



VOLUME 1

INFORMATION TO TENDERERS

RFB NO: 047/2025/PMID/MAINTENANCE/RFB

**FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE
DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS**

OVERALL TABLE OF CONTENTS**Volume 1 Tendering Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Conditions of Tender and Tender Data
- T 1.3 Tender Evaluations

Volume 2 Returnable Documents

- T2.1 List of Returnable Documents
- C1.1 Form of Offer and Acceptance and Appendix to Tender
- C1.2 Contract Data (Part 2: Data provided by the contractor)
- C2.2 Bill of Quantities
- T2.2 Returnable Schedules

Volume 3 Contract

- C1.2 Contract Data (Part 1: Data provided by the Employer)

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Works

- C3.1 Scope of the works
- C3.2 Procurement
- C3.3 Works Activities
- C3.4 Specifications

Part C4: Site Information

- C4.1 Site Information

Part D1: Pro-Forma Documents

TABLE OF CONTENTS – VOLUME 1

T1 TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER 1

T1.2: CONDITIONS OF TENDER AND TENDER DATA 2

T1.3: TENDER EVALUATIONS 13

DEFINITIONS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
TENDER SUBMISSION	A Tenderer's written proposal in response to an Invitation for Tenders (Request for Tenders/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003.
CIDB	Construction Industry Development Board as established by Act 38 of 2000.
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement signed by TCTA and a successful tenderer.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract.
EME	Means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
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 tenderer and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
HISTORICALLY DISADVANTAGED ENTITIES	<ul style="list-style-type: none"> • 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.

LOWEST ACCEPTABLE TENDER	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PRICE	Means an amount of money for goods or services and includes all applicable taxes less all unconditional discounts.
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a tender process from start to finish.
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful tender process authorizing the expenditure against an awarded contract.
QSE	Means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
RD	A requesting department within TCTA or its representative.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. This will include the percentage black people ownership.
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.

T1: TENDERING PROCEDURES

TABLE OF CONTENTS

	Page
T1.1: TENDER NOTICE AND INVITATION TO TENDER	1
T1.2: CONDITIONS OF TENDER AND TENDER DATA	2
T1.3: TENDER EVALUATIONS	13

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Bid Reference Number:	047/2025/PMID/MAINTENANCE/RFB
CIDB Grading Requirement:	It is estimated that tenderers must have a cidb contractor grading of 9ME.
Briefing Session:	Compulsory
Briefing Session Date and Time:	19 March 2026 at 12H00
Briefing Session Venue:	<p><i>Eastern Basin AMD Treatment Plant</i> <i>Grootvlei Proprietary Mines,</i> <i>Van Niekerk Road,</i> <i>Springs,</i> <i>1559</i> <i>GPS: 26°15'.02.2"S</i> <i>28°29.11'8"E</i></p> <p><i>Tenderers shall meet at the venue at the stated time. Transport will not be provided. No latecomers will be accommodated.</i></p>
Clarifications Deadline:	At least ten (10) working days before the closing time i.e. 02 April 2026.
Site Visit:	Compulsory
Site Visit Location	<p>Eastern Basin AMD Treatment Plant <i>GPS: 26°15'.02.2"S</i> <i>28°29.11'8"E</i></p>
Closing Date and Time:	16 April 2026 at 12H00
Bid Validity Period:	84 Calendar Days
Bid Submission Physical Address:	<p>Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFB No: 047/2025/PMID/MAINTENANCE/RFB on or before the closing date and time:</p> <p>First Floor Building 9 Byls Bridge Office Park Cnr Olivenhoutsbosch & Jean Avenue Doringkloof, Centurion 0046</p>
Enquiries:	<p>Name: Colbert Makhubele Email Address: tenders04@tcta.co.za</p>

Tenders must only be submitted on the tender documentation that is issued. A record of tenders received will be circulated to all the Tenderers and shall be published on National Treasury's e-Tender portal and TCTA website.

Requirements for sealing, addressing, delivery, opening, and assessment of proposals are stated in the Conditions of the Tender and Tender Data.

1.1.1 BACKGROUND

Mine water started accumulating in the old mine workings as underground operations ceased and withdrew from the basins. The mine water is characterised by acidity, high metal content and high salinity. If the mine water accumulation is allowed to continue, then the Acid Mine Drainage (AMD) will eventually fill the basins and start impacting on shallow groundwater bodies and surface water resources.

In response to this risk, the Minister of Water and Sanitation issued a directive to TCTA on 6 April 2011 in terms of section 103(2) of the NW Act, to undertake certain emergency works in respect of the AMD project. TCTA is a state owned entity operating in the water sector responsible for the funding and implementation of bulk raw water infrastructure projects and the provision of advisory services, as directed by the Minister from time to time. In circumstances where the Department of Water and Sanitation wishes to implement bulk raw water infrastructure projects of an off-budget and/or emergency nature, TCTA is the preferred service provider of choice to fund and/or implement such projects on its behalf. The AMD project is of an emergency nature.

As part of its activities under the AMD project, TCTA entered into a construction agreement for the construction of the Water Treatment Plant in the Eastern Basin. Following construction thereof, TCTA entered into a contract with a service provider to undertake the operations and maintenance of the Water Treatment Plant for an interim period.

TCTA further entered into a contract in 2021 with a service provider appointed through a competitive tender process to operate and maintain the Facility at Eastern Basin for a period of 60 months. The current contract will be coming to an end on the 30 November 2026 for Eastern Basin.

It is imperative for the current Facility to seamlessly continue to operate in order to avoid acid mine drainage breaching the Environmental Critical Level (ECL) and heavy metal containing water decanting onto the surface. Therefore, to avoid any interruptions in operations, TCTA intends to appoint a competent Operator through a competitive tender process to operate and maintain the Facility for a period of 60 months.

The current treatment process incorporates neutralisation and metals removal with limited desalination.

The Eastern Basin plant is situated at Springs, Grootvlei TSF, Van Niekerk Road. S26°14'59.4" E028°29'13.3"

T1.2: CONDITIONS OF TENDER AND TENDER DATA

C.1.1 GENERAL

C.1.1.1 Introduction

The conditions that are applicable to this request for tender are the Standard Conditions of Tender published in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity for Construction Procurement, Board Notice 423 of 2019 Government Gazette No 42622 of 08 August 2019. Tenderers are referred to the CIDB website (www.cidb.org.za) where all CIDB documentation is readily accessible. Additionally, the following standard is applicable to bid and can be accessed on the CIDB website (<https://www.cidb.org.za/contractors/advisory/cidb-standards/>):

Implementation of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023.

The Standard Conditions of Tender makes references to the **Tender Data** for details that apply specifically to this tender. Any provision contained in this **Tender Data** shall prevail if there is any inconsistency between such provision and provision contained in the Standard Conditions of Tender.

Each item below is cross-referenced to the relevant clause in the Annexure C: Standard Conditions of Tender to which it mainly applies.

C.1.1.2 Code of Conduct

Add the following to clause C1.1.2

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

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

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

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

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

- a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
- b) Comply in all respects with the Employment Equity Act, in line with TCTA's commitment to redress the racial makeup of the South African economy.
- c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimise the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.

- d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
- e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- g) Comply with all local minimum working age laws and requirements and not utilise child Employees under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- j) Not require workers to work more than the maximum hours of daily labour set by the Department of Employment and Labour; ensure that overtime is paid in accordance with applicable laws.
- k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

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

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

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

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

Add the following:

C.1.1.4 Fronting

The TCTA supports the spirit of Broad-Based Economic Empowerment and recognises 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.

TCTA, in ensuring that Tenderers conduct themselves in an honest manner will, as part of the tender evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the tender 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, Industry and Competition be established during such enquiry / investigation, the onus will be on the Tenderer to prove that fronting does not exist.

Failure to do so within a period of 14 calendar days from the date of notification may invalidate the Tender and may also result in the restriction of the Tenderer, 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 Tenderer concerned.

C.1.1.5 Protection of Personal Information Act

- (a) By participating in this tender process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- (b) You (the Tenderer, 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.
- (c) 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.
- (d) 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”).

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

Employee and Contractor Information

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

Client Information

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

- To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

Supplier and Third-Party Contractor/Service Provider Information

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

(i) Sources of Personal Information

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

(j) The Storage of Personal Information

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

- After which the information will be de-identified and disposed of as per the TCTA Records policy.
- (k) Sharing of Personal Information
- Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.

C.1.2 TENDER DOCUMENTS

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

The tender document consists of the following:

Volume 1 Tendering Procedures

Volume 2 Returnable Documents

Volume 3 Contract

C.1.4 COMMUNICATION AND EMPLOYER'S AGENT

b) Replace the title and sub-clause with:

Communication during tender period

Each communication between the Employer and a Tenderer shall be directed through the Employer's Receiving Officer as detailed below, and in a form that can be readily read, copied and recorded. Communications shall be in English. The Employer will not take any responsibility for non-receipt of communications from or to a Tenderer. The Tenderer must quote the Tender Number in all communication.

The Receiving Officer

Trans-Caledon Tunnel Authority (TCTA)

Email: tenders04@tcta.co.za

C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS

a) Remove or delete clause C.1.5.3

C.1.6 PROCUREMENT PROCEDURES

C.1.6.1 Replace the sub-clause with:

A contract will be concluded with a Tenderer after a successful negotiation procedure as described in **C.1.6.2**, as amended in these Tender Data.

C.1.6.2 Competitive negotiation procedure

a) Replace the first sentence with:

Negotiations will be undertaken with the highest ranked Tenderer or the Tenderer scoring the highest number of tender evaluation points in terms of C.3.11, based on the submissions that are received at the closing date and time for the tender, subject to C.3.13, with the intention of concluding a contract between the Employer and that Tenderer. Should these negotiations not be successful then the next ranked Tenderer will be invited for negotiations. The successful negotiations will be recorded in a Memorandum of Understanding.

Delete sub-clause C.1.6.2.3

Delete sub-clause C.1.6.2.4

Delete sub-clause C.1.6.3.1

C.2 TENDERER'S OBLIGATIONS

C.2.1 ELIGIBILITY

A Tenderer will not be eligible to submit a tender offer if:

- (a) Only those Tenderers who are registered with the CIDB or are capable of being registered prior to the evaluation of tenders, in a contractor grading designation equal a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 9ME class of construction work, are eligible to have their tenders evaluated further.
 - i. Joint ventures are eligible to submit tenders provided that:
 - Every member of the joint venture that is eligible to conduct business in South Africa is registered with the CIDB.
 - The lead partner has a contractor grading designation in the 8ME or higher ME class of construction work; or not lower than one level below the required grading designation in the ME class of works construction works under considerations and possesses the required recognition status.

- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is 9ME class of construction work in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- ii. Each tenderer shall submit only one tender offer for the same project, either as an individual company or as a joint venture.
- (b) More than one tender offer has been submitted by the same Tenderer.
- (c) A Tenderer submits or participates in more than one tender proposal.
- Each Tenderer shall submit only one tender for the same project, either as an individual entity or as a member in a joint venture.
 - No firm can be a subcontractor while submitting a tender individually or as a member of a joint venture in the same tendering process.
 - An entity or firm, if acting in the capacity of subcontractor or designer in any tender, may participate in more than one tender, but only in that capacity.

(d) **C.2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS**

Add the following:

Tenderers are advised that information in respect of the Project is strictly confidential and may not be reproduced or made public in any way and shall remain the property of the Trans-Caledon Tunnel Authority (TCTA) who in this Tender is the Employer. Any statements to the press or the media regarding this invitation or the Project must be authorised by the Employer.

C.2.7 CLARIFICATION MEETING

• **Add the following:**

Arrangements for the compulsory tender clarification meeting and site inspection are as specified in the Tender Notice and Invitation to Tender.

The Tenderer shall bear all costs associated with his visit or visits to the site and his attendance at the tender clarification meeting.

A compulsory clarification meeting will be held with the representatives of the employer

Briefing Session Date and Time: 19 March 2026 at 12H00

Briefing Session Venue: Eastern Basin AMD Treatment Plant

Grootvlei Proprietary Mines,

Van Niekerk Road,

Springs,

1559

GPS: 26°15'.02.2"S

28°29.11'8"E

Tenderers shall meet at the venue at the stated time. Transport will not be provided. No latecomers will be accommodated.

The Employer shall not be bound by any oral representations, clarification meetings or otherwise which may be made during the site visit, whether by the Employer's Agent or by others. In order to minimize the possibility of misunderstanding, Tenderers shall present any requests for clarification in writing.

Tenderers are at liberty to visit the site at other times during the Tender Period subject to making reasonable prior arrangements with the Employer. The period for such a request shall not be less than 1 week to the date where the Tenderer wants to visit the site.

C.2.8 SEEK CLARIFICATION

Tenderers shall request clarifications at least ten (10) working days before the closing date i.e. 02 April 2026.

C.2.13 SUBMITTING A TENDER OFFER

C.2.13.3 *Replace sub-clause with:*

Functional Offer (Envelope 1):

Submit one (1) original set of Tender documents (as defined in **C.1.2**) duly completed and signed as relevant to envelope 1, i.e. **forms and returnables** in **Volumes 1 and 2**; plus two **(2) photocopies** and a **digital copy on a USB-DISK** shall be submitted together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details.

Financial Offer (Envelope 2):

Submit one (1) original and **two (2) photocopies** of the **Financial Offer including the cash flow for the project**, plus **one (1) USB-DISK containing the digital priced Bill of Quantities** (Microsoft Excel format) in **Volume 2** together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details. Any financial related information shall be included in envelope 2. i.e Bill of quantities.

An English translation must be provided for any document in a language other than English.

Add the following sub-clauses after C.2.13.9

C.2.13.10 Delivery of Tender

The Employer's address for delivery of the tender offers and identification details to be shown on each package are:

Physical address: As stated in T1.1 Tender Notice and Invitation to Tender above.

Identification details to be used on each package:

Functional offer (Envelope 1):

ORIGINAL TECHNICAL OFFER: TENDER FOR CONTRACT NO. 047/2025/PMID/MAINTENANCE/RFB: FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS.

And two (2) copies:

COPY OF TECHNICAL OFFER: TENDER FOR CONTRACT NO. 047/2025/PMID/MAINTENANCE/RFB: FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS.

Financial offer (Envelope 2):

ORIGINAL FINANCIAL OFFER: TENDER FOR CONTRACT NO. 047/2025/PMID/MAINTENANCE/RFB: FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS.

And two (2) copies:

COPY OF FINANCIAL OFFER: TENDER FOR CONTRACT NO. 047/2025/PMID/MAINTENANCE/RFB: FOR THE OPERATION AND MAINTENANCE OF THE EASTERN BASIN ACID MINE DRAINAGE TREATMENT PLANT FOR A PERIOD OF 60 MONTHS.

If the tender package and/or envelopes are not sealed and marked as instructed, the Employer will assume no responsibility for the misplacement or premature opening of the Tender submitted.

No other documents shall be submitted by the Tenderer unless they are directly related to the requirements for the relevant Returnable Documents and Schedules. In particular no Company brochures or promotional materials are to be submitted with the Tender offer.

C.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

- **Add the following:**

Should a Tenderer fail to complete the returnables TCTA may call upon the Tenderer to complete and submit such returnables except where such returnables are indicated as mandatory or are required for purposes of functional and specific goals evaluation. If a Tenderer fails to submit any of the requested documents and / or annexures duly completed, TCTA reserves the right to request such documents or seek clarity on any ambiguities in the documents that have already been submitted.

C.2.16 TENDER OFFER VALIDITY

C.2.16.1 Replace sub-clause with:

“The Tender Offer validity period is 84 calendar days from the closing date and time for submission of tender offers.”

C.2.19 INSPECTIONS, TESTS AND ANALYSIS

- **Amend as follows:**

It is the tenderers responsibility to familiarize themselves with the site and therefore access shall be provided to tenderers for inspections and analysis during the tender period at their liberty subject to making reasonable prior arrangements with the Employer’s agent as stated in C.1.4. The period for such a request shall not be less than 1 week to the date where the Tenderer wants to visit the site.

The Tenderer and any of his personnel or agents who enter upon the site or the Employer’s premises for the purpose of such inspection will release and indemnify the Employer and his personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the Employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the Employer. The Tenderer will provide their own transport and vehicles to site visit and meetings. [Such indemnities shall be given to the Employer prior to the start of any site visit and shall be accompanied by a notarised copy of a resolution of the Tenderer’s Managing Board to provide the indemnity executed by the person named in the indemnity].

The Employer shall not be bound by any oral representations, clarification meetings or otherwise which may be made during the site visit, whether by the Employer's Agent or by others. In order to minimise the possibility of misunderstanding, Tenderers shall present any requests for clarification in writing.

The last day for site inspection shall be on (02 April 2026 at 13H00)

C.2.22 RETURN OF TENDER DOCUMENTS

- **Delete clause C.2.22.**

C.2.23 CERTIFICATES

- **Add the following:**

The Tenderers (including all JV members) shall submit all the certificates listed in T2.1 in Volume 2.

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.2 ISSUE ADDENDA/AMENDMENTS

- a) Add the following:**

- 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. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who attended the compulsory briefing session.
- Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 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.
- TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 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.

- vi. 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

C.3.4 OPENING OF TENDER SUBMISSIONS

The time for opening of the technical offers at Trans-Caledon Tunnel Authority (TCTA), Office are:

Time: 12H00 on 16 April 2026

Location: the address is as stated under C.2.13.10

C.3.5 TWO-ENVELOPE SYSTEM

- **Replace C.3.5.1 with:**

The Tender Offer will be closed at: 12H00 on 16 April 2026.

Location / Venue: Trans-Caledon Tunnel Authority (TCTA), the address is as stated under C.2.13.10

Functional Offer (Envelope 1)

Open only the Functional Offer of valid tenderers in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose Functional Offer is opened.

- **Add the following to C.3.5.2:**

Evaluate functionality of the Functional Offer offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the Financial Offer will be opened. Open only Financial Offers of tenderers, who score in the functionality evaluation points that are equal or more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the Functional Offer and the total price as well as any points claimed on persons historically disadvantaged on the basis of race. Once the tender is finalised, return unopened Financial Offers to tenderers whose Functional Offer failed to achieve the minimum number of points for functionality.

Reasons for non-responsive/not achieving the threshold will only be communicated when the tender process is concluded, in terms of Clause C.3.16 of the Tender Data. The scores obtained for the non-financial proposals will not be announced at the opening of the financial offers/proposals.

Financial Offer (Envelope 2)

The Financial Offer (Envelope 2) will be opened in public as follows:

Location / Venue: Trans-Caledon Tunnel Authority (TCTA), the address is as stated under C.2.13.10

C.3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION

- ***Amend the sub-clause by inserting C3.7.1 for the existing sub-clause and adding the following sub-clause C3.7.2:***

C3.7.2 The Employer will disqualify any Tenderer that fails:

- Stage 1: Meet the Eligibility requirements.
- Stage 2: Compulsory briefing session and site visit.
- Stage 3: To submit mandatory returnable documents.
- Stage 4: Tenderers must achieve an overall minimum of 60 points of the total Functionality but may not score less than 20 points for company experience and key Personnel respectively when calculating the total functionality score to qualify for Stage 5 Price and Preference.
- Stage 5: To submit the Bill of Quantities as stipulated in Part C2: Pricing Data and Preference.
- Stage 6: To meet supplier vetting requirements.

C.3.16 REGISTRATION OF THE AWARD

a) Add the following

The Employer will notify unsuccessful tenderers when the tender process has been concluded. Any unsuccessful tenderer may request a debriefing in writing as specified in Clause C.3.18.

C.3.17 PROVIDE COPIES OF THE CONTRACTS

The number of paper copies of the signed contract to be provided by the Employer is: **ONE** original.

T1.3 TENDER EVALUATIONS

1 COMPANY EXPERIENCE

- 1.1 The tenderer shall list (in T2.1 List of Returnable Documents: Form 1 : - Company Experience) the appropriate experience to operate and maintain waste water treatment plants (WWTP), HDS plant or water treatment plants > 20 ML/day over the previous 10 years.
- 1.2 For each of the projects listed, the following information shall be provided as indicated under Form 1. The tenderer must demonstrate the ability to operate and maintain an asset management system and process control of the required plant sizes over the previous 10 years. The evaluation criteria for company experience will be as follows:
- *No points for plants <20 ML/day operated and maintained by the company.*
 - *For each plant between 20 and 50 ML/day (Waste Water Treatment Plant, HDS plant or Water Treatment Plant) operated and maintained by the company, 5 points to a maximum of 20 points.*
 - *For each plant > 50 ML/day (Waste Water Treatment Plant, HDS plant or Water Treatment Plant) operated and maintained by the company, 10 points to a maximum of 40 points.*

2 PERSONNEL EXPERIENCE

- 2.1 The Tenderer shall list (in T2.1 List of Returnable Documents: Form 2:- Personnel Experience) the appropriate experience for each of the key personnel.
- 2.2 For each of the key personnel, the following information shall be provided:
- *Form 2 contain the required information.*
- 2.3 Key Personnel required are:
- *Responsible Manager,*
 - *Operations manager*
 - *Class 5 operator (site supervisor)*
 - *Maintenance Manager*
 - *Process Engineer*
 - *Process Technician*
 - *SHEQ Personnel*

3 STAGES OF EVALUATION

The method for evaluation of the responsive tender offers will be Procurement Procedure PP2E: Functionality, Price and Preference. Responsive tender offers will be evaluated according to the 90:10 points system, in terms of The Preferential Procurement Policy Framework Act 5 of 2000 and Preferential Procurement Regulations of 2022.

Tender offers will be evaluated in five stages:

Stage 1: Eligibility

Stage2: Compulsory briefing session and site visit

Stage 3: To submit mandatory returnable documents

Stage 4: Functional

Stage 5: Price and Preference

Stage 6: Supplier Vetting

3.1 STAGE 1: ELIGIBILITY

- (a) Only those Tenderers who are registered with the CIDB or are capable of being registered prior to the evaluation of tenders, in a contractor grading designation equal a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 9ME class of construction work, are eligible to have their tenders evaluated further.
- i. Joint ventures are eligible to submit tenders provided that:
- Every member of the joint venture that is eligible to conduct business in South Africa is registered with the CIDB.
 - The lead partner has a contractor grading designation in the 8ME or higher ME class of construction work; or not lower than one level below the required grading designation in the ME class of works construction works under considerations and possesses the required recognition status.
 - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is 9ME class of construction work in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- ii. Each tenderer shall submit only one tender offer for the same project, either as an individual company or as a joint venture.

- (b) More than one tender offer has been submitted by the same Tenderer.
- (c) A Tenderer submits or participates in more than one tender proposal.
- Each Tenderer shall submit only one tender for the same project, either as an individual entity or as a member in a joint venture.
 - No firm can be a subcontractor while submitting a tender individually or as a member of a joint venture in the same tendering process.
 - An entity or firm, if acting in the capacity of subcontractor or designer in any tender, may participate in more than one tender, but only in that capacity.

3.2 STAGE 2: COMPULSORY BRIEFING SESSION AND SITE VISIT

TCTA will refer to the attendance register to confirm if a bidder attended the compulsory Briefing Session and Site Visit.

FAILURE TO ATTEND A COMPULSORY BRIEFING SESSION AND SITE VISIT WILL RESULT IN A BIDDER BEING DISQUALIFIED AT THIS STAGE AND NOT BEING EVALUATED FURTHER.

3.3 STAGE 3: RETURNABLE

Refer to Volume 2 Part T2.2.1 for a list of all the Returnable documents. All documents requested in Volume 2 Part T2.2.1 will be required for compliance, evaluation and contractual purposes.

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

3.4 STAGE 4: FUNCTIONAL EVALUATION

The offers will be evaluated for functionality as per the evaluation criteria set out in Table 1 hereafter.

TABLE 1: FUNCTIONAL EVALUATION CRITERIA

The tables below forms part of the Functional Evaluation Criteria assessment. Further details related to the functional evaluation criteria are provided in Form 1A : Schedule of Work Experience for the Company Experience; and Form 2: Personnel Experience for the listed Key Personnel.

Tenderers must complete and submit Form 1 and 2 to score points.

FUNCTIONAL EVALUATION CRITERIA			Max
1. COMPANY EXPERIENCE			40
Form 1	<p>The demonstrated ability to operate and maintain an asset management system and process control for plants of this size over the previous 10 years.</p> <p>(Tenderer must complete a form and provide contactable reference)</p>	<p>Points will be awarded as follows up to a maximum of 40 points:</p> <ul style="list-style-type: none"> No points for plants <20 ML/day operated and maintained by the company. For each plant between 20 and 50 ML/day (Waste Water Treatment Plant, HDS plant or Water Treatment Plant) operated and maintained by the company, 5 points to a maximum of 20 points. For each plant > 50 ML/day (Waste Water Treatment Plant, HDS plant or Water Treatment Plant) operated and maintained by the company, 10 points to a maximum of 40 points. 	<p>0</p> <p>20</p> <p>40</p>
2. KEY PERSONNEL EXPERIENCE			60
Form 2	Tenderer shall include completed form (Form 2) including relevant qualifications for each of the personnel, failing which the staff member will not be scored.		
	<p>Responsible Manager (<u>B.Eng/BSc in Engineering</u> (or equivalent NQF 8)) (GMR 2.1, Refer to note below)</p>	<p>Experience in management of Waste Water Treatment Plants, HDS plant or Water Treatment Plants.</p> <p>No points will be awarded for experience less than 5 years.</p> <p>5 points for the first 5 years', thereafter 1 point for each year up to the overall maximum of 15 points.</p>	15
	<p>Operations manager (<u>B.Eng/BSc in Engineering</u> (or equivalent NQF 8)) (GMR 2.1, Refer to note below)</p>	<p>Experience of operating High Density Sludge (HDS) or water treatment plants or wastewater treatment plants.</p> <p>No points will be awarded for experience less than 5 years.</p> <p>5 points for the first 5 years', thereafter 1 point for each year up to maximum of 13 points.</p>	13
	<p>Class 5 operator (site supervisor) (<u>National Certificate for</u></p>	<p>Experience of operating High Density Sludge (HDS) or water treatment plants or wastewater treatment plants.</p>	6

FUNCTIONAL EVALUATION CRITERIA			Max
	<u>Water and Waste Water Treatment Process Operations)</u>	No points will be awarded for experience less than 5 years. 3 points for the first 5 years, thereafter 1 point for each year up to a maximum of 6 points.	
	Maintenance Manager (<u>BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)</u> (GMR 2.1, Refer to note below)	Experience of operating High Density Sludge (HDS) or water treatment plants or wastewater treatment plants. No points will be awarded for experience less than 5 years. 5 points for the first 5 years', thereafter 1 point for each year up to maximum of 14 points.	14
	Process Engineer (B.Eng./BSc in Chemical Engineering)	Experience of operating High Density Sludge (HDS) or water treatment plants or wastewater treatment plants. No points will be awarded for experience less than 5 years. 3 points for the first 5 years, thereafter 1 point for each year up to a maximum of 6 points	6
	Process Technician (<u>BSc/BEng/BTech/National Diploma or Equivalent NQF 6 or higher)</u>	Experience of operating High Density Sludge (HDS) or water treatment plants or wastewater treatment plants. No points will be awarded for experience less than 5 years. 3 points for the first 5 years, thereafter 1 point for each year up to a maximum of 6 points	6
TOTAL			100

GMR 2.1 is a requirement and any of the site-based management personnel (i.e. Responsible Manager, Operations Manager or Maintenance Manager) must show proof of accreditation. The accreditation will be required upon contract award.

Should none of the proposed management personnel meet the GMR 2.1 requirement, the tenderer shall, at its own cost, supply a replacement with equal or better qualifications, competencies and relevant accreditation to fulfil the GMR 2.1 role.

Tenderers must achieve an overall minimum of 60 points of the total Functionality but may not score less than 20 points for company experience and key Personnel respectively when calculating the total functionality score to qualify for Stage 5 Price and Preference.

3.5 STAGE 5: PRICE AND PREFERENCE EVALUATION

Price: The maximum price points available are 90.

It is compulsory for all Tenderers to price all items in the Bill of Quantities.

Bidders are referred to the pricing instructions in Volume 3 C2.1.

Preference:

The Preference system for this RFB is 90/10. Preference points awarded will be according to a Specific Goals and Promotion of Redistribution and Development Programme as summarised in the Table 3 below:

TABLE 2: SPECIFIC GOALS

The following criteria to allocate specific goals will be applied and Form A11 – SBD 6.1 will be used to evaluate the criteria below:

PERSONS HISTORICALLY DISADVANTAGED ON THE BASIS OF RACE

The following table will be used to calculate the score out of 10 for percentage black ownership:

Persons historically disadvantaged on the basis of race Number of Points for bids evaluated using 90/10.

% Ownership	Number of Points
100% black ownership	10
75% - 99% black ownership	8
60% - 74% black ownership	6
51% - 59% black ownership	3
0% - 50% black ownership	0

Proof or documentation that will be considered to claim points for specific goal related to persons or categories of persons historically disadvantaged by unfair discrimination must include:

- i. BBBEE Certificate issued by the SANAS accredited verification agency.

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

3.6 STAGE 6: SUPPLIER VETTING CAPACITY EVALUATION

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

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