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**REQUEST FOR PROPOSAL FOR APPOINTMENT OF A PROFESSIONAL SERVICE
PROVIDER
RFP NO: 69/2021/PMID/PSP/RFB
CONSULTING SERVICES FOR THE INSPECTION, REPAIR OF THE DELIVERY TUNNEL
NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT**

<i>Bid Number:</i>	69/2021/PMID/PSP/RFB
<i>Briefing Session:</i>	Compulsory
<i>Briefing Session Date and Time:</i>	15 June 2022 at 10:00
<i>Briefing Session Venue:</i>	Online: Microsoft Teams NB: Bidders must send an e-mail indicating their company name, contact person, telephone number and email address of their company representatives to tenders04@tcta.co.za to preregister and receive a Microsoft Teams invite.
<i>Clarifications Deadline:</i>	24 June 2022
<i>Closing Date and Time:</i>	30 June 2022 at 12H00
<i>Bid Validity Period:</i>	175 Calendar days
<i>Bid Submission Physical Address:</i>	<i>Bid Submissions must be sent to:</i> <i>Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, RFB No: 69/2021/PMID/PSP/RFB on or before the closing date and time:</i> <i>The Receiving Officer</i> <i>265 West Avenue</i> <i>Ground Floor</i> <i>Tuinhof Building</i> <i>Stinkhout Wing</i> <i>Centurion</i>
<i>Enquiries:</i>	<i>Name: Colbert Makhubele</i> <i>Email Address: tenders04@tcta.co.za</i>
<i>Bid Submission</i>	<i>Envelope A: Technical Proposal</i> <i>1 x Original hardcopy</i> <i>1 x Duplicate hardcopy</i> <i>1 x Electronic copy of all documents (USB flash disk)</i> <i>Envelope B: Financial Proposal</i> <i>1 x Original hardcopy</i> <i>1 x Duplicate hardcopy</i> <i>1 x Electronic copy (USB flash disk)</i>

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ATTACHMENT

- 1 HEALTH AND SAFETY SPECIFICATIONS
- 2 ENVIRONMENTAL POLICY
- 3 DETAILED SIZES ARRANGEMENT AND WATER WAYS
- 4 DTN 2019 SHUTDOWN STATUS SUMMARY REPORT

1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

RD	A requesting department withing TCTA or its representative
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
LHWP 1	Lesotho Highlands Water Project Phase 1
DTN	Delivery Tunnel North
DTS	Delivery Tunnel South
HGL	Hydraulic Grade Line
TCTA	Trans-Caledon Tunnel Authority
LHDA	Lesotho Highland Development Authority
DWS	Department of Water and Sanitation
ISO	International Standards Organization
ASTM	American Society for testing and Materials International
DIN	German Standards
AFNOR	French National Organization for Standards
IEC	International Electrical and Electronics Standards
AWS	International Water Stewardship Standards
ASME	American Society of Mechanical Engineers

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA;
- 2.2. In order for a Bid Submission to be acceptable, it must:
 - 2.1.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;
 - 2.1.2. Clearly reflect the Bid description and bid number on the outer packaging;
 - 2.1.3. Contain a firm and unconditional price; and
 - 2.1.4. Contain all signed and completed Annexures.
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions in section 11 of the Conditions of Bid.
- 2.4. This Bid has 6 stages of evaluation summarized in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

2.5. The tenderer is required to complete in full the Returnable Schedule and Pricing Schedules and attach all relevant documents in order for their tender to be responsive. Original and one (1) copy of the tender documents shall be duly completed and signed, shall be submitted as follows:

- a) The original tender proposal, together with the covering letter and any supporting documents, shall be saved on an unencrypted USB in PDF Format. The USB must be placed in a sealed envelope. The envelope endorsed:

“ENVELOPE A **TECHNICAL** PROPOSAL: **ORIGINAL** Contract NO 69/2021/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

“ENVELOPE A **TECHNICAL** PROPOSAL: **COPY** Contract NO 69/2021/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

- b) The original tender proposal, together with the covering letter and any supporting documents, shall be saved on an unencrypted USB in PDF Format. The USB must be placed in an envelope and be sealed. The envelope endorsed:

“ENVELOPE B **FINANCIAL** PROPOSAL: **ORIGINAL** Contract NO 69/2021/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

“ENVELOPE B **FINANCIAL** PROPOSAL: **COPY** Contract NO 69/2021/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

- c) The tender offer shall be made by the tenderer completing and submitting the Schedule of Returnable documents and Schedules, including:
- (a) Any other documents prepared by the Tenderer to supplement the required returnable documents and schedules.
 - (b) Copies of and receipt slips for Addenda.

No other documents shall be submitted by the Tenderer unless they are directly related

to the requirements for the relevant returnable documents and schedules, in particular that no company brochures or promotional materials are to be submitted with the tender offer.

The TCTA's address for delivery of tender offers and identification details to be shown on each tender offer package areas specified in the tender notice. If the envelopes are not sealed and marked as instructed, then TCTA will assume no responsibility for the misplacement of any contents of the submission.

Telephonic, telegraphic, telex, facsimile, electronic or emailed tenders will be not be accepted.

3. BACKGROUND

The planned 2024 five yearly outage, as indicated in the client's indicative program, is intended to facilitate inspection and repairs of the Delivery Tunnel North, Ash River Outfall and Ash River. The required services to facilitate this inspection is summarised as follows:

- Inspection, condition assessment, recommend repairs and reporting on Delivery Tunnel North (DTN), Ash River Outfall and Ash River components that can only be accessed when the system is dewatered.
- Technical advisory support to TCTA by participating in TCTA/LHDA/DWS co-ordination and technical meetings (On site or virtual meetings), co-ordinate tunnel dewatering and tunnel filling with the LHDA, and calculate Hydraulic Grade Line and future performance of the Delivery Tunnel from Muela intake to the Ash River Outfall.
- In addition to meeting the requirements of the Operation and Maintenance Manual plans, the proposed outage will also be used to address the critical repairs identified in the 2019 inspection.
 - Steel liners and dewatering shaft piping rehabilitation.
 - Recommend repairs works along the Ash River to be implemented.

The intention for this request is to procure the Services of the Professional Consultant who will enable achievement of the outlined objectives.

The shutdown will be based on the FIDIC conditions of contract.

4. SCOPE OF SERVICES

4.1. BACKGROUND

The Lesotho Highlands Water Project Phase 1 (LHWP1) is the largest bi-national infrastructure project between Lesotho and South Africa. It involves an intricate 130 km network of tunnels and dams to divert water from the Maluti Mountains in Lesotho to the Gauteng region of South Africa. TCTA is responsible for the 22 km Delivery Tunnel North (DTN), the portion of the LHWP1 infrastructure situated in South Africa.

The Lesotho Highlands Water Project was commissioned in January 1998 and has operated on a continuous basis for the last 23 years. The tunnel system operations and maintenance manuals require that inspections and maintenance of the tunnels be done at intervals not shorter than 5 years and not generally exceeding 10 years.

4.2. PROJECT SITE DESCRIPTION

The primary components of LHWP1 that will be affected by this Scope of Services as highlighted in green, in figure 1 of the simplified block diagram of LHWP1. The scope of this project is restricted to the inspection and repairs of the Delivery Tunnel North, Ash River Outfall and Ash River up to the Saulspoort Dam, detailed as:

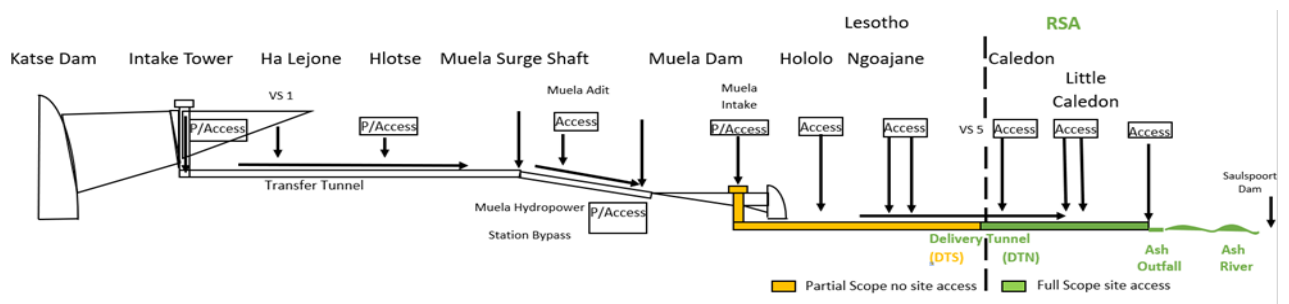


Figure 1: Simplified block diagram of LHWP1, green coloured areas affected by this scope

A) Delivery Tunnel

The Delivery Tunnel is nominally split into two sections where it transitions between Lesotho and South Africa, called DTS on Lesotho side and DTN on South African side.

A.1 Delivery Tunnel South (DTS). This part of delivery tunnel is in Lesotho side of the border from Muela dam tunnel intake to Vent Shaft 5(VS5) - 15.7 km long tunnel with 14.7m long concrete lined in-situ, 4.50m diameter, 0.9km steel lined of 3.4m diameter section and 15.6 km unlined sandstone sections. The tunnel has two dewatering shafts at the Ngoajane and Hololo river crossings.

A.2 Delivery Tunnel North (DTN). This part of delivery tunnel is in South African side of the border from Vent Shaft 5 (VS5) and the Ash River Outfall – 22.20 km long tunnel with two 3.4 m diameter steel lined sections amounting of 0.9 km, a 2.5 km concrete lined river crossing, and 18.8 km of precast concrete segmentally-lined of 4.60 m diameter. The tunnel has tunnel bypass off-take for water delivery to the little Caledon River as and when needed and two Dewatering shafts called Caledon and Little Caledon dewatering shafts.

B) Ash River Outfall

The Ash River Outfall - Works principally comprises an open 120 m long rectangular concrete channel with an upstream transition to the tunnel and equipped with a Crump Weir. The Crump Weir serves a dual purpose of a hydraulic control for the operation of the tunnel and as a flow measurement device. In the latter respect it serves as a back up to the flow measurement facility at the Ngoajane River Crossing in Lesotho. The Crump Weir level is at 1734,0 meters above sea level and is 9 m wide. Situated between DTN and the Ash River.

C) Ash River.

Ash River – 26 km between the Ash River outfall of the delivery Tunnel North and entry to Saulspoort Dam near Bethlehem (GPS coordinates -28,260856; 28,363541) including erosion protection structures along the river, these include Weir Site No 1, 4, 26, 34, 37,57, 68 and 72. Four Groyne structures in the vicinity of Site No 52,

The work excludes the four-mini hydro-power stations, named Stortemelk, Upper Kruisvallei, Lower Kruisvallei, Merino and Saulspoort Dam.

Detailed sizes arrangement and schematic drawings of the Delivery Tunnel are described in **Section 4.5** Relevant documents for reference **Attachment 3**.

The tunnel system was previously closed for inspections and remedial and preventative maintenance works were done during February 2003, October/November 2012 and October/November 2019. The duration of the outages has been limited to two months to minimise the impact on the affected stakeholders and water delivery. As such any required repairs were limited to the available time and priorities had to be identified to ensure that the tunnels will remain sustainable to at least the next outage.

In October/November 2019, a detailed inspection of the delivery and transfer tunnels from VS 5 to the Ash River were undertaken. The steel lined sections in the tunnel and the dewatering shaft pipework's of the infrastructure were found to need significant corrosion protection repairs.

In the Delivery Tunnel North extended areas of broken blisters were observed on the steel liners. A blister is a bubble that forms either between the two layers of epoxy coating or between the first epoxy layer and the steel surface, where micron impurities were trapped during the coating operation.

It was observed that the blisters which had been noted and recorded during 2012 outage had cracked and corrosion of the underlying steel was observed in some cases. The extent of the cracked blisters was such that the appropriate technical procedure would have been to sand blast the entire area and apply a re-coat. This was not possible in the time of two months available in 2019.

Blistering and corrosion were also more severe at the interfaces between the steel and concrete at the ends of the steel linings which is most likely caused by a difference in ambient conditions during the curing process due to the proximity of the larger diameter concrete linings. The invert of the tunnel also was more affected than the sides or the crown due to gravity trapping the impurities on more horizontal surfaces.

For these reasons the steel linings will be completely stripped and sandblasted, before recoating during the next outage, which is planned from 1 October 2024 to 30 March 2025.

October/November 2019, a detailed inspection of the Ash River was conducted. Inspections were undertaken of erosion and sedimentation conditions along the Ash River during the period of the LHWP1 Tunnels Outage. The analysis also covered the LiDAR survey, photographic record along the river, Assessment of erosion and deposition conditions along the river; Identifying River reaches where conditions were most serious; and Assessment of the status of existing structures along the river.

For the Ash River there was continued erosion along a number of river reaches, with the silt delta in Saulspoort Dam having expanded significantly.

4.3. DETAILS OF REQUIRED SERVICES

In order to achieve the successful completion of the required works the Outage/Shutdown will be executed by undertaking the following broad task categories of outage activities. The required Services have been divided into the following tasks:

Task 1: Inception

Task 2: Detailed Planning and documentation

Task 3: Outage/Shutdown

Task 4: Close-out

Task 5: Project Management

The Scope of Works is limited to South African sites, access to all facilities and equipment is only in South Africa, on vehicular access and on foot.

The Consultant will not be required to inspect the DTS but must consider its impact on the DTN in the calculation of the Hydraulic Grade Line.

The detailed requirements, obligations, deliverables, and responsibilities for each of the tasks are specified below.

4.3.1 TASK 1- Inception

Review and assess of previous shutdown work done, operation and maintenance records reports and outstanding actions, particularly to the 2019 shutdown and recommendations made at the time and approach.

The following is to be addressed:

- i. Analysis of all information of past shutdowns
- ii. Define 2024 shutdown execution approach.
- iii. Write basis memo's to TCTA/DWS and performance goals/key performance indicators (KPIs)
- iv. Provide a detailed plan and schedule, budget estimates and resource needed for the shutdown.
- v. Prepare a procurement strategy for TCTA procurement of the contractor and of any long and short lead items.
- vi. Evaluate the tunnel data provided by TCTA in order to calculate, analyse and update the HGL of the Delivery Tunnel (DTS & DTN) and provide to TCTA, with future performance expectations.
- vii. Review the Ash River management plan and river rehabilitation authorisations.

Inception report shall be presented to TCTA at the end of the inception phase highlighted in the Client's indicative program.

4.3.2 TASK 2 - Detailed Planning and documentation

Following approval of the inception report, detailed work will be undertaken to create a detailed plan for the shutdown, defining technical scope, compilation of the tender documents the scope of services and quantities for contractors to participate in the TCTA procurement process and support.

At this stage detailed plans and technical scope of major corrosion protection, sandblasting and recoating of all steel lined sections of the tunnel, dewatering shaft and sump pumps piping replacements and all valves' inspections, will be compiled. However, the work extent on the concrete lined tunnel sections can only be determined after physical inspections during the shutdown period.

The following will be addressed in this Task and will require the involvement of specialist resources:

- i. Provide detailed planning and team resourcing for the shutdown activities.
- ii. Prepare, review, and implement communication plans.
- iii. Finalize cost estimates.
- iv. Define project critical path.
- v. Provide Safety plans, Waste Management plans, and security plans.
- vi. Provide Hydraulic performance reviews for the Delivery tunnel HGL (DTS and DTN).
- vii. Facilitate logistics plans.
- viii. Conduct alignment reviews.
- ix. Develop and compile contractor's scope of work for all repair, rehabilitation and all other necessary contractors needed i.e., security, cleaning, access, corrosion protection, piping, valves, lifting equipment's infrastructure load testing and LiDAR Aerial Surveys.
- x. Complete the conceptual schedule providing detailed optimized schedules.
- xi. Compile contingency plans.
- xii. Define the requirements for the contractor's procedures, safety files and material on site.
- xiii. Define procedures for tunnel shutdown, tunnel dewatering and recommissioning of the tunnel.
- xiv. conduct pre-inspections necessary for tunnel shutdown i.e., Ash River.
- xv. Provide a Detailed Ash River management plan.

The Design report shall be presented to TCTA after 4 weeks of the start of the detailed planning and documentation phase.

Following the approval of the design report the PSP will be required to do the following:

- i. Develop detailed tender documents for the procurement of a specialist contractor to do the shutdown work (Technical Scope, Bill of Quantities, Specifications, Conditions of Contract etc.).
- ii. Provide support during the tendering and adjudication process (prepare addenda, technical evaluation, technical evaluation report, negotiations etc.).

4.3.3 TASK 3 - Outage/Shutdown

Following agreement by client on proposed works a repair contractor(s) will be appointed by TCTA, this should take place before the start of the shutdown to allow for contractor mobilisation. Three days before the start of the shutdown all the specialists and their support staff must be on site. During the shutdown period the staff will be responsible to undertake the detailed Tunnel, Ash River Outfall and Ash River inspections. Site management and contract administration for the shutdown period. Technical inspections of the facility during Outage/shutdown by consultants, as independent Authorised Inspection Authority (AIA), and Quality Assurance Inspector (QAI).

The following will also be addressed.

- i. Conduct Pre work safety audits, Shutdown Health & Safety, Environmental reports during shutdown execution and contractors' coordination safety inductions.
- ii. Facilitate dewatering of tunnels, manage the opening & closing of access bulkheads, tunnel seepage water diversions and coordinate cleaning and Security of the facilities.
- iii. Conduct inspection, condition assessment and define required repairs of the DTN including steel liners, precast concrete segment lining, cast in situ reinforced concrete lined, Ash outfall concrete structure, Ash River reaches and erosion structures, valves, bypass off-take and piping's. From Vent shaft 5 to entrance of Saulspoort Dam, excluding mini-hydros and Saulspoort dam, and recommend repairs.
- iv. Together with the contractor prepare a comprehensive program of the work within the outage period, in an optimised fashion.
- v. Coordinate, manage, inspect, monitor, and sign off on all repair works that are being repaired by contractors optimally as AIA and variance analysis.
- vi. Provide quality assurance, execute and quality control on all repair works.
- vii. Facilitate refilling and recommissioning of the Delivery tunnel North, in coordination with LHDA.
- viii. Analyse data obtained from a LiDAR Aerial Survey that is conducted by contractor along the Ash River during the no flow condition.
- ix. Undertake an on-foot inspection of the Ash River and document observations.
- x. Recommend on the erosion status of the river, river silt deposit at Saulspoort, compare results with previous analyses, and recommend short- and longer-term or emergency rehabilitation actions to be taken.
- xi. Issue a completion certificate for the work undertaken by the Contractor.

4.3.4 TASK 4 - Close out

The Consultant shall close-out the in accordance with the FIDIC Conditions of Contract. As part of the close-out the Consultant will be required to document and assess the overall performance of the project Once the Completion certificate of all works has been issued the following will be implement as part of the close out phase:

- i. Update inspection files.
- ii. Update the tunnel shutdown manuals, O& M manuals with any change made during the shutdown.
- iii. Finalise the shutdown review report and submit to TCTA - technical report, contract administration, inspection sheets, quality control procedures and method statements, safety and environment, payment variation orders, etc.
- iv. Once the report has been submitted take TCTA staff through the report by means of a comprehensive presentation, lessons learnt and recommendation for future outages.
- v. Coordinate conclusion of the final payment certificate.

4.3.5 TASK 5 - Project Management

This section covers tasks required to meet Project Management requirements, such as project scope, time, cost, quality, risk, resources, procurement, communication and integration. The main objectives are as follows:

- i. To set up a project management unit to coordinate and ensure effective management of the Consultancy Contract.
- ii. To manage the Consultancy Contract and to ensure that all the deliverables required for all the tasks are achieved.
- iii. To develop an Engineer's Programme and Cost Estimate of the Project components.
- iv. To develop and evaluate outage contractor tenders, assist in negotiation and award of outage contractor contracts and prepare contract documentation.
- v. Training and skills development/transfer to TCTA DTN staff.
- vi. To deliver presentations to dignitaries, Panel of Experts, LHDA and TCTA visitors.
- vii. Attend LHDA/TCTA meetings to give project updates.
- viii. Any instructions that can be issued by TCTA from time to time.

4.3.5.1 Integration Management

The Consultant's Project Manager shall be responsible for the proper performance and management of all project activities in accordance with the Agreement. The Consultant's Project Manager shall report directly to the TCTA Project Manager.

The Consultant will be responsible to integrate all disciplines within his team throughout the Services of this Agreement.

4.3.5.2 Scope Management

The Consultant shall ensure that the scope of the tender, designs and construction complies with all the requirements of the project, including transformation obligations, and keeps detailed record of all the scope changes.

4.3.5.3 Scope Variance Analysis

The Consultant shall continuously review the scope of the project and bring to the attention of the TCTA any discrepancies, errors, omissions or problems, and make recommendations that are supported by appropriate details, for remedial action for the approval of the TCTA.

4.3.5.4 Time Management

The review and monitoring of the construction programme and progress shall be carried out as part of the Services.

4.3.5.4.1 Programme

The Consultant shall review the programme, including the revisions thereof, for the maintenance from the contractor(s). The Consultant shall consider this programme and the TCTA's programme when planning for the Services, as per Client indicative program of this document.

4.3.5.4.2 Updating of the Programme

The Consultant shall monitor the programme and update the TCTA. Variances must be highlighted, and corrective measures proposed, in the case of delays. If the redevelopment of the programme is required, a revised programme shall be prepared and submitted.

4.3.5.4.3 Programme Variance Report

The Consultant shall provide variance reports explaining changes and/or revision of the programme.

4.3.5.4.4 Indicative Programme by the Employer

An indicative programme for the project is attached hereto. The Tenderer shall make reference or consider the information in preparing its programme. The estimated period for all the tasks is 42 months, i.e. from the inception date to the close out for the whole project.

The charts and schedules must be provided as described below:

- i. A detailed Programme, with a critical path analysis, and comprehensive Gantt chart for all the Services. The Programme is to have calendar time in months and must be suitable for monitoring changes and to fulfil the reporting requirements of the Services.
- ii. The Gantt chart shall illustrate start and finish dates, including the dependency relationship, of all the elements of the work breakdown structure and the task, sub-tasks, activities, deliverables and milestones in the Programme.
- iii. The allocation of personnel and durations thereof must be linked to the Programme. The personnel must be retained for as long as it is necessary to complete the Services to the required standard, but TCTA will not be obliged to compensate the Consultant for resources that exceed the tendered durations.
- iv. The personnel and determined person-months by the Consultant must be summarised, and adjusted if so required for uncertainties and the like, and carried forward into the Consultant's Remuneration.

CLIENT'S INDICATIVE PROGRAMME

	2022		2023				2024				2025			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Shutdown PSP Tasks														
Task 1 Inception														
Task 2 Detailed Planning & Documenation														
Task 3 Outage/Shutdown														
Task 4 Close out														
Task 5 Project Management														

Table 1: Clients indicative program

4.3.5.5 Cost Management

4.3.5.5.1 Cost Control

The Consultant shall be responsible for preparing and/or reviewing and continuous monitoring of all the costs and approved budgets that are related to the Services (i.e., Consultant's personnel by task, all the direct reimbursable costs, provisional sums, escalation, etc.). Forecasted cash flows must be prepared, considering the effect of escalation, additional scope and variances, claims and notices thereof, advance payments, resources, and the construction programme etc. on a monthly basis. All cost reports and accruals are due to TCTA by the 1st day of every month.

The Consultant shall ensure that there is no unauthorized expenditure as per National Treasury instruction note 3 of 2016 i.e., actual costs exceeding the approved budgets, for Services and Contracts at all times, and advise the TCTA in advance of any additional funds required.

4.3.5.5.2 Cost Estimates

The Consultant shall prepare comprehensive reports on the financial status and the estimated cost at completion of the Services Contracts. The cost estimate for the Services shall be resource based and up to the end of the defect's notification period i.e., Shutdown construction period. The reports must be submitted in September and March of each year. The comprehensive report figures need to be kept live and updated on a monthly basis and must be able to be viewed by the employer if and when requested at any given time.

The format is to be agreed with the TCTA.

4.3.5.6 Quality Management

The Consultant shall prepare a Contract Quality Plan for the Services. The plan should include *inter alia* the following and submitted to the TCTA for approval prior to commencement of any Services:

management and supervision, administration, monitoring, document control, procurement, engineering, environmental (natural and social) and quality assurance in accordance with recognized standards (ISO 9001) and organisation of the Consultant's own services,

The Contract Quality Plan shall be audited on a six-monthly period by an independent auditor and the report submitted to the TCTA. The Consultant must make provision for the auditor.

4.3.5.7 Human Resource Management

The Consultant shall provide adequately qualified and competent personnel to fully carry out all the Services that includes *inter alia* engineers and other specialists experienced in inspection and repairs of the pressure water tunnels, river and administration.

4.3.5.8 Communications Management

The Consultant shall ensure that there is appropriate and timeous planning, collection, creation, distribution, storage, retrieval, management, control and monitoring of project information:

- i. between Consultant, TCTA, contractors, and others
- ii. between Consultant and Contractors

TCTA will be the sole instructing authority and all communications and correspondence between the Consultant and the other parties will be facilitated and directed by TCTA.

All hardcopy records and documents must be scanned into suitable electronic format to be presented and handed over to TCTA for storage and information management system.

4.3.5.8.1 Reporting

At pre-determined milestones, the Consultant shall submit two hard copy and one soft copy (original format and pdf) of all deliverables to the TCTA. The Consultant shall identify the report milestones in its programme.

Preparation of these reports shall be carried out as part of the tasks and no separate remuneration shall be made for production of such reports.

The Consultant shall prepare and present to the TCTA, *inter alia*, the following reports:

- i. Reports as per Task 1, Task 2, Task 4,
- ii. Monthly progress reports,
- iii. Financial review reports,
- iv. Panel of Experts (PoE) briefing reports,
- v. Responses to the PoE reports,
- vi. Any other reports that the TCTA may need from time to time.

4.3.5.8.1.1 Monthly Progress Reports

The Consultant shall provide monthly reports summarising the status, risks, and progress during the month on a quantitative and cost basis (including variation orders, dayworks and claim notices and claims) with appropriate graphical presentations throughout the duration of the project i.e. all the Services under various tasks, Contract and related data. Progress shall be compared with the programmes and provide updates in the report. Reasons shall be given for any discrepancies, anomalies and delays. Recommendations for proposed remedial measures and recommendations on action to be taken to expedite progress shall be included.

In addition to above, the Consultant shall monitor and report accurately on the transformation obligations throughout the project.

The Consultant shall submit monthly reports to the TCTA on the 1st day of each month and shall be followed by a monthly progress meeting with the TCTA. Reports on unusual occurrences should be submitted promptly to appropriate higher levels of supervision or the TCTA.

4.3.5.8.1.2 Panel of Experts Reports

The Consultant shall issue a briefing report at least 14 days before a site inspection or engagement with the TCTA's Environmental and Engineering PoE, highlighting progress of the project, summary of technical/engineering records and information, natural and social environmental records and information, all major difficulties, and challenges, proposed solutions. The Consultant will be required to respond to all the comments and queries by the PoE, including written responses to the PoE reports.

4.3.5.8.2 Virtual Meetings

As part of fulfilling his requirements to ensure satisfactory communication, the Consultant shall arrange and attend the following meetings and other ad-hoc meetings as requested by the TCTA (see table below). These meetings may be held virtually or either in Centurion or at the project site. Table 1 below is not exhaustive.

4.3.5.9 Typical Schedule of Meetings

Meeting	Frequency	Responsible for Minutes	Chairmanship
Project progress meetings	Monthly	Consultant	TCTA
Management Meetings	Quarterly	Consultant	TCTA
Panel of Experts	Quarterly or as and When required	Refer to PoE reports in above	TCTA
LHDA/TCTA/DWS coordination & technical	Monthly or shorter intervals as shutdown approaches	TCTA/LHDA	TCTA/LHDA
Task 3 Shutdown/Outage progress meetings	Weekly or as at required intervals	Consultant	Consultant

Table 2: Typical Schedule of Meetings

The Consultant shall prepare minutes of the relevant meetings and distribute within five (5) working days from date the meeting.

4.3.5.10 Risk Management

The Consultant shall develop (i.e., identify, analysis and control), maintain and continuously update a risk register for the project.

The format is to be agreed with the TCTA.

4.3.5.11 Procurement Management

The TCTA has developed a procurement strategy and preferably only one main contractor will be procured for the project, but long lead items could be separate).

The Consultant will be required to fulfil the following:

4.3.5.11.1 Administration of Contracts

The Consultant shall manage and administer the Services in accordance with the FIDIC Conditions of the Client/Consultant Model Services Agreement, the Consultant shall:

- i. Manage and administer the Contract in accordance with the FIDIC Conditions of Contract and related contract documents.

- ii. Attempt to recognise in advance and avoid potentially contentious situations, and to resolve any disagreements that do arise before they become formal claims and disputes. In cases of a dispute, attend all meetings, and assist in any negotiations necessary to resolve the dispute.

4.3.5.12 Stakeholder Management

4.3.5.12.1 Project Relations

The Consultant shall promote good project relations and in so doing, shall monitor community relations to identify potential problems and resolve them promptly. The Consultant shall inform affected community members of project activities on their land, identify and resolve potential problems promptly, keep record of all interactions with community members and keep the TCTA informed. The Consultant must advise the TCTA timeously, if they failed to solve the problems detailing steps taken to resolve issues.

This relates mainly to the interactions with the landowners on all of rehabilitation work that will be identified on the Ash River during the shutdown on any of the adjacent 18 farmlands across which access is required.

The Consultant shall co-operate with the TCTA in facilitating site visits by the public, lenders and dignitaries and other visitors. The Consultant shall provide the TCTA with the necessary safe access to site, escort and support for briefing/meetings and arranged visitors on the project and the status of the project. These visits will be scheduled in advance and would occur as and when necessary once construction has commenced.

4.4. STANDARDS AND SPECIFICATIONS

All dimensions and quantities shall be expressed in the SI system of units. Standards shall be those of the ISO except where no suitable ISO standards exist, in which case suitable widely known national standards may be used.

Standards of materials and testing: ASTM, DIN, AFNOR, etc. for site investigations, civil structures designs, and ASTM, DIN, IEC, AWS, AFNOR, ASME etc for Electrical and Mechanical designs.

International Tunnelling Association Guidelines and Publications for the design, Operation and Maintenance of long underground works.

The Client Health, Safety and Security Specifications is attached in **Attachment 1** and Environmental Specifications is attached as **Attachment 2**, those should be used as a guide for the Consultant to manage health and safety requirements for the Consultancy Contract as per legal OHSACT & Environmental Act requirements, and to prepare specification for the procurement of all contractor's contracts.

4.5. RELEVANT DOCUMENTS FOR REFERENCE

Detailed sizes arrangement, relevant schematics and drawings of LHWP-DTN water ways is attached in **Attachment 3**. The Previous 2019 shutdown Status Summary Report is attached as **Attachment 4** for references.

5. STAGE 1 : ATTENDANCE OF COMPULSORY BRIEFING SESSION

Compulsory briefing session will be held online via Microsoft Teams. Bidders must send an e-mail indicating their company name, contact person, telephone number and email address of their company representatives to tenders04@tcta.co.za to preregister in order to receive an invitation to the meeting.

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session. During Online Microsoft Teams briefing sessions, bidder's representatives will be expected to use chat box tool to type in the names, company names, email address and contact numbers as this information will be used to generate the attendance register records.

Failure to attend a compulsory briefing session will result in a bidder being disqualified at this stage and not be evaluated further.

6. STAGE 2: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NON-MANDATORY.

No.	Document Type	Description	Action	Status
ENVELOPE A				
1	Functionality	Annexure A: Company Experience	Complete form	Non-Mandatory document

No.	Document Type	Description	Action	Status
2	Functionality	Annexure B: Personnel Experience and signed curricula vitae (CVs) of the proposed personnel	Complete forms	Non-Mandatory document
3	SBD	Annexure D (SBD 1): Request for Bid	Complete forms	Non-Mandatory document
4	SBD	Annexure E (SBD 4): Declaration of interest	Complete forms	Mandatory document
5	SBD	Annexure F (SBD 6.1): Preference points claim form in terms of the Transformation Procurement Regulations 2017	Complete forms	Non-Mandatory document
6	SBD	Annexure G (SBD 8): Declaration of bidder's past supply chain management practices	Complete forms	Mandatory document
7	SBD	Annexure H (SBD 9): Certificate of independent bid determination	Complete forms	Mandatory document
8	Administrative	BBBEE status level of contributor certificate (Include joint venture BBBEE certificate if applicable)	Attach copy	Non-Mandatory document
9	Administrative	A signed letter of intent between a bidder and an EME or QSE that is at least 51% black owned to subcontract a minimum of 30% of the contract as part of compulsory subcontracting.	Attach copy	Mandatory document
9	Administrative	Proof of registration on the National Treasury Central Supplier Database	Attach copy	Mandatory document
10	Administrative	Tax Compliance Status - SARS Tax Pin/ Tax Clearance Certificate	Attach copy	Mandatory document
11	Functionality	SCHEDULE A-1: WORK PROGRAMME AND CHARTS	Attach copy	Non-Mandatory document
12	Functionality	SCHEDULE A-2: MANPOWER SCHEDULE	Attach copy	Non-Mandatory document
13	Functionality	SCHEDULE A-3: QUALIFICATIONS OF TENDER AND COMMENTS ON THE RFP	Attach copy	Non-Mandatory document
14	Functionality	SCHEDULE A-4: LIST OF DELIVERABLES PER TASK	Attach copy	Non-Mandatory document
15	Functionality	SCHEDULE A-5: SUMMARY OF THE APPROACH TO THE WORK	Attach copy	Non-Mandatory document
16	Functionality	SCHEDULE A-6: RISK ASSESSMENT AND MANAGEMENT MEASURES	Attach copy	Non-Mandatory document

No.	Document Type	Description	Action	Status
17	Functionality	SCHEDULE A-7: CONTRACT PROCEDURES AND STANDARD FORMS	Attach copy	Non-Mandatory document
ENVELOPE B				
1	Price Compliance	SCHEDULE C-1: SUMMARY OF COST ESTIMATE	Complete form	Mandatory document
2	Price Compliance	SCHEDULE C-2: SUMMARY AND DETAILS OF STAFF COSTS	Complete form	Mandatory document
3	Price Compliance	SCHEDULE C-3: STAFF BILLING RATES	Complete form	Mandatory document
4	Price Compliance	SCHEDULE C-4: SUB CONTRACTOR MARK-UP FACTOR	Complete form	Non-Mandatory document
5	Price Compliance	SCHEDULE C-5: SUMMARY OF DIRECT REIMBURSABLE COSTS	Complete form	Mandatory document
6	Price Compliance	SCHEDULE C-6: CASH FLOW	Complete form	Non-Mandatory document

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria.

7. STAGE 3: COMPULSORY SUBCONTRACTING

7.1. The successful bidder must subcontract a minimum of 30% of the contract to:

7.1.1. An EME or QSE that is at least:

- 51% black owned;

7.2. A signed letter of intent between the parties stating the services to be subcontracted and the amount, as well as proof that the proposed subcontractor is an EME/QSE is required as proof to satisfy the above requirement*

A bidder that does not meet the requirements for compulsory subcontracting will be disqualified at this stage and not evaluated further.

8. STAGE 4: FUNCTIONALITY

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

	Functionality	Weight	Minimum Score
1.	Company Competency and Track Record		
1.1	Company experience on design, construction supervision and technical assistance to employers on steel pipelines of a diameter of > 1.5m. 2 points will be allocated per project completed up to a maximum of 6 points	6	50
1.2	Company experience in the design, construction supervision and technical assistance, of machine bored pressure water tunnels. 2 points will be allocated per project completed up to a maximum of 4 points	4	
1.3	Experience of refurbishment of steel pipelines or steel lined tunnels of a diameter of > 1.5m. 2 points will be allocated per project completed up to a maximum of 6 points	6	
1.4	Experience of maintenance of pressurised water tunnels. 2 points will be allocated per project completed up to a maximum of 4 points	4	
1.5	Experience in management, planning, and technical inputs during planned maintenance, for events such as tunnel shutdowns and steel lining rehabilitation under wet conditions 2 points will be allocated per project completed up to maximum of 6 points	6	
1.6	Experience of contracts administration and supervision of contractor works in tunnels and steel lining rehabilitation under wet conditions. 2 points will be allocated per project completed up to maximum of 8 points	8	
1.7	Experience of evaluation of Hydraulic Grade Line 2 points will be allocated per project completed up to a maximum of 10 points	10	
1.8	Experience in erosion control in rivers with a peak flow of at least 30 m ³ /s river flows 2 points will be allocated per project completed up to maximum of 6 points	6	
	Sub-Total 1: Company Competency and Track Record	50	
2.	Key Personnel		
2.1	Project Manager Project management experience in design, construction or operations and routine/shutdown maintenance projects on bulk water infrastructure with professional registration with, ECSA and PCMP or internationally recognised equivalent, If proof of professional registration is not provided no points will be awarded for this section 4 points for first 10 years 2 points for additional point for each 4 years of relevant experience, to a maximum of 4 points.	8	50
2.2	Tunnel Engineer Experience in design or operation and maintenance of machine bored tunnels, with professional registration with ECSA or internationally recognised equivalent, If proof of professional registration is not provided no points will be awarded for this section	10	

	Functionality	Weight	Minimum Score
	<p>5 points for first 10 years</p> <p>2 points for additional 5 years of relevant experience.</p> <p>3 points for specific segmentally concrete lined tunnel experience.</p>		
2.3	<p>Resident Engineer</p> <p>The proposed resource must have at least 10 years of relevant experience on bulk water infrastructure supervision/monitoring and contract administration: professional registration with ECSA or international equivalent.</p> <p>If proof of professional registration is not provided no points will be awarded for this section</p> <p>4 points for first 10 years</p> <p>2 points for additional point for each 4 years of relevant experience, to a maximum of 4 points.</p>	8	
2.4	<p>Contracts Engineer</p> <p>The proposed resource must have at least 10-years' experience in contract and agreement documentation preparation, management and administration of infrastructure projects (at least R 30 mill per Opex project, R100 Mill per Capex project) professional registration with ECSA or PrQS or internationally recognised equivalent,</p> <p>If proof of professional registration is not provided no points will be awarded for this section</p> <p>4 points for the first 10 years experience</p> <p>2 points for each 4 years of involvement in a project using the FIDIC contracts, to a maximum of 4 points.</p>	8	
2.5	<p>Corrosion Protection Engineer</p> <p>Experience on bulk water infrastructure preferably on maintenance for steel pipes in very wet conditions - of sizes of > 1.5m diameter, mechanical equipment's-pipes, valves, structural steel, with professional registration ECSA and NACE international institute on corrosion/coatings or equivalent.</p> <p>If proof of professional registration is not provided no points will be awarded for this section</p> <p>5 points for first 10 years experience</p> <p>2.5 points for additional point for each 5 years of relevant experience, to a maximum of 5 points.</p>	10	
2.6	<p>Water Resources Engineer</p> <p>Experience in erosion control in rivers with a peak flow of at least 30 m³/s river flows with ECSA registration or international equivalent</p> <p>If proof of professional registration is not provided no points will be awarded for this section</p> <p>3 points for first 10 years</p> <p>1.5 points for additional point for each 3 years of relevant experience, to a maximum of 3 points.</p>	6	
	Sub Total 2 Key personnel	50	50
MAXIMUM POINTS			100
MINIMUM THRESHOLD			65

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

9. STAGE 5: PRICE AND B-BBEE

Please refer to schedule C1 to C5 for pricing schedule.

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

9.1. B-BBEE

9.1.1. A bidder who fails to submit proof of B-BBEE status level of contributor or a non-compliant bidder will not be disqualified at this stage but:

- May only score points out of 80 or 90 depending on which preference point system is applicable; and
- Scores 0 out of 20 or 0 out of 10 depending on which preference point system is applicable.

9.1.2. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.

9.1.3. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.

9.1.4. An EME or QSE with 100% black ownership qualifies at a Level One.

9.1.5. An EME or QSE with more than 51% black ownership qualifies at a Level Two.

9.1.6. If black ownership of an EME is below 51%, it qualifies at a Level Four.

9.1.7. If black ownership of a QSE is below 51%, it is required to be measured in terms of the QSE scorecard to confirm its B-BBEE Status Level.

9.2. PRICE

9.2.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of the PPPFA.

9.2.2. Price must be reflected Excluding and Including VAT.

9.2.3. All prices must include disbursements.

9.2.4. Prices must be firm and unconditional. Bids with conditional prices will be rejected at the bid opening as not meeting the conditions of bid.

9.3. PRICE CHANGES (ESCALATION)

Staff billing rates, consultancy fee (fee percentage to remain fixed) and direct reimbursable unit rate costs shall remain in effect (without escalation) for 12 months after date of contract award and shall thereafter annually be adjusted for escalation on the anniversary of this date, to be billed or invoiced in arrears, as explained below.

The following conditions and procedure shall apply in calculation of the escalation:

- (i) the costs of personnel and Consultant's fee on personnel, and direct reimbursable costs shall be billed monthly at the rates stated in the schedules;
- (ii) the base date for escalation shall be the date of contract award
- (iii) escalation to staff billing rates, consultancy fees (fee percentage to remain fixed) and direct reimbursable unit rate costs shall be calculated as follows

$$E = P_0 \left[\left(\frac{I}{I_0} \right) - 1 \right]$$

Where:

E = escalation to be included in the present invoice

P₀ = amount of un-escalated cost included in the present invoice

I = escalation index for the period in question

I₀ = escalation index for the base date for escalation

The index to be used to calculate the escalation for direct reimbursable costs is the Consumer Price Index (CPI for all urban areas – STATS SA Statistical Release P0141, all items (i.e. CPI Headline)).

If any index relevant to any invoice is not known at the time the certificate is valued, the latest available index shall be used and any adjustments necessary shall be made only when the actual index relevant to that certificate is published, and

- (iv) actual direct reimbursable costs will not be subject to any adjustment.

Personnel billing rates for all previously tendered resources cannot be increased unless there is a change in position.

9.4. PREFERENTIAL POINTS CALCULATION

The weighting of the Preferential points calculation is as follows:

Price = 80

B-BBEE = 20

Bidder's Score

10. STAGE 6: SUPPLIER VETTING

TCTA reserves the right to disqualify a successful bidder who/whose:

- 10.1.1. Submits fraudulent information or information that they do not have to authority to submit;
- 10.1.2. Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 10.1.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 10.1.4. Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder; and
- 10.1.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

11. CONDITIONS OF BID

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

11.1. COSTS OF BIDDING

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

11.2. CLARIFICATIONS

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

11.3. AMENDMENTS

- 11.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days prior to the stipulated closing date and time.
- 11.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 11.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 11.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 11.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 11.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

11.4. MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

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

11.5. VALIDITY PERIOD

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

11.6. DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 11.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following **Protection of Personal Information (POPI)** disclaimer.
- 11.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be

used and processed by TCTA and such use may include placing such information in the public domain.

11.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.

11.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).

11.6.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.

11.6.6. We may collect the following information about you:

- Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- Information about your beneficial owner if we are required to do so in terms of POPIA.
- Records of correspondence or enquiries from you or anyone acting on your behalf.
- Details of transactions you carry out with us.
- Details of contracts you carry out with us; and
- Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

11.6.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

11.6.8. Why we collect Personal Information

11.6.9. Employee and Contractor Information

- To Remunerate the person.
- To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.

- To conduct criminal, credit, employment reference and other related reference checks.
- To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

11.6.10. Client Information

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

11.6.11. Supplier and Third-Party Contractor/Service Provider Information

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

11.6.12. Sources of Personal Information

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

11.6.13. The Storage of Personal Information

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

11.6.14. Sharing of Personal Information

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

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

11.6.15. Your Rights regarding your Personal Information

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

11.6.16. General Conditions pertaining to Personal Information

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

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

11.6.18. .

11.7. CONFLICT OF INTEREST

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

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

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

- has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
- Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
- Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.

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

11.7.5.

11.8. RIGHT NOT TO AWARD

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

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

11.9.

12. TCTA GENERAL TERMS AND CONDITIONS OF CONTRACT

- 12.1.1. Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:

- (i) The letter of Acceptance;
- (ii) The Memorandum of Understanding (MOU), entered into between the Client and Consultant on insert date ;
- (iii) The Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions);
- (iv) The Appendices, namely:
 - Appendix 1 – Scope of Services
 - Appendix 2 – Personnel, Equipment, Facilities and Services of Others to be provided by the Client
 - Appendix 3 – Consultant’s Remuneration; and
 - Appendix 4 – Programme.
- (v) The proposal, including schedules and annexures, submitted by the Consultant.
- (vi) The RELEVANT contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- (vii) The relevant Bid Submissions;
- (viii) Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and

12.1.2. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable

12.1.3. In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA’s requirements.

12.1.4. Variations and Contract Price Adjustments

- Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
- If the original award/contract made provision for the increase:

12.1.4.1. The Contract Manager must prepare a notice of increase based on CPA to the service provider,

12.1.4.2. Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;

12.1.5. Performance Management

- This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.
- If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract's duration
Less than 6 months	at least once in the contract's duration

12.1.6. Communication

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

12.2. CESSION OF RIGHTS

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

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

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

12.3. NOTIFICATION OF UNSUCCESSFUL BIDDERS

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

12.4. SUPPLIER CODE OF CONDUCT

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

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

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

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

- Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.

12.4.3. TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:

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

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

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

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

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

- 12.4.6. TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.
- 12.4.7. TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

12.5. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

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

12.6. FRONTING

- 12.6.1. The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.
- 12.6.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.

12.6.3. Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

12.7. JOINT VENTURE OR CONSORTIUM

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

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

- Control
- Management
- Operations

12.7.3. The joint venture or consortium agreement:

- Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
- Must record the percentage participation by each member.
- Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
- Must provide for the establishment of a management body for the joint venture or consortium;
- Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and

- Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

12.7.4. Right to review the joint venture or consortium agreement

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

12.7.5. Amendment of the joint venture or consortium agreement

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

12.8. PAYMENT PROCESS

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

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

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

- VAT registration certificate, if the successful Bidder is a VAT vendor;
- Without deduction of PAYE and/or SITE, if the successful Tenderer is not registered for VAT; or
- Statement setting out details of services rendered, accompanying invoice.
- Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

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

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

13. GENERAL CONDITIONS OF CONTRACT

The General Conditions shall be those stipulated in the Fédération Internationale des Ingénieurs-Conseils (FIDIC) Clients / Consultants Model Services Agreement, Fourth Edition, 2006.

The Consultant shall obtain his own copy for reference (including the copies of the FIDIC Code of Ethics and FIDIC Integrity Management System). Consulting Engineers South Africa (CESA) is the distribution agent for the sale of FIDIC publications in South Africa. The contact details for CESA are as follows:

Tel: 011 463 2022

e-mail: general@cesa.co.za

PARTICULAR CONDITIONS OF CONTRACT

The following are to be read in conjunction with the General Conditions.

A. REFERENCE FROM CLAUSES IN THE GENERAL CONDITIONS:

1.1 DEFINITIONS

1.1.2 The Project is the CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 in the Republic of South Africa.

1.1.10 Commencement Date is (...insert details)

1.1.11 Time for Completion is (...insert details...) months

1.3 LANGUAGE FOR COMMUNICATION

The language for communication is English.

1.4. LANGUAGE(S) FOR AGREEMENT

The ruling language of the Agreement is English.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

1.8 NOTICES

Client:

Postal address	The Chief Executive Officer TCTA PO Box 10335 CENTURION 0046
Telephone	012 683 1200

Domicilium Executandi:

Address:	Tuinhof Building, Stinkhout Wing 265 West Avenue CENTURION 0157
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Consultant:

Postal address _____

Telephone _____

Domicilium Executandi

1.9. PUBLICATION

Publications shall be subject to approval by the Client if it is within five years of completion of termination of the Services.

5.2.2. Agreed Compensation for Overdue Paymen

Agreed Compensation for overdue payment shall be the prime bank interest rate, of the major South African banks, compounded **monthly**.

6.2. DURATION OF LIABILITY

The duration of liability is 10 years reckoned from the Time for Completion.

6.3.1. LIMIT OF COMPENSATION

The maximum amount of compensation payable by either party to the other in respect of liability under this agreement is limited to an amount equal to twice the amount of fees payable to the Consulting Engineer under this agreement excluding reimbursements and expenses unless otherwise stated in the Specific Provisions.

8.3. ARBITRATION

Rules for arbitration is by the Association of Arbitrators (Southern Africa).

Each Party agrees to waive its rights to any form of appeal, insofar as such waiver can validly be made. The arbitration shall be conducted by a single arbitrator. In the absence of agreement between the parties on the appointment of the arbitrator, the arbitrator shall be nominated by the chairperson of the Association of Arbitrators (Southern Africa).

B. ADDITIONAL CLAUSES

1.1 DEFINITIONS

“**man-month**” means a period of 22 working days in a month.

“**Engineer**” means the Consultant, for the purpose of managing and administering the construction contracts according to the duties and authority in the FIDIC conditions of contract for Plant and Design-Build for electrical and mechanical plant, and for building and engineering works, designed by the contractor.

“**51% Black owned**” or “**Black owned enterprise**” means an entity, as defined in the Broad Based Black Economic Empowerment Act (Act No 46 of 2013), in which:

- Black people hold at least 51% of the exercisable voting rights as determined under code series 100;
- Black people hold at least 51% of the economic interest as determine under code series; and
- Has earned all the points for Net Value under statement 100.

1.10 CORRUPTION AND FRAUD

Add the words “...and the Competition Commission of South Africa” at the end of the first sentence.

2.1 INFORMATION

Delete and replace with:

“The Client shall, following the request from the Consultant, provide within a reasonable time, the information as set out in Appendices 1, 2, 3 or 4, or as otherwise requested by the Consultant.”

2.4 CLIENT’S FINANCIAL ARRANGEMENTS

Delete in its entirety.

3.3 DUTY OF CARE AND EXERCISE OF AUTHORITY

Add:

“The members to the Joint Venture or consortium accept joint and several liability for the work that forms the subject of this Agreement. The acceptance is certified by the signatures of the duly authorised representatives of the members .

3.5 SUPPLY OF PERSONNEL

Delete and replace with:

“The obligations for the Consultant to supply personnel are set out in its proposal to perform the Services, including the Consultant’s schedules and appendices to the Agreement.”

Add the following paragraphs:

“Any eventual Agreement with the Consultant will contain the following conditions:

- (a) The durations of the Services and total person-months shown in the Agreement are reasonable estimates based on the Time Schedule for Services as set out in Appendix 3.
- (b) The Consultant agrees to retain qualified personnel for as long as it takes to complete all the Services.
- (c) The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-months in excess of those proposed for any position, without the prior approval of the Client.”

3.7. CHANGES IN PERSONNEL

Add the following words to the end of the 3.7.1:

“...and shall be for the approval of the Client, which approval shall not be unreasonably withheld.”

Delete 3.7.2 and replace with:

The costs of such replacement shall be borne by the Consultant.

4.4. DELAYS

Add:

“No extension to the Time for Completion or any additional payment relating to the increase in the ceiling amounts or Additional Services will be made unless the Consultant has submitted a fully motivated and detailed written application and the Client has approved such variations in writing.”

4.5. CHANGED CIRCUMSTANCES

Add:

“No variation to the Services or any additional payment relating to changed circumstances will be made unless the Consultant has submitted a written application explaining the impact on the Services and the Client has approved such variations in writing.”

and correct the typographical error in first line: “Iff...” to “If...”

4.8 EXCEPTIONAL SERVICES

Add:

“No extension to the Time for Completion or any additional payment relating to the Exceptional Services will be made unless the Consultant has submitted a fully motivated and detailed written application and the Client has approved such amounts and Exceptional Services in writing.”

6.4. INDEMNITY

Add the following words to the end of the paragraph:

“Occupational health and safety indemnity:

The Consultant recognises the inherent risks and liabilities of construction and other hazards that exist on the Client’s construction sites and in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, as amended, the Consultant:

- (a) acknowledges that it, its employees, agents, sub-consultants and/or contractors enter the construction site entirely at their own risk;
- (b) will take all steps necessary to ensure that it, its employees, agents, sub-consultants and/or contractors comply with the provisions of the Occupational Health and Safety Act and any site rules/regulations put in place by it to ensure the health, safety and well-being of any party entering on site;

- (c) agrees to indemnify and hold harmless the Client against any and all claims in respect of any loss, damage, injury and/or death arising out of or sustained by it, its employees, agents, sub-consultants and/or contractors, arising out of or in connection with the Agreement.”

7.1. INSURANCE FOR LIABILITY AND INDEMNITY

The insurance to be taken out and maintained by the Consultant shall comprise the following:

Professional Indemnity Insurance

The professional indemnity insurance against liability under Sub-Clause 6.1 (Liability and Compensation between the Parties) with a limit of indemnity of R 10 000 000 (ten million Rand) for any one occurrence and an aggregate equalling twice the amount of fees payable to the Consulting Engineer under this agreement, excluding reimbursements and expenses for the period of insurance.

Motor Vehicle Insurance

In addition to any compulsory insurance required in terms of legislation, provide comprehensive motor insurance including passenger liability and unauthorised passenger liability with a minimum limit of indemnity of R5 000 000 (five million Rand) for any one occurrence.

General Public Liability Insurance

General public liability insurance with a limit of indemnity of R10 000 000 (ten million Rand) for any one occurrence.

Other Insurances

Insurance against loss or damage to:

- (a) equipment, facilities and materials purchased by the Consultant in whole or in part with funds provided under this Agreement, or equipment, facilities and materials supplied under the construction contracts, while in possession of the Consultant, to their full replacement value;
- (b) the Consultant’s property or facilities used in the performance of the Services; and
- (c) all documents prepared by the Consultant in the performance of the Services.

The Consultant shall be responsible for any policy deductible for each and every occurrence.

8.1 AMICABLE DISPUTE RESOLUTION

Replace “mediation” with “adjudication” at the end of the paragraph.

8.2. ADJUDICATION

Delete the Sub-Clause and replace with:

“Unless settled amicably any dispute or difference which arises between the Consultant and the Client out of or in connection with the Agreement, including any valuation or other decision of the Client, shall be referred by Party to adjudication in accordance with the rules set out in sub-clauses 8.2.1 to 8.2.5 below. The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the rules.

8.2.1 Appointment of Adjudicator

- (a) The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be a suitably qualified person.
- (b) If for any reason the appointment of the Adjudicator is not agreed at the latest within 14 days of the reference of a dispute in accordance with these rules, then either Party may apply, with a copy of the application to the other Party, to the chairperson for the time being of the Association of Arbitrators (Southern Africa), to appoint an Adjudicator, and such appointment shall be final and conclusive.
- (c) The Adjudicator’s appointment may be terminated by mutual agreement of the Parties. The Adjudicator’s appointment shall expire when the Services have been completed or when any disputes referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

8.2.2 Terms of Appointment

- (a) The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.
- (b) The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the Services other than in accordance with these rules.
- (c) The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- (d) The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior

written consent of the Parties. The Adjudicator shall not without the consent of the Parties, assign or delegate any of his work under these rules or engage legal or technical assistance.

- (e) The Adjudicator may resign by giving 28 days' notice to the Parties, In the event of resignation, death or incapacity, termination or a failure or refusal to perform the duties of Adjudicator under these rules, the Parties shall agree upon a replacement Adjudicator within 14 days or paragraph 8.2.1 (b) shall apply.
- (f) The Adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.
- (g) If the Adjudicator shall knowingly breach any of the provisions of paragraph 8.2.2 (f) above or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

8.2.3 Payment

- (a) The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
- (b) The retainer fee, if applicable, shall be payment in full for:
 - (i) being available, on 28 days' notice, for all hearings and Site visits;
 - (ii) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
 - (iii) all services performed hereunder except those performed during the days referred to in paragraph 8.2.3 (c) below.
- (c) The daily fee shall be payable for each working day preparing for or attending Site visits or hearings or preparing decisions including any associated travelling time.
- (d) The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.
- (e) All payments to the Adjudicator shall be made by the Consultant who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to him within 30 days of receipt. The Adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period, The Adjudicator

may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.

- (f) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the Adjudicator and recover the sum paid from the Consultant.

8.2.4 Procedure for Obtaining Adjudicator's Decision

- (a) A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these rules.
- (b) The Adjudicator may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing, The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.
- (c) The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:
 - (i) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him;
 - (ii) make use of his own specialist knowledge, if any;
 - (iii) adopt an inquisitorial procedure;
 - (iv) decide upon the payment of interest in accordance with the Agreement;
 - (v) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute; and
 - (vi) refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.
- (d) All communications between either of the Parties and The Adjudicator and all hearings shall be in the language of the Agreement. All such communications shall be copied to the other Party.

- (e) No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these rules.

8.2.5 Notice of dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.”

SCHEDULE C-1: SUMMARY OF COST ESTIMATE

Ref No	Cost Elements	Total (Rand)
1.	Consultant's Staff Costs from SCHEDULE C-2	
	1. Inception 2. Detailed Planning & Documentation 3. Outage/Shutdown 4. Close out 5. Project Management	
	Subtotal Staff Costs	
	Total Fixed Fee on 1 at _____ %	
2.	Direct Costs from SCHEDULE C-5	
	1. Inception 2. Detailed Planning & Documentation 3. Outage/Shutdown 4. Close out 5. Project Management	
	Subtotal Direct Costs	
3.	Provisional Items entered by Client 1:	
	Provisional unforeseen events (Outage/Shutdown phase)	R500,000.00
	Subtotal of PS	
	Consultants' mark-up on at _____ %	
4.	Provisional Items entered by Client 2:	
	Adjudication Fees	
	Subtotal Provisional	
	TOTAL excluding Escalation	
	Escalation Personnel	
	Escalation Direct Reimbursable Costs	
	TOTAL including Escalation	
	VAT @ 15%	
	TOTAL COST ESTIMATE	

SCHEDULE C-2: DETAILS OF STAFF COSTS

Summary of staff cost

Ref. No.	Task No.	Description	Staff Time and Cost	
			Person months	Amount (R)
1	Inception			
1.1	Task 1			
1.2				
1.3				
	Sub-Total 1. (carry to Schedule C-1):			
2	Detailed Planning & Documentation			
2.1	Task 2			
2.2				
2.3				
	Sub-Total 2. (carry to Schedule C-1):			
3	Outage/Shutdown			
3.1	Task 3			
3.2				
3.3				
	Sub-Total 3. (carry to Schedule C-1):			
4	Close-out			
4.1	4.1	Task 4		
4.2	4.2			
4.3	4.3			
	Sub-Total 4. (carry to Schedule C-1):			
5	Project Management			
5.1	5.1	Task 5		
5.2	5.2			
5.3	5.3			
	Sub-Total 5			
TOTAL STAFF COST (Sub-Totals 1+2+3+4+5) :				

Detail of Staff Cost

Task No 1 Task Title _____ Inception _____

Ref. No.	Cost Element			Amount		
	Staff Category	Position or Title	Name	Person-months	Billing Rate	Consultant
H001	Level 11	PM	Tom	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Task Total (carry to Summary of Staff Costs)						

Task No 2 Task Title Detailed Planning & Documentation

Ref. No.	Cost Element			Amount		
	Staff Category	Position or Title	Name	Person-months	Billing Rate	Consultant
H001	Level 11	PM	Tom	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Task Total (carry to Summary of Staff Costs)						

Task No 3 Task Title Outage/Shutdown

Ref. No.	Cost Element			Amount		
	Staff Category	Position or Title	Name	Person-months	Billing Rate	Consultant
H001	Level 11	PM	Tom	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Task Total (carry to Summary of Staff Costs)						

Task No 4 Task Title Close out

Ref. No.	Cost Element			Amount		
	Staff Category	Position or Title	Name	Person-months	Billing Rate	Consultant
H001	Level 11	PM	Tom	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Task Total (carry to Summary of Staff Costs)						

Task No 5 Task Title Project Management

Ref. No.	Cost Element			Amount		
	Staff Category	Position or Title	Name	Person-months	Billing Rate	Consultant
H001	Level 11	PM	Tom	0.675	Value	Value
1.						
2.						
3.						
4.						
5.						
Task Total (carry to Summary of Staff Costs)						

SCHEDULE C-3: STAFF BILLING RATES

- The Tenderer shall supply the following data for each staff member.
- All positions should be indicated and names should be provided for all professional staff.
- Mark-up factor brought forward from Schedule C-4.
- Carry Billing Rates to Schedules C-2
- The period applicable to the Billing Rate is one calendar month
- Salary = Cost-To-Company Remuneration.

Average Cost-To-Company		Staff in Home Office			Staff Resident on Site		
Annual	Monthly	Category	Mark-up	Rate	Category	Mark-up	Rate
		H1			R1		
		H2			R2		
		H3			R3		
		H4			R4		
		H5			R5		
		H6			R6		
		H7			R7		
		H8			R8		
		H9			R9		
		H10			R10		
		H11			R11		
		H12			R12		
		H13			R13		

SCHEDULE C-4: STAFF MARK-UP FACTOR

- The following mark-up factors (multipliers) are to be provided.
- Carry total mark-up factors to Schedule C-3.

Ref No	Staff Category	Mark-up Factor (Multiplier) %
1	Staff in home office	
1.1	Cost-to-company remuneration	100
1.2	Overtime	
1.3	Company overhead	
1.4	Support Staff	
1.5	Other (to be detailed by the Consultant)	
TOTAL, as % of remuneration cost		
2	Staff resident on site	
2.1	Cost-to-company remuneration	100
2.2	Overtime	
2.3	Company overhead	
2.4	Support Staff	
2.5	Other (to be detailed by the Consultant)	
TOTAL as % of remuneration cost		

SCHEDULE C-5: SUMMARY OF DIRECT REIMBURSABLE COSTS

- The Consultant shall provide an estimate of his directly reimbursable costs, not covered in Schedule C-7, supported by fully detailed work-sheets on separate pages.
- Each work-sheet shall correspond to one item on this Summary Schedule.
- The Consultant shall add other items, as he deems necessary.

No.	ITEM	TASK					TOTAL
		1	2	3	4	5	
1	Local travel						
2	Staff relocations						
3	Per diem (nights away from home office)						
4	Monthly allowances for resident staff						
5	Cost of maintenance of equipment						
6	Consumable Materials/Supplies/Stationery/Paper, etc.						
7	Temporary office/staff accommodation						
8	Insurances						
9	Administrative handling charges						
10	Estimate of dues and charges						
11	Utility charges						
12	Vehicles for resident staff (supply, operation and maintenance)						
13	Office furniture for field office						
14	Office equipment (computers; hard & software & licensing, PABX, printers, copiers etc. for field inspections)						
15	Test equipment and consumables						
16	Telecommunication cost – on site						
17	Personal protective equipment						
18	Hand tools, torches and the like						
19	Resident staff accommodation						
	Total (carry to SCHEDULE C-1)						

SCHEDULE C-6: CASH FLOW

- (i) Using his programme and person-month schedule and his estimate of costs, the Consultant should provide here an estimated cash flow by month for the duration of his services, showing the following information:
- gross staff costs
 - net invoiced amounts for staff costs
 - fee
 - reimbursable costs
 - total invoiced amounts, by month
 - appropriate allowances for Provisional Sums and Contingencies as approved by the Client
- (ii) The cash flow should include escalation separately.

ANNEXURE A: COMPANY EXPERIENCE

FORM 1: COMPANY EXPERIENCE

Client Name	Project Description and Value	Services Provided (tick the relevant box)								Project Duration (Indicate month and year)		Name & Surname of Contact Person	Designation of Contact person	Contact Details
		Design, construction supervision and technical assistance to employers on steel pipelines of a diameter of > 1.5m.	Design, construction supervision and technical assistance, of machine bored pressure water tunnels.	Refurbishment of steel pipelines or steel lined tunnels of a diameter of > 1.5m.	Maintenance of pressurized water tunnels.	Management, planning, and technical inputs during planned maintenance, for events such as tunnel shutdowns and steel lining rehabilitation under wet conditions	Contracts administration and supervision of contractor works in tunnels and steel lining rehabilitation under wet conditions	Evaluation of Hydraulic Grade Lines	Experience in erosion control in rivers with a peak flow of at least 30 m ³ /s river flows	Start date	End date			
1.														
2.														
3.														
4.														
5.														

SIGNATURE: NAME OF BIDDER:

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

ANNEXURE B: PERSONNEL EXPERIENCE

PROJECT MANAGER

Name:	
ID or Passport No	
ECSA Registration No.	
PCMP Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (experience in design, construction or operations and routine/shutdown maintenance projects on bulk water infrastructure)
Total months experience						

TUNNEL ENGINEER

Name:	
ID or Passport No	
ECSA Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (Experience in design or operation and maintenance of machine bored tunnels)
Total months experience						

RESIDENT ENGINEER

Name:	
ID or Passport No	
ECSA Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (relevant experience on bulk water infrastructure supervision/monitoring and contract administration)
Total months experience						

CONTRACTS ENGINEER

Name:	
ID or Passport No	
ECSA Registration No.	
Or PQS Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (experience in contract and agreement documentation preparation, management and administration of infrastructure projects (at least R 30 mill per Opex project, R100 Mill per Capex project))
Total months experience						

CORROSION PROTECTION ENGINEER

Name:	
ID or Passport No	
ECSA Registration No.	
NACE Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (Experience on bulk water infrastructure preferably on maintenance for steel pipes in very wet conditions - of sizes of > 1.5m diameter, mechanical equipment's-pipes, valves, structural steel)
Total months experience						

WATER RESOURCES ENGINEER

Name:	
ID or Passport No	
ECSA Registration No.	

Name of Employer	Position	Start date (mth/yr)	End date (mth/yr)	Mths experience	Name of projects worked on	Description of relevant duties (Experience in erosion control in rivers with a peak flow of at least 30 m3/s river flows)
Total months experience						

CV'S OF KEY PERSONNEL AND TABLES

CV's to be submitted in accordance the following format:

SAMPLE CURRICULUM VITAE

Name:	
Profession:	
Date of Birth:	
Parent Firm:	
Position in Firm:	
Years with Firm:	
Nationality:	
BI & Male/Female Status:	
Tertiary Education (and year obtained):	
Professional Qualifications (and year obtained):	
Languages:	
Please indicate first language.	
If the first language is not English, please indicate proficiency in English. In other languages, please show speaking, reading and writing ability.	
Countries of Work Experience:	
PROPOSED POSITION ON TEAM	
KEY QUALIFICATIONS: Under this heading, give outline of staff member's experience and training most pertinent to the assigned work on the team.	
RELEVANT EXPERIENCE Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. For experience in last ten years, also give types of activities performed and client references where appropriate	
SUMMARY OF OTHER EXPERIENCE Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and locations of assignments.	

Declaration:

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in the Proposal for the Lesotho Highland Water Project (LHWP), for the durations and at the locations indicated therein.

Signature of Staff Member

Date

ANNEXURE C: FORM OF AGREEMENT

FORM OF AGREEMENT

This Agreement made on the _____ day of _____ 202..

between Trans-Caledon Tunnel Authority (“TCTA”) of Tuinhof Building, 265 West Avenue, Centurion (hereinafter called “the Client”) of the one part

and

_____ of _____

(hereinafter called “the Consultant”) of the other part.

Whereas the Client desires that certain Services should be performed by the Consultant, namely CONTRACT No. 69/2021/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1

and has accepted a Proposal by the Consultant for the performance of such Services,

Now this Agreement witnesses as follows:

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client/Consultant Model Services Agreement hereinafter referred to.
3. The following documents shall be solely deemed to form and read and be construed as part of the agreement and are listed in their order of precedence:
4.
 - (i) This Agreement;
 - (ii) The Letter of Acceptance;
 - (iii) The Memorandum of Understanding;
 - (iv) Schedules submitted by the Consultant as follows:
 - Schedules A-1 to A-7 inclusive;
 - Schedules C-1 to C-7 inclusive:
 - Annexure A – Company Experience Incl.
 - Annexure B – Personnel Experience Incl.

- (v) Appendices included in the Request for Proposal:
 - Appendix A - Scope of Services;
 - Appendix B – Personnel, Equipment, Facilities and Services of Others to be Provided by the Client (Not applicable);
 - Appendix C - Remuneration and Payment;
- (vi) The Particular Conditions of Contract;
- (vii) The General Conditions of Contract;
- (viii) The Annexures attached to the Request for Proposal.

5. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
6. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at times and in the manner prescribed by the Agreement.

In witness whereof the parties hereto have caused this Agreement to be executed in the presence of the subscribing witnesses on the date written above:

Authorised signature of the Client:

TCTA CHIEF EXECUTIVE OFFICER	DATE

 Signature of Witness
 Authorised signature of the Consultant

NAME	DATE
POSITION	

 Signature of Witness

ANNEXURE D: SBD 1 - REQUEST FOR BID

PART A - REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURE OR CONSORTIUMS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

ANNEXURE E : SBD 4 – DECLARATION OF INTEREST

DECLARATION OF INTEREST

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 Request for 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:

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

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

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

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

YES / NO

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

2.8 Did you or your spouse, or any of the company's directors/trustees/ shareholders/ members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

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

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

ANNEXURE F: SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following.

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES NO

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm	
VAT registration number	
Company registration number	

8.1 TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

- Partnership/Joint venture or consortium / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

8.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.3 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.4 Total number of years the company/firm has been in business:.....

8.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

<hr/>	
SIGNATURE(S) OF BIDDER(S)	
DATE:	
ADDRESS:	

ANNEXURE G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the 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?</p> <p>(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)?</p> <p>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	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

ANNEXURE H: SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder