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**CONSULTING SERVICES FOR PROVISION OF GENERAL MODELLING AND
WATER RESOURCE EVALUATION SERVICES FOR ALLOCABLE WATER
QUANTIFICATION AND TO SUPPORT INTEGRATED WATER RESOURCE
PLANNING OF NWAMITWA DAM**

Bid Number:	<i>R-003/2025/PMID/FEASIBILITY/RFB</i>
Briefing Session:	<i>Compulsory</i>
Briefing Session Date and Time:	7 November 2025 at 12:00 PM
Briefing Session Venue:	<i>The meeting arranged as follows:</i> <i>A. Online: Microsoft Teams meeting details:</i> Meeting ID: 390 680 690 509 5 Passcode: pY9Az69m
Clarifications Deadline:	25 November 2025 at 16:00 PM
Closing Date and Time: <i>Bidders must submit their bids during office hours between 08:00am and 4:30pm, received by a TCTA representative.</i>	28 November 2025 at 14:00 PM
Bid Validity Period:	<i>120 Calendar Days</i>
Bid Submission Physical Address:	<i>Bid Submissions must be sent to:</i> <i>Byls Bridge Office Park</i> <i>Cnr Olievenhoutsbosch Road and Jean Avenue</i> <i>Doringkloof</i> <i>Centurion</i> <i>0157</i> <i>Bid submission must be addressed to the Receiving Officer and marked RFB No.</i> 003/2025/PMID/FEASIBILITY/RFB
Enquiries:	<i>Name: G Mnisi</i> <i>Email Address: tenders01@tcta.co.za</i>

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

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	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.
FIRM PRICES	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
HISTORICALLY DISADVANTAGED ENTITIES	Means entities that are at least: <ul style="list-style-type: none"> • 51% black owned; • 51% owned by black youth; • 51% owned by black women; • 51% owned by black people with disabilities; • 51% owned by black people in rural areas, underdeveloped areas or townships; • a co-operative that is 51% owned by black people; • 51% owned by black people who are military veterans.
LOWEST ACCEPTABLE TENDER	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

PROCUREMENT SPECIALIST	Any person in the TCTA's Procurement Unit who is responsible for managing a bid process from start to finish.
PO	A Purchase Order generated by the TCTA's Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
PRICE	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts.
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
RD	A Requesting Department within TCTA or its representative.
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 Preferential Procurement Policy Framework Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
CMS	Catchment Management Strategy
DWS	Department of Water Affairs and Sanitation
IAP's	Invasive Alien plants
IFR	In-stream Flow requirements
NWA	National Water Act

NWRS	National Water Resources Strategy
SFR	Stream Flow Reduction
SMC	Study Managent Committee
SMT	Study Management Committee
WMA	Water Management Area
WRC	Water Research Commission
WRPM	Water Resource Planning Model
WRYM	Water Resources Yield Model

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA.
- 2.2. Bid Submissions must:
 - 2.2.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time even if such late submission is as a result of circumstances beyond the Bidder's control;
 - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging; and
 - 2.2.3. Contain a Firm Price.
- 2.3. TCTA reserves the right to reject bids that are not prepared in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.
- 2.4. Bidders must provide 2 (two) hardcopies of the bid submission and one electronic copy on an unencrypted USB hard drive subject to the following:
 - 2.4.1. USB hard drives must not be password protected and must be free of any and all corruption and/or viruses.

- 2.4.2. TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.
- 2.4.3. Only pdf documents and electronic copy (Microsoft Excel) of the price schedules will be accepted and not word, images or any other format not specified in this bid document.
- 2.4.4. These provisions will be applied on a case-by-case basis within the sole discretion of the bid evaluation committee.
- 2.5. The bid submissions shall be duly completed and signed, and shall be submitted as follows:
 - 2.5.1. One original bid submission shall be sealed in an envelope endorsed: "ORIGINAL BID SUBMISSION RFB No. 003/2025/PMID/FEASIBILITY/RFB CONSULTING SERVICES FOR THE PROVISION OF GENERAL MODELLING AND WATER RESOURCE EVALUATION SERVICES FOR ALLOCABLE WATER QUANTIFICATION AND TO SUPPORT INTEGRATED WATER RESOURCE PLANNING".
 - 2.5.2. One copy bid submission shall be sealed in an envelope endorsed: "COPY BID SUBMISSION RFB No. 003/2025/PMID/FEASIBILITY/RFB CONSULTING SERVICES FOR THE PROVISION OF GENERAL MODELLING AND WATER RESOURCE EVALUATION SERVICES FOR ALLOCABLE WATER QUANTIFICATION AND TO SUPPORT INTEGRATED WATER RESOURCE PLANNING OF NWAMITWA DAM".
 - 2.5.3. Electronic copy (Microsoft Excel) of the price schedules.
- 2.6. This Bid has 6 stages of evaluation summarized in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.
- 2.7. The bidder must complete and submit all the SBD forms in the annexures and provide their Tax Compliance Status Pin or the Central Supplier Database Master Registration Number for TCTA to verify the bidder's tax compliance.

3. BACKGROUND

TCTA is calling for proposals from Professional Service Providers (PSPs) for the provision of water resource modelling and water resource evaluation services for allocable water quantification and to support related integrated water resources planning in the Letaba river. A description of the background to this Call for Proposals and the Terms of Reference (ToR) for the ensuing study follows.

- 3.1. Description of the study area, available data, previous studies and considerations related to water resource management

Please see **Figure 1** general location of Study Area.

The study area comprises of the water resources of the catchment of the Letaba River. This area represents the tertiary catchments B81, B82 and B83. Adjacent areas supplying water

to this catchment or getting water from this catchment are also part of the study area. The Letaba River Catchment is located in the north-eastern corner of South Africa, where it borders on Mozambique along the eastern side. It falls entirely within the Limpopo Province, and adjoins the Olifants to the south. The Letaba catchment forms part of the Limpopo River Basin, an international river shared by South Africa, Botswana, Zimbabwe and Mozambique. Approximately 35% of the land area of the catchment along the eastern boundary falls within the Kruger National Park. The rivers flowing through the park are of particular importance to the maintenance of ecosystems.

The three main branches of the Middle Letaba River, the Klein and Groot Letaba, have their confluence on the western boundary of the Kruger National Park. The Letaba River flows into the Olifants River just upstream of the border with Mozambique. The topography is marked by the northern extremity of the Drakensberg range and the eastern Soutpansberg, which both extend to the western parts of the catchment, and the characteristic wide expanse of the Lowveld to the east of the escarpment. Climate over the water management area is generally sub-tropical, although mostly semiarid to arid. Rainfall usually occurs in summer and is strongly influenced by the topography. Along the western escarpment rainfall can be well over 1 000 mm per year, while in the Lowveld region in the eastern parts of the water management area rainfall decreases to less than 300 mm per year and the potential evaporation is well in excess of the rainfall. Grassland and sparse bushveld shrubbery and trees cover most of the terrain, marked by isolated giant Boabab trees. The geology is varied and complex and consists mainly of sedimentary rocks in the north, and metamorphic and igneous rocks in the south. The eastern limb of the mineral rich Bushveld Igneous Complex touches on the southern parts of the catchment. The formation is of relatively low water bearing capacity. A wide spectrum of soils occurs in the catchment, with sandy soils being most common.

There is available a comprehensive record of all available data sets, reports on previous and current water-related studies and all water-related modelling undertaken.

The following considerations regarding the Study Area's water-related situation, needs to be taken into account, namely:

- In the recent past, a range of water resource-related models have been configured for the Letaba River catchments, i.e. the monthly WRSM90/WRSM2000 modelling suite (which contains the Pitman model), the daily ACRU agro-hydrological model, the monthly WRYM, the monthly Rapid Simulation system model among others.
- The water resources of the Letaba catchment are generally believed to be over-allocated, but, in practice, many users have not yet taken up their full entitlements, whereas others are deemed to over-abstract or abstract illegally.
- The primary categories of water use are: *streamflow reductions* (commercial afforestation), *irrigated agriculture*, *domestic and industrial*, *the ecological Reserve requirements and invasive alien plants (IAPs)*.

- Several large dams are located in the study area. These are Dap Naude, Ebenezer, Magoebaskloof, Vergelegen, Hans Merensky, Tzaneen, Thabina, Middel Letaba, Nsami, Thapane and Modjadji Dam. Numerous smaller dams are also scattered over the study area, most of which are used for irrigation.
- The main urban areas in the Letaba are Tzaneen and Nkowakowa in the Groot Letaba River catchment and Giyani in the Klein Letaba River catchment. A water supply scheme to transfer water from Nandoni Dam has just been commissioned to alleviate the deficits of the stressed Middle Letaba sub-system in the Letaba River basin.
- Intensive irrigation farming is practised in the upper parts of the Klein Letaba River catchment (upstream and downstream of the Middle Letaba Dam), the Groot Letaba (downstream of the Tzaneen Dam) and Letsitele Rivers. Vegetables (including the largest tomato production area in the country), citrus and a variety of sub-tropical fruits such as bananas, mangoes, avocados and nuts are grown. Large areas of the upper catchments have been planted with commercial forests in the high rainfall parts of the Drakensberg escarpment and on the Soutpansberg. The area, particularly the Groot Letaba sub-area, is a highly productive agricultural area with mixed farming, including cattle ranching, game farming, dry land crop production and irrigated cropping. Agriculture, with the irrigation sector in particular, is the main base of the economy of the region.
- Entitlements for water used for irrigation exceed 65% of the historical firm yield of the system.
- The water balance of the wetlands is dependent on the groundwater dynamics of their immediate environments.
- Groundwater is a major contributor to the low flows in the rivers.
- The extent and impact of sedimentation in the dams need to be assessed.
- The recent Verification and Validation of Water Use study for the Letaba catchment area undertaken by the Regional Office must be thoroughly analysed and the results incorporated into the modelling, if found relevant. The PSP must critically determine the usefulness of this data and then use it in this study, if found applicable.
- A general location of the Study area is shown below in **Figure1**.

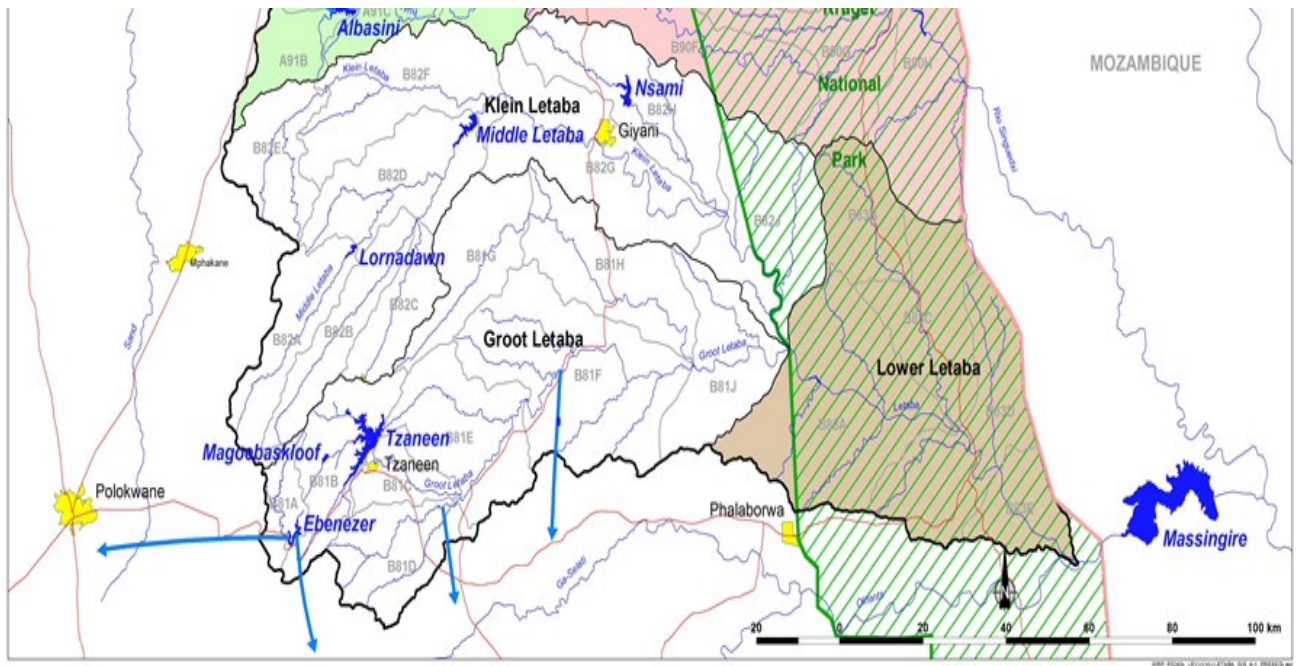


Figure 1: General location of Study Area

3.2. Company Experience

The bidders should have company experience in the following:

- Experience in setting up and updating systems models.
- Experience in setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM).
- Experience in developing water requirement scenarios for municipalities, industries and irrigators.
- Experience and good understanding of water resources planning including hydrology, geohydrology, and water quality and to assess their impacts on the system yields.
- Experience in mega-project development and financial viability
- Ability to synthesize recommendations in a complex environment.
- Ability to interact with and successfully manage multidisciplinary teams.
- Ability to manage public participation processes.

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

3.3. **Personnel Experience: CVs of Key Personnel**

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

3.4. **Methodology**

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

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

3.6. **SANAS Verified B-BBEE Certificate(s) or Sworn Affidavit(s)**

The bidder must provide the certificate(s) or affidavit(s) per the requirements of **Stage 4: Specific Goals** below.

3.7. **Joint Venture Agreement or Memorandum of Understanding and Declaration of Joint and Several Liability**

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

3.8. **Power of Attorney and Authority for Signatory**

The bidder should provide the relevant documents per Annexure E.

3.9. **Letter of Offer by the Bidder**

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

3.10. **Summary of Cost Estimate**

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

3.11. Personnel Costs

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

3.12. Personnel Billing Rates

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

3.13. Personnel Mark-up Factors

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

3.14. Direct Reimbursable Costs

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

3.15. Cash Flow

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

3.16. Manpower Schedule

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

3.17. Programme and Charts

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

Agreement (i.e. Annexure S: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.18. Proof of Registration with National Treasury Central Supplier Database (CSD)

The bidder should provide proof of registration with National Treasury CSD in Annexure R.

3.19. AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT

The bidder must use the agreement form and appendices (Scope of Services; Personnel, Equipment, Facilities and Services of Others to be Provided by the Client; Remuneration and Payment; Time Schedule of Services; and The Conditions of the Client/Consultant Model Services Agreement) to compile the bid (Annexure S).

4. SCOPE OF WORK

4.1. Detailed Description of Goods/Services

TCTA is aware that it might appear to be some overlap between this Tender and a recent DWS tender, especially since Nwamitwa Dam is inside the Letaba sub-catchment (B81). However, the two studies are different in scope, focus, and intended outcomes.

The Nwamitwa Dam Bridging Study is focused on preparing the Nwamitwa Dam for implementation and it aims to address information gaps identified during the initial Budget Facility for Infrastructure (BFI) application. These include updates to hydrology, feasibility data, stakeholder inputs, and alignment with the latest Treasury guidelines. The refined study will help ensure the project is ready for funding and construction. It is project-specific, covering a limited area in the Groot Letaba catchment, and is scheduled to be completed in 12 months.

The DWS study covers the broader Luvuvhu-Letaba Water Supply System and is aimed at long-term water resource planning across multiple sub-catchments (B81, B82 and B83). This includes system modelling, scenario analysis, Reserve determination, water demand projections, and reconciliation strategies for the next 25 years. This study is more strategic in nature and is planned over a 36-month period.

For the Nwamitwa Dam Bridging Study the Consultant will review the existing feasibility study report and undertake all necessary work to ensure the feasibility study is current, complete, and compliant with applicable standards and guidelines.

The main components of the work include a thorough review of the existing feasibility study report and its evaluation against the Infrastructure Planning Guideline, consultation with relevant stakeholders, a review of the water resources simulation model, and updates to demographic and water demand data. Additionally, the service provider must provide supplementary information related to project assurance of supply and the current tariffs applicable to beneficiaries.

Tasks: -

- Task 1: Inception report.
- Task 2: Provide Technical Modelling Support for the Evaluation of the Current Situation.
- Task 3: Hydrological data and water demand updates.
- Task 4: Project management.
- Task 5: Skills Development as per CIDB B.U.I.L.D Programme.

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

4.2. Deliverables

- 4.2.1 Inception Report
- 4.2.2 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Hydrology
- 4.2.3 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Assessment of rainfall and river flow gauging stations
- 4.2.4 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Systems' Operations
- 4.2.5 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Systems analysis report – updated Water Resource Yield Model and Water Resources Planning Model
- 4.2.6 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Ecological requirements
- 4.2.7 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Land use and water requirements
- 4.2.8 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Assessment of water quality
- 4.2.9 Middle Letaba, Klein Letaba and Groot Letaba sub reports on Assessment of Alien invasive vegetation
- 4.2.10 Yield modelling report
- 4.2.11 Ground water quality and statistics report
- 4.2.12 Climate change scenarios report
- 4.2.13 Final Water Availability Assessment Report
- 4.2.14 Executive Summary
- 4.2.15 Newsletter(s)
- 4.2.16 Study Management Meetings – reports and minutes
- 4.2.17 Study Technical Support Group meetings - reports and minutes
- 4.2.18 Study Steering Committee meetings - reports and minutes
- 4.2.19 Stakeholder Workshops
- 4.2.20 Quarterly progress reports

5. STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION

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

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

6. STAGE 2: RETURNABLES

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

No.	Document Type	Description	Status
1.	Functionality	Company Experience	Non-Mandatory
2.	Functionality	Personnel Experience: CVs of Key Personnel	Non-Mandatory
3.	Contracting	Methodology	Non-Mandatory
4.	Compliance	SANAS verified B-BBEE certificate(s) or Sworn Affidavit(s)	Non-Mandatory
5.	Agreement	Joint Venture Agreement or Memorandum of Understanding and Declaration of Joint and Several Liability	Non-Mandatory
6.	Agreement	Power of Attorney and Authority for Signatory	Non-Mandatory
7.	Price	Letter of Offer by the Bidder	Non-Mandatory
8.	Price	Summary of Cost Estimate	Mandatory
9.	Price	Personnel Costs	Non-Mandatory
10.	Price	Personnel Billing Rates	Non-Mandatory
11.	Price	Personnel Mark-Up Factors	Non-Mandatory
12.	Price	Direct Reimbursable Costs	Non-Mandatory
13.	Price	Cash Flow	Non-Mandatory
14.	Price	Manpower Schedule	Non-Mandatory
15.	Compliance	Programme and Charts	Non-Mandatory
16.	SBD1	Request for Bid (SBD 1)	Non-Mandatory
17.	SBD4	Bidder's Disclosure (SBD 4)	Non-Mandatory

No.	Document Type	Description	Status
18.	SBD6.1	In Terms of PPR 2022 (SBD 6.1)	Non-Mandatory
19.	Compliance	Proof of Registration with National Treasury Central Supplier Database (CSD)	Non-Mandatory

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

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.

No.	Functionality	Maximum score
1	Company Experience: (1),(2), (3), (4) and (5) (Refer to Annexure A)	
1.1	<p>Past experience of the company in the field of water resource planning and updating hydrology. Experience should be demonstrated by listing the projects where you were the main Consultant.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • To 2 years: 1 point <p>No projects listed 0 points Maximum points allocated are 5 points.</p>	5
1.2	<p>Past experience of the company in the field of setting up and updating systems models. Experience should be demonstrated by listing the projects where you were the main Consultant.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • To 2 years: 1 point <p>No projects listed 0 points Maximum points allocated are 5 points.</p>	5
1.3	<p>Past experience of the company in the field of setting up and utilizing the Water Resource Yield Model (WRYM) and Water Resource Planning Model (WRPM). Experience should be demonstrated by listing the projects where you were the main Consultant.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • To 2 years: 1 point <p>No projects listed 0 points Maximum points allocated are 5 points.</p>	5
1.4	<p>Past experience of the company in the field of developing water requirement scenarios for Government Departments, municipalities, industries and irrigators. Experience should be demonstrated by listing the projects. where you were the main Consultant.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • To 2 years: 1 point <p>No projects listed 0 points Maximum points allocated are 5 points.</p>	5

1.5	<p>Past experience of the company in the field of mega-project development and financial viability. Experience should be demonstrated by listing the projects</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • To 2 years: 1 point <p>No projects listed 0 points Maximum points allocated are 5 points.</p>	5
Subtotal		25
2	Personnel Experience: CVs of Key Personnel (Refer to Annexure B)	
2.1	<p>Study Leader:</p> <p>The incumbent must be a Professional Engineer (Pr. Eng.) (or internationally equivalent) and have experience in project management, and similar/comparable water resource planning and hydrology studies. Experience should be demonstrated by listing the projects in the abridged cv documents attached as part of the proposal.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 15 points • Above 8 to 10 years: 9 points • Above 6 to 8 years: 6 points • Above 4 to 6 years: 4 points • Less than 4 years: 1 point <p>No projects listed 0 points. Maximum points allocated is 15 points.</p>	15
2.2	<p>Deputy Study Leader:</p> <p>The incumbent must be a be a registered Professional Engineer (with ECSA or recognised institution according to the Washington Accord) or registered professional Scientist (SACNASP) and have experience in project management, and similar/comparable water resource planning and hydrology studies. Experience should be demonstrated by listing the projects in the abridged cv documents attached as part of the proposal.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 15 points • Above 8 to 10 years: 9 points • Above 6 to 8 years: 6 points • Above 4 to 6 years: 4 points • Less than 4 years: 1 point <p>No projects listed 0 points. Maximum points allocated is 15 points.</p>	15
2.3	<p>Specialist: Water resource engineer.</p> <p>The incumbent must be a Professional Engineer (Pr. Eng.) (or internationally equivalent) and have experience in water resource engineering.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 6 to 10 years: 4 points • Above 4 to 6 years: 3 points • Above 2 to 4 years: 2 points • Less than 2 years: 1 point <p>No projects listed 0 points. Maximum points allocated is 5 points.</p>	5

2.4	<p>Specialist: Geohydrologist.</p> <p>The incumbent must have BSc (geology), be a Professional Natural Scientist (Pr. Sci. Nat.) OR be a Professional Engineer (Pr. Eng) (or internationally equivalent) and have at least five years of experience in geological, water resource engineering, hydrology, geohydrological and geotechnical investigations, geophysical surveys, mapping, testing and assessments of large dams (category 3** with vertical height ≥25m) and related infrastructure.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 9 to 10 years: 3 points • Above 8 to 9 years: 2 points • Above 5 to 7 years: 1 points <p>No projects listed 0 points. Maximum points allocated is 5 points.</p>	5
2.5	<p>Specialist: Water quality</p> <p>The incumbent must have be a Professional Natural Scientist (Pr. Sci. Nat.) OR be a Professional Engineer (Pr. Eng) (or internationally equivalent) and have at least five years of experience in water quality monitoring and climate change.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 9 to 10 years: 3 points • Above 8 to 9 years: 2 points • Above 5 to 7 years: 1 points <p>No projects listed 0 points. Maximum points allocated is 5 points.</p>	5
2.6	<p>Specialist: environmentalist.</p> <p>The incumbent must have environmental-related degree in biological, physical or earth sciences (NQF level 7) and have at least five years of experience in managing and monitoring environmental and social management in integrated water resource planning.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 9 to 10 years: 3 points • Above 8 to 9 years: 2 points • Above 5 to 7 years: 1 points <p>No projects listed 0 points. Maximum points allocated is 5 points.</p>	5
2.7	<p>Specialist: stakeholder engagement.</p> <p>The incumbent must have a degree in communications or developmental studies (NQF level 7) and have at least five years experience in social facilitation/ community engagement relating to integrated water resource planning</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Above 10 years: 5 points • Above 9 to 10 years: 3 points • Above 8 to 9 years: 2 points • Above 5 to 7 years: 1 points <p>No projects listed 0 points. Maximum points allocated is 5 points.</p>	5
Subtotal		55
TOTAL		80

Bidders who do not meet:

- **The threshold of 49 points out of the 80 points under Functionality will be disqualified at the end of this stage and not evaluated further.**

8. STAGE 4: SPECIFIC GOALS

The specific goals for this bid are as follows:

8.1. B-BBEE

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.1.2. A joint venture or consortium must submit a consolidated B-BBEE certificate based on the weighted members participation in order to earn B-BBEE points.
- 8.1.3. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit.

9. STAGE 5: PRICE

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

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

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

Where-

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

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

- 9.6.2. The 80/20 preference point system will apply.

- 9.6.3. The weighting of the Preferential points calculation is as follows:

Specific Goals	= 20
Price	= 80

Bidder's Score

10. STAGE 6: SUPPLIER VETTING

TCTA may disqualify a bidder who/whose:

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

11. CONDITIONS OF BID

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

11.1. Costs of Bidding

- 11.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.

- 11.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

11.2. Clarifications

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

11.3. Amendments

- 11.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 11.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 11.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 11.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 11.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 11.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

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

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

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

11.5. Validity Period

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

11.6. Disclaimer - Protection of Personal Information Act

- 11.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 11.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 11.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 11.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).

- 11.6.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 11.6.6. We may collect the following information about you:
- 11.6.6.1. Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
 - 11.6.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 11.6.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.
 - 11.6.6.4. Details of transactions you carry out with us.
 - 11.6.6.5. Details of contracts you carry out with us; and
 - 11.6.6.6. Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 11.6.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 11.6.8. Why we collect Personal Information
- 11.6.9. Employee and Contractor Information
- 11.6.9.1. To Remunerate the person.
 - 11.6.9.2. To comply with laws authorising or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
 - 11.6.9.3. To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
 - 11.6.9.4. To conduct criminal, credit, employment reference and other related reference checks.
 - 11.6.9.5. To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.
- 11.6.10. Client Information
- 11.6.10.1. To render client related services and administration of client accounts.

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

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

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

11.6.12. Sources of Personal Information

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

11.6.13. The Storage of Personal Information

- 11.6.13.1. All personal information collected by TCTA will be stored as follows:
- 11.6.13.2. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- 11.6.13.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- 11.6.13.4. Required by law or contractual obligation.

- 11.6.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- 11.6.13.6. Retained further with the person's consent:
- 11.6.13.7. After which the information will be de-identified and disposed of as per the TCTA Records policy.

11.6.14. Sharing of Personal Information

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

11.6.15. Your Rights regarding your Personal Information

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

- 11.6.15.3. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- 11.6.15.4. The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

11.6.16. General Conditions pertaining to Personal Information

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

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

11.7. Conflicts of Interest

- 11.7.1. Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 11.7.2. Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.
- 11.7.3. Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
 - 11.7.3.1. Has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - 11.7.3.2. Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - 11.7.3.3. Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent

environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.

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

11.8. Right Not to Award

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid:

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

11.9. Subcontracting after award

The successful bidder:

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

11.10. Notification of Unsuccessful Bidders

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

11.11. Prohibition of Bribery, Fraudulent and Corrupt Practices

- 11.11.1. No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
 - 11.11.1.1. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
 - 11.11.1.2. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or

11.11.1.3. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

11.11.2. TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 11.11.1 above has occurred.

11.12.Fronting

11.12.1. The TCTA supports the spirit of Broad-Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.

11.12.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.

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

11.13.Joint venture or consortium

11.13.1. The joint venture or consortium agreement:

11.13.1.1. Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.

11.13.1.2. Must record the percentage participation by each member.

11.13.1.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;

11.13.1.4. Must provide for the establishment of a management body for the joint venture or consortium;

11.13.1.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;

11.13.1.6. Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;

- 11.13.1.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 11.13.1.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 11.13.1.9. Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

11.13.2. Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to.

11.13.3. Amendment of the joint venture or consortium agreement

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