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**REQUEST FOR PROPOSAL FOR APPOINTMENT OF A PROFESSIONAL SERVICE
PROVIDER
RFP NO: 068/2022/PMID/PSP/RFB
CONSULTING SERVICES FOR THE INSPECTION, REPAIR OF THE DELIVERY TUNNEL
NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT**

Bid Number:	068/2022/PMID/PSP/RFB
Briefing Session:	Compulsory
Briefing Session Date and Time:	12 April 2023 at 10:00
Briefing Session Venue:	Online: Microsoft Teams NB: Bidders must send an e-mail indicating their company name, contact person, telephone number and email address of their company representatives to tenders04@tcta.co.za to preregister and receive a Microsoft Teams invite.
Clarifications Deadline:	26 May 2023
Closing Date and Time:	02 June 2023 at 12H00
Bid Validity Period:	175 Calendar days
Bid Submission Physical Address:	Bid Submissions must be sent to: TCTA Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157 Bidders must complete Annexure G on or before 31 May 2023 and return it to TCTA. Once this form is received, the bidder will receive a pin. This pin and a valid ID number/Driver's License will be required to gain access to the TCTA premises.
Enquiries:	Name: Colbert Makhubele Email Address: tenders04@tcta.co.za
Bid Submission	Envelope A: Technical Proposal 1 x Original hardcopy 1 x Duplicate hardcopy 1 x Electronic copy of all documents (USB flash disk) Envelope B: Financial Proposal 1 x Original hardcopy 1 x Duplicate hardcopy 1 x Electronic copy (USB flash disk)

TABLE OF CONTENTS

1.	DEFINITIONS, ACRONYMS AND ABBREVIATIONS.....	4
2.	PREPARATION OF BID SUBMISSIONS.....	5
3.	BACKGROUND	7
4.	SCOPE OF SERVICES.....	8
5.	STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION.....	28
6.	STAGE 2: RETURNABLES.....	29
7.	STAGE 3: FUNCTIONALITY	31
8.	STAGE 4: PRICE AND SPECIFIC GOAL.....	33
9.	STAGE 5: SUPPLIER VETTING	36
10.	CONDITIONS OF BID.....	36
11.	GENERAL CONDITIONS OF CONTRACT.....	44
	APPENDIX 1: SCOPE OF SERVICES (REFER TO SECTION 4)	55
	APPENDIX 2: PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT (N/A).....	56
	APPENDIX 3:	57
	SCHEDULE C-1: SUMMARY OF COST ESTIMATE.....	58
	SCHEDULE C-2: DETAILS OF STAFF COSTS	59
	SCHEDULE C-3: STAFF BILLING RATES.....	63
	SCHEDULE C-4: STAFF MARK-UP FACTOR	64
	SCHEDULE C-5: SUMMARY OF DIRECT REIMBURSABLE COSTS	65
	SCHEDULE C-6: CASH FLOW	66
	APPENDIX 4: TIME SCHEDULE FOR SERVICES (REFER TO 4.3.5.4.4 INDICATIVE PROGRAMME BY THE EMPLOYER).....	67
	ANNEXURE A: COMPANY EXPERIENCE	68
	ANNEXURE B: PERSONNEL EXPERIENCE	69
	ANNEXURE C: FORM OF AGREEMENT	77
	ANNEXURE D: SBD 1 - REQUEST FOR BID.....	79
	ANNEXURE E : SBD 4 – BIDDER’S DISCLOSURE	81
	ANNEXURE F: SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	84
	ANNEXURE G: ACCESS FORM.....	90

ATTACHMENT

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

1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

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.
LHWP 1	Lesotho Highlands Water Project Phase 1
DTN	Delivery Tunnel North
DTS	Delivery Tunnel South
HGL	Hydraulic Grade Line
TCTA	Trans-Caledon Tunnel Authority
LHDA	Lesotho Highland Development Authority
DWS	Department of Water and Sanitation
ISO	International Standards Organization
ASTM	American Society for testing and Materials International
DIN	German Standards
AFNOR	French National Organization for Standards
IEC	International Electrical and Electronics Standards
AWS	International Water Stewardship Standards
ASME	American Society of Mechanical Engineers

2. PREPARATION OF BID SUBMISSIONS

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

2.4. This Bid has 5 stages of evaluation summarized in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

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

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

“ENVELOPE A **TECHNICAL** PROPOSAL: **ORIGINAL** Contract NO 068/2022/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

“ENVELOPE A **TECHNICAL** PROPOSAL: **COPY** Contract NO 068/2022/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

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

“ENVELOPE B **FINANCIAL** PROPOSAL: **ORIGINAL** Contract NO 068/2022/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

“ENVELOPE B **FINANCIAL** PROPOSAL: **COPY** Contract NO 068/2022/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1 and the name of the Tenderer shall be clearly shown”

c) The tender offer shall be made by the tenderer completing and submitting the Schedule of Returnable documents and Schedules, including:

- (a) Any other documents prepared by the Tenderer to supplement the required returnable documents and schedules.
- (b) Copies of and receipt slips for Addenda.

No other documents shall be submitted by the Tenderer unless they are directly related to the requirements for the relevant returnable documents and schedules, in particular that no company brochures or promotional materials are to be submitted with the tender offer.

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

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

3. BACKGROUND

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

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

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

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

4. SCOPE OF SERVICES

4.1. BACKGROUND

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

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

4.2. PROJECT SITE DESCRIPTION

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

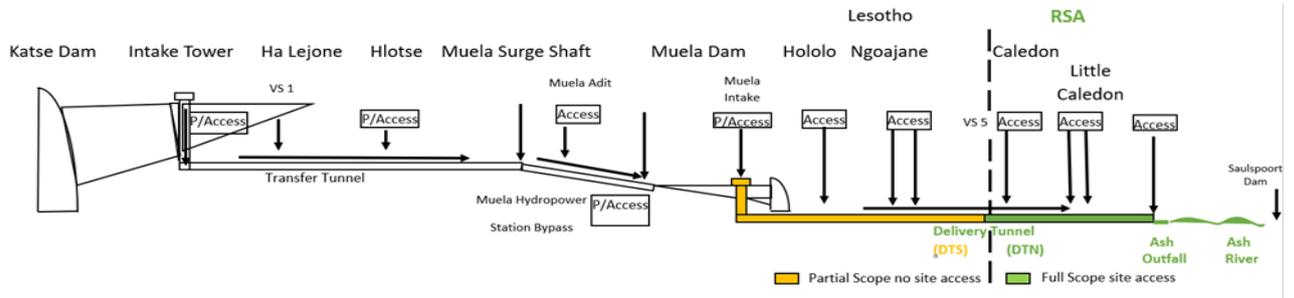


Figure 1: Simplified block diagram of LHWP1, green coloured areas affected by this scope

A) Delivery Tunnel

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

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

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

B) Ash River Outfall

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

C) Ash River.

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

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

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

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

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

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

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

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

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

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

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

4.3. DETAILS OF REQUIRED SERVICES

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

Task 1: Inception

Task 2: Detailed Planning and documentation

Task 3: Outage/Shutdown

Task 4: Close-out

Task 5: Project Management

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

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

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

4.3.1 TASK 1- Inception

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

The following is to be addressed:

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

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

4.3.2 TASK 2 - Detailed Planning and documentation

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

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

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

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

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

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

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

4.3.3 TASK 3 - Outage/Shutdown

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

The following will also be addressed.

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

4.3.4 TASK 4 - Close out

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

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

4.3.5 TASK 5 - Project Management

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

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

4.3.5.1 Integration Management

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

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

4.3.5.2 Scope Management

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

4.3.5.3 Scope Variance Analysis

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

4.3.5.4 Time Management

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

4.3.5.4.1 Programme

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

4.3.5.4.2 Updating of the Programme

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

4.3.5.4.3 Programme Variance Report

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

4.3.5.4.4 Indicative Programme by the Employer

An indicative programme for the project is attached hereto. The Tenderer shall make reference or consider the information in preparing its programme. The estimated period for all the tasks is 30 months, i.e. from the inception date to the close out for the whole project.

The charts and schedules must be provided as described below:

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

4.3.5.5 Cost Management

4.3.5.5.1 Cost Control

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

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

4.3.5.5.2 Cost Estimates

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

The format is to be agreed with the TCTA.

4.3.5.6 Quality Management

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

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

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

4.3.5.7 Human Resource Management

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

4.3.5.8 Communications Management

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

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

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

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

4.3.5.8.1 Reporting

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

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

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

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

4.3.5.8.1.1 Monthly Progress Reports

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

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

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

4.3.5.8.1.2 Panel of Experts Reports

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

4.3.5.8.2 Virtual Meetings

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

4.3.5.9 Typical Schedule of Meetings

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

Table 2: Typical Schedule of Meetings

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

4.3.5.10 Risk Management

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

The format is to be agreed with the TCTA.

4.3.5.11 Procurement Management

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

The Consultant will be required to fulfil the following:

4.3.5.11.1 Administration of Contracts

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

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

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

4.3.5.12 Stakeholder Management

4.3.5.12.1 Project Relations

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

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

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

4.4. STANDARDS AND SPECIFICATIONS

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

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

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

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

4.5. RELEVANT DOCUMENTS FOR REFERENCE

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

4.6 TECHNICAL PROPOSAL

The Tenderer's Technical Proposal must be compiled using the same headings as described below and must be a proposal for the full Scope of Services as indicated in the following outline:

- i) Understanding of the Project
 - Objectives and Scope of the Project
 - Consultant's experience in tunnel operation and maintenance
- ii) Organisational Structure
- iii) Project Implementation
 - Overall approach to the work
 - Risk assessment of the project
 - Risk management measures
 - Work Plan and Task Descriptions
 - Work Programme

4.6.1 UNDERSTANDING OF THE PROJECT

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

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

4.6.2 CONSULTANT'S COMPANY EXPERIENCE RECORD

The Tenderer shall list (in Annexure A: Form 1) the appropriate Experience in tunnel operation and maintenance

- i) For each of the projects listed, the following information shall be provided:
 - Brief project description and value,
 - Exact services performed,
 - Dates of commencement and completion of services,
 - Location of project, client's name, address, telephone number and facsimile number,
 - Cost of services and related construction costs and annual operations costs, and
 - Project personnel of tenderer and their responsibilities if they will be participating in the current project, the organisational structure.
- ii) In the case where the services listed above were performed as a sub-contract, or within a consortium or joint venture, this should be clearly stated, with an indication of the proportions (company man months versus total man months) and the nature of the services provided by each participant.

4.6.3 PROFESSIONAL STAFF

The Tenderer shall indicate:

- i) All staff positions / titles proposed for the team, and the relationships between them;
- ii) Names of key professional personnel; and
- iii) Parent firm in abbreviation and in brackets after each professional person.

The text of this section shall include a concise statement of the duties of each individual of the organisation and the suitability of his qualifications for the assignment.

In this part of his proposal as included in Annexure B, the Tenderer shall also supply Curricula Vitae (CVs) for professional staff and key sub-professional staff named on the organisational chart and manpower schedule. The CVs should follow the format given. Each CV shall be strictly limited to a maximum of two (2) pages and shall give the following information:

- Name, age, parent firm, nationality and position in project organisation,
- Black people status
- Educational qualifications,

- Professional qualifications (societies, honours, publications, etc.),
- Relevant experience (actual duties performed, degrees of responsibility and management level must be indicated) including locations, dates and durations of assignments, starting with the latest,
- Summary of other experience,
- Proficiency in speaking, reading and writing in English.
- Professional registration certificate copy or registration number must be attached.

The CV must include a statement dated and signed by the individual, indicating his agreement to work on the Assignment for durations and time proposed. TCTA may require to interview the key staff of the preferred tenderer during the negotiations stage.

Much importance will be placed on the experience of the staff proposed. The Tenderer must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenderer's proposal and/or Agreement entered into by TCTA for the execution of the Services.

4.6.4 RISK ASSESSMENT & MANAGEMENT MEASURES

The Tenderer shall identify the risks inherent with the implementation of the project. These risks should be assessed according to the effect on the project and presented as a narrative, along with appropriate measures proposed to manage the risks. The Tenderer shall provide a list of the risks assessed and the management measures proposed as Schedule A-6 of the proposal.

4.6.5 WORK PLAN

For the purposes of planning the work, preparing manpower and cost estimates, and managing the execution and cost of the Services, the Tenderer shall break down the Services into appropriate tasks and sub-tasks. Scope of Services of the RFP contains a description of the tasks considered necessary by TCTA. The method by which it is intended to implement the Tasks should be described in the Schedule A-4/5/7. Work Plan and Programme.

As Schedule A-1. of this proposal, the Tenderer shall provide a list of the Contract Procedures and Standard Forms which he will prepare in the course of monitoring tunnel shutdown and inspections. The Schedule shall include a description of methods of production, handling and distribution of drawings, reports, programmes, invoices, claims, variation orders, and other communications by hard copy, electronically, and other means, between Consultant, Contractors, Client and others.

4.7 FINANCIAL PROPOSAL

4.7.1 GENERAL

This section deals with the cost estimates for the assignment. The methods of remuneration and payment are specified in the Conditions of Contract and, Remuneration and Payment.

A cost plus fixed fee Contract with a ceiling(s) will be awarded. The overall price ceiling(s) will be established during negotiations with the selected Tenderer, based on the proposal price.

The Tenderer shall provide an estimate of the total Cost-to-Client of performing the assignment (Services), identifying the following elements for the different stages:

- Staff Costs,
- Consultancy Fixed Fee
- Directly Reimbursable Costs

The Tenderer's estimates should be in the format of the Schedules in Schedule C-1 of this document. The currency of the Contract is South African Rand and no foreign currency payments will be made. The Tenderer shall carry the risk of all currency exchange rate fluctuations should he utilise expatriate staff or foreign services.

4.7.2 PROFESSIONAL STAFF COSTS

1. The Tenderer shall provide schedules of staff costs, based on the work programme and estimated person-months submitted in the Technical Proposal, in the following form:
 - Position / title or staff category,
 - Name (professional staff only),
 - Person-months in home office and site, as appropriate,
 - Billing rates, home office, and site, as appropriate,
 - Sub-total amounts, and
 - Total amount in South African Rand
2. Support personnel such as secretaries, typists and clerks in home offices shall not be listed on the schedule. Costs of such support shall be deemed to be covered by home office billing rates for professional staff.
3. The person-month inputs should be broken into:
 - Services provided in the Tenderer's home offices,
 - Services provided by resident staff on Site,

- Services by Task and Sub-Task.
4. Resident staff on site is defined as those staff assigned for a continuous period exceeding six months.
 5. Services of staff that will be resident on Site will be measured, invoiced and paid in calendar months and parts thereof, for time actually engaged in providing services.
 6. Services of home office staff shall be measured, invoiced and paid in calendar months and parts thereof, for time actually engaged in providing services.
 7. All other costs of the Tenderer in performing the home office services except the directly reimbursable costs.

Billing rates shall be categorised based on the qualification and experience of staff as reflected in Appendix -C

8. Accommodation allowances and living/subsistence allowances and the like shall be quoted as reimbursable costs at fixed rates per person-month or *per diem*, as appropriate.
9. Full details and breakdown of the composition of all billing rates shall be provided in the Financial Proposal.

4.7.3 COST ELEMENT DEFINITIONS

1. Salary is the gross regular cash salary paid to the individual employed in the firm's home office. It should not contain any premium or bonus.
2. (ii) As bonuses are normally paid out of profits and as the Client does not wish to make double payments for the same item, staff bonuses should not be included in the person-month rate.
3. Social Costs are the costs to the firm of staff non-monetary benefits. These items normally include pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation.
4. Overheads are the firm's business costs which are not directly related to the execution of the assignment, and which will not be reimbursed as separate items under the contract. Typical items are home office costs (partners' time, time of senior staff monitoring the project, rent, support staff, etc.), the cost of staff not currently employed on revenue earning projects, and business promotion and marketing costs.
5. Fee or Profit. This would be based on the sum of salary, social costs and overhead. Fee or profit will not be allowed on reimbursable, travel or out-of-pocket expenses. Tenderers should note that under the terms of the contract, payment would be made in accordance with the terms of Appendix C of this document.

6. Subsistence/Site Allowance. This is not included in the person-month rate, but is paid separately. No additional subsistence is payable for dependents and the rate will be the same for married and single team members. The Tenderer is to recommend the subsistence allowance rate, if any.

4.7.4. DIRECTLY REIMBURSABLE COSTS

1. The costs that are directly reimbursable shall be those listed in Schedule C-5.
The Tenderer shall add to the schedule any item or items in respect of costs not already itemised in the schedule or covered by other elements of his estimate.
2. The cost of facilities or equipment required from contractors during the Shutdown Stage should be indicated and costed in Schedule C-5 as appropriate.
3. The Tenderer shall provide itemised estimates of these costs in his Financial Proposal. All costs not so itemised will be deemed to be covered by other elements of the estimate.
4. Reimbursable costs shall be estimated at actual costs, with no mark-up.

4.7.5 CASH FLOW

The Tenderer shall, in his Financial Proposal, Schedule C - 6, provide an estimated cash flow.

The following information shall be included in the cash flow by month of the assignment programme.

- Staff costs,
- Reimbursable costs,
- Consultancy fee, and
- Appropriate allowances shall be made for Provisional Sums.
- Estimates of escalation shall be indicated separately.

5. STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session. Moreover, preregistrations email as well as Microsoft Teams records will be used to confirm attendance of bidders who attended an online meeting due to Covid-19 restrictions.

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

6. STAGE 2: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NON-MANDATORY AND THE EVENTUAL CONTRACT WILL BE BASED ON THE INFORMATION PROVIDED BY THE BIDDER.

FUTHERMORE, BIDDERS ARE MADE AWARE THAT SOME NON-MANDATORY DOCUMENTS MAY NOT BE REQUIRED FOR EVALUATIONS, HOWEVER INFORMATION CONTAINED IS USED TO VALIDATE THE CONTENT DETAILS OF THE SUBMISSIONS THAT ARE EVALUATED.

No.	Document Type	Description	Action	Status
ENVELOPE A				
1	Functionality	Annexure A: Company Experience	Complete form	Non-Mandatory document
2	Functionality	Annexure B: Personnel Experience and signed curricula vitae (CVs) of the proposed personnel	Complete forms	Non-Mandatory document
3	SBD	Annexure D (SBD 1): Request for Bid	Complete forms	Non-Mandatory document
4	SBD	Annexure E (SBD 4): Declaration of interest	Complete forms	Mandatory document
5	SBD	Annexure F (SBD 6.1): Preference points claim form in terms of the Preferential Procurement Regulations 2022	Complete forms	Non-Mandatory document
6	Administrative	Annexure G: Access Form	Attach copy	Non-Mandatory document
7	Administrative	BBBEE status level of contributor certificate (Include joint venture BBBEE certificate if applicable)	Attach copy	Non-Mandatory document
8	Administrative	Proof of registration on the National Treasury Central Supplier Database	Attach copy	Mandatory document
9	Administrative	Tax Compliance Status - SARS Tax Pin	Attach copy	Mandatory document
10	Functionality Proposal	SCHEDULE A-1: WORK PROGRAMME AND CHARTS	Attach copy	Non-Mandatory document

No.	Document Type	Description	Action	Status
11	Functionality Proposal	SCHEDULE A-2: MANPOWER SCHEDULE	Attach copy	Non-Mandatory document
12	Functionality Proposal	SCHEDULE A-3: QUALIFICATIONS OF TENDER AND COMMENTS ON THE RFP	Attach copy	Non-Mandatory document
13	Functionality Proposal	SCHEDULE A-4: LIST OF DELIVERABLES PER TASK	Attach copy	Non-Mandatory document
14	Functionality Proposal	SCHEDULE A-5: SUMMARY OF THE APPROACH TO THE WORK	Attach copy	Non-Mandatory document
15	Functionality Proposal	SCHEDULE A-6: RISK ASSESSMENT AND MANAGEMENT MEASURES	Attach copy	Non-Mandatory document
16	Functionality Proposal	SCHEDULE A-7: CONTRACT PROCEDURES AND STANDARD FORMS	Attach copy	Non-Mandatory document
ENVELOPE B				
1	Price Compliance	SCHEDULE C-1: SUMMARY OF COST ESTIMATE	Complete form	Mandatory document
2	Price Compliance	SCHEDULE C-2: SUMMARY AND DETAILS OF STAFF COSTS	Complete form	Mandatory document
3	Price Compliance	SCHEDULE C-3: STAFF BILLING RATES	Complete form	Mandatory document
4	Price Compliance	SCHEDULE C-4: SUB CONTRACTOR MARK-UP FACTOR	Complete form	Non-Mandatory document
5	Price Compliance	SCHEDULE C-5: SUMMARY OF DIRECT REIMBURSABLE COSTS	Complete form	Mandatory document
6	Price Compliance	SCHEDULE C-6: CASH FLOW	Complete form	Non-Mandatory document

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

7. 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.

	Functionality	Maximum Score
1.	Company Competency and Track Record	
1.1	Company experience on design, construction supervision and technical assistance to employers on steel pipelines of a diameter of > 1.5m. 1 point will be allocated per project completed up to a maximum of 2 points	2
1.2	Company experience in the design, construction supervision and technical assistance, of machine bored pressure water tunnels. 1 point will be allocated per project completed up to a maximum of 2 points	2
1.3	Experience of refurbishment of steel pipelines or steel lined tunnels of a diameter of > 1.5m. 2 points will be allocated per project completed up to a maximum of 6 points	6
1.4	Experience of maintenance of pressurised water tunnels. 1 point will be allocated per project completed up to a maximum of 2 points	2
1.5	Experience in management, planning, and technical inputs during planned maintenance, for events such as tunnel shutdowns and steel lining rehabilitation under wet conditions 1 point will be allocated per project completed up to maximum of 2 points	2
1.6	Experience of contracts administration and supervision of contractor works in tunnels and steel lining rehabilitation under wet conditions. 2 points will be allocated per project completed up to maximum of 6 points	6
1.7	Experience of evaluation of Hydraulic Grade Line 2,5 points will be allocated per project completed up to a maximum of 5 points	5
1.8	Experience in erosion control in rivers with a peak flow of at least 30 m ³ /s river flows 2,5 points will be allocated per project completed up to maximum of 5 points	5
	Sub-Total 1: Company Competency and Track Record	30
2.	Key Personnel	
2.1	Project Manager Project management experience in design, construction or operations and routine/shutdown maintenance projects on bulk water infrastructure with professional registration with, ECSA or PCMP or internationally recognised equivalent, If proof of professional registration certificate copy or number is not provided no points will be awarded for this section 5 points for first 5 years	15

	Functionality	Maximum Score
	5 points for additional point for each 5 years of relevant experience, to a maximum of 15 points.	
2.2	<p>Tunnel Engineer</p> <p>Experience in design or operation and maintenance of machine bored tunnels, with professional registration with ECSA or internationally recognised equivalent, If proof of professional registration certificate copy or number is not provided no points will be awarded for this section</p> <p>5 points for first 5 years</p> <p>2,5 points for additional 2,5 years of relevant experience with specific segmentally concrete lined tunnel experience to a maximum of 10</p>	10
2.3	<p>Resident Engineer</p> <p>The proposed resource must have at least 10 years of relevant experience on bulk water infrastructure supervision/monitoring and contract administration: professional registration with ECSA or international equivalent.</p> <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section</p> <p>5 points for first 5 years</p> <p>2.5 points for additional point for each 2,5 years of relevant experience, to a maximum of 10 points.</p>	10
2.4	<p>Contracts Engineer</p> <p>The proposed resource must have at least 10-years' experience in contract and agreement documentation preparation, management and administration of infrastructure projects (at least R 30 mill per Opex project, R100 Mill per Capex project) professional registration with ECSA or PrQS or internationally recognised equivalent,</p> <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section</p> <p>5 points for the first 5 years experience</p> <p>2,5 points for each 2,5 years of involvement in a project using the FIDIC contracts, to a maximum of 10 points.</p>	10
2.5	<p>Corrosion Protection Specialist</p> <p>Experience on bulk water infrastructure preferably on maintenance for steel pipes in very wet conditions - of sizes of > 1.5m diameter, mechanical equipment's-pipes, valves, structural steel, with professional registration ECSA and NACE international institute on corrosion/coatings or equivalent.</p> <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section</p> <p>5 points for first 10 years experience</p>	15

	Functionality	Maximum Score
	5 points for additional point for each 5 years of relevant experience, to a maximum of 15 points.	
2.6	Water Resources Engineer Experience in erosion control in rivers with a peak flow of at least 30 m ³ /s river flows with ECSA registration or international equivalent If proof of professional registration certificate copy or number is not provided no points will be awarded for this section 5 points for first 5 years 2,5 points for additional point for each 2,5 years of relevant experience, to a maximum of 10 points.	10
Sub Total 2 Key personnel		70
MAXIMUM POINTS		100

Disqualification criteria

TCTA will disqualify the tenderer on any one of the following conditions:

- Not meeting a minimum of 15 points on the functional technical criteria (company competency and track records).
- Not meeting a minimum of 30 points on the functional Key Personnel technical criteria.
- Not meeting the minimum total score of 45 points (out of 100 points) for technical evaluation.

8. STAGE 4: PRICE AND SPECIFIC GOAL

Please refer to schedule C1 to C5 for pricing schedule.

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

8.1. SPECIFIC GOALS

B-BBEE and Subcontracting to Black QSEs and Black EMEs

- The following tables will be used to calculate the score out of 20 for BBEE and Black QSEs and EMEs subcontracting as follows:

BBBEE

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3

7	2
8	1
Non-compliant contributor	0

SUBCONTRACTING TO BLACK EMEs AND QSEs:-

SUB-CONTRACTING % TO BLACK QSES & EMES	NUMBER OF POINTS
0 to 20	0
21	1
22	2
23	3
24	4
25	5
26	6
27	7
28	8
29	9
30	10

- The table above will be used to score out of 10 sub-contracting points.
- The Consultant shall, within 10 days of the date of the Letter of Acceptance, make available to TCTA, Memorandum of Understanding between himself and EME/QSEs he will be subcontracting specific work packages to.
- A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- The tables above will be used to calculate the score out of 20 for BBBEE and Subcontracting % to Black EMEs and QSEs.
- All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.

8.2. PRICE

- 8.2.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of the PPPFA.
- 8.2.2. Price must be reflected Excluding and Including VAT.
- 8.2.3. All prices must include disbursements.

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

8.3. PRICE CHANGES (ESCALATION)

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

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

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

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

Where:

E = escalation to be included in the present invoice

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

I = escalation index for the period in question

I₀ = escalation index for the base date for escalation

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

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

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

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

8.4. PREFERENTIAL POINTS CALCULATION

The weighting of the Preferential points calculation is as follows:

Price = 80

Specific Goals = 20

Bidder's Score

9. STAGE 5: SUPPLIER VETTING

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

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

10. CONDITIONS OF BID

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

10.1. COSTS OF BIDDING

- 10.1.1. 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.
- 10.1.2. 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.

10.2. CLARIFICATIONS

- 10.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at

least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

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

10.2.3. Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify and ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

10.3. AMENDMENTS

10.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days prior to the stipulated closing date and time.

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

10.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.

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

10.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.

10.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

10.3.7.

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

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

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

10.5. VALIDITY PERIOD

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

10.6. DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 10.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following **Protection of Personal Information (POPI)** disclaimer.
- 10.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 10.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.

- 10.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- 10.6.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 10.6.6. We may collect the following information about you:
- a) Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
 - b) Information about your beneficial owner if we are required to do so in terms of POPIA.
 - c) Records of correspondence or enquiries from you or anyone acting on your behalf.
 - d) Details of transactions you carry out with us.
 - e) Details of contracts you carry out with us; and
 - f) Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 10.6.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 10.6.8. Why we collect Personal Information
- 10.6.9. Employee and Contractor Information
- a) To Remunerate the person.
 - b) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
 - c) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
 - d) To conduct criminal, credit, employment reference and other related reference checks.
 - e) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

10.6.10. Client Information

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

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

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

10.6.12. Sources of Personal Information

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

10.6.13. The Storage of Personal Information

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

10.6.14. Sharing of Personal Information

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

- c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

10.6.15. Your Rights regarding your Personal Information

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

10.6.16. General Conditions pertaining to Personal Information

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

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

10.7. CONFLICT OF INTEREST

- 10.7.1. Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 10.7.2. Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.
- 10.7.3. Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
- a) has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - b) Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - c) Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- 10.7.4. The limitation of participation shall not apply to bidders who are organs of state.

10.8. RIGHT NOT TO AWARD

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

- 10.8.1. Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 10.8.2. Funds are no longer available to cover the total envisaged expenditure;

10.8.3. No acceptable Bid is received; or

10.8.4. There are material irregularities in the Bid process

11. GENERAL CONDITIONS OF CONTRACT

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

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

Tel: 011 463 2022

e-mail: general@cesa.co.za

PARTICULAR CONDITIONS OF CONTRACT

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

A. REFERENCE FROM CLAUSES IN THE GENERAL CONDITIONS:

1.1 DEFINITIONS

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

1.1.10 Commencement Date is (...insert details)

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

1.3 LANGUAGE FOR COMMUNICATION

The language for communication is English.

1.4. LANGUAGE(S) FOR AGREEMENT

The ruling language of the Agreement is English.

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

1.8 NOTICES

Client:

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

Domicilium Executandi:

Address:	Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd CENTURION 0157
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Consultant:

Postal address _____

Telephone _____

Domicilium Executandi

1.9. PUBLICATION

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

5.2.1. Due Payment

Amount due to the Consultant shall be within 30 days of the Consultant's invoice.

5.2.2. Agreed Compensation for Overdue Payment

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

6.2. DURATION OF LIABILITY

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

6.3.1. LIMIT OF COMPENSATION

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

8.3. ARBITRATION

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

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

B. ADDITIONAL CLAUSES

1.1 DEFINITIONS

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

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

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

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

1.10 CORRUPTION AND FRAUD

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

2.1 INFORMATION

Delete and replace with:

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

2.4 CLIENT'S FINANCIAL ARRANGEMENTS

Delete in its entirety.

3.3 DUTY OF CARE AND EXERCISE OF AUTHORITY

Add:

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

3.5 SUPPLY OF PERSONNEL

Delete and replace with:

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

Add the following paragraphs:

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

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

3.7. CHANGES IN PERSONNEL

Add the following words to the end of the 3.7.1:

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

Delete 3.7.2 and replace with:

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

4.4. DELAYS

Add:

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

4.5. CHANGED CIRCUMSTANCES

Add:

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

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

4.8 EXCEPTIONAL SERVICES

Add:

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

6.4. INDEMNITY

Add the following words to the end of the paragraph:

“Occupational health and safety indemnity:

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

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

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

7.1. INSURANCE FOR LIABILITY AND INDEMNITY

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

Professional Indemnity Insurance

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

Motor Vehicle Insurance

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

General Public Liability Insurance

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

Other Insurances

Insurance against loss or damage to:

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

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

8.1 AMICABLE DISPUTE RESOLUTION

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

8.2. ADJUDICATION

Delete the Sub-Clause and replace with:

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

8.2.1 Appointment of Adjudicator

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

8.2.2 Terms of Appointment

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

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

8.2.3 Payment

- (a) The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
- (b) The retainer fee, if applicable, shall be payment in full for:
 - (i) being available, on 28 days' notice, for all hearings and Site visits;
 - (ii) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
 - (iii) all services performed hereunder except those performed during the days referred to in paragraph 8.2.3 (c) below.
- (c) The daily fee shall be payable for each working day preparing for or attending Site visits or hearings or preparing decisions including any associated travelling time.
- (d) The retainer and daily fees shall remain fixed for the period of tenure of the Adjudicator.
- (e) All payments to the Adjudicator shall be made by the Consultant who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to him within 30 days of receipt. The Adjudicator's invoices for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period, The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.
- (f) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the Adjudicator and recover the sum paid from the Consultant.

8.2.4 Procedure for Obtaining Adjudicator's Decision

- (a) A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these rules.
- (b) The Adjudicator may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing, The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.
- (c) The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:
 - (i) decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him;
 - (ii) make use of his own specialist knowledge, if any;
 - (iii) adopt an inquisitorial procedure;
 - (iv) decide upon the payment of interest in accordance with the Agreement;
 - (v) open up, review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute; and
 - (vi) refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.
- (d) All communications between either of the Parties and The Adjudicator and all hearings shall be in the language of the Agreement. All such communications shall be copied to the other Party.
- (e) No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these rules.

8.2.5 Notice of dissatisfaction

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

APPENDIX 1: SCOPE OF SERVICES (REFER TO SECTION 4)

APPEINDIX 2: PERSONNEL, EQUIPMENT, FACILITIES AND SEVICES OF OTHERS TO BE PROVIDED BY THE CLIENT (N/A)

APPENDIX 3:

SCHEDULE C-1: SUMMARY OF COST ESTIMATE

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

SCHEDULE C-2: DETAILS OF STAFF COSTS

Summary of staff cost

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

Detail of Staff Cost

Task No 1 Task Title _____ Inception _____

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

Task No 2 Task Title Detailed Planning & Documentation

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

Task No 3 Task Title Outage/Shutdown

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

Task No 4 Task Title Close out

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

Task No 5 Task Title Project Management

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

SCHEDULE C-3: STAFF BILLING RATES

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

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

SCHEDULE C-4: STAFF MARK-UP FACTOR

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

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

SCHEDULE C-5: SUMMARY OF DIRECT REIMBURSABLE COSTS

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

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

SCHEDULE C-6: CASH FLOW

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

APPENDIX 4: TIME SCHEDULE FOR SERVICES (REFER TO 4.3.5.4.4 INDICATIVE PROGRAMME BY THE EMPLOYER)

ANNEXURE A: COMPANY EXPERIENCE

FORM 1: COMPANY EXPERIENCE,

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

SIGNATURE: NAME OF BIDDER:

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

CV/S OF KEY PERSONNEL AND TABLES

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

SAMPLE CURRICULUM VITAE

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

Declaration:

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

Signature of Staff Member

Date

ANNEXURE C: FORM OF AGREEMENT

FORM OF AGREEMENT

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

between Trans-Caledon Tunnel Authority (“TCTA”) of Building 9, Olievenhoutbosch Rd, Centurion (hereinafter called “the Client”) of the one part

and

_____ of _____

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

Whereas the Client desires that certain Services should be performed by the Consultant, namely CONTRACT No. 068/2022/PMID/PSP/RFB: CONSULTING SERVICES FOR INSPECTIONS AND REPAIRS OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT PHASE 1

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

Now this Agreement witnesses as follows:

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

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

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

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

Authorised signature of the Client:

TCTA CHIEF EXECUTIVE OFFICER

DATE

Signature of Witness

Authorised signature of the Consultant

NAME

DATE

POSITION

Signature of Witness

ANNEXURE D: SBD 1 - REQUEST FOR BID

PART A - REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	068/2022/PMID/PSP/RFB	CLOSING DATE:	02 JUNE 2023	CLOSING TIME:	12H00
DESCRIPTION	CONSULTING SERVICES FOR THE INSPECTION, REPAIR OF THE DELIVERY TUNNEL NORTH AND ASH RIVER OF THE LESOTHO HIGHLANDS WATER PROJECT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TCTA BUILDING 9, BYLS BRIDGE OFFICE PARK, OLIEVENHOUTBOSCH RD, CENTURION, 0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Colbert Makhubele		CONTACT PERSON		
TELEPHONE NUMBER	012 683 1368		TELEPHONE NUMBER		
E-MAIL ADDRESS	Tenders04@tcta.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B - TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

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

DATE: _____

ANNEXURE E : SBD 4 – 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 interest¹ 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

¹ 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.

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 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? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

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 consortium² 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.

3.4 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.

² 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.

3.5 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.

3.6 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

ANNEXURE F: SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 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 tender 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 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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:

Table 1: Specific goals for the tender and points claimed are indicated per the tables 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE Contributor Level	N/A	10	N/A
Subcontracting % of the value of work to Black QSEs and EMEs	N/A	10	N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

4.5. 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:
.....
.....
.....

SUB-CONTRACTING REQUIREMENTS

1. SUB-CONTRACTING COMMITMENTS

TCTA aims to develop EME/QSE to be able to undertake future similar projects either independently or at JV partner level, to this end, Professional Service Providers shall identify the EME/ QSE that will undertake work packages designated as such using a structured plan.

2. SUB-CONTRACTING TARGETS

Total expenditure on sub-contracting will be in accordance with the undertaking made in claiming related preference points awarded.

3. NON-CONFORMANCE PENALTIES

Should the Professional Service Provider fail to reach the sub-contracting commitment made at the date of the completion of his services, the Professional Service Provider will be penalised by amounts calculated as follows:

$$\text{Penalty amount} = (\text{Target \%} - \text{Actual \%}) \times \text{Accepted Contract Amount}$$

4. MONITORING AND REPORTING

For interim monitoring the Professional Service Provider shall submit to TCTA's SCM representative within 7 days from the end of each month, throughout the duration of the Contract, a schedule of the names of sub-contractors, detail of work undertaken by each sub-contractor for the reporting month, and amounts paid to each sub-contractor for that particular month and on an accumulative basis for the preceding months:

Within 30 days of the date completion of the scope of his services, an audited statement verifying the total cumulative spend on sub-contractors (excluding VAT and escalation) paid from commencement date up to the date of the completion of the scope of services shall be furnished to the TCTA's SCM representative, however the Employer reserves the right to appoint the independent external auditor.

ANNEXURE G: ACCESS FORM

I hereby request for a pin code to access TCTA premises for the submission of the abovementioned bid, and give at least 48-hours notice for such request.

BID NUMBER:	068/2022/PMID/PSP/RFB
BID DESCRIPTION:	Consulting Services for the Inspection, Repair of the Delivery Tunnel North and Ash River of the Lesotho Highlands Water Project
REQUEST FOR ACCESS PIN DEADLINE	31 May 2023 @ 12h00
BID CLOSING DATE:	02 June 2023
BID CLOSING TIME:	12h00
NAME OF BIDDER:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE

DATE: _____