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**APPOINTMENT OF A CONSTRUCTION HEALTH AND SAFETY AGENT  
FOR UMKHOMAZI WATER PROJECT IN RESPECT OF SMITHFIELD DAM  
FOR 96 MONTHS**

<b>Bid Number:</b>	055/2025/PMID/AGENTDAM/RFB
<b>Briefing Session:</b>	Compulsory
<b>Briefing Session Date and Time:</b>	<b>16 January 2026 at 10:00 AM</b>
<b>Briefing Session Venue:</b>	The meeting arranged as follows: A. Online: Microsoft Teams meeting details: <b>Meeting ID: 394 990 013 832 17</b> <b>Passcode: ib2AM34r</b>
<b>Clarifications Deadline:</b>	<b>6 February 2026 at 4:00 PM</b>
<b>Closing Date and Time:</b> Bidders must submit their bids during office hours between 08:00am and 4:30pm, received by a TCTA representative.	<b>12 February 2026 at 2:00 PM</b>
<b>Bid Validity Period:</b>	120 Calendar Days
<b>Bid Submission Physical Address:</b>	Bid Submissions must be sent to: Byls Bridge Office Park Cnr Olievenhoutsbosch Road and Jean Avenue Doringkloof Centurion 0157 Bid submission must be addressed to the Receiving Officer and marked RFB No. <b>055/2025/PMID/AGENTDAM/RFB</b>

<p><b><i>Bid Submission Address Accessibility</i></b></p>	<p>Take notice that access to the stated physical address for the submission of proposals for the above-mentioned RFB will require that bidders be issued with an access pin code. The pin code will be valid for 24 hours only. Kindly confirm the following to <a href="mailto:tenders01@tcta.co.za">tenders01@tcta.co.za</a> as soon as possible:</p> <ul style="list-style-type: none"> <li>• Your intention to submit bids for the above-mentioned RFB; and</li> <li>• Your intended date that you will be submitting your proposal.</li> </ul> <p>Using your confirmation, TCTA will issue entry access pin to the relevant bidder.</p>
<p><b><i>Enquiries:</i></b></p>	<p><i>Name:</i> G Mnisi</p> <p><i>Email Address:</i> <a href="mailto:tenders01@tcta.co.za">tenders01@tcta.co.za</a></p>

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## DEFINITIONS, ACRONYMS AND ABBREVIATIONS

<b>B-BBEE</b>	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
<b>BID SUBMISSION</b>	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.).
<b>BLACK PEOPLE</b>	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
<b>CMS</b>	Catchment Management Strategy
<b>CONSORTIUM OR JOINT VENTURE</b>	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
<b>CONSULTANT</b>	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
<b>CONTRACT</b>	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
<b>CONTRACT MANAGER</b>	A representative from the Requesting Department that will be responsible for monitoring the day-to-day activities related to the contract.
<b>DESIGNATED SECTORS</b>	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
<b>DWS</b>	Department of Water Affairs and Sanitation
<b>EME</b>	Means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
<b>FIRM PRICES</b>	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
<b>HISTORICALLY DISADVANTAGED ENTITIES</b>	Means entities that are at least: 51% black owned; 51% owned by black youth; 51% owned by black women;

	51% owned by black people with disabilities; 51% owned by black people in rural areas, underdeveloped areas or townships; a co-operative that is 51% owned by black people; 51% owned by black people who are military veterans.
<b>IAP's</b>	Invasive Alien plants
<b>IFR</b>	In-stream Flow requirements
<b>LOWEST ACCEPTABLE TENDER</b>	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
<b>NWA</b>	National Water Act
<b>NWRS</b>	National Water Resources Strategy
<b>PROCUREMENT SPECIALIST</b>	Any person in the TCTA's Procurement Unit who is responsible for managing a bid process from start to finish.
<b>PO</b>	A Purchase Order generated by the TCTA's Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
<b>PRICE</b>	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts.
<b>QSE</b>	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
<b>RD</b>	A Requesting Department within TCTA or its representative.
<b>SFR</b>	Stream Flow Reduction
<b>SMC</b>	Study Management Committee
<b>SMT</b>	Study Management Committee
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.
<b>SPECIFIC GOALS</b>	Means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
<b>WMA</b>	Water Management Area
<b>WRC</b>	Water Research Commission
<b>WRPM</b>	Water Resource Planning Model
<b>WRYM</b>	Water Resources Yield Model

## 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. Bid Submissions 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 Bid Submissions submitted after the stipulated closing date and time even if 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; and
  - 2.2.3. Contain a Firm Price.
- 2.3. TCTA reserves the right to reject bids that are not prepared in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.
- 2.4. Bidders must provide 2 (two) hardcopies of the bid submission and one electronic copy on an unencrypted USB hard drive subject to the following:
  - 2.4.1. USB 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 word, images or any other format not specified in this bid document.
  - 2.4.4. These provisions will be applied on a case-by-case basis within the sole discretion of the bid evaluation committee.
- 2.5. The bid submissions shall be duly completed and signed, and shall be submitted as follows:
  - 2.5.1. One original bid submission shall be sealed in an envelope endorsed: "ORIGINAL BID SUBMISSION RFB No. **055/2025/PMID/AGENTDAM/RFB** APPOINTMENT OF A CONSTRUCTION HEALTH AND SAFETY AGENT FOR UMKHOMAZI WATER PROJECT IN RESPECT OF SMITHFIELD DAM".
  - 2.5.2. One copy bid submission shall be sealed in an envelope endorsed: "COPY BID SUBMISSION RFB No. **055/2025/PMID/AGENTDAM/RFB** APPOINTMENT OF A CONSTRUCTION HEALTH AND SAFETY AGENT FOR UMKHOMAZI WATER PROJECT IN RESPECT OF SMITHFIELD DAM".
  - 2.5.3. Electronic copy (Microsoft Excel) of the price schedules.

- 2.6. 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.
- 2.7. The bidder must complete and submit all the SBD forms in the annexures and provide their Tax Compliance Status Pin or the Central Supplier Database Master Registration Number for TCTA to verify the bidder's tax compliance.

## BACKGROUND

The uMngeni Water Supply System (MWSS) serves the municipalities of eThekweni, uMgungundlovu, Msunduzi and the surrounding areas in KwaZulu-Natal (KZN). It consists of four major dams (Nagle, Midmar, Albert Falls and Inanda) and phases 1 and 2 of the Mooi Mgeni Transfer Scheme.

In 2015, the Department of Water and Sanitation (DWS) completed a technical feasibility study to determine long-term future water requirements in KZN. The study investigated the uMkhomazi Water Project – Phase One (uMWP-1), which will augment the MWSS with water from the uMkhomazi River – the river with the third-largest mean annual runoff in KZN. The system's yield is 398 million m<sup>3</sup>/a (2013), while the estimated water requirements are 480 million m<sup>3</sup>/a and 612 million m<sup>3</sup>/a in 2023 and 2040, respectively. The water requirements projection indicates that MWSS has been in deficit since 2016. Therefore, the system is under stress and will be augmented by uMWP-1.

The implementation of uMWP-1 involves the storage and transfer of about 220 million m<sup>3</sup>/a of raw water. The storage is as follows:

- Smithfield Dam and Associated Infrastructure (the Dam):
  - 81 m high Smithfield Dam with 26 m high saddle dam in the uMkhomazi River near the town of Bulwer.
  - Three flow gauging weirs in the uMkhomazi River.
  - Temporary and permanent access roads and security fences.
  - Borrow pits, quarries and waste disposal sites.
  - Operator facilities – permanent houses, offices/control room, guard house; storage and workshop.
  - Realignment or diversion of major and minor roads.
  - Resettlement houses for the affected families/households.

Please note that the Consultant (designer) has been appointed to commence with the design activities



In its implementation of projects, TCTA must comply with the Occupational Health and Safety Act (OHS Act No 85 of 1993) and other legislation governing heavy duty construction work.

Regulation 5 of the Construction Regulations (CR) of 2014 stipulate the Duties of the Client, amongst others, regulation 5 (5); application of a construction work permit and regulation 5 (6); notification of construction work must be done by a CSH Agent. The CSH Agent must, as per regulation 5 (7) (a), manage the health and safety on a construction project for the client and according to regulation 5 (7) (b), be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions. It is therefore critical that TCTA engages the services of professionally registered CHS Agents who, apart from having sound knowledge and understanding of the OHS Act No. 85 of 1993 and Construction Regulations of 2014, will have the demonstrable detailed knowledge of health and safety requirements at all levels. In addition, the CHS Agent must also demonstrate knowledge of Mining Health and Safety Act No. 29 of 1996.

#### **KEY DELIVERABLE DATES FORECASTED**

Start Construction	April 2028
Complete Construction	December 2031
Water Deliver Date	March 2032
Project Close-out	March 2033

### **1.1 COMPANY EXPERIENCE**

Experience in rendering construction or mining health and safety services for compliance with legislation on civil engineering projects with a capital cost from R200 million upward (i.e. total construction cost).

### **1.2 PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL**

The bidder should propose personnel **which meet the following:**

- Minimum of 4 years' occupational health and safety work experience in a construction environment, post CHS Agent registration.
- Experience as an appointed Health and Safety for compliance with legislation performing tasks such as preparing, reviewing, assessing and auditing of health and safety specification as well as application and obtaining approval of construction work permit on a dam wall or weir wall or similar high structure project.

- Experience as an appointed Health and Safety for compliance with legislation performing tasks such as preparing, reviewing, assessing and auditing of health and safety specification on a dam wall or weir wall or similar high structure project.

## **SCOPE OF WORK**

### **1.3 DETAILED DESCRIPTION OF GOODS/SERVICES**

Appoint a Construction Health and Safety Agent (CHSA) who will:

- Prepare Project Baseline Risk Assessments.
- Prepare the site-specific construction Health and Safety Specifications.
- Assist with design risk review and report hazards associated with the designs.
- Review of Principal Contractors' competencies, and resources.
- Review of Principal Contractors' Health and Safety Management Plan.
- Prepare and submit Construction Work Permit Applications and all supporting documentation to the Department of Labour.
- Attend design/technical meetings.
- Review and approve health and safety related documents.
- Carry out investigations into significant incidents.
- Carry out monthly health and safety audits.
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within seven (7) days after the audit.
- Render Ad hoc services as Assistance to Client as and when required.

### **1.4 DELIVERABLES**

- Project Baseline Risk Assessments.
- Site specific construction Health and Safety Specifications.
- Design risk report and hazards associated with the designs.
- Approved construction Work permit application by Department of Labour.
- Approved Principal Contractor tender submissions, competencies and resources.
- Approved Principal Contractor Health and Safety Management Plans.
- Input given in project meetings.

- Reviewed or approved safety related documents.
- Reports of significant incidents investigations.
- Reports of monthly health and safety audits.
- Project closeout report.

## 1.5 SKILLS DEVELOPMENT AND TRAINING

Bidders are required to propose a black Health and Safety Candidate/Officer/Manager/Agent from Kwazulu-Natal Province to be developed to the satisfaction of his or her training needs/requirements for the duration of this contract to assist him or her to achieve professional registration with SACPCMP amongst other development needs as may be agreed between the bidder and the candidate. The cost of this development will be borne by the Bidder. Refer to Annexure K returnable to respond to this requirement.

### 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 will result in a bidder being disqualified at this stage and not evaluated further.**

### STAGE 2: RETURNABLES

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

No.	Document Type	Description	Status
1	Functionality	Annexure A: The South African Council for Project and Construction Professions (SACPCMP) Registration Certificate of the Proposed Construction Health and Safety (CHS) Agent.	Mandatory
2	Functionality	Annexure B: Company Experience	Non-Mandatory
3	Functionality	Annexure C1: Personnel Experience Annexure C2: Personnel Experience Annexure C3 Personnel Experience (for this returnable attach <u>the Construction Work Permit (CWP)</u> for each referenced project) otherwise <u>no points will be allocated</u> for referenced projects.	Non-Mandatory

No.	Document Type	Description	Status
4	Compliance	Annexure D: SANAS verified B-BBEE certificate(s) or Sworn Affidavit(s)	Non-Mandatory
5	Agreement	Annexure E: Joint Venture Agreement or Memorandum of Understanding and Declaration of Joint and Several Liability	Non-Mandatory
6	Price	Annexure F: Price Schedule	Mandatory
7	SBD1	Annexure G: Request for Bid (SBD 1)	Non-Mandatory
8	SBD4	Annexure H: Bidder's Disclosure (SBD 4)	Non-Mandatory
9	SBD6.1	Annexure I: In Terms of PPR 2022 (SBD 6.1)	Non- Mandatory
10	Vendor Data & Compliance	Annexure J: Proof of Registration with National Treasury Central Supplier Database (CSD)	Non-Mandatory
11	Compliance	Annexure K: Skills Development & Training Complete this Annexure and submit the following documents required therein: <ul style="list-style-type: none"> <li>• Attach Proof of address of the proposed candidate (i.e Municipal Account statement or the letter from the tribal office as the case maybe).</li> <li>• CV of the proposed candidate.</li> <li>• CHSA Registration Certificate of the proposed candidate.</li> </ul>	Non-Mandatory
12	Contracting	Annexure L: Schedule of Qualifications	Non- Mandatory
13	Contracting	Annexure N: Standard Agreement	Non-Mandatory

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

### STAGE 3: 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	MAXIMUM SCORE
<b>7.1 COMPANY EXPERIENCE: -</b>		
7.1.1	Experience in rendering construction or mining health and safety services for compliance with legislation on civil engineering projects with a capital cost from R200 million upward ( <b>i.e. total construction cost</b> ).	5 points will be allocated for each project with a value of more than R200 millions up to a maximum of 20 points.  <b>20</b>
<b>7.2 PERSONNEL EXPERIENCE</b>		
7.2.1	Minimum of 3 years' occupational health and safety work experience in a construction environment, post CHS Agent registration	5 points will be allocated for each year of experience exceeding the minimum 3 years up to a maximum of <b>30 points</b> .  <b>30</b>
7.2.2	Experience as an appointed Health and Safety Agent for compliance with legislation performing tasks such as preparing, reviewing, assessing and auditing of health and safety specification in subsurface pipeline construction projects	Points will be allocated for each large diameter ( <b>ranging between 800 mm to 951mm and above diameter</b> ) subsurface pipeline construction project up to a <b>maximum of 20 points</b> as follows: <ul style="list-style-type: none"> <li>• 800mm - 950mm = <b>2,5 point</b></li> <li>• &gt;951mm = <b>5 points</b></li> </ul> <b>20</b>
7.2.3	Experience as an appointed Health and Safety for compliance with legislation performing tasks such as preparing, reviewing, assessing and auditing of health and safety specification as well as application and obtaining approval of construction work permit on a dam wall or weir wall or similar high structure project.	5 points will be allocated for approved construction work permit submitted for a each project with a dam wall or weir wall or similar high structure of $\geq 10,0$ -meter height up to a maximum of <b>30 points</b> . (Submit approved <b>Construction Work Permit of previous projects</b> )  <b>30</b>
<b>TOTAL</b>		<b>100</b>

Bidders who do not meet the minimum threshold of 67.5 points out of the 100 points will be disqualified at the end of this stage and not evaluated further.

## STAGE 4: SPECIFIC GOALS

The specific goals for this bid are as follows:

### 1.6 BLACK OWNERSHIP AND SKILLS DEVELOPMENT & TRAINING LOCAL TO SITE

1.6.1 The following table will be used to calculate the points out of 20 for specific goals of the bidding entity:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>1. BLACK OWNERSHIP (16 POINTS)</b>		
100% Black Owned	16	
≥90 Black Owned <100% Black Owned	15	
≥80 Black Owned <90% Black Owned	14	
≥70 Black Owned <80% Black Owned	12	
≥60 Black Owned <70% Black Owned	11	
≥51 Black Owned <60% Black Owned	10	
<b>2. SKILL DEVELOPMENT &amp; TRAINING LOCAL TO SITE (4 POINTS)</b>		
4 points will be awarded If the proposed skills development and training candidate in terms of section 4.3 of this RFB resides within the municipal boundaries of the following municipalities: <ul style="list-style-type: none"> <li>• Harry Gwala District Municipality.</li> <li>• Umgungundlovu District Municipality.</li> <li>• Richmond Municipality</li> </ul> <b>Bidders must submit proof of residence as per Annexure K.</b>	4 points	

- i. 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.
- ii. 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.

## STAGE 5: PRICE

- 9.1. TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).
- 9.2. If the price offered by the highest scoring bidder is not market related, TCTA may negotiate a market-related price.
- 9.3. Price must be reflected Excluding and Including VAT.
- 9.4. All prices must include disbursements.
- 9.5. Prices must be firm and in Rands.
- 9.6. Preferential Points Calculation
  - 9.6.1. The following formula must 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:

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

Where-

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

$P_t$  = Price of bid under consideration; and

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

- 9.6.2. The 80/20 preference point system will apply.
- 9.6.3. The weighting of the Preferential points calculation is as follows:

Specific Goals      20

Price                      80

Bidder's Score

## STAGE 6: SUPPLIER VETTING

TCTA may disqualify a bidder who/whose:

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

- 10.4. Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 10.5. 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.

## **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.

### **1.7 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.

### **1.8 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, 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 any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.



## **1.9 AMENDMENTS**

- 11.1.3. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 11.1.4. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 11.1.5. 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.
- 11.1.6. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 11.1.7. 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.
- 11.1.8. 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.

## **1.10 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 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 above.
- 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.

## **1.11 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.

## **1.12 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:
  - 11.6.6.1. 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;

- 11.6.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.
- 11.6.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.
- 11.6.6.4. Details of transactions you carry out with us.
- 11.6.6.5. Details of contracts you carry out with us; and
- 11.6.6.6. 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
  - 11.6.6.1. To Remunerate the person.
  - 11.6.6.2. To comply with laws authorising 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.
  - 11.6.6.3. To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
  - 11.6.6.4. To conduct criminal, credit, employment reference and other related reference checks.
  - 11.6.6.5. 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.

## **1.13 CLIENT INFORMATION**

- 11.7.1. To render client related services and administration of client accounts.
- 11.7.2. To conduct criminal, credit, reference, and other related reference checks.
- 11.7.3. To authenticate the client.
- 11.7.4. 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.

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

- 11.7.5.1. To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- 11.7.5.2. 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.
- 11.7.5.3. To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- 11.7.5.4. 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.

#### 11.7.6. Sources of Personal Information

- 11.7.6.1. Personal information may be collected from the following sources:
- 11.7.6.2. 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.
- 11.7.6.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 11.7.6.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

#### 11.7.7. The Storage of Personal Information

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

#### 11.7.8. Sharing of Personal Information

- 11.7.8.1. 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 organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- 11.7.8.2. 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.
- 11.7.8.3. To financial and government organisations 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.
- 11.7.8.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 11.7.8.5. 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.
- 11.7.8.6. To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 11.7.8.7. 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.

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

- 11.7.9.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 11.7.9.2. Right of access to and the right to rectify or update the personal information collected.
- 11.7.9.3. 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.

11.7.9.4. 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.

11.7.10. General Conditions pertaining to Personal Information

11.7.10.1. 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.

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

## **1.14 CONFLICTS OF INTEREST**

11.8.1. 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.

11.8.2. 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.

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

11.8.3.1. 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.

11.8.3.2. 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;

11.8.3.3. 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.

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

## **1.15 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:

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

## **1.16 SUBCONTRACTING AFTER AWARD**

The successful bidder:

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

## **1.17 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.

## **1.18 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES**

- 11.12.1. 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:
- 11.12.1.1. 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
  - 11.12.1.2. 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
  - 11.12.1.3. 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.
- 11.12.2. 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 11.11.1 above has occurred.

## **1.19 FRONTING**

- 11.13.1. The TCTA supports the spirit of Broad-Based Black 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.
- 11.13.2. 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.
- 11.13.3. 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.



## **1.20 JOINT VENTURE OR CONSORTIUM**

### **11.14.1. The joint venture or consortium agreement:**

- 11.14.1.1. 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.
- 11.14.1.2. Must record the percentage participation by each member.
- 11.14.1.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
- 11.14.1.4. Must provide for the establishment of a management body for the joint venture or consortium;
- 11.14.1.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 11.14.1.6. 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;
- 11.14.1.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 11.14.1.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 11.14.1.9. Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

### **11.14.2. Right to review the joint venture or consortium agreement**

- 11.14.2.1. 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.

### **11.14.3. Amendment of the joint venture or consortium agreement**

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

**ANNEXURE A: PROOF OF REGISTRATION AS A CHS AGENT WITH SACPCMP**  
**[TO BE ATTACHE HERE]**

## ANNEXURE B: COMPANY EXPERIENCE

COMPANY EXPERIENCE IN RENDERING CONSTRUCTION OR MINING HEALTH AND SAFETY SERVICES FOR COMPLIANCE WITH LEGISLATION ON CIVIL ENGINEERING PROJECTS WITH A CAPITAL COST FROM R100 MILLION ((EXCLUDING VAT) UPWARD (I.E. TOTAL CONSTRUCTION COST)).

Item No.	Project description/details and location	Client/Employer Name, and contact person's name, number or email	Description of health and safety tasks provided	Is the project construction cost R200 million or more (excluding VAT)?	
				Yes	No
1					
2					
3					
4					
5					

**SIGNATURE:** ..... **NAME OF BIDDER:**.....  
(of person authorised to sign on behalf of the Bidder)

### IMPORTANT NOTES:

1. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/tables.
2. TCTA will not take responsibility if the bidder losses evaluation points because of using their own forms/tables.
3. Bidders are required to fully complete this form (all the columns) and failure to do so will result in points not awarded for the referenced experience.

## ANNEXURE C: PERSONNEL EXPERIENCE

NAME OF THE PROPOSED CONSTRUCTION HEALTH AND SAFETY AGENT: \_\_\_\_\_

C1: OCCUPATIONAL HEALTH AND SAFETY WORK EXPERIENCE IN A CONSTRUCTION ENVIRONMENT, POST CHS AGENT REGISTRATION.

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/details and location	Description of Health and Safety services/tasks undertaken	Date (month/year)		Total Years/Months *
				Start	End	
1						
2						
3						
4						
5						
6						

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

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

### IMPORTANT NOTES:

4. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/tables.
5. TCTA will not take responsibility if the bidder losses evaluation points because of using their own forms/tables.
6. Bidders are required to fully complete this form (all the columns) and failure to do so will result in points not awarded for the referenced experience.

**C2: EXPERIENCE AS AN APPOINTED HEALTH AND SAFETY AGENT FOR COMPLIANCE WITH LEGISLATION PERFORMING TASKS SUCH AS PREPARING, REVIEWING, ASSESSING AND AUDITING OF HEALTH AND SAFETY SPECIFICATION IN SUBSURFACE PIPELINE CONSTRUCTION PROJECTS.**

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/ details and Location	Description of Health and Safety services/tasks undertaken (e.g. preparing and reviewing Health and Safety Specifications)	Designation (role) in the project	Was the project a subsurface pipeline construction project?		Indicate the Nominal Diameter (DN) of the subsurface pipeline (Size) E.g. 800mm
					Yes	No	
1							
2							
3							
4							
5							

**SIGNATURE: .....** **NAME OF BIDDER.....**  
**(of person authorised to sign on behalf of the Bidder)**

**IMPORTANT NOTES:**

1. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/tables.
2. TCTA will not take responsibility if the bidder losses evaluation points because of using their own forms/tables.
3. Bidders are required to fully complete this form (all the columns) and failure to do so will result in points not awarded for the referenced experience.

**C3: EXPERIENCE AS AN APPOINTED HEALTH AND SAFETY FOR COMPLIANCE WITH LEGISLATION PERFORMING TASKS SUCH AS PREPARING, REVIEWING, ASSESSING AND AUDITING OF HEALTH AND SAFETY SPECIFICATION AS WELL AS APPLICATION AND OBTAINING APPROVAL OF CONSTRUCTION WORK PERMIT ON A DAM WALL OR WEIR WALL OR SIMILAR HIGH STRUCTURE PROJECT.**

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/ type of structure (. e.g. Dam) for each CWP	Description of health and safety tasks provided (e.g. reviewing)	Designation in the project	Indicate the height of the dam wall or weir wall or high structure wall as may be applicable (e.g. 10 metre)
1					
2					
3					
4					
5					

**SIGNATURE:** ..... **NAME OF BIDDER**.....  
(of person authorised to sign on behalf of the Bidder)

**IMPORTANT NOTES:**

1. If the space is inadequate, the bidder must append additional/supplementary tables/sheets OR expand the cells/tables.
2. TCTA will not take responsibility if the bidder loses evaluation points because of using their own forms/tables.
3. Bidders are required to fully complete this form (all the columns) and failure to do so will result in points not awarded for the referenced experience.
4. **Attach the Construction Work Permit (CWP)** for each project referenced in the form above.

**ANNEXURE D: SANAS VERIFIED B-BBEE CERTIFICATE(S) OR SWORN AFFIDAVIT(S)**

**ANNEXURE E: JOINT VENTURE AGREEMENT OR MEMORANDUM OF UNDERSTANDING  
(WHERE APPLICABLE)**



## ANNEXURE F: PRICE SCHEDULE

SCHEDULE 1: SUMMARY OF FIXED COST		
ITEMISED TASKS		AMOUNT (R)
1.	Staff Costs: Schedule 2	
2.	Direct Costs: Schedule 3	
TOTAL TENDER		

SCHEDULE 2: STAFF COSTS						
DELIVERABLES		OBJECTIVES	UNIT	QUANTITY	RATE (R)	TOTAL AMOUNT (R)
1	Site visit	To familiarise with the construction site and establish facts as well as identify potential sites hazards	Sum	1		
2	Review Client Health and Safety documentation against the OHS Act	Identify and address the gap between TCTA OHS documentation and OHS Act	No	1		
3	Prepare Project Baseline Risk Assessment	Identify risks associated with the scope of work. Must take into consideration the hazards associated with the activities and the working environment.	Sum	1		
4	Prepare Health and Safety Specification	Prepare a project specific specification addressing client requirements and controls identified in the baseline construction risk assessment.	Sum	1		
5	Assist with design risk and report	The designer must identify, hazards associated with the design and communicate it to the contractor at tender stage.	Sum	5		
6	Review of Principal Contractor tender submissions,	Ensure principal contract has made adequate provisions for OHS.	No	1		

SCHEDULE 2: STAFF COSTS						
DELIVERABLES		OBJECTIVES	UNIT	QUANTITY	RATE (R)	TOTAL AMOUNT (R)
	competencies and resources					
7	Review of Principal Contractor Health and Safety Management Plan and Safety Files	Contractors OHS management plans must take into consideration the scope of work, the baseline RA and the specification. The plan must be approved in writing.	No	20		
8	Prepare and submit Construction Work Permit Application and all supporting documentation to the Department of Labour	Obtain construction work permit	No	1		
9	Review/ comment/ approve CHS related documents e.g. risk assessments and method statements and other documents	Ensure timeous and feedback/approval of CHS documents submitted by the Principal Contractor	No	50		
10	Project meetings	Provide OHS input during design meetings or other project related meetings.	No	120		
11	Investigations into Significant Incidents	Section 24 incidents are to be investigated and reported to the DOL.	No	20		
12	Carry out monthly Health and Safety Audits and generate reports	Must conduct monthly audits to monitor performance of the principal contractors against their safety management plans.	No	100		
13	Perform project closeout and generate report as	Ensure the project is safely closeout and the safety documentation is handed over	Sum	1		

SCHEDULE 2: STAFF COSTS						
DELIVERABLES		OBJECTIVES	UNIT	QUANTITY	RATE (R)	TOTAL AMOUNT (R)
	well as lesson learned report					
14	Provisional Sum	To ensure the Ad Hoc Client Assistance requests are honoured.	Sum	-	R200 000	
TOTAL CARRIED TO SCHEDULE 1						

SCHEDULE 3: DIRECT COST PER DELIVERABLE 1 TO 13 IN SCHEDULE 2					
	Examples of Items	Deliverables	Unit	Rate	Total amount
1	Local travel				
2	Per diem (nights away from home office)				
3	Virtual meetings attendance				
TOTAL CARRIED TO SCHEDULE 1					

## ANNEXURE G: REQUEST FOR BID (SBD 1)

### PART A: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	055/2025/PMID/AGENTDAM/RFB	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	. APPOINTMENT OF A CONSTRUCTION HEALTH AND SAFETY AGENT FOR UMKHOMAZI WATER PROJECT IN RESPECT OF SMITHFIELD DAM FOR 60 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid Submissions must be sent to: Byls Bridge Office Park Cnr Olievenhoutsbosch Road and Jean Avenue Doringkloof Centurion, 0157					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

## PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## ANNEXURE H: BIDDER'S DISCLOSURE (SBD 4)

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish the following particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

2.3.1 If so, furnish the following particulars:

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

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

### 3. DECLARATION

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

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

## ANNEXURE I: IN TERMS OF PPR 2022 (SBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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#### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where:

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

$P_t$  = Price of bid under consideration

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

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

### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

$P_t$  = Price of tender under consideration

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Black Ownership (16 Points)</b>		
100% Black Owned	16	
≥90 Black Owned <100% Black Owned	15	
≥80 Black Owned <90% Black Owned	14	
≥70 Black Owned <80% Black Owned	12	
≥60 Black Owned <70% Black Owned	11	
≥51 Black Owned <60% Black Owned	10	
<b>Skill Development &amp; Training Local to site (4 Points)</b>		
4 points will be awarded If the proposed skills development and training candidate in terms of section 4.3 of this RFB resides within the municipal boundaries of the following municipalities: <ul style="list-style-type: none"> <li>• Harry Gwala District Municipality.</li> <li>• Umgungundlovu District Municipality.</li> <li>• Richmond Municipality</li> </ul>	4 points	

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

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

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**ANNEXURE J: PROOF OF REGISTRATION WITH NATIONAL TREASURY CENTRAL  
SUPPLIER DATABASE (CSD)  
[TO BE ATTACHED HERE]**

**ANNEXURE K: SKILLS DEVELOPMENT & TRAINING**

**SKILLS DEVELOPMENT & TRAINING**

**PROPOSED BLACK CANDIDATE HEALTH AND SAFETY AGENT /OFFICER**

<b>Name of the Proposed Candidate</b>	
<b>Years of Experience</b>	
<b>Municipality where the candidate resides</b>	
<b>Agreed Training Needs/Gaps</b>	

**SIGNATURE:** ..... **DATE:** .....

**ANNEXURE L: SCHEDULE OF QUALIFICATIONS**

Should the Tenderer wish to make any deviation from or any qualification to the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

QUALIFICATIONS	REFERENCE IN THE BID

**SIGNATURE:** ..... **DATE:** .....

## **ANNEXURE M: STANDARD AGREEMENT**