul style="list-style-type: none"> <li>• 51% owned by black people with disabilities;</li> <li>• 51% owned by black people in rural areas, underdeveloped areas or townships;</li> <li>• a co-operative that is 51% owned by black people.</li> <li>• 51% owned by black people who are military veterans.</li> </ul>
<b>LOWEST ACCEPTABLE TENDER</b>	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
<b>PROCUREMENT SPECIALIST</b>	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
<b>PO</b>	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
<b>PRICE</b>	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
<b>QSE</b>	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
<b>RAP</b>	Resettlement action plan
<b>RD</b>	A requesting department withing TCTA or its representative
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.
<b>SPECIFIC GOALS</b>	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

## **2. PREPARATION OF BID SUBMISSIONS**

2.1. A two-envelope procedure will apply as follows:

2.1.1 An Envelope 1 marked “ENVELOPE -1 FUNCTIONALITY PROPOSAL”

- a. Ensure that all returnable documents listed in section 7.1 are completed. Submit one hard copy and one electronic copy on an unencrypted USB with documents in .pdf format.
- b. The completed hard copy and unencrypted USB should be inserted in an Envelope 1 marked “ENVELOPE 1 FUNCTIONALITY PROPOSAL”, the project number and description.

2.1.2 An Envelope 2 marked “ENVELOPE -2 FINANCIAL PROPOSAL”

- a. Ensure that all returnable documents listed in section 7.2 are completed. Submit one hard copy and one electronic copy on an unencrypted USB with documents in .pdf format.
- b. The completed hard copy and unencrypted USB should be inserted in an Envelope 2 marked “ENVELOPE 2 FINANCIAL PROPOSAL”, the project number and description.

2.1.3 Seal both envelopes and insert in the outer envelope with the words “BID” clearly marked and bearing the Employer’s name, bid number and description as well as the Bidders authorized representative’s name, postal address and contact details.

2.2 Bidders electronic copy on an unencrypted USB shall be subject to the following:

2.2.1 USBs must not be password protected and must be free of any and all corruption and/or viruses.

2.2.2 TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.

2.2.3 Only pdf documents will be accepted and not word, images or any other format not specified in this bid document.

2.2.4 These provisions will be applied on a case by cases basis within the sole discretion of the bid evaluation committee.

2.3 Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA.

2.4 Bid Submissions must:

2.4.1 Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date

and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;

2.4.2 Clearly reflect the Bid description and bid number on the outer packaging; and

2.4.3 Contain a Firm Price.

2.5 TCTA reserves the right to reject bids that are not prepared in terms of section 2 and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.

2.6 This Bid has 7 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

2.7 Minimum requirements for validity of a BBBEE Affidavit:

As from 01 April 2020, BBBEE affidavits with the following features will not be accepted.

- i. BBBEE affidavits is not completed fully.
- ii. BBBEE affidavits does not state member / director / owner of the entity.
- iii. BBBEE affidavits does not state the registration details of the entity.
- iv. Affidavit indicates 0% or is blank on black ownership and 100% black women ownership.
- v. Does not indicate which financial year end the BBBEE affidavit is based on.
- vi. Does not indicate the Black Designated Group Beneficiaries.
- vii. No indication of the BBBEE level.
- viii. Deponent did not sign the BBBEE affidavit.
- ix. Date of Deponent signature and commissioner of oaths date are different.
- x. BBBEE affidavit which is not stamped and signed by the commissioner of Oaths (cannot be a certification of a true copy stamp).
- xi. Unincorporated Joints Ventures or Consortiums Affidavits (only consolidated BBBEE Certificates will be accepted).

### 3. BACKGROUND

The Mzimvubu Water Project is an integrated multi-purpose (domestic water supply, agriculture, power generation, transport, tourism, conservation and industry) project and provides socio-economic development opportunities for the Eastern Cape Region.

The project footprint spreads over three District Municipalities (DMs) namely the Joe Gqabi DM in the North West, the OR Tambo District Municipality in the South West and the Alfred Nzo District Municipality in the east and north east. The proposed Ntabelanga Dam site is located approximately 25 km east of the town of Maclear and north of the R396 Road. The proposed Lalini Dam site is situated approximately 17 km north east of the small town Tsolo. Both are situated on the Tsitsa River, a tributary of the Mzimvubu River.

The proposed water resource infrastructure includes:

- A dam at the Ntabelanga site with a storage capacity of 490 million m<sup>3</sup>
- A dam at the Lalini site with a storage capacity of approximately 232.5 million m<sup>3</sup>
- A tunnel/conduit and power house at the Lalini Dam site for generating hydropower;
- Five new flow measuring weirs will be required in order to measure the flow that is entering and released from the dams. These flow gauging points will be important for monitoring the implementation of the Reserve and for operation of the dams.
- Wastewater treatment works at the dam sites;
- Accommodation for operations staff at the dam sites;
- An information centre at each of the dam sites.

The Ntabelanga Dam will supply potable water to 539 000 people, which is estimated to rise to 730 000 people by year 2050. The domestic water supply infrastructure will include:

- An intake structure and associated works;
- A regional water treatment works at Ntabelanga Dam;
- Potable bulk water distribution infrastructure for domestic and industrial water requirements (primary and secondary distribution lines);
- Bulk treated water storage reservoirs strategically located;
- Pumping stations.

The Ntabelanga Dam will also provide water to irrigate approximately 2 900 ha of arable land. This project includes bulk water conveyance infrastructure for raw water supply to edge of field. About 2 450 ha of the high potential land suitable for irrigated agriculture is in the Tsolo area and the rest near the proposed Ntabelanga Dam and along the river, close to the villages of Machibini, Nxotwe, Culunca, Ntshongweni, Caba, Kwatsha and Luxeni.

Following a comprehensive Environmental Impact Assessment process undertaken between 2014 and 2015, the project was issued with three Environmental Authorisations (EA), namely:

- i) Construction of access roads, Eastern bypass roads [Authorisation no. 14/12/16/3/3/1/1169]
- ii) Proposed Ntabelanga-Lalini conjunctive scheme [Authorisation no. 14/12/16/3/3/2/677]
- iii) Associated infrastructure [Authorisation no. 14/12/16/3/3/678]

The road infrastructure construction (constituting phase 1 of the project) commenced in 2020 is scheduled to be completed in early 2024. The other two authorisations (conjunctive scheme and power generation) which cover part of phase 2 are yet to be activated. The access roads provide access to the dam centre line for the Ntabelanga dam site and site offices.

The commencement of the Ntabelanga dam construction (which has a separate authorisation) requires various activities such as the undertaking of baseline specialist studies listed in the EA to be undertaken, of which the outcome will inform the finalisation of the construction Environmental Management Programme report (cEMPr).

It is against this background that an Environmental services provider to undertake the environmental management pre-construction activities is required. The estimated duration is 1 year or until the Services, including any matter or dispute arising or relating thereto, were finalized or settled, whichever event occurs last.

### **3.1 COMPANY EXPERIENCE**

A company with a minimum of 5 years' experience in the environmental field and have completed at least 3 Environmental Impact Assessments (EIAs) and/or 3 EMPrs.



## **3.2 PERSONNEL EXPERIENCE**

Environmental Assessment Practitioner (EAP) – A minimum of 5 years' experience in environmental assessment for infrastructure projects.

EAP should either be registered with Environmental Assessment Practitioners Association of South Africa (EAPSA) or the South African counsel of Natural Scientific Professions (SACNASP)

EAP should have a minimum of NQF 7 qualification in environmental management or natural science .

The specialist proposed should have at least a minimum of an NQF 7 qualification. The specialist should have done a minimum of two (2) specialist reports/ studies/projects in the particular specialist area.

## **4. SCOPE OF WORK**

### **4.1. DETAILED DESCRIPTION OF GOODS/SERVICES**

Task 1: To undertake the following specialist studies.

The following specialist studies as listed in the EIA:

1. RAP (dependent on availability of design information).
2. Grave location Plan ( (dependent on availability of design information).
3. Heritage.
4. Noise.
5. Air quality.
6. Biodiversity (both fauna and flora).
7. Biomonitoring.
8. Water quality.

Task 2: Preparation of cEMPR for submission to the Department of Forestry, Fishery and the Environment (DFFE) for approval.

Task 3: Liaison with stakeholders and interested and affected parties

Task 4: Project Management

Task 5: Environmental and social services for the preliminary studies

## 4.2. DELIVERABLES

The CEMPR and associated baseline reports of specialist studies in the Ntabelanga Lalini dams EA.

Inception meeting and inception report.

Project Plan report.

Specialist studies (field work and literature review).

Draft CEMPr report.

Stakeholder engagements register with all supporting documentation.

Specialist reports.

Bi-weekly project meetings.

Liaison with DFFE and relevant authorities.

Approved cEMPr and requisite notifications to interested and affected parties.

Environmental and social monitoring reports for phase 2 pre-construction activities

## 5. STAGE 1: ELIGIBILITY

Only those bidders who satisfy the following criteria are eligible to submit bid:

5.1.1 Submit an RFB only if the bidder (whether a single company or a structure similar to a Joint Venture) or any of his principals, is not listed on the National Treasury Restricted and Defaulters Report under any restriction to do business with /State Owned Companies.

5.1.2 Registered on National Treasury Central Supplier Database.

bidder, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database.

5.2 Bidders are deemed ineligible to submit a bid if:

5.2.1 Bidders submit more than one bid either individually or as a partner in a joint venture (JV) or consortium.

5.2.2 Bids submitted by a JV or consortium where the JV/consortium agreement does not explicitly state that the parties of the JV or consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

- 5.2.3 A Bidder must not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a. they have a controlling partner/majority shareholder in common; or
  - b. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender/proposal of another Tenderer or influence the decisions of the Employer regarding this bidding process.
- 5.2.4 Bids signed by non- authorized persons.
- 5.2.5 Where the bidders are not registered on National Treasury's Central Supplier Database.
- 5.2.6 Any bidder that is restricted by National Treasury
- 5.2.7 Any bidder on the Tender Defaulters list.
- 5.2.8 A bidder that sub-contracts 100% Scope of Work.

Ineligible tenderers will be disqualified.

## **6. STAGE 2: ATTENDANCE OF COMPULSORY BRIEFING SESSION**

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session.

Where the bidders join the meeting virtually, the bidders must register their attendance verbally in the meeting or in writing with their full names, surnames, and the company they represent.

**Failure to attend a compulsory briefing session may result in a bidder being disqualified at this stage and not evaluation further.**

## 7. STAGE 3: RETURNABLES

**ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.**

No.	DOCUMENT TYPE	DESCRIPTION	ACTION	STATUS
<b>7.1 FUNCTIONALITY ENVELOPE</b>				
1	Compliance	CERTIFICATE OF ATTENDANCE AT THE TENDER BRIEFING AND SITE INSPECTION	Attach form	Mandatory
2	SBD 1	INVITATION TO BID PART A AND PART B	Complete Form	Non-Mandatory
3	Compliance	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Attach Copy	Non-Mandatory
4	Compliance	LETTER OF AUTHORITY TO SIGN BID ANNEXURE A	Attach a Copy	Non-Mandatory
5	SDB 4	BIDDERS DISCLOSURE	Complete Form	Non-Mandatory
6	Functionality	COMPANY EXPERIENCE – ANNEXURE B	Complete Form	Mandatory
7	Functionality	PERSONNEL EXPERIENCE: CVs OF KEY PERSONNEL - ANNEXURE C1 to C5	Complete Form and attach Copies	Mandatory
8	Compliance	TAX COMPLIANCE STATUS PIN	Attach Copy/Provide information	Non-Mandatory
<b>7.2 FINANCIAL ENVELOPE</b>				
1	Price	MANPOWER PRICING SCHEDULE	Attach Copy	Mandatory
2	SBD 6.1	SPECIFIC GOALS IN TERMS OF PPR 2022	Complete Form	Mandatory
3	Proof of BBEE Status	VALID BBEE CERTIFICATE ISSUED BY THE VERIFICATION AGENCY ACCREDITED BY SANAS, VALID DTIC BBEE CERTIFICATE, VALID SWORN AFFIDAVIT FOR EME OR QSE, CONSOLIDATED BBEE FOR JOINT VENTURE TENDERERS ISSUED BY A VERIFICATION AGENCY AN ACCREDITED BY SANAS.	Attach Copy	Non-Mandatory

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further. Sworn Affidavits which does not meet the minimum requirements for validity will be receive zero points.

**8. STAGE 4: FUNCTIONALITY**

TCTA will evaluate the submissions for functional capacity and capability. TCTA will evaluate the submissions in terms of the functional criteria set out below.

CATEGORY	FUNCTIONALITY	MINIMUM POINTS	MAXIMUM POINTS
	<b>Company Experience</b>	<b>Minimum Score</b>	<b>Maximum score</b>
<b>1. TENDERER'S EXPERIENCE (INCLUDING SUB-CONSULTANTS, IF ANY).</b>	<p>Minimum of 5 years Company experience in environmental management (EIA, EMPR development environmental monitoring and evaluation, environmental specialist studies)</p> <p>Completed at least 3 EIAs and/or 3 EMPRs</p> <p>0-4 years experience – 0</p> <p>5 years' experience and at least 3 EIAs and/or 3 EMPRs completed – 10.</p> <p>For each year above 5 years and a minimum of 3 EIA and/or 3 EMPRs, 1 point will be added to the maximum of 5 points.</p> <p>Form <b>Annexure B</b></p>	10	15
<b>2. KEY PERSONNEL</b>	Refer to the SAQA website for NQF-7 level qualification requirements		
<b>ENVIRONMENTAL LEAD</b>	Environmental Lead experience (Environmental assessment Practitioner for the development of Environmental impact assessments, Environmental Management Programmes, Lead in Environmental Monitoring and evaluation, Environmental control officer) of a minimum of 5 years' experience with a statutory professional registration ( <b>EAPSA and/or SACNASP</b> ) and NQF 7 qualification in	15	25

CATEGORY	FUNCTIONALITY	MINIMUM POINTS	MAXIMUM POINTS
	<b>Company Experience</b>	<b>Minimum Score</b>	<b>Maximum score</b>
	<p>Environmental Management or Natural Science.</p> <p>0-4 years' experience - 0</p> <p>5 years environmental lead experience with EAPSA and or SACNASP Registered and NQF 7 qualification in Environmental Management or Natural Science.</p> <p>= 15</p> <p>For each year above 5 with EAPSA and or SACNASP Registered and NQF7 qualification in Environmental Management or Natural Science.</p> <p>, 1 point will be added to the maximum of 10 points.</p> <p><b>In order to score points the Environmental Lead must either be EAPSA and/or SACNASP registered, meet the minimum 5 years of experience and attach a certified copy within 6 months at bid closing of NQF 7 qualification in Environmental Management or Natural Science.</b></p> <p>Failure to submit proof of professional registration (certificate or registration number), completed Annexure C1 and attach certified copy of NQF 7 qualification in Environmental Management or Natural Science.</p> <p>, nil point will be awarded.</p> <p>Form <b>Annexure C1</b></p>		
<b>RESETTLEMENT SPECIALIST</b>	<p>Experience in development of Resettlement Policy Frameworks, Resettlement Action plans, Livelihood restoration plans, Grave Relocation plans, Implementation, monitoring and evaluation of the plans) with a minimum of 2 projects and /or specialist studies in RAP /grave relocation with NQF 7 qualification.</p> <p>Less than 2 projects and/or specialist studies in RAP / grave relocation with NQF 7 qualification = 0 point.</p>	10	15

CATEGORY	FUNCTIONALITY	MINIMUM POINTS	MAXIMUM POINTS
	Company Experience	Minimum Score	Maximum score
	<p>2 projects and/or specialist studies in RAP / grave relocation with NQF 7 qualification = 10 points</p> <p>For each project and/or specialist studies in RAP / grave relocation above 2 with NQF 7, 1 point will be added to the maximum of 5 points.</p> <p><b>In order to score points for the Resettlement Specialist, Annexure C2 must be completed and signed with the minimum requirements met and attach a certified copy within 6 months at bid closing of NQF7 qualification.</b></p> <p>Form <b>Annexure C2</b></p>		
<b>HERITAGE SPECIALIST</b>	<p>Less than 2 heritage projects = 0 point</p> <p>A minimum of 2 heritage projects and/ or Specialist Study with NQF 7 qualification = 10 points</p> <p>For each heritage project and/ or specialist study above 2 with NQF 7, 1 point will be added to the maximum of 5 points.</p> <p><b>In order to score points for Heritage Specialist, Annexure C3 must be completed and signed with the minimum requirements of 2 heritage projects met and attach a certified copy within 6 months at bid closing of NQF 7 qualification.</b></p> <p>Form <b>Annexure C3</b></p>	10	15
<b>BIODIVERSITY SPECIALIST</b>	<p>Less than 2 biodiversity projects/ specialist studies = 0 point</p> <p>A minimum of 2 biodiversity projects and/ or specialist studies with NQF 7 qualification = 10 points</p> <p>For each biodiversity project and/ or specialist studies above 2 with NQF 7, 1 point will be added to the maximum of 5 points.</p> <p><b>In order to score points for Biodiversity Specialist, Annexure C4 must be completed</b></p>	10	15

CATEGORY	FUNCTIONALITY	MINIMUM POINTS	MAXIMUM POINTS
	<b>Company Experience</b>	<b>Minimum Score</b>	<b>Maximum score</b>
	and signed with the minimum requirements of 2 biodiversity projects met and attach a certified copy within 6 months at bid closing of NQF 7 qualification. Form Annexure C4		
<b>BIOMONITORING SPECIALIST</b>	The biomonitoring specialist must be South African Scoring System (SASS) competent. Less than 2 biomonitoring specialist studies and/or projects using South African Scoring System (SASS) = 0 point. 2 biomonitoring specialist studies and/or projects using South African Scoring System (SASS) = 10 points <b>In order to score points for Biomonitoring Specialist, Annexure C5 must be completed and signed with the minimum requirements of 2 biodiversity projects met and attach a certified copy within 6 months at bid closing of NQF 7 qualification.</b> Form Annexure C5	10	15
<b>TOTAL</b>		<b>65</b>	<b>100</b>

**Bidders who does not meet the minimum threshold of 65 points out of the 100 points will be disqualified at the end of this stage and not evaluated further.**

## **9. STAGE 5: SPECIFIC GOALS**

The specific goals for this bid are as follows:

### **9.1. PERSONS HISTORICALLY DISADVANTAGED ON THE BASIS OF RACE.**

The following table will be used to calculate the score out of 20 for specific goals:

<b>% Ownership</b>	<b>Number of Points</b>
100% Black Owned	20
≥90 Black Owned <100% Black Owned	18
≥80 Black Owned <90% Black Owned	16
≥70 Black Owned <80% Black Owned	12
≥60 Black Owned <70% Black Owned	10
≥51 Black Owned <60% Black Owned	8
Less than 51% Black Owned	0



- 9.1.1. Persons historically disadvantaged on the basis of race Number of Points for bids evaluated using 80/20.

Proof or documentation that may be considered to claim points for specific goal related to persons or categories of persons historically disadvantaged by unfair discrimination may include, amongst others-

- a) A valid sworn affidavit by the authorized deponent indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination on the basis of race, gender; or
- b) B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC) or
- c) A B-BBEE certificate must be obtained from verification agencies accredited by SANAS.

**Any bidder that does not meet the above-mentioned specific goals will not be disqualified but will be scored 0 for specific goals.**

## **10. STAGE 6: PRICE**

- 10.1. TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).
- 10.2. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.
- 10.3. Price must be reflected Excluding and Including VAT.
- 10.4. All prices must include disbursements.
- 10.5. Prices must be firm

***Attach pricing schedule***

### **10.6. Preferential Points Calculation**

- 10.6.1. The following formula must be used to calculate the points out of 80 for price in bids with a Rand value below R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and

$P_{\min}$  = Price of lowest acceptable bid.

10.6.2. The weighting of the Preferential points calculation is as follows:

Price	=	80
Specific Goals	=	20
Bidder's Score	/	100

## **11. STAGE7: SUPPLIER VETTING**

TCTA may disqualify a bidder who/whose:

- 11.1.1. Submits fraudulent information or information that they do not have to authority to submit;
- 11.1.2. Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 11.1.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 11.1.4. Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 11.1.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

## **12. CONDITIONS OF BID**

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

### **12.1. Costs of Bidding**

- 12.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.
- 12.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

## 12.2. Clarifications

- 12.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 12.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 12.2.3. Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

## 12.3. Amendments

- 12.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 12.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 12.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 12.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 12.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 12.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

**12.4. Modification, Alteration or Substitution and/or Withdrawal of a Bid Submission**

- 12.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 12.4.2. Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.
- 12.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 12.4.4. TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

**12.5. Validity Period**

- 12.5.1. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 12.5.2. If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 12.5.3. If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 12.5.4. If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

**12.6. Disclaimer - Protection of Personal Information Act**

- 12.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 12.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.

- 12.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 12.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- 12.6.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 12.6.6. We may collect the following information about you:
- a) Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
  - b) Information about your beneficial owner if we are required to do so in terms of POPIA.
  - c) Records of correspondence or enquiries from you or anyone acting on your behalf.
  - d) Details of transactions you carry out with us.
  - e) Details of contracts you carry out with us; and
  - f) Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 12.6.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 12.6.8. Why we collect Personal Information
- 12.6.9. Employee and Contractor Information
- a) To Remunerate the person.
  - b) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
  - c) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
  - d) To conduct criminal, credit, employment reference and other related reference checks.

- e) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

#### 12.6.10. Client Information

- a) To render client related services and administration of client accounts.
- b) To conduct criminal, credit, reference, and other related reference checks.
- c) To authenticate the client.
- d) To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

#### 12.6.11. Supplier and Third-Party Contractor/Service Provider Information

- a) To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- b) To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
- c) To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- d) To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

#### 12.6.12. Sources of Personal Information

- a) Personal information may be collected from the following sources:
- b) Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
- c) From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- d) From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

#### 12.6.13. The Storage of Personal Information

- a) All personal information collected by TCTA will be stored as follows:
- b) In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- c) For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- d) Required by law or contractual obligation.
- e) Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- f) Retained further with the person's consent:
- g) After which the information will be de-identified and disposed of as per the TCTA Records policy.

#### 12.6.14. Sharing of Personal Information

- a) Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- b) To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

- g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

#### 12.6.15. Your Rights regarding your Personal Information

- a) A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- b) Right of access to and the right to rectify or update the personal information collected.
- c) The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- d) The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

#### 12.6.16. General Conditions pertaining to Personal Information

- a) TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

12.6.17. This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za> .

### 12.7. **Conflicts of Interest**

12.7.1. Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

12.7.2. Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.

12.7.3. Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:

- a) has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
- b) Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment



(other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;

- c) Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.

12.7.4. The limitation of participation shall not apply to bidders who are organs of state.

#### 12.8. **Right Not to Award**

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

- 12.8.1. Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 12.8.2. Funds are no longer available to cover the total envisaged expenditure;
- 12.8.3. No acceptable Bid is received; or
- 12.8.4. There are material irregularities in the Bid process

#### 12.9. **Subcontracting after award**

The successful bidder:

- 12.9.1. May only subcontract this scope of work no less than 6 (six) months after award;
- 12.9.2. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 12.9.3. May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

#### 12.10. **Notification of Unsuccessful Bidders**

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

## 12.11. **Prohibition of Bribery, Fraudulent and Corrupt Practices**

- 12.11.1. No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 12.11.2. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
- 12.11.3. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 12.11.4. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 12.11.5. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

## 12.12. **Fronting**

- 12.12.1. The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.
- 12.12.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 12.12.3. Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

## 12.13. **Joint venture or consortium**

- 12.13.1. TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.

12.13.2. The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:

- a) Control
- b) Management
- c) Operations

12.13.3. The joint venture or consortium agreement:

- a) Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
- b) Must record the percentage participation by each member.
- c) Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
- d) Must provide for the establishment of a management body for the joint venture or consortium;
- e) Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- f) Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- g) Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- h) Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- i) Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

12.13.4. Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

12.13.5. Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

#### 12.14. **Disqualifying Criteria**

TCTA will disqualify Bidders on any of the following conditions:

- 12.14.1. Failure to meet the eligibility criteria as stipulated in section 5 above.
- 12.14.2. Non-attendance of compulsory briefing session.
- 12.14.3. Failure to submit the mandatory documents as stipulated in section 7 above.
- 12.14.4. Failure to score the minimum of 65 points out of 100 points for functionality evaluation criteria in terms of section 8 above.
- 12.14.5. The bidder shall be disqualified due to negative results after the supplier vetting process in accordance with stage 7 of the evaluation conditions.
- 12.14.6. Failure to submit the bid before the closing date and time.
- 12.14.7. Bid submitted via emails and faxes or submitted on a USB that could not be opened wherein the bidder did not submit a hardcopy.

### **13. CONDITIONS OF CONTRACT**

- 13.1. Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:
  - 13.1.1. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA.
  - 13.1.2. The relevant Bid Submissions.
  - 13.1.3. The letter of acceptance to the successful Bidder/s; and
  - 13.1.4. Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
  - 13.1.5. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 13.2. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable.
- 13.3. In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.
- 13.4. Variations and Contract Price Adjustments

- 13.4.1. No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.
- 13.4.2. Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
  - 13.4.3. If the original award/contract made provision for the increase:
    - a) The Contract Manager must prepare a notice of increase based on CPA to the service provider,
    - b) Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;
    - c) Such a letter must be sent at least 2 weeks prior to the effective date of the increase;
  - 13.4.4. If the original award/legal agreement did not make provision for the increase:
    - a) The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;
    - b) The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;
    - c) The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;
    - d) The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;
    - e) Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;
    - f) The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.
    - g) The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

**13.5. Performance Management**

13.5.1. This contract shall be subject to performance management in line with TCTA’s Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder’s blacklisting within TCTA or other organs of state.

13.5.2. If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	at least twice in 12 months
1 year to 3 years	at least twice in the contract’s duration
6 months to 1 year	at least once in the contract’s duration
Less than 6 months	optional

**13.6. Communication**

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

**13.7. Cession of Rights**

13.7.1. The successful bidder may cede their rights to a third-party provided that:

- a) The cession does not take place less than 6 (six) months from the date of award;
- b) The third-party is registered on the CSD and its Tax affairs are compliant;
- c) The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;
- d) The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
- e) The cession agreement is submitted for vetting by TCTA prior to signature.

13.7.2. TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

**13.8. Supplier Code of Conduct**

13.8.1. All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier’s agreement with TCTA, all suppliers shall, without limitation:

- a) Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.
- b) Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.
- c) Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.
- d) Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

13.8.2. Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

- a) Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- b) Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- c) Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.
- d) Use TCTA provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.
- e) Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
- f) Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.

- 13.8.3. TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:
- a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
  - b) Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
  - c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.
  - d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
  - e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
  - f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
  - g) Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
  - h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
  - i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of



employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.

- j) Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

13.8.4. TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.

13.8.5. Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

13.8.6. TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBEE certificate.

13.8.7. TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

### 13.9. **Payment Process**

13.9.1. Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.

13.9.2. Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

13.9.3. No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

- a) VAT registration certificate, if the successful Bidder is a VAT vendor;
- b) Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or

- c) Statement setting out details of services rendered, accompanying invoice.
- d) Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

13.9.4. All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

13.9.5. Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

#### **14. Key Personnel**

14.1 The Key Personnel shall be those proposed in the tender, any replacements shall be made with prior agreement by the Employer. Personnel shall be replaced only with personnel who have the similar or better qualifications and experience.

#### **15. Contract Duration**

The estimated duration is 1 year or until the Services, including any matter or dispute arising or relating thereto, are finalized or settled, whichever event occurs last.

**ANNEXURE A: LETTER OF AUTHORITY TO SIGN BID**

**RFB NO.:** -----

Close Corporation/ Company/ Partnership/Trust/Sole Proprietor or Sole Trader

Name of Bidder: \_\_\_\_\_

CIPC Registration Number: \_\_\_\_\_

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that Mr/Ms/Miss/Mrs/

\_\_\_\_\_ in his/her capacity as

\_\_\_\_\_ is authorised to make applications on behalf of the Close Corporation/ Company/ Partnership/ Trust/ Sole Proprietor or Sole Trader: any documentation relating to the business (which is not necessary a change of ownership).

Signature (s) for Close Corporation/ Company/ Partnership/ Trust/ Sole Proprietor or Sole Trader.  
(Sole member must still sign this letter of authority to sign bid)

**Signatures:**

**Full Name & Surname**

**Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Specimen signature of the signatory.

**ANNEXURE B: COMPANY EXPERIENCE**

**NB: Completion of this form is compulsory – zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must follow the same wording in the same order.

Refer to Functionality Evaluation Criteria (Stage 3). The Tenderer must provide sufficient detail below for the evaluation in terms of the requirements (no other documents will be considered for the allocation of points). Tenderers may include information applicable to sub-consultants, if they are applicable.

Client Name	Title of the Project	Summary of Environmental Management Experience	Start Date	End Date	Total Years Experience	Client Contact Person	Telephone Number	E-mail Address
Total Years of Environmental Management Experience								
Number of Completed Environmental Impact Assessments								
Number of completed Environmental Management Programmes								

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

**ANNEXURE C1: PERSONAL EXPERIENCE: ENVIRONMENTAL LEAD**

**NB: Completion of this form is compulsory- zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must include exactly the same wording in the same order. The Tenderer must provide sufficient details below for the evaluation in terms of the requirements.

**Role in the project:**

**Total Years of experience in the specialist area:**

Name of Employer / Client	Name of the project	Summary of Duties related to the role/ specialist area	Start Date	End Date	Professional Registration (EAPSA and/or SACNASP)	Registration Number	Reference Name	Reference Contact Details
Qualifications (Attach Proof)								
Total Number of projects/ specialist studies								

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder

**ANNEXURE C2: PERSONAL EXPERIENCE: RESETTLEMENT SPECIALISTS**

**NB: Completion of this form is compulsory- zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must include exactly the same wording in the same order. The Tenderer must provide sufficient details below for the evaluation in terms of the requirements.

**Role in the project :**

**Total Years of experience in the specialist area :**

Name of Employer / Client	Name of the project	Summary of Duties related to the role/ specialist area	Start Date	End Date	Reference Name	Reference Contact Details
Qualifications (Attach proof)						
Total Number of projects/ specialist studies						

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder

**ANNEXURE C3: PERSONNEL EXPERIENCE: HERITAGE SPECIALIST**

**NB: Completion of this form is compulsory- zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must include exactly the same wording in the same order. The Tenderer must provide sufficient details below for the evaluation in terms of the requirements.

**Role in the project :**

**Total Years of experience in the specialist area :**

Name of Employer / Client	Name of the project	Summary of Duties related to the role/ specialist area	Start Date	End Date	Reference Name	Reference Contact Details
Qualifications (Attach Proof)						
Total Number of projects/ specialist studies						

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder

**ANNEXURE C4: PERSONNEL EXPERIENCE: BIODIVERSITY SPECIALIST**

**NB: Completion of this form is compulsory- zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must include exactly the same wording in the same order. The Tenderer must provide sufficient details below for the evaluation in terms of the requirements.

**Role in the project:**

**Total Years of experience in the specialist area:**

Name of Employer / Client	Name of the project	Summary of Duties related to the role/ specialist area	Start Date	End Date	Reference Name	Reference Contact Details
Qualifications (Attach Proof)						
Total Number of projects/ specialist studies						

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)



**ANNEXURE C5: PERSONNEL EXPERIENCE: BIOMONITORING SPECIALIST**

**NB: Completion of this form is compulsory- zero points will be allocated should the Tenderer fail to complete this form.**

This form may be re-produced but must include exactly the same wording in the same order. The Tenderer must provide sufficient details below for the evaluation in terms of the requirements.

**Role in the project :**

**Total Years of experience in the specialist area :**

Name of Employer / Client	Name of the project	Summary of Duties related to the role/ specialist area	Start Date	End Date	Reference Name	Reference Contact Details
Qualifications (Attach Proof)						
Total Number of projects/ specialist studies						

SIGNATURE: ..... NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder

## ANNEXURE D: SBD 6.1 - INVITATION FOR BID

### PART A: INVITATION FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TCTA					
BID NUMBER:	037/2023/PMID/EAP/ RFB	CLOSING DATE:	02 May 2024	CLOSING TIME:	13:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ENVIRONMENTAL SERVICES FOR UMZIMVUBU				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Vhahangwele Thandavhathu		CONTACT PERSON	Vhahangwele Thandavhathu	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders08@tcta.co.za		E-MAIL ADDRESS	Tenders08@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**ANNEXURE E: SBD 4 – 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish the following 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?

2.3.1 If so, furnish the following particulars:

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

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

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

## ANNEXURE F: SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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### 1. GENERAL CONDITIONS

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

- 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 **To be completed by the organ of state**

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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.4 **To be completed by the organ of state:**

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where:

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

$P_t$  = Price of tender under consideration

$P_{\max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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



The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned	20	
≥90 Black Owned <100% Black Owned	18	
≥80 Black Owned <90% Black Owned	16	
≥70 Black Owned <80% Black Owned	12	
≥60 Black Owned <70% Black Owned	10	
≥51 Black Owned <60% Black Owned	8	
Less than 51% Black Owned	0	

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## ANNEXURE G: SWORN AFFIDAVIT

### B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a  Member /  Director /  Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	<input type="checkbox"/> <b>BEP</b> (Built Environment Professional)	<input type="checkbox"/> <b>Contractor</b>	<input type="checkbox"/> <b>Supplier</b>
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: <ul style="list-style-type: none"> <li>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>Black people living in rural and under developed areas;</li> <li>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>		

- I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Owned
  - The Enterprise is \_\_\_\_\_% Black Female Owned
  - The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
    - Black Youth % \_\_\_\_\_%
    - Black Disabled % \_\_\_\_\_%
    - Black Unemployed % \_\_\_\_\_%

- Black People living in Rural areas % \_\_\_\_\_%
- Black Military Veterans % \_\_\_\_\_%
- Based on the  Financial Statements/  Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	<input type="checkbox"/>
Contractor	R3.0 million	<input type="checkbox"/>
Supplier	R3.0 million	<input type="checkbox"/>

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	<input type="checkbox"/>
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	<input type="checkbox"/>
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	<input type="checkbox"/>
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	<input type="checkbox"/>

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

## ANNEXURE H: PRICING SCHEDULE

Task/ Deliverable	Objective	Unit	Quantity	Rate	Total cost
1. Specialist studies - RAP - Grave relocation - Noise - Air quality - Biodiversity - Biomonitoring - Water quality	To update the baseline studies and propose mitigation measures	Sum	1		
2. Development of Construction EMPR (draft and final report)	To fulfil the conditions of the Environmental authorisation and propose mitigation measures	Sum	1		
3. Development of Construction EMPR - Revision	To fulfil the conditions of the Environmental authorisation and propose mitigation measures	Sum	1		
4. Authorities consultation	To engage with authorities to obtain the necessary authorisations	Sum	1		
5. Project Management	To ensure that the project is implemented according to brief, budget and on time	Sum	1		
6. Client liaison (20 meetings).	To ensure that the client is kept informed of progress	No	20		
7. Interested and affected parties consultation (meetings, focus groups, database, adverts, appeals)	To ensure that the IAPs are consulted	Sum	1		
8. Environmental monitoring for pre-construction phase (estimated at 6 months)	To ensure compliance and continual improvement	Sum	1		
<b>TOTAL</b>					

B: Disbursements	Unit	Rate	Total amount
1. Local Travel			
2. Car Hire			
3. Accommodation and meals			
4. Per diem (nights away from home)			
Laboratory Analytical services			
<b>TOTAL</b>			

### Summary of fixed costs

	Amount (R)
A. Staff costs	
B. Disbursements	
<b>Total Tender</b>	

## ANNEXURE I: ENVIRONMENTAL AUTHORIZATION



### environmental affairs

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

Private Bag X 447 · PRETORIA · 0001 · Environment House · 473 Steve Biko Road · Arcadia · PRETORIA  
Tel (+ 27 12) 399 9372

NEAS Reference: DEA/EIA/0002386/2014

DEA Reference: 14/12/16/3/3/2/677

Enquiries: Ms Sindiswa Dlomo

Telephone: 012-399-9390 E-mail: [Sdlomo@environment.gov.za](mailto:Sdlomo@environment.gov.za)

Mr Menard Mugumo  
Department of Water and Sanitation  
Private Bag X313  
PRETORIA  
0001

Tel: (012) 336-6838  
E-mail: [Mugumom@dwa.gov.za](mailto:Mugumom@dwa.gov.za)

Dear Mr Mugumo

**APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998: GN R. 543/544/546: PROPOSED CONSTRUCTION OF THE MZIMVUBU WATER PROJECT: PROPOSED NTABELANGA - LALENI CONJUNCTIVE SCHEME AND ASSOCIATED INFRASTRUCTURE.**

With reference to the above application, please be advised that the Department has decided to accept the final EIAr and also grant environmental authorisation. The environmental authorisation (EA) and reasons for the decision are attached herewith.

In terms of regulation 10(2) of the Environmental Impact Assessment Regulations, 2010 (the Regulations), you are instructed to notify all registered interested and affected parties, in writing and within 12 (twelve) days of the date of the EA, of the Department's decision in respect of your application as well as the provisions regarding the submission of appeals that are contained in the Regulations.

Your attention is drawn to Chapter 7 of the Regulations, which prescribes the appeal procedure to be followed. This procedure is summarised in the attached document. Kindly include a copy of this document with the letter of notification to interested and affected parties.

Should the applicant or any other party wish to appeal any aspect of the decision a notice of intention to appeal must be lodged by all prospective appellants with the Minister, within 20 days of the date of the EA, by means of one of the following methods:

By post: Private Bag X447,  
Pretoria, 0001; or  
By hand: Environment House  
473 Steve Biko,  
Arcadia,  
Pretoria, 0083

If the applicant wishes to lodge an appeal, it must also serve a copy of the notice of intention to appeal on all registered interested and affected parties as well as a notice indicating where, and for what period, the appeal submission will be available for inspection, should you intend to submit an appeal.

**Appeals must be submitted in writing to:**

Mr Z Hassam Director: Appeals and Legal Review, of this Department at the above mentioned addresses or fax number. Mr Hassam can also be contacted at:

Tel: (012) 399 9356

Email: [AppealsDirectorate@environment.gov.za](mailto:AppealsDirectorate@environment.gov.za)

The authorised activities shall not commence within twenty (20) days of the date of signature of the environmental authorisation. Further, please note that in terms of section 43(7) of the National Environmental Management Act, 1998, an appeal under section 43 of that Act will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged, you may not commence with the activity until such time that the appeal is finalised.

Yours sincerely

  
Mr Sabelo Malaza

Chief Director: Integrated Environmental Authorisations  
Department of Environmental Affairs

Date: 17/06/2015

CC:	Ms L Muruvan	ILISO Consultancy (Pty) Ltd	Tel: 012-685-0900	Email: <a href="mailto:Lea@iliso.com">Lea@iliso.com</a>
	Mr A Mfenyana	Provincial DEAET	Tel: 043-605-7011	Email: <a href="mailto:albert.mfenyana@deaet.ecape.gov.za">albert.mfenyana@deaet.ecape.gov.za</a>
	Mr MZ Silinga	Alfred Nzo District Municipality	Tel: 039-254-5009	Email: <a href="mailto:ngqokom@andm.gov.za">ngqokom@andm.gov.za</a>
	Mr ZA Williams	Joe Gqabi District Municipality	Tel: 045-979-3006	Email: <a href="mailto:mrm@jgdm.gov.za">mrm@jgdm.gov.za</a>
	Mr N Hlazo	OR Tambo District Municipality	Tel: 074-501-6407	Email: <a href="mailto:ayandaw@ortambodm.org.za">ayandaw@ortambodm.org.za</a>



**APPEALS PROCEDURE IN TERMS OF CHAPTER 7 OF THE NEMA EIA REGULATIONS, 2010 (THE REGULATIONS) AS PER GN R. 543 OF 2010 TO BE FOLLOWED BY THE APPLICANT AND INTERESTED AND AFFECTED PARTIES UPON RECEIPT OF NOTIFICATION OF AN ENVIRONMENTAL AUTHORISATION (EA)**

<b>APPLICANT</b>	<b>INTERESTED AND AFFECTED PARTIES (IAPs)</b>
1. Receive EA from the relevant Competent Authority (the Department of Environmental Affairs [DEA]).	1. Receive EA from Applicant/Consultant.
2. Within 12 days of date of the EA notify all IAPs of the EA and draw their attention to their right to appeal against the EA in terms of Chapter 7 of the Regulations.	2. N/A.
3. If you want to appeal against the EA, submit a notice of intention to appeal within 20 days of the date of the EA with the Minister of Environmental Affairs (the Minister).	3. If you want to appeal against the EA, submit a notice of intention to appeal within 20 days of the date of the EA with the Minister of Environmental Affairs (the Minister).
4. After having submitted your notice of intention to appeal to the Minister, provide each registered IAP with a copy of the notice of intention to appeal within 10 days of lodging the notice.	4. After having submitted your notice of intention to appeal to the Minister, provide the applicant with a copy of the notice of intention to appeal within 10 days of lodging the notice.
5. The Applicant must also serve on each IAP: <ul style="list-style-type: none"> <li>• a notice indicating where and for what period the appeal submission will be available for inspection.</li> </ul>	5. Appellant must also serve on the Applicant within 10 days of lodging the notice, <ul style="list-style-type: none"> <li>• a notice indicating where and for what period the appeal submission will be available for inspection by the applicant.</li> </ul>
6. The appeal must be submitted in writing to the Minister within 30 days after the lapsing of the period of 20 days provided for the lodging of the notice of intention to appeal.	6. The appeal must be submitted to the Minister within 30 days after the lapsing of the period of 20 days provided for the lodging of the notice of intention to appeal.
7. Any IAP who received a notice of intention to appeal may submit a responding statement to that appeal to the Minister within 30 days from the date that the appeal submission was lodged with the Minister.	7. An Applicant who received notice of intention to may submit a responding statement to the appeal to the Minister within 30 days from the date that the appeal submission was lodged with the Minister.

**NOTES:**

1. An appeal must be:-
  - a) submitted in writing;
  - b) accompanied by:
    - a statement setting out the grounds of appeal;
    - supporting documentation which is referred to in the appeal; and
    - a statement that the appellant has complied with regulation 62 (2) or (3) together with copies of the notices referred to in regulation 62.



**environmental affairs**

Department:  
Environmental Affairs  
REPUBLIC OF SOUTH AFRICA

## Environmental Authorisation

In terms of regulation 36 of the Environmental Impact Assessment Regulations, 2010

The construction of the Mzimvubu Water Project: Ntabelanga - Lalini Conjunctive Scheme and associated infrastructure

OR Tambo, Alfred Nzo and Joe Gqabi District Municipalities

<b>Authorisation register number:</b>	14/12/16/3/3/2/677
<b>NEAS reference number:</b>	DEA/EIA/0002386/2014
<b>Last amended:</b>	First issue
<b>Holder of authorisation:</b>	Department of Water and Sanitation
<b>Location of activity:</b>	EASTERN CAPE PROVINCE: Within the Alfred Nzo, Elundini, Mhlonto, Nyandeni, Ntabankulu, and Umzimvubu Local Municipalities.

This environmental authorisation does not negate the holder of the authorisation's responsibility to comply with any other statutory requirements that may be applicable to the undertaking of the activity.

*MS*

## Decision

The Department is satisfied, on the basis of information available to it and subject to compliance with the conditions of this environmental authorisation, that the applicant should be authorised to undertake the activities specified below.

Non-compliance with a condition of this authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, 1998 and the EIA regulations.

Details regarding the basis on which the Department reached this decision are set out in Annexure 1.

## Activities authorised

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) and the Environmental Impact Assessment Regulations, 2010 the Department hereby authorises –

### DEPARTMENT OF WATER AND SANITATION

with the following contact details –

Mr Menard Mugumo  
Department of Water and Sanitation  
Private Bag X313  
**PRETORIA**  
0001

Tel: (012) 336-6838

Fax: (012) 336-7399

Cell: (082) 804-5162

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

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to undertake the following activities (hereafter referred to as “the activity”) indicated in Listing Notice 1, Listing Notice 2 and Listing Notice 3 (GN R. 544, 545 & 546):

Listed activities	Activity/Project description
<p><u>GN R. 544 Item 09:</u>  <i>The construction of facilities or infrastructure exceeding 1000 metres in length for the bulk transportation of water , sewage or storm water -</i>                      (i) <i>With an internal diameter of 0,36 metres or more; or</i>                      (ii) <i>With a peak throughput of 120 litres per second or more</i></p>	<p>The project involves the construction of potable water and raw water pipelines</p>
<p><u>GN R. 544 Item 10:</u>  <i>The construction of facilities and infrastructure for the transmission and distribution of electricity –</i>  <i>Outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts....”</i></p>	<p>The construction of a 132kv overhead power line from the solar facility to the existing Eskom electricity grid.                      The construction of step-up transformers and a substation to transmit and distribute the electricity generated.</p>
<p><u>GN R.544 Item 11:</u>  <i>The construction of:</i>                      (iii) <i>bridges;</i>                      (iv) <i>dams;</i>                      (v) <i>weirs;</i>                      (xi) <i>infrastructure or structures covering 50 square metres or more.</i></p> <p><i>where such construction occurs within a watercourse or within 32 metres of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line.</i></p>	<p>The project involves the construction of two (2) dams. Two (2) bridges crossing the Tsitsa River will have to be demolished and relocated or raised. Gauging stations are planned as part of the project. River intake structures will be built as part of the irrigation scheme.</p>
<p><u>GN R.544 Item 12:</u>  <i>The construction of facilities or infrastructure for the off-stream storage of water, including dams and reservoirs, with a combined capacity of 50 000 cubic metres or more, unless such storage falls within the ambit of activity 19 of Notice 545 of 2010.</i></p>	<p>The project includes the construction of treated water reservoirs, as part of the potable water bulk infrastructure.</p>
<p><u>GN R.544 Item 18:</u>  <i>The infilling or depositing of any material of more than 5 cubic metres into, or</i></p>	<p>Construction of the dams will involve infilling material into the</p>

*MS*

Listed activities	Activity/Project description
<p><i>the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 5 cubic metres from:</i></p> <p><i>(i) a watercourse</i></p>	Tsitsa River.
<p><u>GN R.544 Item 22:</u></p> <p><i>The construction of a road, outside urban areas,</i></p> <p><i>(i) with a reserve wider than 13,5 meters or,</i></p> <p><i>(ii) where no reserve exists where the road is wider than 8 metres, or</i></p> <p><i>(iii) for which an environmental authorisation was obtained for the route determination in terms of activity 5 in Government Notice 387 of 2006 or activity 18 in Notice 545 of 2010</i></p>	Existing district roads inside the two dams' footprint will need to be rerouted as they will be inundated. New access roads will also be built in order to facilitate access to the sites during construction (Roads).
<p><u>GN R.545 Item 19:</u></p> <p><i>The construction of a dam, where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of 10 hectares or more.</i></p>	<p>Both the Ntabelanga and Lalini Dams trigger this activity.</p> <p>The maximum dam wall height for the Ntabelanga Dam is 67 m; the inundated area upstream at maximum flood level will be approximately 40 km<sup>2</sup>.</p> <p>The maximum dam wall height for the Lalini Dam is 32 m; the inundated area upstream at maximum flood level will be approximately 15 km<sup>2</sup>.</p>
<p><u>GN R.545 Item 1:</u></p> <p><i>The construction of facilities or infrastructure for the generation of electricity where the electricity output is 20 megawatts or more.</i></p>	The hydropower plant at Ntabelanga Dam will generate an average of 2.1 MW and the plant at Lalini Dam will generate up to 30 MW average output. Combined scheme output is an average of 32 MW or up to 180 MW peaking power.

Listed activities	Activity/Project description
<p><u>GN R.546 Item 2:</u>  <i>The construction of reservoirs for bulk water supply with a capacity of more than 250 cubic metres.</i></p> <p><i>ii. In a protected area identified in terms of NEMPAA, excluding conservancies;</i></p> <p><i>iii. Outside urban areas, in:</i></p> <p><i>(dd) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;</i></p>	<p>Some reservoirs will fall within Critical biodiversity areas.</p>
<p><u>GN R.546 Item 13:</u>  <i>The clearance of an area of 1 hectare or more of vegetation where 75% or more of the vegetative cover constitutes indigenous vegetation,</i></p> <p><i>(a) Critical biodiversity areas and ecological support areas as identified in systematic biodiversity plans adopted by the competent authority,</i></p> <p><b>(c) In Eastern Cape,:</b></p> <p><i>ii. Outside urban areas, the following:</i></p> <p><i>(bb) National Protected Area Expansion Strategy Focus areas;</i></p>	<p>Vegetation clearance for construction of the two dams and associated infrastructure and borrow areas within Critical biodiversity areas</p>
<p><u>GN R.546 Item 16:</u>  <i>The construction of:</i></p> <p><i>(iv) infrastructure covering 10 square metres or more</i></p> <p><i>where such construction occurs within a watercourse or within 32 metres of a watercourse, measured from the edge of a watercourse, excluding where such construction will occur behind the development setback line.</i></p> <p><b>(a) In Eastern Cape, Free State, KwaZulu-Natal, Limpopo, Mpumalanga and Northern Cape:</b></p> <p><i>ii. Outside urban areas, in:</i></p> <p><i>(bb) National Protected Area Expansion Strategy Focus areas;</i></p> <p><i>(ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;</i></p>	<p>Some of the new infrastructure (e.g. bridges, weirs), as well as the dams themselves will be constructed in or within 32 m of a watercourse, and some of that infrastructure will be located within identified Critical biodiversity areas.</p>

01.5

as described in the final Environmental Impact Assessment (EIAr) dated February 2015 at:

**Dam Wall**

Dam sites (Location)	Latitude (S)	Longitude (E)
Ntabelanga Dam Wall- Left flank	31° 7'1.1"	28° 40'14.3"
Middle flank	31° 7'2.5"	28° 40'8.8"
Right flank	31° 7'5.7"	28° 40'29.9"
<b>Lalini Dam Construction Centroid</b>	<b>31° 15' 54.1</b>	<b>28° 55'30.9"</b>
Lalini Dam Wall – Middle	31° 15'45"	28° 55'17.2"
Dam wall start	31° 15'43"	28° 55' 23.8"
Dam wall end	31° 15'17.4"	28° 55 '9.9"
Dam wall centroid	31° 7'1.1"	28° 40'14.3"

**Gauging Weirs**

Location	Latitude(S)	Longitude (E)
New Gauging station 1 (u/s of Ntabelanga )	31° 4' 51.9"	28° 30' 53.9"
New Gauging station 2 (downstream of Ntabelanga)	31° 7' 8.4"	28° 41' 4.7"
New Gauging Station 3 (captures Inxu inflows)	31° 12' 8.7"	28° 43' 3.8"
New Gauging station 4 –(downstream of Lalini)	31° 16' 15.2"	28° 56' 22.3"
New Gauging station – downstream of hydropower return flow	31° 17'43.4"	29° 0' 29.4"

**Waste Water Treatment Works**

Alternative	Latitude	Longitude
Ntabelanga Dam	31° 7' 17.8"	28° 41' 21.5"
Ntabelanga Dam Main Water Treatment Works (Centre)	31° 7' 15.1"	28° 41' 7.6"
Lalini Dam	31° 16' 30.9"	28° 56' 34.7"

Alternative	Latitude	Longitude
Lalini Tunnel Option 3 – Start	31° 16'11.6"	28° 55'33.6"
Lalini Tunnel Option 3 – Middle	31° 17'4.6"	28° 57' 31.1"
Lalini Tunnel Option 3 – End	31° 17'50.8"	28° 59'15.4"
Lalini Tunnel Portal and Main HEP Construction Area Corner 1	31° 17'57.2"	28° 59'4.6"

*M.S*



Department of Environmental Affairs  
Environmental Authorisation Reg. No. 14/12/16/3/3/2/677  
NEAS Reference Number: DEA/EIA/0002386/2014

Lalini Tunnel Portal and Main HEP Construction Area Corner 2	31° 17' 45.1"	28° 59' 7.8"
Lalini Tunnel Portal and Main HEP Construction Area Corner 3	31° 17' 46.3"	28° 59' 19.5"
Lalini Tunnel Portal and Main HEP Construction Area Corner 4	31° 17' 57.5"	28° 59' 17.1"
Irrigation Booster 2 Pump station (0.5 MW)	31° 19' 38.9"	28° 44' 2.1"
Irrigation Booster 2 Pump station (0.3 MW)	31° 17' 38.7"	28° 40' 35.4"
Ntabelanga HEP supply pipeline - Start	31° 7' 1.1"	28° 40' 25.1"
Ntabelanga HEP supply pipeline - Mid	31° 7' 24.2"	28° 40' 52.2"
Ntabelanga HEP supply pipeline - End	31° 7' 1.6"	28° 40' 25.1"
Ntabelanga plant discharge point	31° 7' 1.1"	28° 40' 25.8"
Ntabelanga Dam Housing	31° 7' 24.2"	28° 40' 52.2"
Ntabelanga Dam pumping station 1 and 3	31° 7' 14.2"	28° 40' 26.9"

- for construction of the Mzimvubu Water Project: - Ntabelanga - Lalini Conjunctive Scheme and associated infrastructure, within the Alfred Nzo, Elundini, Mhlonto, Nyandeni, Ntabankulu, and Umzimvubu Local Municipalities, in the Eastern Cape Province, hereafter referred to as "the property".

The infrastructure associated with this facility includes:

- A dam at Ntabelanga site with a storage capacity of 490 million m<sup>3</sup>;
- A dam at Lalini site with a storage capacity of approximately 150 million m<sup>3</sup>;
- A pipeline and tunnel / conduit and a power house at Lalini Dam site for generating hydropower;
- Primary and secondary bulk potable water infrastructure:
  - Primary infrastructure: main water treatment works, including four major treated water pumping stations and three minor treated water pumping stations, main bulk treated water rising mains, and eight Command Reservoirs that will supply the whole region;
  - Secondary distribution lines: conveying bulk treated water from Command Reservoirs to existing and new District Reservoirs;
- Bulk water conveyance infrastructure (abstraction, pipelines, one raw water pumping station, one reservoir and two booster pumping stations) for irrigation agriculture (raw water supply up to field edge)
- Five new gauging stations;



- Waste water treatment works at the dam sites;
- Accommodation for operations staff at the dam site;
- An information centre at each dam site;
- Miscellaneous construction camps;
- Quarries and borrow pits;
- Construction camp, laydown areas and storage sites

## Conditions of this Environmental Authorisation

### Scope of authorisation

1. The preferred Alternative 2 for the construction of Lalini Dam and Ntabelanga dam using a mass gravity Roller Compacted Concrete (RCC) dam, with integrated outlets and spillways, Alternative 3 for the Tunnel (3.2km), five (05) new gauging weirs, Waste Treatment Water Works, Ntabelanga Pump Stations 1 and 3, Ntabelanga HEP supply pipeline, Ntabelanga Dam Main Water Treatment Works, irrigation booster pump stations and other associated infrastructure as per the above mention geographic coordinates and the coordinates stated in Annexure 2 of this environmental authorisation are approved.
2. Authorisation of the activity is subject to the conditions contained in this environmental authorisation, which form part of the environmental authorisation and are binding on the holder of the authorisation.
3. The holder of the authorisation is responsible for ensuring compliance with the conditions contained in this environmental authorisation. This includes any person acting on the holder's behalf, including but not limited to, an agent, servant, contractor, sub-contractor, employee, consultant or person rendering a service to the holder of the authorisation.
4. The activities authorised may only be carried out at the property as described above.
5. Any changes to, or deviations from, the project description set out in this environmental authorisation must be approved, in writing, by the Department before such changes or deviations may be effected. In assessing whether to grant such approval or not, the Department may request such information as it deems necessary to evaluate the significance and impacts of such changes

- or deviations and it may be necessary for the holder of the authorisation to apply for further environmental authorisation in terms of the regulations.
6. This activity must commence within a period of five (5) years from the date of issue of this environmental authorisation. If commencement of the activity does not occur within that period, the authorisation lapses and a new application for environmental authorisation must be made in order for the activity to be undertaken.
  7. Commencement with one activity listed in terms of this environmental authorisation constitutes commencement of all authorised activities.
  8. The holder of an environmental authorisation must apply for an amendment of the environmental authorisation with the competent authority for any alienation, transfer or change of ownership rights in the property on which the activity is to take place.
  9. In terms of section 43(7), an appeal under section 43 of the National Environmental Management Act, 1998 will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged you may not commence with the activity until such time that the appeal has been finalised.

#### **Notification of authorisation and right to appeal**

10. The holder of the authorisation must notify every registered interested and affected party, in writing and within 12 (twelve) calendar days of the date of this environmental authorisation, of the decision to authorise the activity.
11. The notification referred to must –
  - 11.1. specify the date on which the authorisation was issued;
  - 11.2. inform the interested and affected party of the appeal procedure provided for in Chapter 7 of the Environmental Impact Assessment Regulations, 2010;
  - 11.3. advise the interested and affected party that a copy of the authorisation will be furnished on request; and
  - 11.4. give the reasons of the competent authority for the decision.
12. The holder of the authorisation must publish a notice –
  - 12.1. informing interested and affected parties of the decision;
  - 12.2. informing interested and affected parties where the decision can be accessed; and
  - 12.3. drawing the attention of interested and affected parties to the fact that an appeal may be lodged against this decision in the newspaper(s) contemplated and used in terms of regulation 54(2)(c)

and (d) and which newspaper was used for the placing of advertisements as part of the public participation process.

### **Management of the activity**

13. The Environmental Management Programme (EMPr) submitted as part of the application for EA must be amended and submitted to the Department for written approval prior to commencement of the activity. The recommendations and mitigation measures recorded in the EIAr dated February 2015 must be incorporated as part of the EMPr. Once approved, the EMPr must be implemented and adhered to.
14. The amended EMPr must include a Relocation Policy Framework which must also include, but is not limited to, the following requirements:
  - 14.1 Thorough identification of abandoned homesteads and recording of field ownership is required.
  - 14.2 The locations of ancestral graves at abandoned homesteads affected by the project must be ascertained.
  - 14.3 Certain structures will require replacement so that the relevant family's socio-economic activities can continue.
  - 14.4 All graves within the full supply levels of the dams should be relocated, with the permission of the next-of-kin and a permit from the Eastern Cape Provincial Heritage Resources Agency (ECPHRA).
  - 14.5 No associated infrastructure may be located within 100 m of graves outside the full supply levels, and if unavoidable, these graves must also be relocated.
  - 14.6 A destruction permit is required from ECPHRA; if possible a single permit should be obtained for all affected structures.
  - 14.7 Avoid involuntary resettlement wherever possible.
  - 14.8 Undertake consultations with displaced people about acceptable alternatives and strategies and include them in the planning, implementation and monitoring processes.
  - 14.9 Choose the relocation site to ensure that the minimum disruption to displaced families and host communities occurs.
  - 14.10 Sensitise host communities to the pending arrival of the displaced communities and establish a forum or resettlement committee through which resettlement and integration can be controlled by those affected.

- 14.11 A formal accessible grievance procedure must be implemented and communicated to both the displaced and host communities.
- 14.12 Ensure that the receiving environment is prepared and has adequate infrastructure, facilities and social services to support both the displaced and host communities, prior to moving the displaced communities.

### **Monitoring**

- 15. The holder of the authorisation must appoint an experienced independent Environmental Control Officer (ECO) who will, on the behalf of the Environmental Monitoring Committee (EMC) (on weekly basis), monitor compliance with the conditions of the environmental authorisation, environmental legislation and the requirements of the approved EMPr.
    - 15.1. The ECO must be appointed before commencement of any construction/ authorised activities.
    - 15.2. Once appointed, the name and contact details of the ECO must be submitted to the *Director: Compliance Monitoring* of the Department.
    - 15.3. The ECO must keep record of all activities on site, problems identified, transgressions noted and a task schedule of tasks undertaken by the ECO.
    - 15.4. The ECO must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and implemented to the satisfaction of the land owner and the EMC and the site is ready for operation.
    - 15.5. The holder of the authorisation and Implementing Agency must ensure that an Environmental Monitor is on site on a daily bases, this individual will report to the ECO and ensure that the following are available and maintained on site
      - 15.5.1 A daily site diary.
      - 15.5.2 A non-conformance register
      - 15.5.3 Public complaints register.
      - 15.5.4 A register of Audits.
      - 15.5.5 Copies of method statements.
      - 15.5.6 Material Safety Data Sheets (MSDS) of all hazardous material stores.
      - 15.5.7 Monitoring reports of the contractor/s.
      - 15.5.8 Compliance and audit reports.
      - 15.5.9 Training register.
      - 15.5.10 Copy of the EA (and amendments to) and EMPr.
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- 15.5.11 Waste disposal certificates.
- 15.5.12 Copies of all certificates/approvals required during the construction phase.
- 15.6. The ECO must conduct monthly site visits to ensure compliance with the conditions of the EA is maintained onsite.
- 15.7. The ECO must report to the EMC (via monthly reports). The EMC must report on the performance of the ECO to the Department, Directorate: Compliance Monitoring and Enforcement every 03 (three) months and copy the holder of the authorisation.
- 15.8. The ECO must also submit quarterly (every 03 months) reports to the EMC and the Department.
- 15.9. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

#### **Recording and reporting to the Department**

- 16. All documentation e.g. audit/monitoring/compliance reports and notifications, required to be submitted to the Department in terms of this environmental authorisation, must be submitted to the *Director: Compliance Monitoring* of the Department.
- 17. The holder of the authorisation must submit an environmental audit report to the Department within 30 days of completion of the construction phase (i.e. within 30 days of site handover) and within 30 days of completion of rehabilitation activities.
- 18. The environmental audit report must indicate the date of the audit, the name of the auditor and the outcome of the audit in terms of compliance with the environmental authorisation conditions as well as the requirements of the approved EMPr.
- 19. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

#### **Commencement of the activity**

- 20. The authorised activity must not commence within twenty (20) days of the date of signature of the environmental authorisation.

#### **Notification to authorities**

21. A written notification of commencement must be given to the Department no later than fourteen (14) days prior to the commencement of the activity. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence, as well as a reference number. This notification period may coincide with the notice of intent to appeal period.

#### **Operation of the activity**

22. A written notification of operation must be given to the Department no later than fourteen (14) days prior to the commencement of the activity operational phase.

#### **Site closure and decommissioning**

23. Should the activity ever cease or become redundant, the holder of the authorisation must undertake the required actions as prescribed by legislation at the time and comply with all relevant legal requirements administered by any relevant and competent authority at that time.

#### **Specific conditions**

24. The Developer must generally not de-bush the dam basin except for a 300 m stretch upstream of the entire dam wall (in order to prevent blocking of the outlet works and safety boom).

#### **25. Lalini and Ntabelanga Dams and Associated Infrastructure**

- 25.1. Ground-truthing must be conducted by the relevant specialists (amphibian, reptile, botanical, avian and aquatic) prior to commencement of construction activities for the whole servitude route.
- 25.2. A qualified and experienced specialist must be appointed to undertake Search, Rescue and Relocation activities for indigenous vegetation (i.e. young seedlings, Aloe Species, Euphorbia species, and Cussonia species); especially around sensitive areas such as mountain / rocky ridges habitat, before commencement of construction activities (this includes site preparation and removal of vegetation). Search, rescue and Relocation activities must take place during the appropriate seasons.

- 25.3. All roads and bridges to be inundated must be compensated by provision of new roads and bridges.
- 25.4. Permits must be obtained for the removal of Podocarpus species, should they be found within the construction footprint. All permits must be in place before commencement of construction activities
- 25.5. Disturbance to the Mountain Rocky Outcrop and protected floral species must be avoided during construction activities. Permits must be obtained for removal or destruction of any protected tree species prior to commencement of construction activities.
- 25.6. A qualified specialist must be appointed to investigate the impact the authorised development will have on the waterfall dependent plants in the gorge and on the cliff. The specialist must make recommendations on whether or not these plant species will require relocation; the findings of the specialist must be incorporated into the amended EMPr.
- 25.7. Temporary access roads must be located within areas of low sensitivity or areas that will be inundated after completion of construction activities.
- 25.8. As per the above conditions, related to construction activities for the Lalini Dam, there must also be floral search, rescue and relocation activities for Lalini and Ntabelanga Dam before commencement of construction activities;
- 25.9. The specialist must do a final walkdown of the final servitude for the pipeline to ensure that all sensitive features are taken into consideration during finalisation of the pipeline route.
- 25.10. A holding nursery must be established for the storage of indigenous vegetation suitable for transplanting as part of site rehabilitation activities once construction activities have ceased in the affected areas.
- 25.11. There must be rehabilitation using indigenous grass species of all areas beyond the development footprint that were negatively impacted by construction activities.
- 25.12. Vegetation clearance must be limited to the development footprint.
- 25.13. Should any Red Data Listed (RDL) faunal species or species of conservation concern be found during the search and rescue operations, these species must be relocated to similar habitat within the vicinity of the study area, which habitat will not be impacted by development activities.
- 25.14. All stockpiles must be well managed and have measures such as berms and hessian sheets implemented to prevent erosion and sedimentation.
- 25.15. Baseflows must be maintained during the construction phase and the duration of the impact on flows must be limited as much as possible.



26. Two weeks' notice must be given to landowners, Management Authority (of the proposed Mhlontlo Nature Reserve) and ratepayers associations before commencement of construction activities.
  27. On-going biomonitoring must take place 1 year prior to construction (on a quarterly basis) and throughout the construction and operation (on a minimum of 6 monthly basis in the spring and autumn of each year) to determine trends in ecology and define any impacts requiring mitigation.
  28. Baseline studies must be undertaken on noise, air quality and water quality. These studies must form part of the amended final EMPr to be submitted to this department for approval.
  29. Stormwater control measures must provide for erosion and sedimentation control, and for the reinforcement of banks and drainage features, where required.
  30. Environmental Water Requirement (EWR) releases as specified in the reserve determination must be implemented.
  31. A study must be undertaken for the necessity and design specifications for an eel-way and the findings must be implemented and included in the amended EMPr.
  32. An alien vegetation control programme must be implemented at the construction sites. A method statement for erosion management and sediment control must be developed, including the possible use of gabions, or reno mattresses, re-vegetation of profiled slopes, erosion berms, drift fences with hessian and silt traps, from the outset of construction activities.
  33. Measures to minimize impact and pollution on the water quality of the nearby rivers (solid waste, oil spills, discharge of sewage) must be implemented.
  34. Support structures for pipelines must be placed outside of riparian features, channelled valley bottom wetlands and drainage lines. Should it be essential to place such support structures within these features, the designs of such structures must ensure that the creation of turbulent flow in the system is minimised, in order to prevent downstream erosion. No support pillars should be constructed within the active channels and infrastructure should cross wetlands at right angles.
  35. All graves within the full supply levels of the dams must be relocated, with the permission of the next-of-kin and a permit from ECPHRA.
  36. No associated infrastructure may be located within 100 m of graves outside the Full supply levels, and if unavoidable, these graves must be relocated.
  37. All graves outside the full supply level within 300 m of associated infrastructure should be demarcated by the Environmental Control Officer, in consultation with the next-of-kin, for the duration of construction with metal stanchions, fencing wire and red and white barrier tape. A Grave Relocation plan must be included in the amended EMPr.
  38. The archaeological site identified in the approved Ntabelanga Dam basin must be mapped in detail, with judicious sampling, authorised by a permit from ECPHRA.
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39. Thereafter the site may be destroyed once a destruction permit has been issued by ECPHRA.
40. The archaeological site identified in the approved Lalini Dam basin must be mapped and excavated/sampled, as authorised by a permit from ECPHRA. Thereafter the site may be destroyed once a destruction permit has been issued by ECPHRA.
41. A detailed survey of potential Early Iron Age sites must be undertaken once crops have been harvested and vegetation clearance has occurred.
42. Should any heritage artefacts or graves be exposed during excavation, work on the area where the artefacts or remains were discovered shall cease immediately.
43. All discoveries must be reported immediately to an archaeologist so that an investigation and evaluation of the finds can be made. Necessary actions must be taken based on the advice from the archaeological specialist.
44. Top soil is stockpiled in piles not exceeding 1.5m in height.
45. No activities will be allowed to encroach into a water resource without a water use authorisation being in place from the Department of Water and Sanitation.
46. The holder of the authorisation must obtain a wayleave from the Department of Public Transport Roads and Works prior to construction.
47. The haul road linking the sand borrow areas furthest from the dam wall to the Lalini Dam construction site must be realigned to avoid going through the town of Lalini.
48. The crossing designs of bridges must ensure that the creation of turbulent flow in the system is minimised, in order to prevent downstream erosion. All crossings on wetlands must take place at right angles wherever possible.
49. The design of culverts and bridges must allow for wetland soil conditions to be maintained both upstream and downstream of the crossing to such a degree that wetland community structures upstream and downstream of the crossings are maintained.
50. No incisions and canalisations of the wetland systems must take place as a result of the construction of culverts.
51. Flow connectivity along the wetland features must be maintained.
52. The Ecological Water Requirements (EWR) as set out in the Reserve Determination Volume 1: River (Report P WMA 12/T30/00/5212/7) for the iNtabelanga Dam and the EWR determination for the Lalini Dam must be adhered to.
53. Multiple level outlets must be installed, with outlets at no more than 6.5 m intervals from 7 m below the full supply level of the dams. There must also be proper operation to mitigate the effect of water quality changes downstream of the authorised dams.

54. A botanist must be appointed to perform a final walkthrough of the alignment to identify sensitive plant species, and assist in identifying the areas that require protection.
55. A permit must be obtained from the relevant nature conservation agency for the removal or destruction of indigenous protected or endangered plant or animal species.
56. Copies of all permits required for the authorised development must be submitted to the Department for record keeping.
57. No exotic plants may be used for rehabilitation purposes. Only indigenous plants of the area may be utilised.
58. Liaison with land owners/farm managers is to be done prior to construction in order to provide sufficient time for them to plan agricultural activities. If possible, construction should be scheduled to take place within the post-harvest, pre planting season, when fields are lying fallow.
59. The holder of the authorisation is required to inform the Department of Agriculture Forestry and Fisheries and this Department should the removal of protected species, medicinal plants and "data deficient" plant species be required.
60. Vegetation clearing must be kept to an absolute minimum. Mitigation measures must be implemented to reduce the risk of erosion and the invasion of alien species.
61. Construction must include design measures that allow surface and subsurface movement of water along drainage lines so as not to impede natural surface and subsurface flows. Drainage measures must promote the dissipation of storm water run-off.
62. An integrated waste management approach must be implemented that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal where appropriate. Any solid waste must be disposed of at a landfill licensed in terms of section 20 (b) of the National Environment Management Waste Act, 2008 (Act No.59 of 2008).

#### **Environmental Monitoring Committee**

63. An environmental Monitoring Committee (EMC) must be established by the holder of the authorisation before commencement of construction activities.
  - 63.1. The EMC must meet before the commencement of construction activities (to appoint a chairperson discuss terms of reference), from then on the EMC must sit once every two months, special meetings can be convened on special situations as determined by the ECO and the EMC chairperson in consultation with the Department.  
The EMC must comprise of the following representatives:
    - Chairperson;
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- National Environmental Department (Observer);
- The holder of the authorisation;
- Provincial Environmental Department;
- Mhlonto Nature Reserve Management
- Provincial Conservation Authority;
- Provincial Roads Department;
- Representative from Gowrie Village and other affected residents/associations;
- Crain foundation and Nature Reserve;
- Non-Governmental Organisations;
- Local Government; and
- The Environmental Control Officer.

#### **Management agreement with the proposed Mhlonto Nature Reserve**

64. No new permanent roads, structures or infrastructure may occur above the full supply level in the areas that falls within the proposed Mhlonto Nature Reserve (excluding a portion of the authorised Lalini dam wall).
65. All construction personnel must attend environmental awareness training (a representative from the Mhlonto Nature Reserve must be present at this training) before commencement of any construction activities inside the reserve.

#### **Offsets**

66. The holder of the authorisation must contribute funds to existing conservation projects in the area i.e. existing projects that protect crane or their foraging and breeding areas elsewhere in the Eastern Cape Province.

#### **General**

67. A copy of this environmental authorisation and the approved EMPr must be kept at the property where the activity will be undertaken. The environmental authorisation and approved EMPr must be
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produced to any authorised official of the Department who requests to see it and must be made available for inspection by any employee or agent of the holder of the authorisation who undertakes work at the property.

68. National government, provincial government, local authorities or committees appointed in terms of the conditions of this environmental authorisation or any other public authority shall not be held responsible for any damages or losses suffered by the holder of the authorisation or his/her successor in title in any instance where construction or operation subsequent to construction be temporarily or permanently stopped for reasons of non-compliance by the holder of the authorisation with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Date of environmental authorisation: 12/06/2015



**Mr Sabelo Malaza**

**Chief Director: Integrated Environmental Authorisations**

**Department of Environmental Affairs**

## Annexure 1: Reasons for Decision

### 1. Information considered in making the decision

In reaching its decision, the Department took, *inter alia*, the following into consideration -

- a) The information contained in the final EIAr dated February 2015;
- b) The comments received from the Department of Water and Sanitation, Eastern Cape COGTA; Spatial Planning Directorate, NEPSA Energy, University of Fort Hare, Eastern Cape Economic Development, Environmental Affairs and Tourism and interested and affected parties as included in the EIAr dated February 2015 and Appendix B dated April 2015;
- c) Mitigation measures as proposed in the final EIAr dated February 2015 and the EMPr;
- d) The information contained in the specialist studies contained within the final EIAr dated February 2015;
- e) Findings of the site visit conducted on 12 March 2014 and
- f) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the National Environmental Management Act, 1998 (Act No.107 of 1998).

### 2. Key factors considered in making the decision

All information presented to the Department was taken into account in the Department's consideration of the application. A summary of the issues which, in the Department's view, were of the most significance is set out below.

- a) The findings of all the specialist studies conducted and their recommended mitigation measures.
- b) The need for this project stems from the fact that the Mzimvubu River catchment in the Eastern Cape of South Africa is within one of the poorest and least developed regions of the country. Development of the area to accelerate the social and economic upliftment of the people was therefore identified as one of the priority initiatives of the Eastern Cape Provincial Government.
- c) The final EIAr dated February 2015 identified all legislation and guidelines that have been considered in the preparation of the final EIAr dated February 2015.

- d) The methodology used in assessing the potential impacts identified in the final EIA dated February 2015 and the specialist studies has been adequately indicated.
- e) A sufficient public participation process was undertaken and the applicant has satisfied the minimum requirements as prescribed in the EIA Regulations, 2010 for public involvement.

### 3. Findings

After consideration of the information and factors listed above, the Department made the following findings -

- a) The identification and assessment of impacts is detailed in the final EIA dated February 2015 and sufficient assessment of the key identified issues and impacts has been completed.
- b) The procedure followed for impact assessment is adequate for the decision-making process.
- c) The proposed mitigation of impacts identified and assessed adequately curtails the identified impacts.
- d) The information contained in the final EIA dated February 2015 is accurate and credible.
- e) EMP measures for the pre-construction, construction and rehabilitation phases of the development were proposed and included in the final EIA and will be implemented to manage the identified environmental impacts during the construction process.

In view of the above, the Department is satisfied that, subject to compliance with the conditions contained in the environmental authorisation, the authorised activities will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, 1998 and that any potentially detrimental environmental impacts resulting from the authorised activities can be mitigated to acceptable levels. The environmental authorisation is accordingly granted.

## Annexure 2: Coordinates for Bulk Irrigation and Bulk Water

### Reticulation

Ref	Description	Latitude (S)			Longitude (E)		
		Deg	Min	Sec	Deg	Min	Sec
52	Secondary pipe - Zone 2 - Culunca Res to Res D Start	31°	1'	21.8"	28°	42'	39.8"
53	Culunca Res Centroid	31°	1'	21.8"	28°	42'	39.8"
54	Secondary pipe - Zone 2 - Culunca Res to Res D Mid	30°	58'	4.3"	28°	46'	38.4"
55	Secondary pipe - Zone 2 - Culunca Res to Res D End	30°	52'	59.6"	28°	42'	58.5"
56	Secondary Res D Centroid	30°	52'	59.6"	28°	42'	58.5"
57	Secondary pipe - Zone 3 - tee Sidwadweni West Start	31°	23'	36.3"	28°	43'	46.9"
58	Secondary pipe - Zone 3 - tee Sidwadweni West Mid	31°	24'	7"	28°	43'	48.9"
59	Secondary pipe - Zone 3 - tee Sidwadweni West End	31°	24'	32.6"	28°	43'	39"
60	Secondary Sidwadweni West Reservoir Centroid	31°	24'	32.6"	28°	43'	39"
61	Secondary pipe - Zone 3 - tee Tsolo Res Start	31°	18'	46.9"	28°	45'	21.7"
62	Secondary pipe - Zone 3 - tee Tsolo Res Mid	31°	18'	45"	28°	45'	8.2"
63	Secondary pipe - Zone 3 - tee Tsolo Res End	31°	18'	55.2"	28°	45'	2.3"
64	Secondary Tsolo Res Centroid	31°	18'	55.2"	28°	45'	2.3"
65	Secondary pipe - Zone 2 - tee to Res A Start	31°	0'	13.7"	28°	55'	19.8"
66	Secondary pipe - Zone 2 - tee to Res A Mid	31°	0'	15.3"	28°	55'	22.4"
67	Secondary pipe - Zone 2 - tee to Res A End	31°	0'	16.9"	28°	55'	25.1"
68	Secondary Res A Centroid	31°	0'	16.9"	28°	55'	25.1"
69	Secondary pipe - Zone 2 - tee to Res C Start	31°	1'	55.3"	28°	44'	51.1"
70	Secondary pipe - Zone 2 - tee to Res C Mid	31°	0'	33.5"	28°	52'	27.1"
71	Secondary pipe - Zone 2 - tee to Res C End	30°	56'	56.3"	28°	58'	33.3"
72	Secondary Res C Centroid	30°	56'	56.3"	28°	58'	33.3"
73	Secondary pipe - Zone 2 - tee to command reservoir Start	31°	9'	33.8"	28°	57'	14"
74	Secondary pipe - Zone 2 - tee to command reservoir Mid	31°	6'	45.3"	28°	52'	17.2"
75	Secondary pipe - Zone 2 - tee to command reservoir End	31°	2'	21.8"	28°	47'	44.3"
76	Secondary Command reservoir Centroid	31°	2'	21.8"	28°	47'	44.3"
77	Secondary pipe - Zone 2 - tee to Res B Start	30°	58'	19.9"	28°	58'	27.9"
78	Secondary pipe - Zone 2 - tee to Res B Mid	30°	57'	58.6"	28°	58'	0.3"
79	Secondary pipe - Zone 2 - tee to Res B End	30°	57'	37.7"	28°	57'	32.8"
80	Secondary Res B Centroid	30°	57'	37.7"	28°	57'	32.8"
81	Secondary pipe - Zone 1 - Res 1 to Mvumlwano Res Start	31°	4'	48.3"	28°	41'	56.9"
82	Secondary pipe - Zone 1 - Res 1 to Mvumlwano Res Mid	31°	9'	7.3"	28°	47'	15.2"
83	Secondary pipe - Zone 1 - Res 1 to Mvumlwano Res End	31°	10'	56.5"	28°	53'	10.5"
84	Secondary Mvumlwano Res Centroid	31°	10'	56.5"	28°	53'	10.5"
85	Secondary pipe - Zone 3 - Res 3 to Nduku Res Start	31°	8'	22.9"	28°	37'	18.7"
86	Secondary pipe - Zone 3 - Res 3 to Nduku Res Mid	31°	9'	10.4"	28°	43'	33.6"
87	Secondary pipe - Zone 3 - Res 3 to Nduku Res End	31°	14'	45.3"	28°	44'	7.3"
88	Secondary Nduku Res Centroid	31°	14'	45.3"	28°	44'	7.3"
89	Secondary pipe - Zone 3 - Nduku to Sidwadweni East Start	31°	14'	45.3"	28°	44'	7.2"



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90	Secondary pipe - Zone 3 - Nduku to Sidwadweni East Mid	31°	21'	55.2"	28°	46'	11.7"
91	Secondary pipe - Zone 3 - Nduku to Sidwadweni East End	31°	25'	0.3"	28°	47'	40"
92	Secondary Sidwadweni East Res Centroid	31°	25'	0.3"	28°	47'	40"
93	Secondary pipe - Zone 3 - tee Tsolo Junction Res Start	31°	21'	34.6"	28°	46'	5.9"
94	Secondary pipe - Zone 3 - tee Tsolo Junction Res Mid	31°	21'	18.9"	28°	47'	6.4"
95	Secondary pipe - Zone 3 - tee Tsolo Junction Res End	31°	21'	2.6"	28°	48'	14.2"
96	Secondary Tsolo Junction Res Centroid	31°	21'	2.6"	28°	48'	14.2"
97	Bulk irrigation pipes - WTW to storage dam Start	31°	13'	30.2"	28°	43'	34.4"
98	Bulk irrigation pipes - WTW to storage dam Mid	31°	10'	38"	28°	40'	24.1"
99	Bulk irrigation pipes - WTW to storage dam End	31°	7'	14.8"	28°	41'	9.6"
100	Bulk irrigation pipes - Storage dam to reticulation Start	31°	13'	30.9"	28°	43'	35.6"
101	Bulk irrigation pipes - Storage dam to reticulation Mid	31°	14'	40.9"	28°	41'	52.5"
102	Bulk irrigation pipes - Storage dam to reticulation End	31°	16'	50"	28°	41'	60"
103	Bulk Irrigation Junction 1 - Start	31°	15'	20.7"	28°	42'	20.6"
104	Irrigation to Farm Unit Branch 1.1 End	31°	15'	26"	28°	42'	41.5"
105	Irrigation to Farm Unit Branch 1.2 End	31°	15'	42.6"	28°	41'	23.3"
106	Bulk Irrigation Junction 2 - Start	31°	15'	41.3"	28°	42'	26.8"
107	Irrigation to Farm Unit Branch 2.1 End	31°	15'	45.3"	28°	42'	10.9"
108	Bulk Irrigation Junction 3 - Waypoint	31°	16'	19.2"	28°	42'	46.6"
109	Bulk Irrigation Junction 4 - Start	31°	15'	58.7"	28°	43'	14.1"
110	Irrigation to Farm Unit Branch 4.1 End	31°	15'	46.3"	28°	42'	57.5"
111	Irrigation to Farm Unit Branch 4.2 End	31°	16'	39.4"	28°	43'	34.9"
112	Bulk Irrigation Junction 5 - Start	31°	16'	28"	28°	42'	23.5"
113	Irrigation to Farm Unit Branch 5.1 End	31°	16'	19.4"	28°	42'	1.1"
114	Bulk Irrigation Junction 6 - Waypoint	31°	16'	50.4"	28°	41'	59.8"
115	Bulk Irrigation Junction 7 - Start	31°	16'	58.5"	28°	40'	47.4"
116	Irrigation to Farm Unit Branch 7.1 End	31°	16'	46"	28°	40'	35.2"
117	Bulk Irrigation Junction 8 - Start	31°	17'	13.2"	28°	40'	48.6"
118	Irrigation to Farm Unit Branch 8.1 End	31°	17'	13.5"	28°	40'	53.7"
119	Bulk Infrastructure Junction 9 - Waypoint	31°	17'	38.9"	28°	40'	19.4"
120	Bulk Irrigation Junction 10 - Start	31°	17'	49"	28°	40'	22.3"
121	Irrigation to Farm Unit Branch 10.1 End	31°	17'	49.6"	28°	40'	26.7"
122	Bulk Irrigation Junction 11 - Waypoint	31°	18'	46.6"	28°	39'	57.8"
123	Bulk Irrigation Junction 12 - Start	31°	17'	38.4"	28°	39'	50.9"
124	Irrigation to Farm Unit Branch 12.1 End	31°	17'	46"	28°	39'	47.3"
125	Bulk Irrigation Junction 13 - Start	31°	17'	22.7"	28°	39'	45.8"
126	Irrigation to Farm Unit Branch 13.1 End	31°	17'	18"	28°	39'	51.8"
127	Bulk Irrigation Junction 14 - Start	31°	17'	21.8"	28°	39'	20.1"
128	Irrigation to Farm Unit Branch 14.1 End	31°	16'	51.2"	28°	39'	23"
129	Bulk Irrigation Junction 15 - Start	31°	17'	16.4"	28°	39'	6.6"
130	Irrigation to Farm Unit Branch 15.1 End	31°	16'	45.8"	28°	38'	49"
131	Bulk Irrigation Junction 16 - Start	31°	16'	58.9"	28°	38'	19.4"
132	Irrigation to Farm Unit Branch 16.1 End	31°	16'	56"	28°	38'	27.3"
133	Bulk Irrigation Junction 17 - Start	31°	16'	56.6"	28°	38'	11.8"



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134	Irrigation to Farm Unit Branch 17 - Waypoint	31°	17'	23.7"	28°	37'	0.9"
135	Bulk Irrigation Junction 18 - Start	31°	16'	21.5"	28°	37'	3.8"
136	Irrigation to Farm Unit Branch 18.1 End	31°	16'	15.6"	28°	37'	13.6"
137	Irrigation to Farm Unit Branch 18.2 End	31°	16'	33"	28°	36'	32.4"
138	Bulk Irrigation Junction 19 - Waypoint	31°	17'	3.9"	28°	42'	28.4"
139	Bulk Irrigation Junction 20 - Start	31°	17'	41.4"	28°	41'	58.3"
140	Irrigation to Farm Unit Branch 20.1 End	31°	17'	44.7"	28°	41'	43.7"
141	Bulk Irrigation Junction 21 - Waypoint	31°	17'	57.6"	28°	42'	4.3"
142	Bulk Irrigation Junction 22 - Start	31°	17'	16.7"	28°	42'	53.8"
143	Irrigation to Farm Unit Branch 22.1 End	31°	17'	33.4"	28°	42'	37.4"
144	Bulk Irrigation Junction 23	31°	17'	21"	28°	43'	2.7"
145	Bulk Irrigation Junction 24 - Start	31°	18'	8.5"	28°	42'	59.6"
146	Irrigation to Farm Unit Branch 24.1 End	31°	18'	29.4"	28°	42'	26.7"
147	Irrigation to Farm Unit Branch 24.2 End	31°	18'	21.7"	28°	42'	55.3"
148	Bulk Irrigation Junction 25 - Start	31°	17'	39.7"	28°	44'	14.2"
149	Irrigation to Farm Unit Branch 25.1 End	31°	17'	31.3"	28°	44'	53.1"
150	Bulk Irrigation Junction 26 - Start	31°	18'	25.2"	28°	43'	47.4"
151	Irrigation to Farm Unit Branch 26.1 End	31°	18'	19.1"	28°	43'	47.9"
152	Bulk Irrigation Junction 27 - Start	31°	18'	59.3"	28°	43'	25.1"
153	Irrigation to Farm Unit Branch 27.1 End	31°	19'	3.2"	28°	43'	15.1"
154	Bulk Irrigation Junction 28	31°	19'	7.3"	28°	43'	29.9"
155	Bulk Irrigation Junction 29 - Start	31°	19'	23.8"	28°	42'	50.6"
156	Irrigation to Farm Unit Branch 29.1 End	31°	19'	35.2"	28°	42'	46.2"
157	Irrigation to Farm Unit Branch 29.2 End	31°	19'	51.3"	28°	42'	1"
158	Bulk Irrigation Junction 30 - Waypoint	31°	19'	42.5"	28°	44'	1.5"
159	Bulk Irrigation Junction 31 - Waypoint	31°	19'	30.9"	28°	44'	49.8"
160	Bulk Irrigation Junction 32 - Start	31°	19'	48"	28°	43'	49"
161	Irrigation to Farm Unit Branch 32.1 End	31°	19'	30"	28°	43'	31.1"
162	Bulk Irrigation Junction 33 - Start	31°	20'	4.2"	28°	43'	32.3"
163	Irrigation to Farm Unit Branch 33.1 End	31°	19'	58.4"	28°	43'	18.7"
164	Bulk Irrigation Junction 34 - Start	31°	20'	18.7"	28°	43'	36.5"
165	Irrigation to Farm Unit Branch 34.1 End	31°	20'	31"	28°	43'	27.9"
166	Bulk Irrigation Junction 35 - Waypoint	31°	20'	22.9"	28°	44'	17.6"
167	Irrigation to Farm Unit Branch 35.1 End	31°	20'	13.8"	28°	44'	17.1"
168	Bulk Irrigation Junction 36 - Start	31°	20'	35.5"	28°	44'	26.8"
169	Irrigation to Farm Unit Branch 36.1 End	31°	20'	45.5"	28°	44'	18.5"
170	Irrigation to Farm Unit Branch 36.2 End	31°	20'	51.1"	28°	45'	2.2"
171	Irrigation to Farm Unit Branch 36.3 End	31°	21'	12.9"	28°	44'	16.6"
33	Primary pipe - WTW to Res 1 Start	31°	7'	14"	28°	41'	9.1"
34	Primary pipe - WTW to Res 1 Mid	31°	6'	22.3"	28°	42'	8.7"
35	Primary pipe - WTW to Res 1 End	31°	5'	12.8"	28°	42'	0.2"
36	Primary Res 1 Centroid	31°	5'	12.8"	28°	42'	0.2"
37	Primary pipe - WTW to Res 3 Start	31°	7'	14.8"	28°	41'	9.7"
38	Primary pipe - WTW to Res 3 Mid	31°	9'	27"	28°	40'	12.8"

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39	Primary pipe - WTW to Res 3 End	31°	8'	27.3"	28°	37'	29.8"
40	Primary Res 3 Centroid	31°	8'	27.3"	28°	37'	29.8"
41	Primary pipe - Res 3 to Res 4 Start	31°	8'	27.3"	28°	37'	29.8"
42	Primary pipe - Res 3 to Res 4 Mid	31°	9'	47.6"	28°	33'	51.1"
43	Primary pipe - Res 3 to Res 4 End	31°	9'	58"	28°	29'	46.8"
44	Primary Res 4 Centroid	31°	9'	58"	28°	29'	46.8"
45	Primary pipe - Res 1 to Res 2 Start	31°	5'	12.8"	28°	42'	0.2"
46	Primary pipe - Res 1 to Res 2 Mid	31°	3'	16.8"	28°	43'	25.9"
47	Primary pipe - Res 1 to Res 2 End	31°	1'	21.9"	28°	42'	39.5"
48	Primary Res 2 Centroid	31°	1'	21.9"	28°	42'	39.5"

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