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**CONSULTING SERVICES FOR THE MZIMVUBU WATER PROJECT FOR THE PROVISION
OF INTEGRATED WATER SERVICES MASTERPLAN AND IMPLEMENTATION
READINESS STUDY FOR AN ESTIMATED CONTRACT DURATION OF 12 MONTHS**

Bid Number:	051/2025/PMID/STUDY/RFB
Briefing Session:	A compulsory clarification meeting will be held with the representatives of the Client
Briefing Session Date and Time:	27 May 2026 at 10H00AM
Briefing Session Venue:	The meeting arrangements are as follows: Online: Microsoft Teams meeting details: Meeting ID: 376 508 240 447 366 Passcode: Hg6To7nr Join: https://teams.microsoft.com/meet/376508240447366?p=iZWNfyvFsi76YPP0jJ
Clarifications Deadline:	Request clarification of the bid documents, if necessary, by notifying the Client at least 5 (five) working days before the closing time stated in the RFB document.
Closing Date and Time:	18 June 2026 at 10H00AM
Bid Validity Period:	84 Calendar Days after the closing date stated in the RFB document
Bid Submission Physical Address:	Bid Submissions must be sent to: Trans Caledon Tunnel Authority (TCTA) Head Office 1st Floor Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157
Enquiries:	Name: Hlekane Maringa Email Address: tenders10@tcta.co.za
Bid Submission	Shall be in accordance with Section 2.5 of the RFB document

TABLE OF CONTENTS

1.	DEFINITIONS, ACRONYMS AND ABBREVIATIONS	1
2.	PREPARATION OF BID SUBMISSIONS	3
3.	BACKGROUND	4
4.	SCOPE OF SERVICES	11
5.	STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION	14
6.	STAGE 2: RETURNABLE DOCUMENTS	14
7.	STAGE 3 OF EVALUATION: FUNCTIONALITY	15
8.	STAGE 4 OF EVALUATION: PRICE AND SPECIFIC GOALS	19
9.	STAGE 5 OF EVALUATION: SUPPLIER VETTING	20
10.	CONDITIONS OF BID	21
	ANNEXURES	33

ANNEXURES	SBD	DESCRIPTION
A	N/A	COMPANY EXPERIENCE
B	N/A	PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL
C	N/A	METHODOLOGY
D	N/A	SANAS VERIFIED B-BBEE CERTIFICATE(S) OR SWORN AFFIDAVIT(S)
E	N/A	JOINT VENTURE AGREEMENT OR MEMORANDUM OF UNDERSTANDING AND DECLARATION OF JOINT AND SEVERAL LIABILITY
F	N/A	POWER OF ATTORNEY AND AUTHORITY FOR SIGNATORY
G	N/A	LETTER OF OFFER BY THE BIDDER
H	N/A	SUMMARY OF COST ESTIMATE
I	N/A	PERSONNEL COSTS
J	N/A	PERSONNEL BILLING RATES
K	N/A	PERSONNEL MARK-UP FACTORS
L	N/A	DIRECT REIMBURSABLE COSTS
M	N/A	CASH FLOW
N	N/A	MANPOWER SCHEDULE
O	N/A	PROGRAMME AND CHARTS
P	1	REQUEST FOR BID
Q	4	BIDDERS DISCLOSURE
R	6.1	SPECIFIC GOALS IN TERMS OF PPR 2022
S	N/A	AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT
T	N/A	SCHEDULE OF QUALIFICATIONS

1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

AGREEMENT	Means the Conditions of the Client/Consultant Model Services Agreement The General Conditions stipulated in the Fédération Internationale des Ingénieurs-Conseils (FIDIC) Clients / Consultant Model Services Agreement, Fourth Edition, 2006 and Particular Conditions) together with Appendix 1 [<i>Scope of Services</i>], Appendix 2 [<i>Personnel, Equipment, Facilities and Services of Others to be Provided by Client</i>], Appendix 3 [<i>Remuneration and Payment</i>], Appendix 4 [<i>Time Schedule for Services</i>], and any letter of offer and acceptance, or otherwise as specified in the Particular Conditions.
PROJECT	Means the project named in the Particular Conditions for which the Services are to be provided
SERVICES	Means the services defined in Scope of Services to be performed by the Consultant in accordance with the Agreement which comprise Normal Services, Additional Services and Exceptional Services.
WORKS	Means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.
CLIENT	Means the Party named in the Agreement, who employs the Consultant, and legal successors to the Client and permitted assignees.
CONSULTANT	Means the professional firm or individual named in the Agreement, who is employed by the Client to perform Services, and legal successors to the Consultant and permitted assignees.
FIDIC	Means <i>Federation Internationale des Ingenieurs-Conseils</i> , the international federation of consulting engineers.
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.
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
BID SUBMISSION / TENDER	Means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
CONSORTIUM OR JOINT VENTURE	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of an Agreement;
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day-to-day activities related to the contract
FIRM PRICES	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax,

	which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
LOWEST ACCEPTABLE BID	Means a bid that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PURCHASE ORDER (PO)	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
CMS	Catchment Management Strategy
TCTA	Trans-Caledon Tunnel Authority
DWS	Department of Water Affairs and Sanitation
IAP's	Invasive Alien plants
IFR	In-stream Flow requirements
NWA	National Water Act
NWRS	National Water Resources Strategy
SFR	Stream Flow Reduction
SMC	Study Management Committee
SMT	Study Management Committee
WMA	Water Management Area
TCTA	Trans-Caledon Tunnel Authority
WRC	Water Research Commission
WRPM	Water Resource Planning Model
WRYM	Water Resources Yield Model

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:
 - 2.2.1. 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 Bids 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;
 - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging;
 - 2.2.3. Contain a firm and unconditional price; and
 - 2.2.4. Bidders must submit their bids during office hours between 08:00am and 4:30pm, received by a TCTA representative.
- 2.3. TCTA reserves the right to reject bids that are not acceptable in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in section 10 of the Conditions of Bid.
- 2.4. Bidders must provide 2 (two) copies of the Bid submission and one electronic copy on an unencrypted USB
 - 2.4.1. USBs hard drives must **not** be password protected and must be free of any and all corruption and/or viruses.
 - 2.4.2. TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.
 - 2.4.3. Only pdf documents and electronic copy (Microsoft Excel) of the price schedules will be accepted and not in any other format unless specified in this bid document.
- 2.5. The Bid Submission shall be duly completed in full and signed, and shall be submitted as follows:
 - 2.5.1. One original proposal Bid Submission shall be sealed in an envelope endorsed:
"ORIGINAL BID SUBMISSION RFB No. 051/2025/PMID/STUDY/RFB CONSULTING SERVICES FOR THE MZIMVUBU WATER PROJECT: INTEGRATED WATER SERVICES MASTERPLAN AND IMPLEMENTATION READINESS STUDY".
 - 2.5.2. One copy of the proposal bid submission shall be sealed in an envelope endorsed:
"COPY OF BID SUBMISSION RFB No. 051/2025/PMID/STUDY/RFB CONSULTING SERVICES FOR THE MZIMVUBU WATER PROJECT: INTEGRATED WATER SERVICES MASTERPLAN AND IMPLEMENTATION READINESS STUDY".
 - 2.5.3. USBs hard drive containing Electronic copy (Microsoft Excel) of the price schedules.

- 2.6. This Bid has 5 (Five) 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.
- 2.7. The bidder and all its consortium/JV members must provide their Tax Compliance Status Pin and proof of registration on the Central Supplier Database for TCTA to verify the bidder's status quo.
- 2.8. Telephonic, telegraphic, telex, facsimile, electronic or emailed bids will not be accepted.

3. BACKGROUND

Trans-Caledon Tunnel Authority (TCTA) is a public sector entity, established in terms of Notice No. 2631 published in Government Gazette No. 10545 dated 12 December 1986, as amended by Notice No. 277 published in Government Gazette No. 21017 dated 24 March 2000 and listed in Schedule 2 of the Public Finance Management Act of 1999. TCTA implements large infrastructure projects ("Projects") for the supply of bulk raw water on behalf of the Department of Water and Sanitation (DWS) through Directives issued by the Minister of Water and Sanitation ("The Minister").

3.1 Project Overview

The Mzimvubu Water Project (MWP) is a strategic, multi-purpose infrastructure project initiated by the Department of Water and Sanitation (DWS) to harness the water resources of the Mzimvubu River in the Eastern Cape Province. The project aims to provide reliable water supply to communities, accelerate socio-economic development in one of South Africa's poorest regions, enable bulk irrigation, and provide long-term water security to Gauteng, Nelson Mandela Bay, and Buffalo City through inter-basin transfers.

Following three unsuccessful Budget Facility for Infrastructure (BFI) applications, the project was reconfigured in June 2023, reducing the total cost from R17.9 billion to approximately R8.1 billion (at 2017 prices) by deferring the Lalini Dam and Hydropower Scheme and restructuring the bulk distribution approach.

National Treasury's assessment identified a critical gap: insufficient evidence of the readiness of Water Services Authorities (WSAs) to absorb and utilise the additional raw water yield of the Ntabelanga Dam. A review of WSA planning confirmed that each authority had been planning in isolation, resulting in fragmented, duplicative infrastructure proposals that do not leverage economies of scale and cannot demonstrate the integrated demand necessary to justify the project's investment case.

The Department of Water and Sanitation (DWS) has accordingly engaged the Trans-Caledon Tunnel Authority (TCTA) to procure a Professional Service Provider (PSP) to conduct a comprehensive Integrated Water Services Masterplan and Implementation Readiness Study. The study will consolidate existing WSA planning, assess infrastructure gaps, develop a

regionally integrated bulk water supply configuration, and produce a funded, prioritised pipeline of projects aligned to available grant funding streams. The outcomes are critical to securing BFI approval and advancing the MWP to full implementation.

A background to this Call for Proposals, together with the Terms of Reference (ToR) governing the assignment, is set out in the sections that follow.

3.1.1 BFI Application and Project Reconfiguration

The Department of Water and Sanitation (DWS) submitted an application to National Treasury's Budget Facility for Infrastructure (BFI) for funding of the Mzimvubu Water Project (MWP). The application was unsuccessful on the grounds that insufficient evidence was provided to demonstrate the value proposition of the Ntabelanga Dam, specifically in relation to the readiness of Water Services Authorities (WSAs) to absorb and utilise the additional raw water yield that the dam would make available.

Following three unsuccessful BFI applications, the project was reconfigured in June 2023. The reconfiguration reduced the total project costs from R17.9 billion to approximately R8.1 billion (at 2017 prices) by deferring the Lalini Dam and Hydropower Scheme (Stage 4) and restructuring the bulk distribution approach. Notwithstanding this reconfiguration, several material gaps remained unresolved, gaps that were central to the failure of the BFI applications and that must be addressed to secure fiscal approval and enable implementation.

3.1.2 The Need for an Integrated Water Supply Plan

A review of the water services planning being undertaken by the respective WSAs revealed that each authority has, understandably, been developing its infrastructure plans in isolation, with project identification and sizing driven by stand-alone demand projections rather than by an integrated assessment of the regional water supply system. As a result, no consolidated and integrated plan currently exists to enable the efficient uptake and distribution of water from the Ntabelanga Dam across all WSAs in a coordinated manner.

The consequence of implementing projects on this fragmented basis is that the economies of scale inherent in a regionally integrated bulk water supply system would not be realised. Infrastructure duplication, such as each WSA procuring a dedicated raw water conveyance pipeline from the dam, rather than a single shared bulk main serving the full scheme, would result in significant cost escalation in both capital expenditure and ongoing operations and maintenance. This would materially compromise the long-term financial sustainability and operational viability of the project.

The development of an integrated, system-wide supply plan, one that optimises the configuration of bulk and reticulation infrastructure to serve all WSAs in the most economical and technically efficient manner, is therefore fundamental to the financial bankability and implementation readiness of the Mzimvubu Water Project.

Please see Figure 1 general location of Study Area.

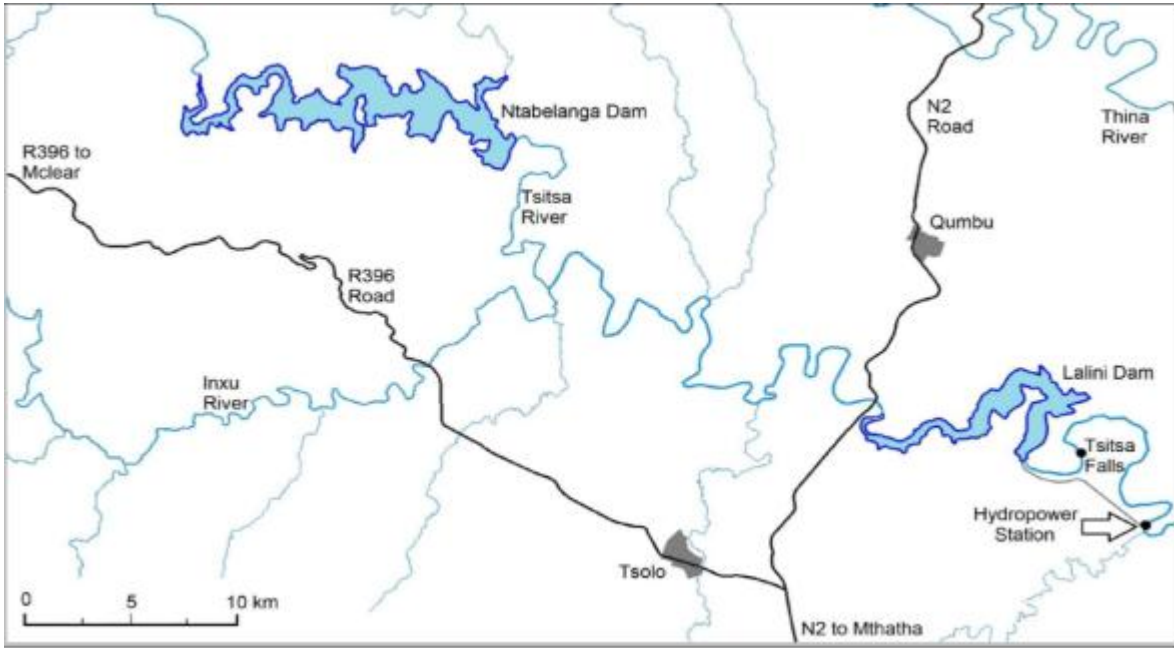


Figure 1: General location of Study Area

3.1.3 Purpose of the Study

The Department of Water and Sanitation (DWS) has engaged the Trans-Caledon Tunnel Authority (TCTA) to manage the appointment of a suitably qualified Professional Service Provider (PSP) to conduct a comprehensive planning and feasibility study in support of the reconfigured Mzimvubu Water Project (MWP).

The study is intended to optimise the developmental benefits arising from the reconfigured project scope, with specific focus on the Ntabelanga Dam and its associated water supply infrastructure. It will consolidate existing planning work undertaken by the relevant Water Services Authorities (WSAs), identify gaps and deficits in bulk water supply and reticulation infrastructure, and develop a prioritised pipeline of projects across the full footprint of the scheme. The study will further produce the financial models necessary to demonstrate project affordability, confirm funding requirements, and support applications to the applicable funding streams.

The outcomes of this study are critical to unlocking the fiscal approval and capital funding required to advance the Mzimvubu Water Project to full implementation.

3.1.4 Overview of the Proposed Study

To address the gaps identified by National Treasury, a comprehensive bridging study is proposed. The study will assess the capacity of existing bulk water supply and reticulation infrastructure across the relevant Water Services Authority areas against the projected infrastructure requirements necessary to abstract, treat and distribute the additional raw water to be released by the Ntabelanga Dam. The bridging study will further identify the capital investment and planning interventions required to

enable WSAs to take up the full water yield of the project and deliver treated water to the communities it is intended to serve.

A key output of the study will be an options analysis, underpinned by full lifecycle costing, to determine the most technically and financially viable water supply configuration for the scheme. The analysis will evaluate, at minimum, two principal options: a centralised Water Treatment Works (WTW) model, under which potable water is treated at a single facility and distributed to WSAs for onward reticulation; and a decentralised model, under which raw water is conveyed to individual WSAs who treat and distribute potable water within their respective areas of supply. The recommended option will be substantiated by comparative lifecycle cost modelling and will inform the configuration of the project pipeline.

All existing planning studies, designs and investigations relevant to the project area will be incorporated into the masterplan and will form the baseline against which the infrastructure gap is assessed and the project pipeline developed.

3.1.5 Funded Pipeline and Implementation Framework

On the basis of this assessment, the study will develop a prioritised pipeline of bulk water supply and reticulation infrastructure projects to be implemented by the relevant Water Board, Water Services Authorities (WSAs), or any other nominated Implementing Agent. The pipeline will provide the implementation roadmap necessary to deliver reliable and sustainable potable water services to the communities dependent on the Ntabelanga Dam as their primary water source.

Once the project pipeline has been developed and costed, the appointed PSP will align available funding streams, including the Municipal Infrastructure Grant (MIG), Regional Bulk Infrastructure Grant (RBIG), Water Services Infrastructure Grant (WSIG), Budget Facility for Infrastructure (BFI), and internal revenue sources, to the identified projects. This alignment process will culminate in a fully funded project pipeline, supported by a phased implementation plan that matches capital requirements to confirmed or anticipated funding allocations.

The funded pipeline will be incorporated into the Water Services Development Plans (WSDPs) of the respective WSAs. DWS will, in turn, base its recommendations and approvals of grant funding exclusively on projects included in the WSDPs, thereby ensuring full alignment between the implementation plan and the disbursement of grant funding. This approach will entrench fiscal discipline and prevent the approval of funding for projects that fall outside the agreed implementation framework.

The funded pipeline will further serve as the primary reference for determining the appropriate Implementing Agent (IA) for each project, as well as the level of planning and documentation required to support funding applications under the relevant funding streams. This will guide the appointment of IAs in partnership with the WSAs and provide a structured basis for the rollout of project implementation across the scheme.

3.2 Company Experience

The bidders should have company experience in the in the following:

- Experience in water services infrastructure planning,
- Technical knowledge of water and wastewater infrastructure and related environmental, legal and land matters,
- Experience in master-planning,
- Experience in life-cycle costing and options analysis,
- Experience in project identification and prioritisation,
- Ability to develop funding models.
- Prior involvement in comparable Eastern Cape water infrastructure projects will be an added advantage, and not a must.
- Experience in working with National Treasury BFI unit, Water Boards and District Municipalities.
- Ability to complete the studies in a period of twelve (12) months evidenced through the submission of a work plan, Ms Project or Excel proposed implementation programme.

Please refer to the requirements and instructions on how to complete the form in **Annexure A**. TCTA will evaluate the bidder's company experience as per the stipulated Functionality Criteria per **Stage 3: Functionality Criteria**.

3.3 Personnel Experience

The bidder should provide the details of all the personnel who will execute the required services. In addition, the bidder is required to submit the CV of key personnel identified by TCTA for evaluation as per **Stage 3: Functionality Criteria**. Please refer to the requirements and instructions on how to complete the forms and tables in **Annexure B**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. **Annexure S**: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).TCTA will evaluate the bidder's personnel qualifications and experience as per the stipulated Functionality Criteria.

3.4 Methodology

This part of the proposal shall be a narrative in which the Tenderer shall demonstrate his understanding of the assignment of each task by indicating the nature of the project and what he considers are the objectives and the desired end products of the services to be provided. This also would be the place in which to draw attention to any significant variations or innovations that the Tenderer might wish to propose to the requirements stated in the Scope

of Services. The tenderer shall clearly describe the method by which it intends to implement the project.

The tender may not be accepted; if in the opinion of the client, it presents any risk in relation to the implementation of the project due to inadequate or poor proposed execution methodology, failing to demonstrate understanding of the assignment of each proposed task or any unacceptable significant variations.

3.5 Manpower Schedule

The bidder should provide a manpower or staffing form/schedule to execute the required services. Please refer to the requirements and instructions on how to complete the form/schedule in **Annexure N**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.6 Programme and Charts

The bidder should provide charts and graphs for the execution of the services, i.e. time schedule of services (programme). Please refer to the requirements in **Annexure O**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.7 Cash Flow

The bidder should provide a cash flow based on the manpower schedule and programme and charts requirements below. Please refer to the requirements in **Annexure M**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

The PSP must note that although the final costing of this PEP will be a lump sum, all work claimed under this PEP will be on a time & cost basis related to the deliverable/ outputs related to each task and not lump sum claims.

Total amount claimed under this PEP cannot exceed the total tendered amount for this PEP. The PSP quote has to include all specialist studies that will be required to meet the various requirements.

NOTES

Please note that the PSP must quote the full PEP requirements, including Specialist Studies where required. Any exclusions will result in automatic disqualification.

3.8 Letter of Offer by the Bidder

The bidder must provide the letter of offer per the FIDIC Client/Consultant Model Services Agreement. Please refer to the requirements in **Annexure G**.

3.9 Summary of Cost Estimate

The bidder must provide a summary of the estimate per the form/schedule in **Annexure H**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.10 Personnel Costs

The bidder should provide the costs of all personnel per the forms/schedules in **Annexure I**. Please refer to the requirements and instructions on how to complete the forms/schedules in **Annexure I**.

3.11 Personnel Billing Rates

The bidder should provide the billing rates for all personnel per the form/schedule in Annexure I. Please refer to the requirements and instructions on how to complete the form/schedule in **Annexure J**.

3.12 Personnel Mark-up Factors

The bidder should provide the mark-up factors for all personnel per the form/schedule in Annexure J. Please refer to the requirements and instructions on how to complete the form/schedule in **Annexure K**.

3.13 Direct Reimbursable Costs

The bidder should provide their direct reimbursable costs. Please refer to the requirements and instructions on how to complete the form/schedule in **Annexure L**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.14 Joint Venture Agreement or Memorandum of Understanding and Declaration of Joint and Several Liability

The bidder should provide the relevant agreement/memorandum and declaration (**Annexure F**) if bidding as a joint venture or consortium per the requirements of the Conditions Bid (“Joint venture or consortium agreement”) below.

3.15 Power of Attorney and Authority for Signatory

The bidder should provide the relevant documents per **Annexure E**.

4. SCOPE OF SERVICES

4.1. DETAILED DESCRIPTION OF SERVICES

4.1.1. Infrastructure Assessment and Gap Analysis

The appointed PSP shall conduct a comprehensive assessment of existing bulk water supply and reticulation infrastructure across the services areas of all WSAs within the Mzimvubu Water Project footprint, covering OR Tambo, Alfred Ndzo, and Joe Gqabi District Municipalities. The assessment shall benchmark current infrastructure capacity against the projected demand for treated water arising from the commissioning of the Ntabelanga Dam, and shall quantify all infrastructure gaps and deficits, at both bulk conveyance and reticulation levels, that must be addressed to enable full uptake of the dam's water yield.

All existing planning studies, designs, investigations and Water Services Development Plans (WSDPs) prepared by or for the relevant WSAs shall be incorporated into the assessment as a baseline. The PSP shall identify where existing planning is adequate, where it requires revision or augmentation, and where planning has not yet commenced.

4.1.2. Options Analysis and Water Supply Configuration

The PSP shall conduct a structured options analysis, underpinned by full lifecycle costing, to determine the most technically sound and financially viable water supply configuration for the scheme. The analysis shall evaluate, at minimum, the following principal configurations:

- A centralized Water Treatment Works (WTW) model, under which raw water from the Ntabelanga Dam is treated at a single regional facility and potable water distributed to WSAs for onward reticulation to communities.
- A decentralized model, under which raw water is conveyed via a shared bulk main to individual WSAs, who treat and distribute potable water within their respective areas of supply.
- A hybrid configuration combining elements of both, where technically or economically justified.

The recommended configuration shall be supported by comparative lifecycle cost modelling, demand projections, and an assessment of institutional capacity among the relevant WSAs to operate and maintain the proposed infrastructure.

4.1.3. Masterplan and Prioritized Project Pipeline

On the basis of the infrastructure assessment and preferred supply configuration, the PSP shall develop an Integrated Masterplan for the bulk water supply and reticulation infrastructure required to serve all WSAs within the MWP footprint. The Masterplan shall define the full suite of infrastructure projects, both bulk and reticulation, required for implementation by the relevant Water Board, WSAs, or nominated Implementing Agents, and shall present these projects in a prioritized, sequenced pipeline linked to the construction and commissioning timeline of the Ntabelanga Dam.

Each project in the pipeline shall be defined by scope, estimated capital cost, implementation responsibility, indicative timeline, and the funding stream for which it qualifies. The pipeline shall be structured to demonstrate a clear and credible pathway from dam commissioning to full potable water service delivery across all communities within the project footprint.

4.1.4. Funding Alignment and Funded Pipeline

The PSP shall align the prioritized project pipeline to available funding streams, including the Municipal Infrastructure Grant (MIG), Regional Bulk Infrastructure Grant (RBIG), Water Services Infrastructure Grant (WSIG), Budget Facility for Infrastructure (BFI), and internal revenue sources of the relevant WSAs and DWS. This process shall produce a fully funded project pipeline in which each project is matched to a confirmed or credible funding source, together with a phased implementation plan that aligns capital requirements to anticipated funding allocations over the applicable Medium-Term Expenditure Framework (MTEF) cycles.

The funded pipeline shall be structured for direct incorporation into the WSDPs of the respective WSAs, consistent with the requirement that DWS grant funding approvals be based exclusively on projects reflected in approved WSDPs.

4.1.5. Financial Modelling and BFI Application Support

The PSP shall develop the financial models necessary to demonstrate the affordability, fiscal sustainability and value proposition of the reconfigured MWP. This shall include a Consolidated Full-Cost and Affordability Report covering capital, operating, maintenance and financing costs across all project stages over the full lifecycle of the scheme, suitable for presentation to the MTEC and National Treasury.

The PSP shall further support the preparation of a revised BFI application package or equivalent Treasury funding motivation, incorporating the outcomes of the infrastructure assessment, options analysis, and funded pipeline as evidence of WSA readiness and integrated demand.

4.1.6. Stakeholder Engagement and Institutional Alignment

The PSP shall facilitate structured engagement with all relevant WSAs, the relevant Water Board, District Municipalities, DWS and TCTA to consolidate planning inputs, validate infrastructure assessments and confirm institutional roles and responsibilities. The PSP shall further support the negotiation and conclusion of off-take agreements (water supply agreements) between DWS and each of the three District Municipalities, specifying committed water volumes, tariff principles and payment obligations.

These agreements are a specific requirement of the BFI technical assessment and are essential to demonstrating committed demand for the Ntabelanga Dam.

Tasks:-

Task 1: Inception Report inclusive of gap assessment reports.

Task 2: Options Analysis Report.

Task 3: Mzimvubu Integrated Water Services Masterplan

Task 4: Fundable Implementation Programme for Prioritized Pipeline of Projects

Task 5: Cost and Affordability Report and Funding Model

Task 6: Stakeholder Engagement and Alignment

Task 7: Project Management

Task 8: Skills Development as per CIDB B.U.I.L.D. Programme

Refer to **Appendix 1**: Scope of Services forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. annexure: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

4.2. Deliverables

The key outputs will, amongst other things, include the following:

1. Produce an inception report, inclusive of the infrastructure gap assessment report, water demand analysis and consolidated WSA planning baseline.
2. Produce an options analysis report detailing the WTW upgrade feasibility assessment and updated cost estimates.
3. Produce a masterplan, including a prioritised pipeline of projects, aligned to the reconfigured Mzimvubu Water Project, which reflects the areas to be served.
4. Estimate costs to implement the various recommended bulk services projects per demand area/zone and produce a full cost-affordability report.
5. Develop a fundable implementation programme for the rollout of the pipeline of projects.
6. Develop a multi-year funding model, based on available funding streams, inclusive of revised BFI application.
7. Provide recommendations regarding implementation actions, which includes assistance with funding applications and support documentation
8. Stakeholder alignment inclusive of signed MoAs, off-take agreements, FOCAC project brief and Stakeholder engagement plan.
9. Study Management Meetings – reports and minutes
10. Study Technical Support Group Meetings – reports and minutes

11. Study Steering Committee Meetings – reports and minutes
12. Stakeholder Engagement Workshops
13. Monthly Progress Reports.
14. Fully consolidated Integrated Water Services Masterplan and Implementation Readiness Report (incorporating all eight tasks)

EVALUATION OF BID RESPONSES

5. STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION

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

Failure to attend a compulsory briefing session, the bidder will be removed at this stage and not be evaluated further.

6. STAGE 2: RETURNABLE DOCUMENTS

All returnable documents are required for purposes of evaluation irrespective of whether they are designated mandatory or not.

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified and not evaluated further.

a) Non-Mandatory - Administrative and Compliance Documents

No.	DOCUMENT TYPE	DESCRIPTION	Mandatory / Non-Mandatory
1	CONTRACTING	METHODOLOGY	Non-Mandatory
2	CONTRACTING	MANPOWER SCHEDULE	Non-Mandatory
3	CONTRACTING	PROGRAMME AND CHARTS	Non-Mandatory
4	CONTRACTING	CASH FLOW	Non-Mandatory
5	CONTRACTING	PERSONNEL COSTS	Non-Mandatory
6	COMPLIANCE	REQUEST FOR BID (SBD1)	Non-Mandatory
7	COMPLIANCE	BIDDERS DISCLOSURE (SBD 4)	Non-Mandatory
8	COMPLIANCE	PREFERENCE POINTS CLAIM FORM IN TERMS OF PPR 2022 (SBD 6.1)	Non-Mandatory
9	COMPLIANCE	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Non-Mandatory
10	COMPLIANCE	TAX COMPLIANCE STATUS	Non-Mandatory
11	COMPLIANCE	SANAS VERIFIED B-BBEE CERTIFICATE OR SWORN AFFIDAVIT	Non-Mandatory

b) Mandatory – Documents for Evaluation

No.	DOCUMENT TYPE	DESCRIPTION	Mandatory / Non-Mandatory
12	PRICE	SUMMARY OF COST ESTIMATE	Mandatory

Failure to submit the mandatory returnable documents, the bidder will be removed at this stage and not be evaluated further.

c) Non-Mandatory - Documents for Evaluation Purposes

No.	DOCUMENT TYPE	DESCRIPTION	Mandatory / Non-Mandatory
13	FUNCTIONALITY	COMPANY EXPERIENCE	Non-Mandatory
14	FUNCTIONALITY	PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL	Non-Mandatory
15	COMPLIANCE	SANAS/CIPIC VERIFIED B-BBEE CERTIFICATE OR SWORN AFFIDAVIT	Non-Mandatory
16	COMPLIANCE	SUB-CONTRACTING AGREEMENT AND SUPPORTING DOCUMENTS	Non-Mandatory

d) Non-Mandatory - Agreement and Commitment by bidders

No.	DOCUMENT TYPE	DESCRIPTION	Mandatory / Non-Mandatory
17	AGREEMENT	JOINT VENTURE AGREEMENT OR MEMORANDUM OF AGREEMENT AND POWER OF ATTORNEY	Non-Mandatory
18	AGREEMENT	DECLARATION OF JOINT AND SEVERAL LIABILITY	Non-Mandatory
19	AGREEMENT	SUB-CONTRACTING AGREEMENT AND SUPPORTING DOCUMENTS	Non-Mandatory
20	COMMITMENT	SCHEDULE OF QUALIFICATIONS	Non-Mandatory
21	AGREEMENT	AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE FIDIC CLIENT/CONSULTANT MODEL SERVICES AGREEMENT	Non-Mandatory
22	COMMITMENT	MANPOWER OR STAFFING FORM/SCHEDULE	Non-Mandatory
23	COMMITMENT	PROGRAMME AND CHARTS	Non-Mandatory
24	COMMITMENT	A CASH FLOW BASED ON THE MANPOWER SCHEDULE AND PROGRAMME AND CHARTS.	Non-Mandatory
25	PRICE	FORM OF OFFER / LETTER OF OFFER BY THE BIDDER	Non-Mandatory
26	PRICE	PERSONNEL BILLING RATES	Non-Mandatory
27	PRICE	PERSONNEL MARK-UP FACTORS	Non-Mandatory
28	PRICE	DIRECT REIMBURSABLE COSTS	Non-Mandatory

7. STAGE 3 OF EVALUATION: 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.

No.	Functionality	Sub-Criteria score	Maximum score
1	Company Experience: (Refer to Annexure A for detailed requirements)		

No.	Functionality	Sub-Criteria score	Maximum score
1.1	<p>Bulk Water Supply and Integrated Water Services Planning: Past Experience of the company in the field of integrated bulk water supply and water services infrastructure planning, including the development of regional water supply masterplans, infrastructure gap assessments, and prioritized project pipelines for Water Service Authorities (WSAs), Water Boards and District Municipalities.</p> <p>Experience should be demonstrated by listing projects where the firm was the Lead or Primary Consultant, with specific reference to projects involving the integration of multiple WSA planning frameworks into a single regional infrastructure masterplan.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> - 10 or more relevant projects listed: 10 points - 8 - 9 relevant projects listed: 8 points - 6 – 7 relevant projects listed: 6 points - 4 – 5 relevant projects listed: 4 points - 1 – 3 relevant projects listed: 2 points - Irrelevant or no projects listed: 0 points 	10	
1.2	<p>Water Demand Analysis and Scenario Development Past experience of the company in the field of developing a multi-sector water demand analyses and projections for government departments, municipalities, Water Service Authorities, irrigation schemes and industrial users.</p> <p>Experience should include the development of demand scenarios that explicitly link projected demand growth to the scale, timing, and configuration of bulk water supply infrastructure, and that have been used to support government funding applications or infrastructure investment decisions.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> - 10 or more relevant projects listed: 10 points - 8 - 9 relevant projects listed: 8 points - 6 – 7 relevant projects listed: 6 points - 4 – 5 relevant projects listed: 4 points - 1 – 3 relevant projects listed: 2 points - Irrelevant or no projects listed: 0 points 	10	40
1.3	<p>Options Analysis, Water Supply Configuration and Lifecycle Costing Past experience of the company in the field of conducting structured options analyses for bulk water supply configurations, including the comparative assessment of centralized and decentralized Water Treatment Works models, underpinned by full lifecycle costing.</p> <p>Experience should demonstrate the firm’s ability to develop and model alternative water supply configurations and to produce recommendations that are defensible for submission to National Treasury or equivalent oversight bodies.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> - 10 or more relevant project listed: 10 points - 8 - 9 relevant projects listed: 8 points - 6 – 7 relevant projects listed: 6 points - 4 – 5 relevant projects listed: 4 points - 1 – 3 relevant projects listed: 2 points 	10	

No.	Functionality	Sub-Criteria score	Maximum score
	- Irrelevant or no projects listed: 0 points		
1.4	<p>Infrastructure Funding Alignment and Large-Scale Project Financial Viability Past experience of the company in the field of large-scale water infrastructure project development and financial viability assessment, including the alignment of project pipelines to public sector funding streams (MIG, RBIG, WSIG, BFI and equivalent grants), the development of multi-year funded implementation plans, and the preparation of funding applications or fiscal motivations submitted to National Treasury or the Budget Facility for Infrastructure.</p> <p>Experience should include projects where the firm's financial modelling or funding alignment work directly supported a successful capital funding approval.</p> <p>Experience should be demonstrated by listing the projects where you were the main Consultant. Points will be allocated as follows:</p> <ul style="list-style-type: none"> - Above 10 years: 10 points - Above 6 to 10 years: 8 points - Above 4 to 6 years: 6 points - Above 2 to 4 years: 4 points - To 2 years: 2 points - No projects listed 0 points. 	10	
Subtotal		40	
2	Personnel Experience: CVs of Key Personnel (Refer to Annexure B for detailed requirements)		
2.1	<p>Study Leader: The incumbent must be a registered Professional Engineer (Pr. Eng) (with ECSA or recognized institution according to the Washington Accord) and have experience in project management, and similar/comparable integrated bulk water supply and water services infrastructure planning.</p> <p>Experience should be demonstrated by listing the projects and clearly indicating number of years of related experience in the abridged CV documents attached as part of the proposal. Points will be allocated as follows:</p> <ul style="list-style-type: none"> - Above 10 years: 15 points - Above 8 to 10 years: 12 points - Above 6 to 8 years: 9 points - Above 4 to 6 years: 6 points - Less than 4 years: 3 points - No projects listed 0 points. 	15	60
2.2	<p>Deputy Study Leader: The incumbent must be a registered Professional Engineer (Pr. Eng) (with ECSA or recognized institution according to the Washington Accord) or registered Professional Scientist (Pr. ScieNat) (SACNASP) and have experience in project management, and similar/comparable integrated bulk water supply and water services infrastructure planning.</p> <p>Experience should be demonstrated by listing the projects and clearly indicating number of years of related experience in the abridged cv documents attached as part of the proposal. Points will be allocated as follows:</p> <ul style="list-style-type: none"> - Above 10 years: 15 points 	15	

No.	Functionality	Sub-Criteria score	Maximum score
	<ul style="list-style-type: none"> - Above 8 to 10 years: 12 points - Above 6 to 8 years: 9 points - Above 4 to 6 years: 6 points - Less than 4 years: 3 points - No projects listed 0 points. 		
2.3	<p>Financial Modelling Resource: The incumbent must have a degree in Accounting, Economics or Finance (NQF 7) and must be a registered Professional Accountant / Principal Investment Specialist (or internationally recognized equivalent) and have experience in the development of multi-year financial models for large-scale public-sector water infrastructure projects. Demonstrated experience in preparing successful BFI applications or equivalent National Treasury funding submissions.</p> <p>Experience should be demonstrated by listing the projects in the abridged cv documents attached as part of the proposal. Points will be allocated as follows:</p> <ul style="list-style-type: none"> - Above 10 years: 15 points - Above 8 to 10 years: 12 points - Above 6 to 8 years: 9 points - Above 4 to 6 years: 6 points - Less than 4 years: 3 points - No projects listed 0 points. 	15	
2.4	<p>Stakeholder Engagement Specialist/Manager The incumbent must have a degree in Communications or Development Studies (NQF 7) and have at least five (5) years' experience in social and stakeholder facilitation, and drafting of inter-governmental memoranda of agreements.</p> <p>Experience should be demonstrated by listing the projects in the abridged cv documents attached as part of the proposal. Points will be allocated as follows: Points will be allocated as follows:</p> <ul style="list-style-type: none"> - Above 10 years: 15 points - Above 8 to 10 years: 12 points - Above 6 to 8 years: 9 points - Above 4 to 6 years: 6 points - Less than 4 years: 3 points - No projects listed 0 points. 	15	
	Subtotal	60	
	TOTAL	100	100
	Minimum Threshold for overall Functionality		60

Bidders who do not meet the threshold of 60 points out of the 100 points under Functionality criteria will be disqualified at the end of this stage and not evaluated further.

TCTA reserves the right to engage with references or referees provided as part of the technical submission. Any misrepresentation which may be found as a result of reference verifications may render this submission invalid or a score of zero may be allocated to the criteria in question. These provisions will be applied on a case-by-case basis within the sole discretion of the bid evaluation committee.

8. STAGE 4 OF EVALUATION: PRICE AND SPECIFIC GOALS

8.1. Points for this bid shall be awarded for:

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

The applicable preference point system for this tender is the 80/20 preference point system.

a) PRICE

TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

If the price offered by the highest scoring bidder is not market related, TCTA may negotiate a market-related price.

Price must be reflected Excluding and Including VAT.

All prices must include disbursements.

Prices must be firm and in Rands

The following formula will be used to calculate the points out of 80 for price in bids with a Rand value less than R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where-

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

b) SPECIFIC GOALS

The Specific goals for the bid and points claimed are indicated per the table below where the 80/20 preference point system is applicable,

SPECIFIC GOALS	MAXIMUM POINTS ALLOCATED OUT OF 20
Have a specific BBBEE Contributors status level;	20

The following table will be used to calculate the points out of 20 for B-BBEE of the bidding entity:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A joint venture or consortium must submit a consolidated B-BBEE certificate based on the weighted members participation in order to earn B-BBEE points.

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.

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

- 8.2.** The Client 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 organ of state.

The points below indicate the required proof of B-BBEE status to claim points for specific goal:

- a) A valid sworn affidavit by the authorized deponent for an EME/QSE enterprise. Bidders will not score specific goals points if the sworn affidavit does not comply with the minimum requirements for a valid B-BBEE Sworn Affidavit in terms of the B-BBEE Commission.
- b) Valid B-BBEE certificate issued by SANAS accredited verification agency
- c) A valid B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)

9. STAGE 5 OF EVALUATION: SUPPLIER VETTING

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

- a) Submits fraudulent information or information that they do not have to authority to submit;
- b) Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar
- c) Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;

- d) 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
- e) 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. Does not have the legal capacity to enter into the contract.
- f) is; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- g) Does not comply with the legal requirements, if any, stated in the tender data; and
- h) is not able, in the opinion of the employer, to perform the contract free of conflicts of interest

10. 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.

10.1. Costs of Bidding

- a) 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.
- b) 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.

10.2. Clarifications

10.2.1. Clarification of bid documents

- a) 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. Request clarification of the bid documents, at least five (5) working days before the closing date or stipulated in the bid document.

- b) TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

10.2.2. Clarification of bid offer after submission

- a) Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures. 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.
- b) It is the tenderers obligation to provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. The clarification does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so

10.3. Amendments/Addendum

10.3.1. 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 National Treasury E-Tender portal and TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time

10.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.

10.3.3. 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.

10.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.

10.3.5. 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.

10.3.6. 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.

10.3.7. The tenderer shall acknowledge receipt of addenda to the tender documents, which the employer may issue, and take the addenda into account when submitting a bid.

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

10.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.

10.4.2. Any amendment or alteration to the Bid submission/proposal 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.

10.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.

10.4.4. 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.

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations

10.5. Validity Period

10.5.1. 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.

10.5.2. 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.

10.5.3. 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.

10.5.4. 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.

10.6. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

10.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.

10.6.2. 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.

10.6.3. 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.

10.6.4. 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”).

10.6.5. 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.

10.6.6. We may collect the following information about you:

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

10.6.7. 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.

10.6.8. Why we collect Personal Information

10.6.9. Employee and Contractor Information

- a) To Remunerate the person.
- b) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations

Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.

- c) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- d) To conduct criminal, credit, employment reference and other related reference checks.
- e) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

10.6.10. Client Information

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

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

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

10.6.12. Sources of Personal Information

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

10.6.13. The Storage of Personal Information

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

10.6.14. Sharing of Personal Information

- a) Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- b) To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such

information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.

- d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

10.6.15. Your Rights regarding your Personal Information

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

10.6.16. 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.

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

10.7. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

10.7.1. 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.

10.7.2. 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.

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

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

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

10.8. 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 due to below:

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

10.9. Alternative bid offers

Unless otherwise stated in the bid document, submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Accept that an alternative tender offer must be based only on the criteria stated in the bid document or criteria otherwise acceptable to the Client.

An alternative bid offer will only be considered if the main bid offer is the winning bid.

10.10. TERMS AND CONDITIONS OF CONTRACT

10.10.9. 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:

- a) The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- b) The relevant Bid Submissions;
- c) The letter of acceptance to the successful Bidder/s; and
- d) 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
- e) The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s. I.e. FIDIC Model Services Agreement

10.10.10. 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.

10.10.11. 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.

10.11. SUBCONTRACTING AFTER AWARD AND REPLACEMENT OF PERSONNEL

Sub-contracting after award or the replacement of sub-contractors or the replacement of personnel by the Consultant shall be conducted in accordance with the terms and conditions of the Agreement.

TCTA may exclude Bidders/Contractors from conducting further business and/or cancel all existing contracts where a Bidder has failed to declare any subcontracting arrangements.

If the Consultant subcontracted a portion of the bid to another person without disclosing it, the Consultant may be penalised up to 10 percent of the value of the contract;

10.12. NOTIFICATION OF UNSUCCESSFUL BIDDERS

When the bid process has been concluded, the Client will publish the award in the same medium in which the bid was advertised and notify unsuccessful bidders.

The employer shall Provide upon request written reasons to bidders for any action that is taken in applying these conditions of bid but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between bidders.

10.13. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

10.13.1. 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:

- a) 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
- b) 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
- c) 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.

10.13.2. 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.

10.14. FRONTING

- 10.14.1. 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.
- 10.14.2. 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.
- 10.14.3. 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.

10.15. JOINT VENTURE OR CONSORTIUM

10.15.1. The joint venture or consortium agreement:

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

10.15.2. 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.

10.15.3. 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.

ANNEXURES