

REQUEST FOR PROPOSALS

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| YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED | |
| BID NUMBER: | RFP338/2022 |
| COMPULSORY BRIEFING SESSION DETAILS: | <p>Tender briefing will be done online via Microsoft teams. Bidders are advised to use the link below to join the briefing session.</p> <p>Link: Click here to join the meeting</p> <p>18 November 2022 @11H00 (Johannesburg time)</p> |
| NON-COMPULSORY SITE VISIT: | 23 November 2022 @11H00 (Johannesburg time) |
| CLOSING DATE: | 11 December 2022 |
| CLOSING TIME: | 23H55 (Midnight) |
| PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 120 days |
| DESCRIPTION OF BID: | APPOINTMENT OF A CONSULTANCY FIRM AS ENVIRONMENTAL AND TOWN PLANNING (ETP) ADVISOR TO UNDERTAKE THE OUTSTANDING ETP ACTIVITIES FOR THE UMHLATHUZE WASTEWATER REUSE PPP PLANT |
| BID DOCUMENTS DELIVERY ADDRESS: | <p>1. ELECTRONIC SUBMISSIONS</p> <p><u>INSTRUCTIONS:</u></p> <ul style="list-style-type: none"> ➤ Bidders are required to issue Tender Submission Link requests and all other enquiries to lihleSCM@dbsa.org ONLY; ➤ No – Tender Submission Link requests will be accepted before 17h00 on the on the 25th of November 2022. Any requests after the stipulated date and time will be disregarded. ➤ Bidders will thereafter receive a OneDrive Link to upload their tender submission documents electronically. <p>NB: Electronic submission is encouraged for all bidder's interest in this tender bid.</p> <p>Closing date 11 December 2022 before 23:55. All bids must be in on the 11th of December 2022.</p> |

| | |
|------------------------------------|--|
| NAME OF BIDDER: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| BIDDER'S STAMP OR SIGNATURE | |



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")

BID NUMBER: RFP338/2022

DESCRIPTION: APPOINTMENT OF A CONSULTANCY FIRM AS ENVIRONMENTAL AND TOWN PLANNING (ETP) ADVISOR TO UNDERTAKE THE OUTSTANDING ETP ACTIVITIES FOR THE UMHLATHUZE WASTEWATER REUSE PPP PLANT

COMPULSORY BRIEFING: 18 November 2022 - Tender briefing will be done online via Microsoft teams.

LINK: [Click here to join the meeting](#)

Time: 11H00 AM Johannesburg time (Microsoft Teams)

NON-COMPULSORY SITE VISIT: 23 November 2022

LOCATION: uMhlathuze Local Municipality, 5 Mark Strasse, Civic Centre, Central Business District RICHARDS BAY

Time: 11H00 AM Johannesburg time

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email lihleSCM@dbsa.org by latest on **25 November 2022** at 17:00 prior to expiry of the deadline for submission. The data shall be used to set up **OneDrive Link** for this tender submission. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: 11 December 2022

CLOSING TIME: 23H55

The successful bidder will conclude a Professional Services Contract with the DBSA, in South African Rands (ZAR), for a period of 12 – 15 months for this assignment.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

| | | | | |
|---|------------|--|-----------|--|
| NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM: | | | | |
| POSTAL ADDRESS: | | | | |
| STREET ADDRESS: | | | | |
| CONTACT PERSON (FULL NAME): | | | | |
| EMAIL ADDRESS: | | | | |
| TELEPHONE NUMBER: | | | | |
| FAX NUMBER: | | | | |
| BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX] | YES | | NO | |
| IF YES, WHO ISSUED THE CERTIFICATE? | | | | |
| REGISTERED WITH THE NATIONAL TREASURY CSD | YES | | NO | |

| | | | | | |
|---|---|---|--|--|--|
| 1..1.1 | 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] | | | |
| 1..1.2 | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] | | | |
| 1..1.3 | SIGNATURE OF BIDDER | | | | |
| 1..1.4 | DATE | | | | |
| 1..1.5 | FULL NAME OF AUTHORISED REPRESENTATIVE | | | | |
| 1..1.6 | CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | | |
| [TICK APPLICABLE BOX] | | | | | |
| CSD REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS | | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME TO THE LINK PROVIDED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED)</p> <p>1.3. SOUTH AFRICAN BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED BY BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MUST BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 ALL BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.2 SOUTH AFRICAN BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 SOUTH AFRICAN BIDDERS CAN APPLY FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 SA BIDDERS' MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER (TAX COMPLIANCE) IN ACCORDANCE WITH APPLICABLE LEGISLATION IN THEIR COUNTRY OF RESIDENCE.</p> <p>2.6 WHERE SA BIDDERS HAVE NO TCS AVAILABLE BUT ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES NO

| | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | One original Bid document in separate folders; Folder 1 - for Pre-Qualifying Criteria and Functional Evaluation and Folder 2 - Price / Financial Proposal – Electronic submission |
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Bid |
| <input type="checkbox"/> | <input type="checkbox"/> | Part B: Terms and Conditions of Bidding |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Checklist of Compulsory Returnable Schedules and Documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Part D: Conditions of Tendering and Undertakings by Bidders |
| <input type="checkbox"/> | <input type="checkbox"/> | Part E: Specifications/Terms of Reference and Project Brief |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: SBD4 Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: Certified copies of latest share certificates, in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: Supporting documents to responses to Pre-Qualifying Criteria and Functional Evaluation Criteria. |

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Annexure H: General Condition of Contract

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Annexure I: CSD Tax Compliance Status and Registration Requirements Report

PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday in South Africa.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa Limited.
- 1.11 **DFI** means Development Finance Institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment (where applicable).
- 1.13 **Functional Criteria** means the criteria set out in clause 27 of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000.

- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 1.18 **Pre-Qualifying Criteria** means the criteria set out in clause 27.3 of this Part C.
- 1.19 **Price and Preferential Points Assessment** means the process described in clause 27.6 of this Part C, as prescribed by the PPPFA.
- 1.20 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.21 **Request for Proposal or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means Service Level Agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER TECHNICAL AND GENERAL QUERIES

Queries pertaining to this tender must be directed to:-

DBSA Supply Chain Management Unit

Email: lihleSCM@dbsa.org

No questions will be answered telephonically.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

| Activity | Date |
|--|-----------------------------------|
| Advertisement of tender | 11 / 11 / 2022 |
| RFP document available | 11 / 11 / 2022 |
| Compulsory briefing session | 18 / 11 / 2022 |
| Non-compulsory site visit | 23 / 11 / 2022 |
| Closing date for tender enquiries | 25 / 11 / 2022 by 17:00 (SA time) |
| Link requests | 25 / 11 / 2022 by 17h00 (SA time) |
| Closing date and time | 11 / 12 / 2022 at 23h55 (SA time) |
| Intended completion of evaluation of tenders | TBC |
| Intended formal notification of successful Bidder(s) | TBC |
| Signing of Service Level Agreement | TBC |
| Effective date | TBC |

5. SUBMISSION OF TENDERS

COMPULSORY BRIEFING: **18 November 2022** - Tender briefing will be done online via Microsoft teams.

LINK: [Click here to join the meeting](#)

Time: 11H00 AM Johannesburg time (**Microsoft Teams**)

LINK REQUESTS: Bidders are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Officer via email ljhleSCM@dbsa.org by latest on 25 November 2022 at 17:00 prior to expiry of the deadline for submission. The data shall be used to set up a OneDrive Link for this tender submission. It is recommended to log in after receipt to make sure that there are no technical difficulties. Any requests after the stipulated date and time may be disregarded.

CLOSING DATE: **11 December 2022**

CLOSING TIME: **23H55**

6. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 6.2 All persons (whether a participant in this tender process or not) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 6.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 6.4 The rules contained in this RFP Part C apply to:
 - 6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
 - 6.4.2 the Tendering Process; and
 - 6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. STATUS OF REQUEST FOR PROPOSAL

- 7.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

8. ACCURACY OF REQUEST FOR PROPOSAL

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy,

ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).

- 8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFP

- 9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the DBSA and the successful Bidder.

11. CONFIDENTIALITY

- 11.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Officer.
- 12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Officer in writing, and most preferably by e-mail to lihleSCM@dbsa.org
- 12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Officer (provided such communication is in the required format).
- 12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

- 12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 12.7 A Bidder may, by notifying the Tender Officer in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

- 13.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Officer. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 14.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT

- 15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
 - 15.1.2 the evaluation and clarification of their Bid; and
 - 15.1.3 the conduct of negotiations with the DBSA.

- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

- 16.1 Any complaint about the RFP or the Tendering Process must be submitted to the Supply Chain Management Unit in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder, (tenders@dbsa.org)
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 the outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. BIDDER'S RESPONSIBILITIES

- 19.1 Bidders are responsible for:
- 19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
 - 19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
 - 19.1.3 ensuring that their Bids are accurate and complete;
 - 19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 19.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 19.1.6 submitting all Compulsory Documents.

- 19.2 South African bidders with annual total revenue of ZAR10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 South African bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
 - 20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.
- 20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

- 21.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

22. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

23. RESPONSIBILITY FOR BIDDING COSTS

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1 the Bidder is not engaged to perform under any contract; or
 - 23.2.2 the DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 24.1.1 as required by law;
 - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

25. USE OF BIDS

- 25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

26. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS

27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

Stage 1: Responsiveness

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.

| Responsiveness Criteria | | Prequalifying Criteria | Applicable to this Tender (Y/N) |
|-------------------------|--|------------------------|---------------------------------|
| 1 | Adherence to submitting Tender as a two-folder tender. Folder 1: Functionality and returnable submission separate from Folder 2: Pricing proposal submission | Pre-Qualifier | Y |
| 2 | Attendance Register of the Compulsory Briefing Session attended by the Tenderer. | Pre-Qualifier | Y |
| 3 | In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process | Pre-Qualifier | Y |

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| 4 | <p>The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017:</p> <p>(i). an EME or QSE which is at least 51% owned by black people.</p> | Pre-Qualifier | Y |
|---|---|---------------|---|

B. Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

| | Responsiveness Criteria | Clarification Time | Applicable to this Tender (Y/N) |
|---|--|--------------------|---------------------------------|
| 1 | Standard conditions of tender as required. | 48 hours | Y |
| 2 | Returnable documents completed and signed. | 48 hours | Y |
| 3 | <p>Submission of Proof of Registration with National Treasury Central Supplier Database (CSD) Summary Report or A Valid and Active Tax Compliance Status Pin issued by SARS for Tax Compliance Status Verification:</p> <p>N.B - Bidder must be fully registered & tax compliant to do business with the DBSA.</p> | 7 Working days | Y |

Only those Bidders which satisfy all the Pre-Qualifying Criteria of the First Stage will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria of the First Stage will not be evaluated further.

27.1.2 Second Stage – Functional criteria

27.1.1 Only those Bidders which score **[70]** points or higher (out of a possible 100) during the functional evaluation of the Second Stage will be evaluated further. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

Bidders will be assessed on the functional criteria (Second Stage) as set out in this RFP. Only those Bidders which comply with the eligibility criteria will proceed to the Third Stage.

27.1.2 Third Stage – price

27.1.2.1 Those Bidders which have passed the First Stage (Responsiveness Test) and Second Stage (Functional Evaluation) of the tender process will be eligible to be evaluated on the Third Stage, based on price, in accordance with the PPPFA regulations.

27.1.2.2 The recommended preferred Bidder will be the Bidder with the lowest overall price in the Third Stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.

27.2 NB: Bidders are required to submit, as Annexure J to their Bids, any documentation which supports the responses provided in respect of the Eligibility Criteria below.

27.3 First Stage: Pre-Qualifying Criteria

Only those Bidders which satisfy all the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all the Pre-Qualifying Criteria will not be evaluated further. Please refer to the table above

Note: A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender. Please refer to the table above

27.4 Second Stage: Functional Criteria

The technical proposal will be evaluated according to the following criteria and scoring system. The technical score will be calculated out of 100 points, and only those bids that achieve a threshold of **70** points for the technical proposal will move to the next level of evaluation where a score for price and BBBEE.

Experience of the Transaction Advisor/companies (or members of the TA as a Consortia)

| ASSESSMENT CRITERIA | DESCRIPTION | WEIGHTING |
|---|--|-----------|
| Company experience in the development of Environmental and Social Impact Assessment Studies for infrastructure projects (ICT, Energy, | Points 10 – At least two infrastructure projects, in the past ten years, where the bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the | |

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| Transport, Education and Health Care) in accordance with IFC/World Bank or DBSA ESS Guidelines in the past 10 years. | <p>competent local authority and funding was approved by international funders.</p> <p>Points 7 – At least two infrastructure projects, in the past ten years, where the bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority.</p> <p>Points 5 – At least two infrastructure projects, in the past ten years, where the bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines or local legislation (such as NEMA) and the ESIA report was accepted by the client (but did not receive Authorization from the competent local authority)</p> | 10 |
| Company experience in the development of Environmental and Social Impact Assessment Studies in accordance with IFC/World Bank or DBSA ESS Guidelines, in the Water Sector (Water Treatment Plants, Wastewater Treatment Plants, Water pipelines and Dams) in the past 10 years. | <p>Points 10 – At least two infrastructure projects, in the past ten years, where the bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority and funding was approved by international funders.</p> <p>Points 7 – At least two infrastructure projects, in the past ten years, where the bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority.</p> <p>Points 5 – At least two infrastructure projects, in the past ten years, where the</p> | 10 |

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| | bidder completed an ESIA in accordance with IFC/WB/DBSA guidelines or local legislation (such as NEMA) and the ESIA report was accepted by the client (but did not receive Authorization from the competent local authority) | |
| Quality of Project Comprehension and strategy to enable the project to reach Financial Close. | <p>Points 20 - Clear understanding of the project needs, comprehension, and appropriate/robust strategy to complete the assignment within the proposed timelines.</p> <p>Points 14 – Reasonable understanding of project comprehension and acceptable strategy to complete the assignment within the proposed timelines.</p> <p>Points 10 – Average understanding of project comprehension and no clear strategy for the assignment.</p> | 20 |

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| Quality of the proposed work plan and timetable for the timeframes of Project. | <p>Points 10 – Robust work plan showing understanding of deliverables and plan to complete the same in parallel, not necessarily in sequence.</p> <p>Points 7 – Reasonable Work Plan and timetable developed in accordance with the BOT Guidelines.</p> <p>Points 5 – Average Work Plan and timetable developed in accordance with the BOT Guidelines.</p> | 10 |
| <p>Bidder Location</p> <p>The location of the lead bidder within the Province of Kwazulu-Natal, with proximity to the project site and ability to undertake these activities in person, without reliance on extensive travel and accommodation costs.</p> | <p>Points 10 - Bidder location within the Kwazulu-Natal Province</p> <p>Points 7 - Bidder location within the borders of South Africa</p> <p>Points 5 - Bidder location within the African continent</p> | 10 |

Experience of the Lead Advisor(s) (people) and team

| ASSESSMENT CRITERIA | DESCRIPTION | WEIGHTING |
|---|--|-----------|
| <p>Lead Environmental Advisor/ Project Director - ESIA/ESMP/ESMS experience and track record (firm level/organization/company/Association)</p> <p>Knowledge and professional experience of the EIAs in the wastewater sector, with specific reference to water reuse, ecosystem services, water resource</p> | <p>Points 10 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority and</p> | |

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| management, biodiversity, inclusivity, sustainability as outlined in this Terms of Reference | <p>funding was approved by international funders.</p> <p>Points 7 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority.</p> <p>Points 5 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance with IFC/WB/DBSA guidelines or local legislation (such as NEMA) and the ESIA report was accepted by the client (but did not receive Authorization from the competent local authority)</p> | 10 |
| <p>Lead Wastewater specialist – experience and track record particularly in wastewater reuse and nature-based solutions</p> <p>Knowledge and professional experience in the planning and development of water resources and large-scale water supply schemes, with specific reference to wastewater reuse-schemes, as outlined in this Terms of Reference</p> | <p>Points 10 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority and funding was approved by international funders.</p> <p>Points 7 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance</p> | 10 |

| | | |
|---|---|-----------------|
| | <p>with IFC/WB/DBSA guidelines, that received Authorization from the competent local authority.</p> <p>Points 5 – At least one infrastructure projects, in the past ten years, where the candidate completed an ESIA in accordance with IFC/WB/DBSA guidelines or local legislation (such as NEMA) and the ESIA report was accepted by the client (but did not receive Authorization from the competent local authority)</p> | |
| <p>Lead Specialist in ecosystem restoration partnership models assessments and action planning for impact, ecological footprint</p> <p>Knowledge and professional experience in the design and structuring of innovative and complex ecosystem restoration partnership models, mechanisms and solutions to finance and develop co benefits for nature in catchments as outlined in this Terms of Reference.</p> <p>Evidence</p> <p>Specific details of knowledge and experience (role and responsibility, projects, number of years, etc.) in the required fields of expertise.</p> | <p>Points 5 -Three relevant projects, where the candidate used nature-based solutions and/or ecosystem restoration models such as payment for ecosystem services to resolve an environmental problem and/or ensure a net biodiversity benefit.</p> <p>Points 3.5 -Two relevant projects, where the candidate used nature-based solutions and/or ecosystem restoration models such as payment for ecosystem services to resolve an environmental problem and/or ensure a net biodiversity benefit.</p> <p>Points 2 - One relevant project, where the candidate used nature-</p> | <p>5</p> |

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| | based solutions and/or eco-system restoration models such as payment for ecosystem services to resolve an environmental problem and/or ensure a net biodiversity benefit. | |
| <p>Lead Climate specialist's experience and track record in both climate mitigation and climate adaptation assessments and action plans</p> <p>Knowledge and professional experience in utilization of climate change assessment and action planning tools with knowledge of TCFD requirements, climate models, stress testing, scenario assessments, and greenhouse gas accounting (scope 1,2 and 3) as outlined in this Terms of Reference</p> <p>Evidence</p> <p>Specific details of knowledge and experience (role and responsibility, projects, number of years, etc.) in the required fields of expertise.</p> | <p>Points 5 - Three examples where the candidate produced detailed climate change assessments and action plan or climate mitigation and adaptation, using IPCC and/or TCFD and/or equivalent good practice guidelines at a project level.</p> <p>Points 3.5 - Two where the candidate produced detailed climate change assessments and action plan or climate mitigation and adaptation, using IPCC and/or TCFD and/or equivalent good practice guidelines at a project level.</p> <p>Points 2 - One where the candidate produced detailed climate change assessments and action plan or climate mitigation and adaptation, using IPCC and/or TCFD and/or equivalent good practice guidelines at a project level.</p> | <p>5</p> |

Qualifications of the Lead Advisor(s)

| MINIMUM QUALIFICATION | DETAILS | SCORE |
|--|---|-------|
| Lead Environmental & Social Advisor Relevant degree or equivalent in Environmental Science/Management, including at least 10 years of relevant experience in ESIA's | Points 5 – Registered Professional Natural Scientist Points 3.5 – Masters' degree in Environmental Science/Management or equivalent Point 2 – Relevant degree or equivalent | 5 |
| Lead Wastewater Specialist | Points 5 – Registered Professional Engineer with relevant Council and/or Registered Professional Natural Scientist Points 3.5 – Masters' degree in Engineering or equivalent Point 2 – Relevant degree or equivalent | 5 |

27.5 A minimum of **70 points out of a 100** for the functional evaluation will qualify the Bid to move on to the Third Stage of evaluation, which is price and preferential point's evaluation. Bidders that do not score **70** points or higher at this stage of the evaluation will not be evaluated during the Third Stage of the evaluation.

27.6 Third Stage: Price

27.6.1 the Third Stage of evaluation of the Bids will be in respect of price only.

28. STATUS OF BID

28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

28.2 A Bid must not be conditional on:

- 28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 28.2.4 the Bidder obtaining the consent or approval of any third party; or

- 28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

- 29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.
- 29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 As part of the evaluation of this Bid, DBSA will invite Bidders to give a presentation to the DBSA in relation to their submissions.
- 30.3 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.4 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
- 30.4.1 conduct a site visit, if applicable;
 - 30.4.2 provide references or additional information; and/or
 - 30.4.3 make themselves available for panel interviews.

31. SUCCESSFUL BIDS

- 31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

- 31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

- 33.1 By submitting a Bid, a Bidder warrants that:
- 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
 - 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
 - 33.1.4 it accepts and will comply with the terms set out in this RFP; and
 - 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. DBSA'S RIGHTS

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
- 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3 vary or extend any time or date specified in this RFP

- 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 34.1.5 require additional information or clarification from any Bidder or any other person;
- 34.1.6 provide additional information or clarification;
- 34.1.7 negotiate with any one or more Bidder;
- 34.1.8 call for new Bid;
- 34.1.9 reject any Bid received after the Closing Time; or
- 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS

- 35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 35.3 All Bids must be completed using the English language and all costing must be in South African Rand (ZAR).

36. MANDATORY QUESTIONS

- 36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

| | | |
|--|----------------------|------------------------------------|
| This Bid is subject to the General Conditions of Contract stipulated in this RFP document. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.2

| | | |
|---|----------------------|------------------------------------|
| The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.3

| | | |
|---|----------------------|--|
| The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.4

| | | |
|--|----------------------|--|
| The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.5

| | | |
|--|----------------------|--|
| In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.6

| | | |
|---|----------------------|--|
| In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.7

| | | |
|--|----------------------|--|
| The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.8

| | | |
|--|----------------------|--|
| By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.9

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| Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.10

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|---|----------------------|--|
| The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.11

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| Only the proposal as submitted on the closing date shall be considered. No Bids for future bids shall be accepted. | Comply/Accept | Do not comply/Do not accept |
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36.1.12

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| <p>The Bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p> | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.13

| | | |
|---|----------------------|--|
| Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.14

| | | |
|---|----------------------|--|
| Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.15

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| In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.16

| | | |
|--|----------------------|--|
| Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.17

| | | |
|---|----------------------|--|
| Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.18

| | | |
|---|----------------------|--|
| Bidders who make use of subcontractors: | Comply/Accept | Do not comply/Do not accept |
| 1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document. | | |
| 2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor. | | |
| 3. Bidders are required to provide documentation (such as BBBEE Certificate/Sworn Affidavit, Valid or Active Tax Compliance Status Pin Issued by SARS, CSD Summary Report, Valid or Active CIDB Certificate etc.) for the relevant subcontractor as a minimum in support of the subcontracting arrangement. | | |
| 4. Subcontracting must not contradict any Regulation or Legislation | | |

| | | |
|--|--|--|
| 5. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses. | | |
|--|--|--|

36.1.19

| | | |
|--|----------------------|------------------------------------|
| All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.20

| | | |
|--|----------------------|------------------------------------|
| No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.21

| | | |
|---|----------------------|------------------------------------|
| Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.22

| | | |
|--|----------------------|------------------------------------|
| If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.23

| | | |
|--|----------------------|------------------------------------|
| The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.24

| | | |
|--|----------------------|--|
| Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.25

| | | |
|--|----------------------|--|
| Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.26

| | | |
|---|----------------------|--|
| Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used. | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.27

| | | |
|--|----------------------|--|
| <p>Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid.</p> <p>This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.</p> | Comply/Accept | Do not comply/Do not accept |
| | | |

36.1.28

| | | |
|--|----------------------|--|
| <p>The following will be grounds for disqualification:</p> <ul style="list-style-type: none"> Unsatisfactory performance under a previous public contract in the past 5 years, provided that | Comply/Accept | Do not comply/Do not accept |
| | | |

| | | |
|---|--|--|
| <p>notice of such unsatisfactory performance has been given to the bidder; and/or</p> <ul style="list-style-type: none"> • The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or • The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or • The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or • Bids received after the stipulated closure time will be immediately disqualified; and/or • Bidders whom have recently completed or currently performing, or to commence work on specific categories of services may be excluded to enable the Bank manage its concentration risk. This threshold is currently set at R10 million for consultancy services. | | |
|---|--|--|

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

Telephone Number:.....FAX number.....

Mobile Number:

Email Address.....

PART E

TERMS OF REFERENCE & PROJECT BRIEF

TRANSACTION ADVISORY SERVICES TO CONDUCT AN ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) AND ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP) AND ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS) AND PREPARE THE RELEVANT TOWN PLANNING APPROVAL DOCUMENTATION

With a focus on creating a climate resilience, integrated, inclusive wastewater system with net biodiversity benefits in Umhlathuze Local Municipality, Kwazulu-Natal, South Africa.

INTRODUCTION

The administrative area of the uMhlathuze Local Municipality (“the municipality” or “the City”). falls within the King Cetshwayo District Municipality of KwaZulu-Natal in South Africa. The municipality’s IDP aims for inclusive development prioritizing meeting basic needs. The municipality is concerned about the impacts of climate change and has developed a climate adaptation strategy. The municipality is named after the uMhlathuze River and as such the project needs to assist the municipality to take care of the catchment and particularly its riverine ecosystem on which this project depends and impacts. The City continues to consistently strive for providing effective essential services to its people, with diligence. The Covid-19 pandemic has impacted on its ability to fast track service delivery and this initiative must give strategic value in supporting the city to build back a more inclusive greener economy at speed.

The municipality requires service providers (the “Consultant”) to undertake environmental, social and governance (“ESG”) activities for the uMhlathuze Wastewater Reuse Plant and related engineering and ecological infrastructure (“the Project”). The key activities involve addressing integrated environmental management needs, including preparing documentation for all relevant authorities’ consideration for environmental/water/town planning authorizations, licenses and permits (collectively referred to as “Environmental & Town Planning – (ETP)” activities) and engaging in 5 days of capacity building and knowledge sharing activities.

The ETP activities must address the design, construction and operation and closure of the Project which also includes the decommissioning of the existing Wastewater Treatment Works (WWTWs) and macerator sites that should be decommissioned once the new WWTWs are operational. The municipality is seeking a consultant who will assist it to proactively invest in climate resilient infrastructure ensuring the ETP is delivering cutting-edge analysis, opinions, and solutions that advance inclusivity and nature-based solutions and nature benefits. The aim of the ETP activities is to review and augment and build on the results of the previous phases (Environmental Scoping and Screening Reports and some preliminary technical studies and feasibilities) to assess proposed design in terms of promoting best practices on the water use cycle, including water reuse at industrial and urban level, to help achieve a realistic transition to a circular climate smart inclusive economy, ensuring net positive gender equity and biodiversity benefits. The ETP process must be an integral part of the design process and influence the concept and design outcomes. All relevant documentation must be submitted to relevant authorities for their consideration for approval and the consultants must help build capacity and share knowledge amongst key role players to help ensure project sustainability. The ETP will therefore:

- Add value to the concept/preliminary design
- Prepare/add value to procurement documents/scope and Terms of Reference (TORs) for the Private Party who will detail design and construct the Project
- Prepare and obtain as relevant the environmental authorization and water use licenses (preferably obtained before the Private Party is contracted but this is subject to the outcomes of the ESIA procedures)

The process and outputs must meet DBSA/IFC Performance Safeguard Standards, GCF relevant guideline documents, and align with Good International Environmental and Social Industry Practice Guidelines and other relevant standards (see section below). In addition, the ETP must meet the requirements of the South African EIA Regulations (2014) as amended, the outcomes should be able to be used by the municipality to obtain the required water use licenses culminating in decisions by the relevant competent authorities (CA's) on the acceptability of the proposed WWTWs and its related ecological, green, and grey infrastructure components.

PROJECT DESCRIPTION

The purpose of the Project is to provide the required infrastructure to collect, treat and distribute domestic and industrial effluent for the re-use by industrial users. The effluent that is currently discharged into the ocean is intended to be treated and reused. The Project entails the design and development of a regional wastewater treatment works ("wastewater re-use plant). The regional wastewater treatment plant will provide effluent directly to the low quality off-takers and other industrial users in the region. The Project also entails a network of pipelines and pump stations that will be used to collect the effluent from various existing WWTWs and macerator sites as well as pipelines that will be distributing the treated water from the proposed regional treatment works to the potential off takers. A proposed reservoir with a storage capacity of 25 MI will be on the industrial plant site. Once the new wastewater reuse plant is fully operational, the existing two WWTWs and two macerator sites will be decommissioned. The ETP includes this decommissioning.

In addition to this, the project description includes a biodiversity/ecosystem infrastructure investment to ensure net positive biodiversity benefits. This intervention can be a part contribution to an existing programme managed by the municipality, community, NGO or private sector partnership arrangement. Investment options need to be identified by the consultant and a preferred option selected together with key parties for inclusion into the project description and ESIA process. The intervention must directly or indirectly link to the project natural resource dependencies and ensure a net positive biodiversity gain for the overall project. The focus needs to be on improved water resource management, nature conservation and improved water flow quality and/or quantity within the catchment. The appointed consultant will need to help the municipality identify options and assess their ecosystem restoration value to benefit relative to the project resource needs and impacts. The appointed consultant will also need to integrate this proposal into the project proposal and relevant ETP submissions. This intervention is over and above any offset or compensation recommendations made by the consultant to satisfy legal requirements as part of the mitigation hierarchy. This intervention must be detailed to a point it can be appropriately budgeted for and implemented

The Project includes the consultant playing a role in assessing institutional capacity to manage a works of this nature, identification of gaps and capacity building to key stakeholders in a form to be determined during the ESIA process based on identifying key risk areas and addressing them. (Such as through providing a case study on the project approach and development results), sharing knowledge, and providing guidance and support to improve environmental compliance assurance amongst key players and promoting gender equity in the project design and implementation and where possible, promoting gender inclusivity in the sector.

The consultants work will cover climate adaptation and mitigation measures as well as disaster risk management. The Project requires the consultant to develop a comprehensive set of indicators and targets including some related to water circularity, ecosystem enhancements combining biodiversity, water quality and quantity aspects and creating a Water Circularity Index in facilities / “reuse markets”, e.g., products that are produced with reclaimed water.

The Project is being conducted as a Public Private Partnership (PPP) where a concessionaire would ultimately be appointed to design, build and operate the new infrastructure. Typically, in such PPPs, the concessionaire is required to conduct an Environmental and Social Impact Assessment (ESIA). Given the potentially long lead times for obtaining the environmental authorization (EA) as required by the EIA Regulations (2014 as amended) in South Africa, together with other permits and licenses, it has been decided to initiate the ESIA / WULA /ESMP/ESMS Town Planning authorisations as part of the due diligence process, to ensure that project implementation is not delayed. These TORs serve to describe the scope of work for these components of the proposed Project with emphasis on as much work to be completed in detail upfront rather than awaiting the contracting of a Private Party who will undertake the detailed design and construction work.

The table below summarises the existing information and some of the key gaps as considered by the municipality and DBSA at the time of this TOR. A more detailed gap analysis may reveal additional gaps.

| REPORTS | STATUS | RESPONSIBLE PARTY CONTRACTED | ACTION STEPS REQUIRED FOR COMPLETION |
|---------------------|---|--|---|
| 1. Screening report | Completed | <ul style="list-style-type: none"> Programme consultant subcontracted to ESIA consultant team | - |
| 2. Scoping report | Almost completed except for: <ul style="list-style-type: none"> Cumulative and Strategic impacts Safeguard compliance aspects Climate change adaptation and mitigation and net | <ul style="list-style-type: none"> | <ul style="list-style-type: none"> In depth safeguard gap analysis and commitment framework plan to plug safeguard gaps and meet global good practice standards (especially at the following stages of |

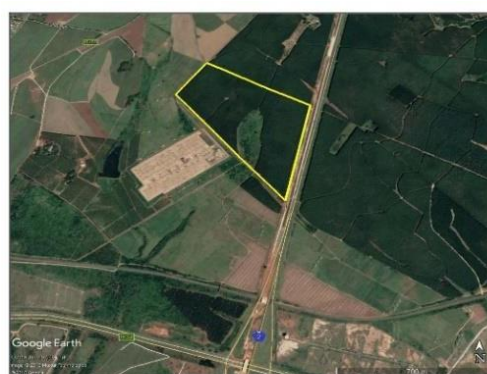
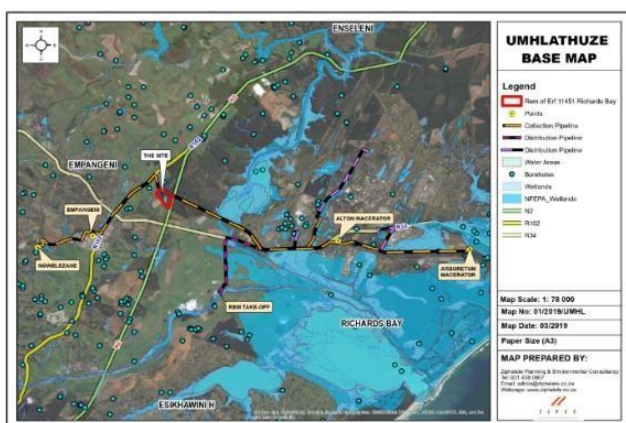
| | | | |
|--|---|--|---|
| | <p>positive biodiversity impact</p> <ul style="list-style-type: none"> • Global good practice standards such as IFC enviro health and safety standards • DETEA comments and inputs | | <p>Scoping ESIA, ESMPE SMS)</p> <ul style="list-style-type: none"> • Completion of report to satisfy funder requirements and DETEA requirements |
| 3. ESIR to Funder and authority satisfaction | <ul style="list-style-type: none"> • Draft TOR for conventional ESIA which requires updating as per this TOR • Separate Specialist studies contracted and completed to date include (note some of these may require augmentation in order to generate clear metrics on targets baselines and indicators. Nonetheless, the bulk of the work for these specialist reports can be regarded as substantially completed: <ul style="list-style-type: none"> ✓ Geohydrological Assessment ✓ Aquatic Impact Assessment ✓ Terrestrial Impact Assessment ✓ Heritage Impact Assessment ✓ Air Quality (Odour Impact Assessment) ✓ Wetland Assessment ✓ Visual Impact Assessment. | • | <ul style="list-style-type: none"> • TOR (Inception report will allow for some details to be added to this TOR) • Include in ESIA topographical surveys • Include in ESIA geotechnical studies |
| 4. EMSP to funder and authority satisfaction | Not yet undertaken | Usual to link to above ESIA | TOR (best to do all in one as mentioned above) |
| 5. ESMS to funder and authority satisfaction | Not yet undertaken | Subject to a preliminary ESMS and more detailed ESMS to be | TOR (best to do all in one as mentioned above) Detailed further at detailed design stage |

| | | | |
|--------------------------------------|---|---|---|
| | | undertaken during detailed design before completion | once private partner contractor on board. |
| 6. Authorization | Not yet authorized | Authorities concerned | Pre-authorization ESMP as part of ESIA–further detailed post authorization as detailed design phase is undertaken |
| 7. WULA and or related work/licenses | Not yet undertaken (Note that other existing plants have been authorized) | Not yet undertaken (link to same ESIA consultant team is a possibility) | TOR (best to do all in one as mentioned above) |

LOCATION

The project is to be located on a property formally described as “Remainder of Erf 11451 Richards Bay” as well as various pipeline routes from the existing WWTWs and macerator sites to this property. See maps below. The core activity footprint of the regional treatment plant is approximately 20 ha of which a large percentage is Mondi forested land. Most areas are highly disturbed. There is one sensitive river crossing involved.

Figure 1: Map indicating the locality and context of the site as well as the proposed pipeline routes.



PROJECT OBJECTIVES

Principle Objectives of the project need to be integral to all Phase 2 outputs:

- Promote strategic environmental and social sustainability concepts and plans - drawing on existing available regional and local studies and ensuring cumulative impacts of the Project are meaningfully and thoroughly addressed.
- Address growing demand for water security and services by promoting water reuse through the design of regional wastewater treatment plant involving optimal mix of green, grey and ecological infrastructure to promote sustainability. This optimal mix will be acquired by a thorough environmental/social assessment of options that addresses environmental and social costs and benefits of various options and ensures net positive social and

environmental outcomes. The Project should try and achieve net water benefits in quality and quantity in the overall ecosystem.

- Promote resource efficiency – ensuring design process and impact provides quality and quantitative measurable net positive results.
- Give emphasis to building resilience: exploring, and creating opportunities for climate adaptation and mitigation measures to apply to the project concept, design, implementation, and closure plans aligned with emerging global and local policies and good practices
- Seek nature-based solutions and restore and protect biodiversity through the design of WWTWs system and include investment in key related ecological infrastructure– ensuring quantifiable evidence of net positive biodiversity impact and ensuring nature-based dependencies and risks are addressed. This will require identifying and detailing opportunities over and above legal requirements and providing inputs into the engineering components of the project
- Ensure institutional capacity with clearly defined roles, responsibilities and opex for managing and monitoring works
- Ensure disaster risk management is appropriately addressed in the design phase
- Seek socially inclusive solutions (including promoting gender inclusivity) to WWTW and related infrastructure ensuring quantifiable net positive social inclusivity.
- For all the above ensure that baselines, targets and indicators align with all relevant national, provincial and local policies, SDGs and funder expectations for meeting global good practices, safeguard standards (IFC/WB and DBSA) and regular reporting on a comprehensive set of environmental and social development results.
- Ensure the design and implementation plans are technically, financially and environmentally and institutionally sound and sustainable in the short and long term

BACKGROUND

The municipality has conducted a feasibility study on the suitable strategies to address water supply backlogs within the municipal area. The findings of the study concluded that the treated wastewater can be utilised as an alternative to potable water usage by industries and therefore freeing-up potable water for domestic usage. The City is targeting the effluent that is currently discharged into the ocean. As such, it was concluded that suitable infrastructure must be developed to deal with wastewater that can be utilised for industrial use.

The City and DBSA have concluded a Facility Agreement (“the Agreement”), whereby the DBSA (through the European Union’s IIPSA Programme) provides project development funding to defray the costs of the Service Provider undertaking these studies. In terms of this Agreement, the City will conclude a Professional Services Agreement with the Service Provider, following the conclusion of a procurement process undertaken by the DBSA. The DBSA will settle the costs of the Service Provider, at the City’s request.

The project triggers several NEMA listed activities and requires WULAs and an Environmental Authorization. The EIA process is divided into two phases, i) the Screening and Scoping Phase (ESSR) and ii) the review and update of the Screening and Scoping Report the Environmental Impact Assessment Phase/Town Planning/ development planning approval and water use authorization phase, EMP and EMS. Phase 3 will involve the implementation of the project. This ToR is concerned with Phase 2 only.

Phase 1 comprised of the ESSR which has been approved by the Project Steering Committee. Following approval of the Feasibility Study for the Project and the ESSR, the municipality requested to DBSA to procure a new ETP Consultant to undertake Phase 2 of the ETP activities, through funds available in the IIPSA Facility.

Phase 2 ETP reports need to be undertaken by an independent company/team to the Private Party undertaking the detailed design. Phase 2 will begin with a review and a Safeguard gap analysis of the completed documents (ESSR and project feasibility and existing plans and institutional arrangements) to improve alignment with global good practices, safeguards and the objectives specified above, as well as all legal requirements. A preliminary DBSA Safeguard review identified the following key areas needing augmentation. The Safeguard Gap Analysis and Document Review may also produce other areas requiring augmentation to align with global good practice guidelines and legislation:

- Stakeholder Analysis and Stakeholder Action Plan, disclosure, and grievance mechanisms.
- Appropriate strategic and cumulative impact assessments including understanding of ecological reserve and human rights reserve of impacted river systems (nature dependencies and impacts).
- Climate adaptation, climate mitigation assessment and action plans.
- Assessment and design of ecological infrastructure and nature-based solutions as part of the project description, which is to be fully integrated into the ESIA process for ensuring net positive biodiversity, water, and climate benefits and to ensure an optimal mix of ecological infrastructure, green infrastructure and grey infrastructure.
- Social inclusivity, especially gender mainstreaming (Assessment and Action Plan) with disaggregated baselines, targets, and indicators.
- ESG especially regarding institutional requirements for sustainability assessment and action plan and related recommendations for capacity building interventions.
- Providing a comprehensive indicator framework for targets, indicators and reporting metrics that meet DBSA Development Results Framework requirements.
- Disaggregated project budget analysis clarifying % investment in green/grey and ecological infrastructure (nature based solutioning and biodiversity) and climate related components. This will be compiled based on SA emerging definitions of what is ecological infrastructure green infrastructure and conventional grey infrastructure and IDFC green climate finance technology. The ESIA ESMP will help guide the project to seek and utilize nature-based solutions where practical and the budget will need to be understood in terms of differentiating this contribution to ecosystems and to promoting green supply chains and green engineering design features (adaptation, mitigation to climate change and biodiversity benefits).

The ETP activities are part of the scope of activities of the Project in terms of the Municipal PPP Guidelines, the RFP issued, and the Professional Services Contract signed between the municipality and the overall appointed Service Provider (who will help on the oversight of this contract agreement).

MOTIVATION FOR PROJECT

Water scarcity has worsened in the municipality in recent decades, exacerbated by climate change, population growth, economic pressures and unsustainable infrastructure investments. This has resulted in damaging effects on the environment and economy. The reuse of treated wastewater in safe and cost-effective conditions is a valuable means of increasing water supply and alleviating pressure on over-exploited water resources. On its own water reuse will not address water stress and build resilience to climate change. To be effective it needs to be part of a systems-based approach that includes water use efficiency, and the restoration of natural cycles that assimilate carbon and waste and improve quality and quantity of water flows in natural systems. An integrated and holistic vision for water reuse is needed. This project although focused primarily on water reuse must also include linkages to and benefits to a wider ecological infrastructure system.

The municipality acknowledges a need to move from a linear to a circular thinking approach towards wastewater treatment. Wastewater is not considered a waste; rather it is a resource that needs to be treated, re-used, or recycled and discharged in way that brings overall benefits to sustaining a healthy and productive ecosystem especially in the context of climate change. This ETP needs to be conducted in a manner that helps to reflect that wastewater is a potentially affordable and sustainable source of water, energy, nutrients, organic matter and other useful by-products.

Wastewater treatment has primarily followed a 'social business model', with its main economic justification centred on safeguarding public health and the environment. However, financial returns are also possible. Resource recovery from these facilities in the form of energy, nutrients, reusable water, and biosolids represent an economic and financial benefit that contributes to the sustainability of these systems and of the water utilities or service providers operating them. The size of the revenue streams depends on the types of resources that can be recovered from wastewater.

The South African government is increasingly seeking to adopt a strategic approach to move from ad-hoc and isolated wastewater solutions to integrated regional planning including basin level water quality modelling, location, timing and phasing of treatment infrastructure, fostering integrated solutions that are financially, socially, economically and environmentally sustainable. This Project needs to align with the Wastewater Risk Abatement Plan framework approach in support of the transition to a sustainable inclusive economy. (WRC 2021).

SCOPE OF WORK

Throughout the life of the Project, other consultants and professional advisors will be providing services to the Client and the Project and the Consultant shall be expected to refer the work product of these other parties where relevant. The Consultant while submitting the proposal agrees to cooperate and coordinate its activities with those other parties (e.g., technical, legal, financial consultants and EPC contractors involved in the Project) to provide support in case of any queries in future and not to interfere with the overall smooth progress of the Project.

Purpose of the ETP

- (i) Determine the Environmental and Social (E&S) baseline conditions at the project's area of influence and ensure baselines are in place to measure targets and indicators as per the

Development Bank Development Results Core Indicators and any other relevant indicators (including for example specialist studies such as topographical, Geotech, biodiversity, water resource management baselines and assessments)

- (ii) Provide a summary assessment of meaningful project options in terms of for example technologies, time frames, geographic sites (noting that much work on this has transpired in the concept and design stage), taking both long term and short-term view: using methods of full cost accounting (not just short-term engineering costs) and ensuring natural capital/ecosystem services costs are included in any economic assessment of any option. The project alternatives to explore and seek an optimal mix of ecological, green and grey infrastructure, nature-based solutions and promote sustainability
- (iii) Assess the E&S risks and seek positive impacts including potential positive impact opportunities that can be incorporated into the project (direct; indirect; short and long term, cumulative; including impacts on vulnerable project affected persons/groups, gender-based violence, climate adaptation and mitigation, biodiversity and ecosystem degradation/restoration) resulting from the construction, operation and decommissioning of the Project, including Associated Facilities
- (iv) identify appropriate/effective/practicable mitigation measures, and ecological infrastructure investments for integration into the project description, develop E&S management and monitoring programs, based on a clearly articulated mitigation hierarchy (avoid/minimize/mitigate/compensate and/or offset)
- (v) in addition to clause iv) above and in addition to any legal requirements identify, assess and generate an EMP/EMS for appropriate/effective/practical biodiversity/gender/climate co-benefit opportunities for inclusion into the project concept, detailed designs and develop E&S management and monitoring programmes of such co-benefit interventions to secure net environmental gains
- (vi) Obtain environmental authorizations and water use licenses as applicable
- (vii) throughout the ETP process, effectively identify and consult with Project Affected Persons (PAP) and their representatives, members of the public, and other key stakeholders in relation to potential project benefits and negative E&S impacts and demonstrate that stakeholder views have been incorporated into the project E&S design.
- (viii) Promote a green value chain in the supply of services or products for project implementation
- (ix) Ensure all DBSA IFC and World Bank relevant safeguards and Environmental Health and Safety good practice guidelines are met at key stages and provide detailed safeguard reports at these key stages.
- (x) Populate baselines of a detailed Development Results Reporting Framework, establish targets and methodologies to report against all pre-agreed indicators and targets
- (xi) Seek opportunities to assess and build institutional capacity amongst key role players to ensure optimal development results
- (xii) Actively promote opportunities through efficiencies in expenditures, energy savings and energy generation, reuse of wastewater effluent, nutrient recovery, and beneficial use of biosolids (sludge treated to adequate standards), etc.
- (xiii) Provide a clear understanding of needed institutional arrangements to meet emerging new policies, standards and regulatory frameworks to promote investments in wastewater and resource recovery that at the same time ensure sustainable outcomes. Sharing lessons learnt and helping to build capacity of key role players is important.
- (xiv) Actively promote climate adaptation and ecosystem positive impact potential and alignment with the municipality climate change existing and emerging strategies and action plans

- (xv) Ensure the ETP activities promote the transformation of greening finance. The consultant is expected to work closely with technical and financial stakeholders to support sustainable finance concepts by applying green taxonomy definitions (currently being developed by National Treasury and DBSA), drafting TOR for phase 3 Integrated Environmental Management Service Providers, and sharing lessons learnt.

Detailed Scope of Work

The scope of work includes two phases:

***Phase 1** is the Scoping Report Revision, the ESIA, ESMP and related water use licensing up to the point of the Special Purpose Vehicle (private party) being appointed.*

***Phase 2** is the detailed ESMP and ESMS that will be undertaken together with the detailed design phase. The bidder is requested to separate out these two phases in its technical and pricing. The commencement of Phase 2 contract is subject to the Project Steering Committee approval.*

The key steps involved include:

- **Review and augment the existing E&S Screening and Scoping Report /Feasibility Report** and undertake a review of available primary and secondary data, to focus on key issues/impacts.
- **A Comprehensive detailed Safeguard Standards Assessment** (IFC and DBSA aligned) involving detailed reviews and gap analysis and commitment plan (Environmental and Social Framework to address gaps, new identified risks and opportunities) with funder and municipality inputs and to funder/municipality satisfaction – this Safeguard Gap Analysis document will be updated **at 3 key milestones** (Screening/Scoping Report Review, ESIA/ESMP Draft Review, and at the Funder Project Investment Appraisal/negotiations and Conditions Precedent Review). Funder requirements include meeting DBSA/IFC safeguard standards, IFC international good practice guidelines such as the Environmental and Social Industry Sector Guidelines, IFC/GCF/WB climate adaptation and mitigation guidelines, SDG indicators, UNEP biodiversity guidelines and GCF/GEF/UN Gender marker and mainstreaming guidelines. The DBSA Development Results Framework (DRF) in Appendix C will help to identify core indicators and targets for infrastructure projects to report against the identified project objectives. Appendix D provides guidance to climate change mitigation and adaptation assessment and action plans requirements. The consultant is required to update these to emerging global good practice guidelines.
- **Recommend, establish and subcontract a peer review team** within 2 months of the contract being signed – ensuring key relevant parties through the Steering Committee have been provided with an opportunity to recommend specialists and or approve the consultants suggested (at least 2 specialists involved in nature solutioning, sludge reuse and safeguard assessments). The peer review team will review draft documents and provide written reviews and report directly to the Steering Committee Members at key milestone meetings (assume a maximum of 4 meetings and 4 peer review reports (at draft Scoping, ESIA, ESMP, ESMS stage and assuming not more than 6 days of time). The bidder should include the costs of the Peer Review team in their fees, as they will be subcontracted to them.
- The ESIA is to include the assessment requirements needed for a **Water Use License Application** (WULA). The WULA is to be submitted to the Department of Water and Sanitation (DWS) and the CWDP application to the Department of Environment Fisheries

and Forestry (DEFF) as required and (should it prove to be necessary) a Coastal Waters Discharge Permit (CWDP) application. The ETP will support the municipality with the process and documentation of reiterations necessary until all authorizations and licenses are obtained as applicable.

- **Relevant Town and Development Planning submission documentation** towards achieving development approvals.
 - **Engagement is to be maintained with relevant key parties** including key NGOs active in the area, authorities until the WULA and the CWDP and environmental authorizations are issued. Engagement and presentations to funders are also a requirement particularly at key milestones involving presentations of draft reports and during the funder project appraisal, negotiation and financial closure stages/ up to conditions precedents being met. This will require the consultant undertake a **Stakeholder Assessment and Plan**. This includes the design, carrying out, and documentation of the public/stakeholder consultations and engagement throughout the ESIA process. This will lead to preparation of: (i) the project's grievance redress mechanisms and channels (Assist to establish the **Grievance Mechanism** for the Project together with DBSA IFC and the Municipality); and (ii) a project **Stakeholder Engagement Plan (SEP)**, annexed to the ESIA main report. Men, women, and vulnerable groups/persons should be included in the stakeholder identification and analysis. This will ensure the impacts and mitigation measures are properly consulted with affected communities and any received feedback incorporated into the design, mitigation and management measures. Issues related to assessing and addressing any potential gender-based violence will be given attention. The UN marker system for Gender mainstreaming will be used to promote gender equity.
- Provide a specialized team of independent experts required to undertake the **ESIA/ESMP/ESMS** study.
- Establish grievance mechanism disclosure.
- Review all available existing information on **environmental and social and institutional capacity** baseline conditions and potential impacts related to the Project, and ancillary and associated facilities, and ecosystems serving the water supply to the municipality and identify gaps.
- **Review, analyse and provide the policy, legal, and administrative framework** for this Project as part of the ESIA report. The consultant is expected to undertake desk top research **key strategic studies or plans** that impact the area and review these (such as documents available on national and provincial government department websites including the South African Biodiversity Institute (SANBI), Water Resource Commission (WRC) and Department of Forestry Fisheries and Environment (DFFE), Council for Scientific and Industrial Research (CSIR) and peer reviewed research work on climate change and ensure a strategic perspective on the project is provided for in the ESIA and ESMP and ESMS
- **Clearly define the project's area of influence, including ancillary and supporting facilities** that are part of the project, and the area of influence related to Associated Facilities.
- **Design E&S relevant field based social and environmental baseline studies** including to address metric requirements.
- **Conduct site visits**, with the team of specialized experts, and provide appropriate baseline studies/metrics for impact assessments, covering the whole spectrum of analysis and modelling relevant to the construction and operation of the Project. Such studies should

also include formal and informal discussions/meetings with local communities, government entities and other key stakeholders, in each project affected area/ influence area (municipality level and district level). Consultations will enable both verification of the information reviewed from existing sources about the Project's social and environmental context, an initial screening of likely environmental and social impacts and sensitivities, and for all relevant stakeholders to be informed about the Project. Any contact or interviews for preparation of baselines or social assessment should be planned and carried out in a culturally appropriate manner, in a language acceptable and used by the communities. Consultations shall be held in the national and/or relevant local language (or with translation) as appropriate and as per safeguard requirements. Efforts will be made to disaggregate gender statistics and to address gender mainstreaming as per international UN gender mainstreaming guidelines including managing the risks of gender-based violence and promoting human rights and empowerment to marginalized/disadvantaged people.

- Based on the above, **prepare an ESIA report** consistent with the applicable national and international Standards (see Section 6). Specialist reports will be required for several reports but must ensure to budget for and include detailed climate change assessments (adaptation and mitigation), project ecological footprint using global good practice guidelines, biodiversity/ecosystem services dependencies and impacts (including use of IBAT IFC tool) and sludge re-use options, etc.) The climate change assessment will require modelling, stress testing and scenario testing to ensure project relevance in the short and long term and to ensure adaptation assessment methodologies and plans align with global cutting-edge practice which will included assessing embedded carbon / carbon footprint assessments, targets and indicators. Monitoring plans must align with IFC/WB methodologies, and SDG goals. Metrics presented must align with the Task Force on Climate Change Disclosure Guidelines and the Task Force on Nature Disclosure.
- **The ESIA should include Environmental and Social Management Plans (ESMPs) and Environmental and Management Systems (EMS) for operational years**, ensuring these are detailed rather than generic documents, and in compliance with the applicable requirements, and global good practice guidelines.

The following specialist assessments and plans are anticipated but not be limited to:

- Geohydrological Assessment
- Topographical Surveys
- Climate Vulnerability Adaptation and Climate Mitigation Assessment and Action Plan
- RAP/LRP
- Social inclusivity Assessment and Action Plan with a focus on gender equity and use of the UN Gender Marker System to ensure benefits to women are optimized where practical from the start of the ETP activities up to a detailed Gender Action Plan and budget being recommended for approval. This includes a gender-based violence assessment and or sexual exploitation and abuse and action plan to address risks identified and to ensure records of all incidents are maintained.
- Holistic Strategic Ecological Infrastructure Approach. Integrated Water Resource Management/Conservation/ Minimization Use and Ecosystem and Biodiversity Assessment, design and associated Action Plans.
- This will include recommendations to meet mitigation and offset legal requirements, promote nature-based solutions as well as provide the details on achieving a net positive

impact/co-benefit for water ecosystems and biodiversity (in part to address dependencies the project has on natural resources upstream or downstream of the project). The details of a biodiversity and water resource management value add intervention will form part of the ESIA report and the ESMP ESMS and the budget will be integrated into the overall project budget. Use will need to be made of relevant natural resource economics accounting and valuation tools such as those referred to in UNEP-FI and the natural capital protocol and related guidelines. The proposed intervention needs to be designed in sufficient detail for relevant approvals of relevant authorities as part of the project ETP process.

- Labour Management and Working Conditions Assessment and Management Plan
- Local Recruitment and Training Assessment and Management Plan
- Occupation Health and Safety Assessment and Management Plan and procedures
- Environmental and Social Governance Assessment (to ensure sustainability of the project investment) which will include Client Management Capacity Assessment, a Management Plan (inclusive of a Capacity Building Plan and ESHS Training Management Plan)
- Transportation Assessment and Management Plan
- Pollution Prevention and Control Assessment and Management Plan
- Hazard/Disaster Risk Assessment and Action Plan.
- Hazardous Material Management Assessment and Management Plan
- Waste Minimization and Resource Efficiency Assessment and Management Plan
- Wastewater Assessment and Management Plan
- Sludge options Assessment and Management Plan
- Restoration and revegetation Assessment and Plan (including Topsoil Management)
- Climate Mitigation Assessment and Management Plan (carbon metrics such as carbon footprint, anticipated carbon savings per year and over project lifetime, carbon emissions per year and over project lifetime also identifying the additional costs and savings that these measures will result in). Guidelines can be found on IFC/WB and IPCC, UNEP and GEF websites on methodologies. Suitable scenario and models need to be applied
- Detailed Climate Vulnerability Adaptation Assessment and Plan (including institutional and other technical measures to reduce vulnerability and build resilience- also identifying the additional costs and savings that these measures will result in) Guidelines can be found on IFC/WB and IPCC, UNEP and GEF websites
- Community Health and Safety Assessment and Management Plan
- Influx Assessment and Management Plan
- Security Risk Assessment and Management Plan
- Land Acquisition, Resettlement Assessment and Action Plan, or Livelihoods Restoration Plan
- Gender including Gender Based Violence (GBV) Action Plan (GEF and UNEP, DBSA guidelines apply)
- Cultural Heritage Protection Assessment and Management Plan as and if applicable
- Emergency Preparedness and Response Assessment and Plan (EPRP)
- E&S Contractor Management Framework
- Detailed Terms of Reference for environmental and social IEM post ESIA authorization, for greening procurement supply chain and for encouraging all contractors to refine and develop and align their own environmental management policy to sustainable good practices
- Cumulative Impact Assessment and Management Program

- Design and implement the Development Results Framework aligned to global good practice and in consultation with DBSA based on DBSA core indicators list. This will include a comprehensive set of Environmental and Social Targets and baselines and a Monitoring Program for Key Performance Indicators (KPI).
- A Project Summary and Case Study/Lessons Learnt Report once environmental authorization is achieved to illustrate how strategic environmental objectives/co-benefits were identified and addressed. The purpose of this is to inspire and assist other projects to achieve similar and or improved methods for addressing ecosystem restoration and climate adaptation in WWTW projects. This case study to be written form for publication, 10 power point slides for webinar use and 10 high resolution info graphics/illustrations/photos to depict what is different about this approach to business-as-usual approaches. These case studies and their materials will be available as base material for re-use by the municipality, DBSA and others on a need be basis without the need to seek permission or provide reference to any consultancy when using the materials.

Issue all disclosure documents in English for web disclosure and hard copy distribution to the public (add any detail of distribution requirements including additional local language of summary reports if required by safeguard standards).

The Consultant shall always comply with the relevant national and international data protection law and regulations.

STANDARDS AND GUIDELINES

National

- Applicable local and national Environmental and Social laws, regulations and standards.

International standards and guidelines

- IFC/World Bank Performance Standards
- DBSA Safeguard Standards
- WBG General EHS Guidelines EHS
- Water and Sanitation WBG EHS guidelines
- All ILO conventions signed and ratified by the country(es), all ILO conventions covering core labour standards and all ILO conventions covering the basic terms and conditions of employment
- All relevant international agreements including Paris Agreement and including emerging Global Biodiversity Agreement related to the Convention on Biological Diversity.
- International Financial Institution (IFI) Framework for a Harmonized Approach to Greenhouse Gas Accounting

Good practice guidance

- Good International Industry Practice (GIIP)
- Good Practice Handbook on Cumulative Impact Assessment and Management: Guidance for the Private Sector in Emerging Markets
- Stakeholder Engagement: A Good Practice Handbook for Companies doing Business in Emerging Markets
- GPN on Contractor E&S Management

- IFC's Use of Security Forces: Assessing and Managing Risks and Impacts
- UN Voluntary Principles on Security and Human Rights
- Good Practice Note: Managing Risks Associated with Modern Slavery
- UNEP – Natural Capital Protocol and related documents
- EWT Biodiversity Protocol and Business for Biodiversity guidelines, emerging work from the Task Force for Nature Disclosure (toolkit)
- WWF Water Risk Filter
- Full cost accounting guidelines UNEP or any other to ensure all externalities are internalized
- UNEP and GEF guidelines on Gender Mainstreaming including addressing Gender-Based Violence and Harassment: Emerging Good Practice for the Private Sector
- Task Force on Climate Change Disclosure and Task Force for Nature Disclosure guidelines for carbon metrics and materiality assessments
- CSIR Green book
- King Commission

DELIVERABLES

Task 1 – Inception Report and Scoping Report Review

Activity 1 – Project Familiarization

Deliverables

1. Inception Report following an introductory meeting with Client Team and Project Steering Committee (PSC) members (virtual meeting or in person)

Activity 2 – Review of Screening and Scoping Report, existing specialist reports and Feasibility Study, Safeguard Gap Analysis and Augmented Report

Deliverables

1. Subcontract TOR and letter of appointment of Peer Review Panel with key interested parties and PSC inputs and providing the PSC members with an opportunity to veto the identified consultants
2. An Augmented ESSR summarizing findings of preliminary meetings and preliminary field work providing details of project development (work plan, timelines, milestones, deliverables, etc.)
Ensuring the ESSR includes:
 - Review of existing project documentation especially the Feasibility report and Safeguards Assessment against DBSA/IFC Safeguard Standards/Project Sustainability Objectives/Legal Requirements/ Gap Analysis and the development of an Environmental Framework Plan to plug gaps
 - Site Survey Priority List, as an output from the desk-based review.
 - GIS map of the project area of direct and indirect impact and natural resource dependencies.
 - Summary of a desktop review of: global good practice case studies of integrated approaches to ecological infrastructure, wastewater systems and wastewater reuse; strategic environmental plans relevant to the project, including climate change studies; project specific E&S studies that are available; the Project's preliminary layout, sensitive receptors identified through satellite imagery and web searches, topographic or cadastral map if available; relevant summary of DEA/CSIR/SANBI/WRC data bases, relevant policies and guidelines (including climate and biodiversity related reports that could help

direct the project); inputs from stakeholder consultations which is considered an integral part of the scoping review process and is to include people with local knowledge in ecological infrastructure such as NGOs and academic institutions or research institutions.

- The methodology to be used to assess the environmental and social impacts of the Project including the work required for submission for Town Planning approvals and for water use licenses. This document will be included into the ESIA Report as a standalone section. This report shall include the following topics:
- Detail the strategic objectives as specified in this TOR in addition to any other strategic objectives to achieve sustainability and transformation to a sustainable economy
- Analysis of alternatives on key relevant issues including promotion of nature based solutioning, green engineering and resource efficiency
- Approach to stakeholder engagement
- Approach to determining the spatial and temporal study area
- Methodology for assessment of the baseline environmental and social conditions and establishment of a development Results Template aligned with DBSA requirements
- Methodology to assess the potential environmental and social impacts of the Project (including determining significance, development of mitigation measures and application of the mitigation hierarchy, and assessment of residual effects)
- Methodology to assess strategic assessment and the assessment of Cumulative Impacts
- Approach and methodology for integrating nature based solutions and ecological infrastructure concepts into the project design and budget to ensure the project results in meeting biodiversity/ecosystem, climate adaptation and climate mitigation and water resource management strategic objectives (over and above legal EIA approval requirements) noting this may involve action plan outside of the technical engineering sites (for example working in partnership with a municipality or provincial park or national department in a wetland or watershed or priority water resource area). This will require coordination with organisations involved in biodiversity and water resource management such as SANBI (especially the GEF funded project Biodiversity for Water Security Project, WWF and others involved in catchment management)
- Approach for development of an Environmental and Social Management Plan (ESMP) and Environmental and Social Management System (ESMS)
- Approach for Operations and Decommissioning
- Approach to assure that all the above are aligned with IFC/WB/DBSA E&S Safeguard/Standard requirements and related environmental and social industry good practice guidelines, such as Climate Assessment and mitigation and adaptation guidelines and the Task Force on Climate Change Disclosure Guidelines and the Task Force for Nature Disclosure Guidelines and Ecological and Carbon Footprint metrics
- Approach to ensure environmental, technical, social institutional, governance, economic co-benefits have a baseline against which indicators and targets can be monitored, measured, and reported against throughout the project life cycle. (Using global good practice methodologies)
- Approach to ensure Stakeholder engagement, grievance mechanism and lessons learnt are addressed
- Approach to ensure a case study in written and in power point, together with relevant material photos in high resolution, info graphics, development results reporting is made available to the funders to funder satisfaction

- Detailed Safeguard Review
- Development Results Framework

3. Activity 3 - Peer Review Consultant Report attached

The Consultant is also expected to provide for a peer review consultant and for this consultant to provide a review and a presentation at Draft Report stage to a Report Back Meeting the Client's Project team and Steering Committee held in video-conference call or in person. At least attend a maximum of 4 meetings (digital or physical- assume at least one is physical in the municipality) and conduct 4 reviews of the following draft reports: Scoping; ESIA, ESMP/ESMS and Feasibility Report Review.

Task 2 – ESIA Preparation

Activity 4 – Regulatory Review

Deliverable

1. **The Consultant will deliver the Policy, Legal, and Administrative Assessment and Potential Partnership Plan to achieve a net positive biodiversity impact.** This document will be included into the ESIA Report as a standalone section. As a minimum it will comprise of:
 - Detailed review of the environment, health, safety, and social regulatory framework that governs the development of the Project from concept to operations including the identification of the relevant listed activities contained in the South African EIA Regulations (2014 as amended) that would be triggered by the project
 - Detailed review of laws, regulations, national guidelines, standards, international treaties and conventions and emerging international agreements related to environment, climate, biodiversity, and water resource management, of which South Africa is a signatory to and or may become one, which is relevant to the Project directly or indirectly. A clear requirement from the Project must be enumerated for each relevant piece of legislation
 - Detailed review of the relevant country regulations, environmental permit process and relevant institutional set-up (entities involved in environmental management in country)
 - Detailed review of the IFC's and DBSA's E&S requirements as identified in scoping process including the ones that would be triggered for the Project and necessary requirements that must be taken care of during Project development
 - A Detailed review of Partner Initiatives the project could link with to achieve environmental and climate strategic objectives and attain net positive environmental and climate co-benefits.

Activity 5 – Project Description

Deliverable

1. **The Consultant will produce a Project description report** which, as a minimum
 - Describes the proposed project and its geographic, ecological, social, health and temporal context, including any ancillary infrastructure which would be considered as a project component and any Associated Facilities. This refers to on-site and off-site infrastructure and utilities that will be required (e.g. transmission lines, sub-station(s), access road

networks, contractor facilities, storage areas, quarries, among others); It will describe how the mitigation hierarchy will apply and environmental offsets and compensation measures will apply with regard to existing South African policy and how the project will conceptually achieve net positive environmental (biodiversity, ecosystem services, climate adaptation, climate mitigation and water resource management) strategic objectives and secure net positive results

- Encompasses facilities and activities by third parties that could impact or be impacted by the project or which effects could accumulate to those from the project (e.g., synergies or antagonistic effects). Includes administrative setup, land use and planned developments within the vicinity of the Project Location, detailed maps / photos showing the project site and area of influence
- Summary of likely activities to take place during the project phases; planning and construction; operation and decommissioning
- Expected timelines for execution of main project development phases
- Summary of workforce management and accommodation strategy
- Obtaining of Authorisation and licensing as per environmental regulatory requirements.

Activity 6 – Analysis of Alternatives

Deliverable

- 1. The Consultant will deliver the Analysis of Alternatives/options report. This document will be included into the ESIA Report as a standalone section (noting options have been addressed quite extensively to date).**

The Consultant will compare reasonable alternatives in terms of their technical, economical as well as a social, environmental and health and safety positive and negative impacts related to use of resources (i.e., water source options and impacts), provisional transmission line route/corridor, etc. This alternatives assessment can be qualitative or semi-quantitative including assigning relevant “weights” to various environmental and social aspects based on their sensitivity to the project context (from the Scoping Report) and to clearly promote short- and long-term sustainable development goals by using clear Sustainable Development Criteria.

The Consultant will provide justifications as to why the final revised proposed Project design which includes the ecological and green infrastructure components is the most optimal solution (or not), considering the following:

- Project site
- Project technology
- Project and contextual E&S risks
- Minimalization of social and environmental short- and long-term costs and minimalization of externalities and promotion of environmental and social SDGs
- Project design and layout and impact on natural resources
- Impact on climate
- Project interface with Associated Facilities
- No Project alternative (what happens if the Project is not developed).

Activity 7 – Environment and Social Baseline Conditions

Deliverable

1. The Consultant will deliver the Environment and Social Baseline Conditions, in compliance with the objectives set out above. This document will be included into the ESIA Report as a standalone section.

The report will:

- identify and assess the constraints related to the preferred Project site and the Associated Facilities, which can be addressed during the Project's design process, execution/construction and operations.
- establish detailed baselines against which address a wide range of key indicators and against which progress can be measured including for institutional, social, economic biodiversity, natural habitat restoration/ecosystem services, climate adaptation, mitigation, water resource management -noting the project aims to achieve net positive co-benefits in all these fields (aligned to DBSA Development Results Template and other Indicator frameworks such as GEF or GCF).
- Geotechnical studies and topographical surveys
- The analysis will explicitly consider the mitigation measures that are considered necessary, including the effect of these measures on the operation of the Project and most importantly the environmental net ecosystem contribution benefits/ ecological infrastructure and ecosystem services as well as a detailed assessment on climate change adaptation and mitigation. Social inclusivity will be dealt with in detail seeking opportunities for gender inclusivity and providing disaggregated metrics for targets setting and monitoring indicators
- Environmental and Social Governance Institutional Assessment and capacity gap analysis
- Refer to **Annexure C** for a set of indicators to be refined and agreed upon with targets specified at this stage (noting this is reiterative and may change as the project process evolves).

Activity 8 – Development of E&S Constraints (Red Flags) Mapping and identification of opportunities for net positive ecological infrastructure investments and climate investments

Deliverable

1. The Consultant will deliver the E&S Constraints and Opportunities Report. This document will be included into the ESIA Report as a standalone section.

Based on the outcomes of the scoping and baseline studies above, constraint analysis mapping should be undertaken, and which will need to be taken into account by the Client and third parties during the design phase of the Project (including in the refinement of the Alternatives Analysis). This constraint analysis could include for example, archaeology and cultural heritage sites within the Project site to be avoided, sensitive receptors which need to be avoided, or require buffer zones, etc.

The report must also identify and outline detailed concepts to achieve net positive environmental benefits (climate adaptation, mitigation, biodiversity, ecosystem services, gender empowerment etc.)

Consultant to present draft report to PSC and Client Team meeting

Activity 9 – Assessment of E&S Impacts

Deliverables

- 1. The Consultant will deliver the draft of the ESIA Report.**
- 2. First Draft Documentation prepared for WULA and related water licenses and approvals including all response documentation to any queries etc.**

The Consultant is also expected to attend a follow-up meeting with the Project Client team and PSC to be held in physical and/or held through a video-conference call) in which the draft of the ESIA Report will be presented and the key findings, impacts and mitigation strategies, and opportunities, highlighted.

The potential impacts of the Project and the Associated Facilities activities during the planning, design, construction, operation and de-commissioning phase on the environment (including biodiversity, ecosystem services, ecosystem dependencies, water quality objectives, water resource management), institutional and governance, social and health and safety aspects of the receptors will be identified. This impact assessment will consider the sensitivity of parameters, nature, magnitude, effect, duration, reversibility, significance, etc., and follow good industry practice and methodologies for the assessment of impacts and significance ratings. It should also consider any legacy environmental and social risks and impacts which the Project may generate (e.g., closure of other Client facilities).

The impacts of climate change on the project as well as the climate adaptation and mitigation impact of the project must be assessed using qualified climate specialists, who can make extensive use of existing available resources (so as not to waste costs of duplicating existing information and models and using their skills to compile a coherent and detailed document and plug essential specific details if and where the need arises). This work must align with global good practice assessments so as to afford the project an opportunity to achieve climate finance benefits and or green or blue bond where possible. The Climate assessment must link to the engineering designs to ensure the project is climate sensitive and climate positive.

The key areas of potential impacts which may be considered are as, but not be limited to, the following:

- Landscape and visual
- Integrated water resource management and biodiversity and livelihoods
- Communal Lands, communal resources and access to resources
- Biodiversity and Ecosystem services (Ecological Infrastructure)
- Estuary and marine ecosystem
- Land use and Waste management
- Flood risks (if applicable)
- Air quality
- Noise
- Water quality
- Archaeology and cultural heritage
- Occupational health and safety
- Community health and safety

- Infrastructure and utilities
- Socio-economics aspects including
 - Land acquisition
 - Economic displacement
 - Aspects related to project-induced migration (cost of living, pressure in social services, crime, etc.)
 - Socio-economic development opportunities (jobs, capacity development, etc.)
- Gender Mainstreaming and social inclusivity (with disaggregated metrics as per UN Guidelines)
- Environmental Management Institutional capacity
- Climate change adaptation and resilience
- Climate change mitigation
- Green Climate Finance Taxonomy classification and budget disaggregation.

ESIA must include the assessment of all the Project's potential impacts on E&S topics identified in Activity 4. This should include those arising from Associated Facilities, and Cumulative Impacts.

Activity 10 – Environmental, Social, Health and Safety Management Plans /Systems for Construction and for Operations and Decommissioning

Deliverables

1. The Consultant will deliver the draft of the ESIA Report.
2. The Consultant is also expected to present the draft ESIA with the Client Team and Steering Committee in which the draft of the ESIA Report will be presented and the key findings, impacts and mitigation strategies, and opportunities, highlighted.
3. The Consultant will develop detailed Environmental, Social, Health and Safety Management Plans ("ESMP" or "ESHS MP") and Management Systems (for operational years) that identify for each impact the mitigation, monitoring and management measures to be taken during the various phases of the project (construction, operations, decommissioning) to avoid, reduce, mitigate, or compensate for adverse environmental, social, and health and safety impacts.

For each identified impact the Consultant will establish:

- A set of mitigation measures that will include feasible measures to prevent significant adverse impacts or reduce them to acceptable levels. Such measures will involve technical requirements, guidelines or procedures and practices to be implemented during design, construction, operation, and decommissioning phase of the Project
- Clear concept and detailed design and action plan and costing for the offset and compensation plan as required by legal systems
- Clear concept and detailed design and action plan and costing as required for ensuring net biodiversity, ecosystem, and climate (adaptation and mitigation) benefits
- Clear detailed concept and detailed design and costing for investment in net positive climate and environmental impacts/co-benefits (these could be in the form of standalone projects alongside the engineering investment provided)
- A set of monitoring requirements that ensure that the identified mitigation measures are considered, implemented properly and are sufficient measures for protecting the

environment and environment resources, local communities, and workers. The monitoring requirements will need to meet DBSA Development Results Framework standards which comprises of a list of about 30 core indicators covering climate, environment, social, economic, and institutional governance, technical and related financial statistics that require to be reported against every 6 months or as applicable (includes carbon emissions, biodiversity impacts through hectares restored, or Environmental DNA sampling or other means, water quality and quantity metrics etc.).

- In addition, as part of the ESMP, the Consultant shall also identify the proposed ESMS structure, as applicable, that will be followed for the project. The ESMS requirements will be included in detail for all the parties involved, including, the Sponsor, EPC and O&M contractor.
- This ESMS shall be aligned with DBSA/IFC requirements and guidelines as well as the principles of ISO 14001 and OSHAS 18001/ISO 450001 and include the necessary Elements, Programs and Management Plans and Procedures to manage the identified Project risks. As part of the ESMS, management plans will be developed in line with the applicable requirements for the key aspects identified in the ESIA such as, but not limited to,: pollution prevention (noise, dust, fuels, hazardous materials), solid and liquid waste, biodiversity and ecosystem services risk management and net positive impact investments, water quality and quantity and water resource management, community health and safety, gender equality, climate adaptation, climate mitigation, occupational health and safety, influx, land compensation and resettlement (if applicable), transportation management, security management, emergency response, labour and supply chain management, and vulnerable people.
- The Consultant will develop an outline management structure which will ensure the implementation of all the required mitigation and/or monitoring activities is achievable. This will include recommended training activities, and any additional management tools, etc.

The Management Plan framework will comply with best practice guidelines, including as applicable, the following:

- Environmental and Social Management System (ESMS) Framework
- Environmental and Social Monitoring Program and KPIs, aligned to DBSA Development Results Framework of about 30 environmental social and economic indicators complete with details on how and when the metrics will be reported to achieve 6 monthly updates to funders
- Labour Management and Working Conditions (including Gender/GBV)
- Local Recruitment and Training Plan
- Occupation Health and Safety Management Plan and Procedures
- ESHS Training Management Plan
- ESG capacity building programme for key stakeholders to ensure parties can manage risks (specify organizational structure, policy, personal, or training)
- Traffic and Transportation Management Plan
- Pollution Prevention and Control Management Plan
- Hazardous Material Management Plan
- Waste Minimization and Resource Efficiency and Conservation Management Plan
- Water Conservation / Minimization Plan
- Wastewater Management Plan,

- Restoration and Vegetation Plan
- Community Health and Safety Management Plan,
- Labour health and safety plan
- Influx Management Plan
- Security Risk Assessment and Management Plan (including Gender/GBV),
- Land Acquisition, Involuntary Resettlement, and Livelihoods Restoration Action Plan,
- Ecosystem and Biodiversity Management Plan
- Climate mitigation Plan
- Climate Adaptation Plan
- Water resource Management Plan
- Integrated Pest Management Plan
- Vulnerable people or community Development Program,
- Cultural Heritage Protection and Management Program,
- Emergency Preparedness and Management Program,
- Contractor E&S Management Plan (including Gender and GBV), and
- Cumulative and Strategic Impact Management.

A detailed and thorough Safeguards Report must indicate how the ESIA and ESMP has met all DBSA /IFC Safeguard requirements – any gaps need to be identified and addressed – where they cannot be addressed these need to be noted and a commitment plan (Environmental and Social Framework Plan) needs to be detailed on how these gaps will be closed.

A peer review report needs to be provided and attached.

Activity 11 – Stakeholder Engagement Plan

Deliverables

- 1. The Consultant will submit the Stakeholder Engagement Plan, along with the Grievance Mechanism in compliance with the applicable requirements. This is a reiterative process, and the Stakeholder Engagement Plan needs to be prepared as early as possible into the process.**

The Consultant will undertake a detailed stakeholder assessment as early in the process as possible and develop a Stakeholder Engagement Plan (“SEP”) as a standalone document in line with the IFC’s and DBSA’s requirements. The SEP should recognize that stakeholder engagement is an ongoing process that involves stakeholder analysis & planning, disclosure and dissemination of information, consultation & participation, grievance mechanism and on-going reporting to affected communities. In line with the requirements of IFC and DBSA), the SEP must be developed and scaled to the Project risks and impacts and opportunities for net environmental and climate co-benefits and be tailored to the characteristics and interests of the Affected Communities and key stakeholders.

The Consultant should build the SEP based on a preliminary scan and then detail the findings based on the environmental and social impact assessment outcomes taking into account local settings. The SEP should be developed to include the following as appropriate to this application

- Identify all Project related stakeholders influenced by the Project to include central governmental entities, local governmental entities, NGOs, local communities and CBOs; academic and research institutions; private sector companies; media organizations; and most important any vulnerable groups if applicable
- Evaluate Project related stakeholders to understand their priorities and relevance to the Project
- Define the Project's approach to stakeholder engagement (post ESIA study, during construction and operations). Priority should be given to identification of engagement mechanisms that are: (i) culturally appropriate, (ii) scaled to the project risks and impacts, (iii) tailored to the characteristics and interests of the stakeholder groups language preferences, and decision-making process
- Identify the objective of undertaking such consultation activities for each stakeholder group
- Identify the phase of involvement of stakeholders. This will include: (i) summary of stakeholder consultations and engagement undertaken as part of the ESIA (scoping process, baseline, impact assessment, mitigation, etc.) and (ii) future engagement post-ESIA phase to be implemented through the project duration to include four distinct phases – planning, construction, operation, and decommissioning
- A detailed grievance/project complaints mechanism that is responsive and facilitates establishing and facilitating the resolution of stakeholders' concerns and grievances.
- Provide for the subcontracting of an independent peer reviewer to provide inputs to all draft reports and documents and to attend key meetings such as steering committee meetings

This SEP should describe the process undertaken for disclosing project information, consulting key stakeholders and, where appropriate, incorporating responses into project design and mitigation. It should also list all key issues raised to date, who raised them (unless anonymous/confidential), and responses provided, as well as the dates and times of meetings held, details of how meetings were advertised, methods of info dissemination etc. (e.g., radio, TV, newspaper adverts, public meetings, small meetings / focus groups, key informant discussions). It should establish a Grievance Mechanism to record, evaluate, and address complaints or issues raised by stakeholders and to provide feedback to ESMS.

Activity 12 – Non-Technical Summary

Deliverables

- 1. The Consultant will submit the Non-Technical Summary. The NTS will be provided in English and if safeguards require, in isiZulu. Considerations should be given to translating the Non-Technical Summary to the local language.**

The Consultant shall prepare a Non-Technical Summary ("NTS") report, which concisely discusses meaningful information on the project, its environmental and social footprint and impacts, significant findings, and recommended actions in easily understandable (non-technical) language. The section will include a summary of the ESIA undertaken (project description, baselines, impact analysis and mitigation measures for the environmental, social and health and safety negative and positive impacts) and a summary of the stakeholder engagement process

The Executive Summary will include a DRT summary report and a clear summary of how the project proposed designs met the project objectives

Task 3 – Final ESIA/WULA/Town Planning Documentation Prepared

Activity 13 – preparation of final documentation

Deliverables

1. Documentation prepared for WULA and related water licenses and approvals including all response documentation to any queries etc
2. Town planning related documentation prepared, submitted and or queries and responses completed
3. The consultant will submit the ESIA Report in line with the above requirements. The ESIA Report will be submitted in English
4. The Consultant will assist the Client to have the final revised and approved document publicly disclosed.
5. Non-Technical Summary in English and isiZulu is to be presented as separate reports. The Non-Technical Summary will need to be distributed in the Project affected areas in a manner in keeping with the local situation and ensuring access to vulnerable groups and suitable language.
6. A case study material (including power point presentation, photos and infographics of high quality for publishing and public presentations) spelling out lessons learnt.
7. Draft Detailed Terms of Reference for comprehensive Integrated Environmental Management Services going forward – i.e., Phase 3 involving any further refinements of project detailed design and implementation arrangements. The TOR will include a potential anticipated budget for key components.
8. A financial summary of finance/budget (as a % and as an actual amount in Rands) of the total project cost to the following as per National Treasury available taxonomy
 - Conventional standard engineering construction costs
 - Alternative green engineering solutions as opposed to standard business as usual approaches (this will require to be explained using clear baselines and clear assumptions made)
 - Nature based solutions, such as investment in ecosystems upstream or downstream to secure more water in the catchment
 - Climate Adaptation
 - Climate Mitigation
 - Biodiversity/ Ecosystem offsets and compensation measures
 - Biodiversity/Ecosystem co-benefits over and above the offsets and compensation measures
 - The Service Provider and Peer Reviewer are expected to attend a meeting with the Client team and PSC to present comments received, a comprehensive process of quality control and document review shall be carried out.
 - Peer review report attached

The ESIA report shall be organized according to the outline below:

- Executive Summary (with some maps and photos)
- Description of the proposed Project
- Policy, legal and institutional framework for the ESIA

- Analysis of Alternatives approaches for environment and social impacts, including the no Project scenario
- Baseline of the environment and social conditions including Geotech and topographical survey
- Identification and evaluation of environmental and social impacts
- Cumulative and Strategic Impacts
- Environmental and Social Management Plan (ESMP), including in tabular form outlining the impacts, mitigation, implementing agent, monitoring, and implementation schedule, and proposed team structure and capacity – specific attention will be given to articulating the offsets and compensation measures for social and for environmental losses (internalizing any externalities into project costs and design and actions) as well as any measures to secure and ensure the project will result in net environmental benefits (over and above those required by law). Also paying attention to capacity of relevant parties to ensure risk mitigation and to promote positive impacts and possibly citizen engagement during operations.
- Stakeholder Assessment and Engagement Plan (SEP), in which the public consultation and participation process on ESIA scope, findings and recommendations will be described in detail, including grievance mechanism (for example paying attention to potential role of citizen groups and citizen science in monitoring water quality of river system in operational years)
- List of References
- Appendices
- Records and evidence of Public Consultation
- Data and Unpublished Reference Documents

Task 4 – Responses as required and follow ups with authorities

Activity 14 – Submit all ESIA/WULA/ Town Planning Documentation to the relevant authorities

Activity 15 - Responses as required and follow ups with authorities to obtain relevant licences and authorisations as relevant under water use and environmental legislation

Task 5 – Case Studies and sharing lessons learnt

Activity 16 – Compiling case studies

Activity 17 – Sharing of lessons learnt

DURATION /SCHEDULE

Upon successful appointment, the consultant shall be expected to immediately commence work as per the instructions set out in these terms of reference. It is expected that the tasks associated with this assignment should be completed within a period of 18 months.

The anticipated schedule for the ESIA is as follows:

| TASK | ACTIVITY | DELIVERABLE | PROPOSED DATE |
|------|----------|---|------------------|
| 1 | 1 | Inception report and Review of ESSR | 1.5 month |
| 2 | 1 | Policy, Legal, and Administrative Framework | 6 months |
| 2 | 2 | Project Description | |
| 2 | 3 | Analysis of Alternatives | |
| 2 | 4 | Environment and Social Baseline Conditions | |
| 2 | 5 | E&S Constraints Report | |
| 2 | 6 | Draft of ESIA Report, draft WULA and Town Planning documentation completed for submission follow-up meeting | |
| 2 | 8 | Resettlement Action Plan (if applicable) as part of the ESHS Management Plans | 2 months |
| 2 | 8 | Environmental, Social, Health and Safety Management Plans | 9 months |
| 2 | 8 | Stakeholder Engagement Plan | |
| 2 | 9 | Non-Technical Summary | |
| 3 | 10 | Final ESIA, final meeting | |
| 4 | 11 | Submit all ESIA/WULA/ Town Planning Documentation to the relevant authorities | 0.5 months |
| 4 | 12 | Responses as required and follow ups with authorities | Can't anticipate |
| 5 | 13 | Compiling case studies | 1.5 months |
| 5 | 14 | Sharing of lessons learnt | 0.5 months |

9 STAFFING AND KEY PERSONNEL

The ESIA shall be prepared by an independent Consultant that has no conflict of interest with the Project. The Consultant is expected to appoint a team of specialists that will carry out the necessary investigations to gather, review and compile all relevant data and to consult with stakeholders. The Consultant shall provide and maintain all key experts throughout the assignment; any changes are subject to prior approvals by the Client. The Consultant's team is expected to have experts who

are familiar with South Africa and have the appropriate language skills and should include local experts wherever possible.

It is expected that the Consultant will undertake field work for all the relevant specialist studies. In addition, collection of baseline data and surveys will be undertaken to enable a robust assessment appropriate to the nature and scale of the Project. The spatial and temporal extent of the baseline surveys will be determined through professional judgment and industry best practice. Data will be relevant to inform decisions about project location, design, construction, operation, and mitigation measures. This section will indicate the accuracy, reliability, and data sources. Baseline information will be supported with figures and maps where possible.

The Consultant's team is expected to include the following core staff:

- Project Director: a consultant with experience in undertaking ESIA's to IFC's/ DBSA Standards, with excellent communication skills and minimum 15 years of professional experience.
- Environmental Specialists: with experience in the wastewater treatment industry and delivering ESIA's against international standards and best practice guidelines, and minimum 10 years of professional experience.
- Social Specialist: with minimum 10 years' experience in management of labor, community health and safety, land acquisition, livelihood restoration issues, design and implementation of stakeholder engagement and community development plans, conflict resolution and community relations issues with indigenous peoples, if applicable.
- Occupational Health and Safety Specialist – with experience in the industry and delivering ESIA's against international standards and best practices, and a minimum 10 years of professional experience. This could be the same person as the social specialist
- Ecosystem's specialist – with experience in working with offsets proposals and nature based inclusive solutions
- Climate adaptation/community-based project specialist familiar with designing assessments and action plans to global good practice standards
- Safeguard's specialists

The skills required from each of the specialists listed above should include:

- Degree level qualification in the relevant discipline
- Professional registration where applicable (proof of registration to be provided)
- Demonstrable experience on projects of a similar nature to this assignment.






























ANNEXURE 1 of PART E – OF THE SCOPE OF WORK

EXISTING DOCUMENTATION

1. Topographical Survey with Geotechnical Investigations contingent to Pipeline routing.
2. Latest project status report
3. Cadastral Survey from the surveyor

The following documentation is available on file for the preferred bidder.

My files > uMhlathuze - Documents for DD

|  | Name ▾ | Modified ▾ | Modified By ▾ | File size ▾ | Sharing |
|---|--|-------------------|-----------------|-------------|--|
|  | Sheets | Monday at 4:38 AM | Rajeev Sooklall | 9 items |  Shared |
|  | 32648 - Final Report - CoU Waste Water Re... | Monday at 4:34 AM | Rajeev Sooklall | 11.7 MB |  Shared |
|  | Appointment letter Escongweni BPH Eng Te... | Monday at 4:34 AM | Rajeev Sooklall | 301 KB |  Shared |
|  | CoU Proposal - Addendum 1 - rev 04.pdf | Monday at 4:35 AM | Rajeev Sooklall | 784 KB |  Shared |
|  | ESCBPH Richardsbay Cadastral Keyplan REV... | Monday at 4:37 AM | Rajeev Sooklall | 6.51 MB |  Shared |
|  | Letter from SANRAL no objection (PPP Proj... | Monday at 4:37 AM | Rajeev Sooklall | 287 KB |  Shared |
|  | Project Status Report # 18.docx | Monday at 4:37 AM | Rajeev Sooklall | 560 KB |  Shared |
|  | Project Status Report # 19.pdf | Monday at 4:34 AM | Rajeev Sooklall | 438 KB |  Shared |
|  | Signed Approved Proposal Escongweni WU... | Monday at 4:32 AM | Rajeev Sooklall | 843 KB |  Shared |
|  | Signed letter to DBSA Confirming Participat... | Monday at 4:33 AM | Rajeev Sooklall | 77.4 KB |  Shared |
|  | SKMBT_C224e19031113300.pdf | Monday at 4:33 AM | Rajeev Sooklall | 18.0 MB |  Shared |
|  | SLA - 821UMH338-1819(9OF49) ESCONGW... | Monday at 4:33 AM | Rajeev Sooklall | 21.9 MB |  Shared |
|  | Swandsd226 21030209541.pdf | Monday at 4:37 AM | Rajeev Sooklall | 111 KB |  Shared |
|  | Umhlathuze-WaterWorks-Background-Infor... | Monday at 4:34 AM | Rajeev Sooklall | 587 KB |  Shared |

ANNEXURE 2 of PART E: ESIA GUIDELINES

SOME OF THE ISSUES REQUIRING TO BE ADDRESSED DURING THE ESIA INCLUDE:

- Pipeline routes, this is a critical aspect that needs to be addressed prior to submission of the environmental reports as the location of the activities is important for the EIA processes. Much work has been undertaken on this during the concept design phase.
- Engagement with affected property owners and conservation authorities such as Ezemvulo.
- Resettlement Action Plan – see paragraph below on land acquisition
- Ensuring alignment of clear SDG targets and indicators for metrics for financial institutions as per DBSA Development Results Framework requirements
- Gender mainstreaming – DBSA marker system
- Biodiversity positive value add
- Climate metrics

WULA issues 2021

- The ToRs for the Hydropedology Study and the Nocturnal Survey were forwarded to the municipality at the beginning of March 2020. Confirmation to proceed with the work was received on 23 March 2020.
- The key issue to finalise WULA documentation includes the finalisation of pipeline routes and some design information for the Plant.
- The Integrated Waste-Water Management Plan (IWWMP), which forms part of ESIA/EMSP is a supporting document to the WUL Application, is to be amended as per the comments made by DWS until licencing is achieved
- All future submissions to the Authorities must be vetted by the municipality and reviewed by DBSA prior to submission.

Town Planning

- The Town Planning Motivation Report needs to be supported by Specialist information that remains outstanding. This includes the SDP and the Bulk Services Assessment, which all form part of the out-of-scope work in the Addendum awaiting approval.
- The draft Site Development Plan (indicating parking areas and building lines as per the town planning requirements) is expected to be completed within three weeks after the Addendum is approved.
- The title deeds of the properties affected by pipelines will be requested once the Addendum has been approved. Once all titles deeds are received, the conditions of each title deed will be assessed for any restrictive conditions.
- The motivation for the Eskom-owned Right of Way servitude for access to the site and other property servitudes will be included in one town planning application as a combined planning application.
- The draft town planning motivation for comment by the Municipality can only be submitted once all requirements mentioned above have been fulfilled including the availability of the acceptance of the Environmental Impact Assessment Report.

Land Acquisition

In terms of properties affected by pipelines, the following actions are outstanding under Land Acquisition:

- SG Diagrams to be prepared for all affected properties
- Resettlement Action Plan
- Land-owner consents for proposed servitudes etc.
- Assessment of Title deeds of affected properties
- Servitude agreements with property owners to be negotiated
- Wayleave applications to be lodged with servitude/property owners
- Conveyancing for amendment at Deeds Office etc.
- The critical issues that need to be addressed urgently include:
- Many of the land acquisition tasks in terms of pipeline routing are contingent on the determination of final pipe routes.
- Mondi and the municipality need to expedite the sale of the Plant Site. Milestones to be agreed and confirmed by the municipality.

Geotechnical

- Geotechnical investigations along proposed pipeline routes are on hold pending the finalization of proposed pipeline routes.
- It is noted that the accuracy of existing services along proposed pipeline routes need to be verified by the municipality prior to the geotechnical investigations.

Survey

- remaining deliverables contingent on final pipeline/property information along pipeline routes.

Traffic Impact Assessment TIA

- Draft of the TIA was submitted to the municipality on 21 February 2020. It was also issued to the TA team for review on 11 March 2020; feedback awaited.
- Approvals from other authorities (KZN DoT and SANRAL) have been sought, awaiting feedback-engagement with KZN DoT, however DoT confirmed receiving the application and due to COVID 19 – there is delay DoT approvals
- ESIA needs to complete this and follow up as detailed designs are finalized

ESMP and ESMS

- The ESMP and ESMS will be phased – with a detailed ESMP submitted with ESIA and a follow up more specific detailed ESMP/ESMS being provided during the detailed design phase. These also need to align with safeguard requirements to ensure project feasibilities meet bankability requirements at relevant stages of project design and financial institution involvements. The consultant will undertake the detailed ESMP and ESMS as appropriate once private party is appointed to do design and construction.

Annexure A

Fees and Assumptions

This Annexure must be in folder 2 of your submission.

Please see **Annexure A** on the separate attachment titled **“RFP338/2022: Annexure A: Fees and Assumptions”**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

3. Full details of directors / trustees / members / shareholders.

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

4. DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

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

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

.....
Signature Date

.....
Position Name of bidder

RESTRICTED SUPPLIERS

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

Annexure D

Bidders are required to include, as Annexure F to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure E

Bidders are required, as annexure G to their Bids, to submit certified copies of the latest share certificates of all relevant companies

Annexure F

Bidders which submit Bids as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure H, a breakdown of how the percentage (%) fees and work will be split between the various people or entities which constitute the Bidder.

Annexure G

Bidders are required to include, as Annexure I to their Bids, supporting documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

Annexure H

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (*Tick applicable box*) below:

| Item | YES | NO |
|---|-----|----|
| Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury? | | |

Annexure I

Tax Compliant Status and CSD Registration Requirements

ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

CSD Registration Number:



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

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Email : dbsa@whistleblowing.co.za
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SMS : 33490