

COURT ONLINE COVER PAGE

IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: **2026-097247**

In the matter between:

TRANS-CALEDON TUNNEL AUTHORITY Plaintiff / Applicant / Appellant

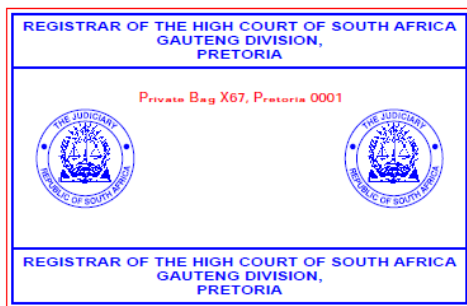
and

ZUTARI (PTY) LTD

Defendant / Respondent

Notice of Motion (Long Form)

NOTE: This document was filed electronically by the Registrar on 29/4/2026 at 1:02:28 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of Pretoria , Gauteng
Division,Pretoria**

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO:

In the matter between:

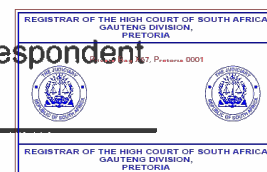
Trans-Caledon Tunnel Authority

Applicant

and

Zutari (Pty) Ltd

Respondent



NOTICE OF MOTION

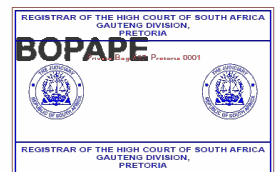
KINDLY TAKE NOTICE THAT the Applicant intends to make an application to the Honourable Court on 05 May 2026, at 10h00 or soon thereafter as Counsel for the Applicant may be heard for an order in the following terms:

1. That the Honourable Court condone non-compliance with the Rules relating to form, service, filing and enrolment of applications, and that this application be dispensed with on an urgent basis as provided for in terms of Rule 6(12) of the Uniform Rules of Court, and that the Honourable Court condone in terms of Rule 27 of the Uniform Rules of Court non-compliance, with Rule 41A of the Uniform Rules of Court.
2. That the Applicant's decision to cancel the tender process in respect of Tender 012/2023/PMID/DESIGNS/RFB for the appointment of a detail design and construction supervision professional service provider: Berg River-Voëlville Dam

Augmentation Scheme (BRVAS) be reviewed and set aside in terms of section 6(2) of the Promotion of Administrative Justice Act 3 of 2000.

3. That the settlement agreement concluded between the Applicant and the Respondent on 28 April 2026, a copy of which is annexed to the Founding Affidavit marked "**FA4**", be made an order of this Honourable Court.
4. Further and/or alternative relief.

TAKE NOTICE FURTHER that the accompanying affidavit of **WILLIAM BOPAPE** together with annexures thereto will be used in support of the application.



TAKE NOTICE FURTHER that the Applicant has appointed **MALATJI & CO ATTORNEYS**, whose full particulars appear hereunder as the address at which the Applicant will accept notice and service of all process in these proceedings.

DATED AND SIGNED AT SANDTON ON THIS 28 DAY OF APRIL 2026.

A large, stylized handwritten signature in black ink, appearing to be 'Malatji'.

MALATJI & CO ATTORNEYS

ATTORNEYS FOR THE APPLICANT

5th Floor, The Ridge

1 Discovery Place

Cnr. Katherine Street and Rivonia Road

Sandton

Tel: 011 072 2600

Fax: 087 220 1075

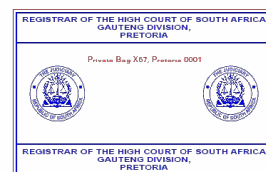
Email: tmalatji@mcinc.africa

amakgopa@mcinc.africa

zhlatshwayo@mcinc.africa

Ref: T Malatji/A Makgopa/ Z Hlatshwayo/M02527

**TO: THE REGISTRAR OF THE ABOVE
HONOURABLE COURT**



**AND TO: WEAVIND & WEAVIND ATTORNEYS
ATTORNEYS FOR THE RESPONDENT**

Block E, Glenfield Office Park

361 Oberon Avenue

Faerie Glen

Pretoria

0081

Tel: 012 346 3098

Email: Raiford@weavind.co.za

jj@weavind.co.za

Ref: ER JOHNSON/Z13089

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

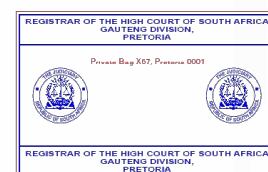
CASE NO:

In the matter between:

Trans-Caledon Tunnel Authority

Applicant

and



Zutari (Pty) Ltd

Respondent

FOUNDING AFFIDAVIT

I, the undersigned,

WILLIAM BOPAPE

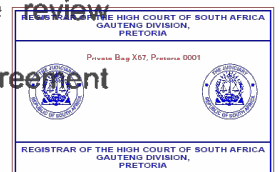
hereby state as follows under oath:

1. I am an adult male Executive Manager: Project Management and Implementation of the Trans-Caledon Tunnel Authority ("TCTA" / "the Applicant").
2. I am duly authorised to depose to this affidavit on behalf of TCTA and to place before this Honourable Court the facts relevant to the relief sought. The matters

deposed to herein fall within my personal knowledge insofar as they pertain to decisions taken by TCTA, on information contained in TCTA's official records and advice furnished to TCTA by its legal representatives, which information I verily believe to be true and correct.

NATURE OF THE APPLICATION

3. This is an urgent application seeking an order reviewing and setting aside TCTA's decision to cancel the tender forming the subject of the review proceedings under this case number, and making the settlement agreement concluded between the parties an order of court.



4. Although the relief is sought by agreement between the parties, this affidavit deliberately sets out the background to the dispute at length. This is done to enable this Honourable Court to appreciate both the exceptional urgency of the matter and the weighty public interest considerations that render immediate judicial intervention necessary.

THE PARTIES

5. The Applicant is Trans-Caledon Tunnel Authority, a public entity listed in Schedule 2 to the Public Finance Management Act 1 of 1999 ("the PFMA"), established as a water management institution in terms of the National Water Act, and tasked with the financing and implementation of bulk raw-water infrastructure on behalf of the Republic of South Africa.
6. The Respondent is Zutari (Pty), a private company registered and incorporated in terms of the company laws of South Africa with place of business at Riverwalk Office Park, 41 Matroosberg road, Ashlea Gardens, Extension 6, Pretoria.

THE BRVAS PROJECT AND ITS PUBLIC SIGNIFICANCE

7. The dispute arises from the procurement of professional services required for the Berg River–Voëlvlei Dam Augmentation Scheme ("BRVAS"), a significant bulk raw-water infrastructure project implemented by TCTA on behalf of the Department of Water and Sanitation.
8. The project is intended to address long-term water security in the Western Cape by enabling the abstraction of surplus winter flows from the Berg River and transferring such water into the Voëlvlei Dam, thereby strengthening the reliability and resilience of the regional water supply system.
9. The BRVAS project responds directly to historic and anticipated water shortages, climate variability and increasing demand. Delays in its implementation have systemic consequences for municipalities, agricultural producers, industry and domestic users that rely on a secure water supply.
10. A critical and defining feature of the BRVAS project is that it is user-funded. Users ultimately carry the financial burden of the project through water tariffs based on projected capital expenditure, timelines and assessment of affordability.
11. As a result, the success of the BRVAS project depends not only on engineering feasibility, but on the continued willingness and ability of users to fund the project. That willingness is sensitive to uncertainty, delays and escalating costs.
12. Based on comparable bulk-water projects, even those executed by the Applicant, it is evident that prolonged procurement disputes, extended litigation or repeated tender processes materially increase professional fees, construction costs and financing costs, which in turn translate into higher tariffs.



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At some point, tariff impacts risk becoming unacceptable or unaffordable, threatening the viability of the project itself.

13. These realities inform every decision taken by TCTA in relation to the BRVAS project and underscore why delay in the present matter will most likely compromise the entire project.

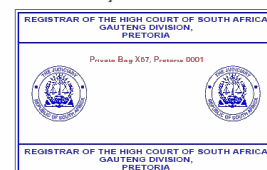
THE PROCUREMENT STRATEGY

14. In structuring the procurement of professional services for BRVAS, TCTA adopted a phased and risk-managed approach. TCTA had already appointed Amanzi Entaba Joint Venture ("AEJV") as professional service provider for conceptual design and project management services.
15. AEJV was appointed pursuant to a Request for Proposal ("RFP") issued during January 2018 for the appointment of a consultant to provide consultancy services for the BRVAS project.
16. AEJV's contractual scope included, *inter alia*, Tender Review, Design Review, Construction Monitoring, Post-construction Monitoring and Project Management. AEJV was further required to retain qualified personnel for as long as it takes to complete the requisite services.
17. In late 2023, TCTA adopted a revised strategy relating to the BRVAS project in terms of which AEJV would retain overall project management responsibilities and a separate service provider would be appointed to prepare detailed designs and supervise their own designs. Pursuant to the aforesaid, TCTA issued a request for bids for the appointment of a separate professional service provider responsible for detailed design and construction supervision functions.



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18. This model required careful coordination. It was essential to avoid duplication of services, over-resourcing, or misalignment of responsibilities, particularly in light of TCTA's obligations to ensure value for money and to avoid fruitless and wasteful expenditure as contemplated in the PFMA and related prescripts.
19. These concerns were not intangible. The Auditor-General had specifically warned against situations in which public entities find themselves paying multiple professional service providers for overlapping or duplicated services, with no corresponding increase in value.



THE TENDER PROCESS AND THE NEGOTIATIONS

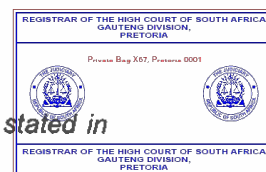
20. On 5 September 2023, TCTA Bid Specification Committee ("BSC") resolved to approve the Request for Bid ("RFB") document for the appointment of a Detail Design and Construction Supervision Professional Service Provider: Berg River-Voëlmei Dam Augmentation Scheme.
21. The RFB was advertised by TCTA on 14 November 2023 with a closing date initially set for 15 February 2024. The bid closing date and time was subsequently extended to Thursday, 14 March 2024. The scope of services included the provision of engineering, project management, environmental, social and other specialist services consisting of the following tasks:
- 21.1. Tender design and documentation;
 - 21.2. Detailed design;
 - 21.3. Construction supervision;
 - 21.4. Assessment and close out;
 - 21.5. Project management; and

- 21.6. Transformation (development of black South Africans, enterprises and suppliers).
22. In order not to burden the court papers, I annex hereto a copy of TCTA's Request for Bid, without annexures, as annexure "FA1"
23. The bid evaluation process comprised of six stages. Importantly, the RFB provided that *"If the price offered by the highest scoring bidder is not market related, TCTA may negotiate a market-related price."*
24. On 6 March 2024, TCTA issued Addendum No. 5, which introduced minimum resource requirements and amended the term *"Person-month"* and replaced it with *"standard person-month of 168 hours and equivalent to 21 working days"*.
25. On or about 14 March 2024, Zutari submitted its bid in response to the RFB at a cost price of R142 699 551,07. Zutari's submission was one of two bid submissions received by TCTA in response to the RFB. In its bid, Zutari stated that the BRVAS was a "large multi-disciplinary project that involves diverse engineering skills."
26. Zutari was ultimately identified as the highest-scoring bidder. Its designation as preferred bidder was, however, expressly made subject to the conclusion of successful negotiations, as provided for in the tender documents.
27. The points for negotiation were set out as follows:

"12. POINTS FOR NEGOTIATIONS

The bidder must deliver on the scope at the total submitted price however, the BEC is requesting permission to negotiate the following:

- *There is misalignment from the bidder's proposed cost breakdown and resource allocation, and this will make the management of contract challenging.*
- *The resource allocation does not align with the scope of work for the bidder and the information, which was submitted for Functionality e.g. The main scope for this tender is detail design and construction supervision however in their submission the bidder focused more on project management which is the scope for the current PSP(AEJV).*
- *The price for the transformation does not align the requirements as stated in the bid document/scope of work and require to be redone."*



28. On 23 August 2024, TCTA addressed a letter to Zutari informing Zutari that it has been approved as the preferred bidder for the tender. Zutari was informed that *"the award of the contract is subject to successful negotiations between TCTA and Zutari as per the tender conditions. Should such negotiations fail, TCTA will terminate the process"*.
29. Negotiations commenced on 29 August 2024. In this meeting it was explained to Zutari that AEJV had already been appointed as the project engineer and would be responsible for the overall project management during the construction phase. Therefore, Zutari was requested to relook and reduce its resource allocation considering that the scope of services was limited to detail design only. Zutari indicated that its resource allocation aligned with the scope of work and project delivery timelines, however, they committed to relook the resource allocation and to make reductions where feasible. With regard to the price, Zutari stated that same was competitive and that *"the negotiations will not yield to any price reductions"*.

30. Negotiations between TCTA and Zutari involved multiple engagements, correspondence and submissions, and focused on reconciling Zutari's proposed solution with the existing role performed by AEJV.
31. In particular, TCTA raised concerns that Zutari's proposed resourcing and pricing reflected functions that were already being discharged, or were intended to be discharged, by AEJV. TCTA consistently emphasised that unless the scope between professional service providers was properly delineated, the project would be exposed to duplication of services and inflated professional costs.
32. For its part, Zutari maintained that its resourcing was appropriate having regard to the complexity of the project and the timelines required for delivery.
33. Despite efforts by both sides, including revised resourcing schedules and pricing proposals, agreement could not be reached on a solution that satisfied TCTA's requirements of affordability, non-duplication and value for money within its available budget.



THE DECISION TO CANCEL THE TENDER AND THE REVIEW PROCEEDINGS

34. On 23 July 2025, the Bid Adjudication Committee, having considered the revised negotiations outcome report, approved the recommendation from the negotiation team to declare the negotiations with Zutari as unsuccessful. The BEC's report recommended that the BAC considers the bid evaluation report and approve the cancellation of the tender process in its entirety as the negotiations with Zutari, which was the only preferred bidder, had been unsuccessful. The negotiation team noted in its report that Zutari maintained its

proposed resources plan and that there was a duplication of resources, particularly in light of the AEJV contract.

35. On 07 August 2025, BAC resolved to approve the cancellation of the tender process in its entirety for the BRVAS project as negotiations with Zutari were not successful.
36. On 11 August 2025, TCTA informed Zutari as follows:

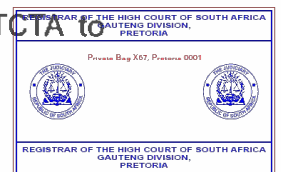
"Trans-Caledon Tunnel Authority ("TCTA") expresses its appreciation for your valued participation in the negotiation process with Zutari (Pty) Ltd (Zutari) in response to your bid submission dated 14 March 2024 and subsequent negotiations held from 29 August 2024 until 12 February 2025 for the above-mentioned requirement.

After intensive negotiations process with Zutari followed by detailed adjudication of the negotiation's outcome, we regret to inform you that the negotiations process for above-mentioned bid was not successful. As such, the bid process has been cancelled in its entirety."

37. TCTA maintained that the professional services solution proposed remained unaffordable and misaligned with the project's procurement framework.
38. Zutari, thereafter, instituted review proceedings seeking to set aside the cancellation decision and to compel the award of the tender or its reconsideration. Zutari specifically sought relief in the following terms, amongst others:

- 38.1. That TCTA's decision to cancel the tender process be declared constitutionally invalid, reviewed and set aside;

- 38.2. That Zutari's tendered price in the amount of R142 699 549.81 is market related;
- 38.3. That Zutari's revised tender offer of 12 February 2025 in the amount of R136 709 908.27 is market related;
- 38.4. That the tender be awarded to Zutari for an amount of R142 699 549.81 or R136 709 908.27; and
- 38.5. That, in the alternative, the matter be referred back to TCTA to reconsider the revised tendered amount.
39. A copy of the notice of motion is annexed hereto as "FA2".
40. Zutari contended in its application that during the negotiation process, it *"provided detailed responses to TCTA"* and that on most occasions TCTA did not respond to Zutari's proposals. In light of this, Zutari contended that TCTA never intended to negotiate with Zutari in good faith. This was notwithstanding the fact that Zutari had provided a revised proposal to TCTA which met TCTA's listed requirements, including a reduced price.
41. Zutari further argued that given the nature of the negotiations, it was likely that it was the only tenderer to have complied with the mandatory requirements, and as such, it should have been awarded the tender in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework 5 of 2000 ("the PPPFA").
42. Zutari maintained that TCTA did not dispute Zutari's statements as set out in its revised offer of 12 February 2025, nor did it indicate whether or not the reduced tender price was market related. In light of the aforesaid, Zutari contended that



TCTA's failure to award it the tender constituted an irregularity, as it should have awarded it the tender after the 12 February 2025 proposal, at the very least.

43. Zutari further made the following arguments with regard to appropriate remedy, being to award it the tender:

43.1. That Zutari is entitled to the award as an award to it is a "*foregone conclusion*" and that it is likely that TCTA would continue with the same conduct of not negotiating in good faith.

43.2. That TCTA demonstrated incompetence in its failure to act in a *bona fide* manner.

43.3. If TCTA was to publish a new tender, it would delay the implementation of the project significantly and that it was indicated during negotiations that there was urgency to the project.

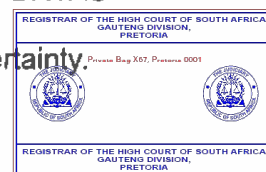
43.4. That the price tendered by Zutari is market-related, and a new tender would result in an increase in the cost of providing services to TCTA.

43.5. That Zutari seeks a remittal back to TCTA for reconsideration only as an alternative.

44. On 21 October 2025, Zutari issued an interdict application on an urgent basis in which it sought an order that TCTA be interdicted from publishing and/or adjudicating and/or awarding a contract to any third party for services similar to those services in the tender under review pending the final determination of the review application.



45. TCTA obtained comprehensive legal advice on the review application and the attendant urgent interdict proceedings. That advice confirmed that TCTA had reasonable prospects of defending the cancellation decision and that the decision was capable of rational and lawful justification.
46. At the same time, the legal opinion highlighted the practical consequences of continued litigation. Regardless of the eventual outcome, the review proceedings were likely to result in protracted delays, during which the BRVAS project would remain stalled, subject to further cost escalation and uncertainty.

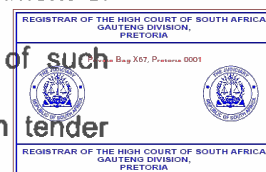


THE CONSEQUENCES OF DELAY

47. At the time the settlement discussions were initiated, it was apparent that the review application could not, on the ordinary opposed motion roll of this Honourable Court, be heard earlier than September 2026 at the very earliest. Even on that optimistic assumption, judgment would in all likelihood only have been delivered in early 2027, given the complexity and scope of the issues raised. That timeline did not take account of the further and realistic prospect of appeals, which would have materially extended the period before final resolution.
48. Such timing was wholly incompatible with the project's planning assumptions and funding model. Even a successful defence of the review would not enable immediate implementation, as further procurement steps, approvals and contractual processes would still need to be undertaken.
49. Conversely, an adverse outcome would necessitate remedial processes that would delay the project even further.

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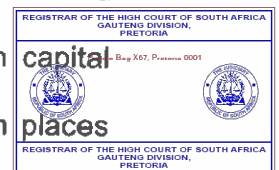
50. In either case, the protraction of the dispute threatened to undermine the confidence of project users, expose the project to escalating costs and potentially render it unviable. These risks were not speculative, but were grounded in the experience of comparable projects and were identified during the procurement process.
51. At present, the BRVAS project is unable to meaningfully progress beyond its current phase without finality being achieved in respect of the appointment of the detailed design professional service provider. In the absence of such appointment, the detailed design cannot be completed, construction tender documentation cannot be finalised, and the procurement of a construction contractor cannot lawfully commence. As a result, the projected water delivery date, which is already fixed as the basis upon which users, lenders and regulators are presently engaged, faces the real risk of material delay into a later period of delivery. Current projections indicate that, depending on the length of further delay, water delivery may only realistically be achieved between 2029 and 2032. Delays of this nature have wider consequences, affecting water users, placing pressure on funding arrangements and threatening compliance with regulatory requirements.
52. The consequences of continued delay are not limited to timeframes alone. From a cost perspective, the total estimated cost of implementing the project has already been revised to approximately R1.3 billion and is likely to increase further if implementation is deferred. This escalation arises not only from inflation, but from the reality that construction prices can only be confirmed once a contractor is appointed and detailed designs are finalised. Each year of deferral increases the exposure of the project to higher construction costs,



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extended professional input, and additional financing charges, all of which cumulatively increase the overall capital cost of the project.

53. These cost implications are significant because the BRVAS project is funded by users through water tariffs. Any increase in capital expenditure ultimately translates into higher tariffs, which directly affects affordability and may undermine user support for the project. In this regard, the impact of future delay has already been determined. For example, a delay by two years results in a significant increase in projected tariffs and a substantial increase in capital expenditure from the 2025/26 financial year onwards. This escalation places the sustainability of the project under strain and introduces the risk that users may resist, or be unable to absorb/afford, further tariff increases.



54. In addition to cost and delivery concerns, the project is subject to binding funding conditions imposed by lenders. A number of conditions precedent must be fulfilled by no later than 30 June 2026. These conditions are dependent on the completion of the detailed design and include, among others, confirmation of the final estimated total project cost, existing environmental assessments, confirmation of professional indemnity insurance for the detailed design professional service provider, and insurance arrangements for the construction contractor. If the detailed design appointment is not resolved urgently, these conditions precedent cannot be met. Failure to meet them places existing funding arrangements at risk and introduces the possibility that funding may have to be renegotiated or subject to a new approval process, with further consequential delays and costs.

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55. Environmental considerations further heighten the urgency. The project is subject to an environmental authorisation that permits construction to commence only within a defined timeframe. A notice of commencement must be issued to the Department of Forestry, Fisheries and Environment by 04 June 2027, and construction must commence by no later than 20 June 2027. Should construction not commence within this window, the existing environmental authorisation will lapse. The consequence of such lapse would be the requirement to undertake a new environmental impact assessment, including public participation and specialist studies, which would take several years to complete. This would place the project back at a pre-approval stage and would, in practical terms, jeopardise the delivery of additional water for an extended period.
56. The risks associated with further delay have also been clearly articulated by key stakeholders, particularly the City of Cape Town, which is the primary user of the water to be supplied by the project. The City has expressly raised concerns regarding the impact of ongoing delay on both water delivery certainty and tariff affordability. From the perspective of the City and other users, continued uncertainty around implementation creates planning risk, increases exposure to water shortages, and undermines confidence in the project's execution schedule.
57. On 10 October 2025, the Department of Water and Sanitation ("DWS"), acting through its Acting Chief Director: Infrastructure Development, addressed formal written correspondence to TCTA expressing dissatisfaction with the lack of progress in the implementation of the BRVAS project. In the said correspondence, DWS noted that the procurement of the professional service



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provider for the detailed design had not been achieved as planned, that negotiations with the preferred bidder had not been successful, and that litigation arising therefrom was likely to result in further delay to project implementation and an increase in overall project cost.

58. DWS indicated that the affordability of the scheme has consistently been a concern for water users, and cautioned that any increase in project cost will exacerbate the risk of unaffordable tariffs. Importantly, DWS requested that TCTA provide a clear way forward and a detailed recovery plan to ensure that the project meets the relevant loan conditions precedent by June 2026 and the planned water delivery date of June 2029. This correspondence underscores the concerns regarding delay that have been actively being raised by the relevant stakeholders, and confirm that the risks associated with continued delay are immediate, institutionally recognised and extend beyond the interests of the litigating parties.
59. Against this background, TCTA undertook a structured assessment of available procurement options, and the most viable and balanced way forward. Such an option would have the effect of enabling the project to move forward without restarting procurement processes which would trigger additional regulatory and funding risks.
60. Central to this assessment was an evaluation of the escalated project budget, as reflected in the approved financial modelling. Applying an average annual escalation of approximately 6 per cent, the projected project cost increases from approximately R1.1 billion to approximately R1.38 billion by 2025. The cost of completion increases correspondingly. At the same time, the approved



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professional services budget has escalated from R132 million to approximately R157 million. These figures demonstrate that delay itself is a primary driver of increased expenditure and that delaying implementation worsens the financial position of the project.

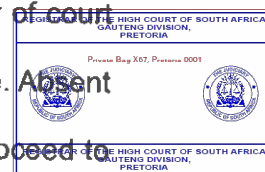
THE MEDIATION PROCESS AND GOOD FAITH ENGAGEMENT

61. In these circumstances, and in the light of its public mandate, TCTA considered it necessary to explore whether the dispute could be resolved in a manner that preserved the integrity of public procurement while allowing the project to proceed without further delay.
62. TCTA accordingly participated in a formal mediation process during March 2026. The mediation was facilitated by an independent mediator and was attended by TCTA and Zutari, with AEJV being engaged in a separate good faith process with a view to properly delineate the scope.
63. The participation of more than one professional service provider in the mediation and alternative engagement was deliberate and necessary. It was not possible to resolve the dispute in isolation without addressing the interaction between scopes of work, pricing and responsibilities between the service providers.
64. The mediation process was detailed, technical and robust. It involved a proper examination of project scope, sequencing of services, budgetary constraints, and compliance with PFMA obligations.
65. All parties engaged in the mediation in good faith. Importantly, the mediation did not proceed on the basis of any admission of fault, but on the shared view that the project must proceed in a lawful, affordable and efficient manner.



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66. Copies of the mediation notices and agendas are annexed hereto as "FA3".
67. The mediation resulted in a comprehensive settlement agreement which resolved all issues in dispute. The agreement carefully delineates scope, resourcing and pricing principles to ensure that services are not duplicated, costs are controlled and the project can be implemented without compromising public finances.
68. The settlement agreement expressly requires that it be made an order of court and that TCTA's earlier cancellation decision be reviewed and set aside. Absent such an order, TCTA cannot lawfully give effect to the settlement or proceed to implement the project on the agreed basis.
69. The agreement represents a practical and responsible resolution. It avoids the risk of further litigation, additional public expenditure on legal costs and the real danger of losing the project entirely due to delay and escalating costs, which will not be affordable to users.
70. A copy of the signed settlement agreement is annexed hereto as "FA4".



URGENCY

71. The urgency of this application arises not from the Applicant's convenience or preference, but from objective circumstances rooted in the present and future viability of the BRVAS project and the public interest considerations attendant thereto. As set out above, the project is presently unable to progress beyond its current phase due to the uncertainty surrounding the appointment of the detailed design professional service provider, and that uncertainty has material consequences for project delivery, cost containment and funding. In these circumstances, the relief sought is required to contain irreversible harm,

preserve the integrity of the project, and protect the public interest in the timely and affordable delivery of bulk water infrastructure.

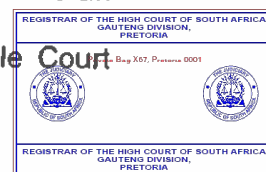
72. The dispute giving rise to these proceedings occurred during the course of 2025 following the failure of negotiations between TCTA and the preferred bidder to reach an agreement on the appointment of the detailed design professional service provider. The decision to declare the negotiations unsuccessful and the cancellation of the bid process was taken by TCTA in August 2025, whereafter review proceedings were instituted by the Applicant in September 2025.



73. Upon service of the review application and the attendant interdict proceedings, TCTA immediately sought and obtained detailed legal advice on both the merits of the litigation and the practical consequences of protracted court proceedings. That advice, provided during October 2025, confirmed that while TCTA had reasonable prospects of defending the litigation, the projected timelines for resolution on the ordinary court roll would likely extend well into the latter part of 2026, with the attendant risk that appeals may further delay finality in the litigation.
74. In light of that advice, and following engagement between the parties, the parties agreed during the latter part of 2025 to early 2026 to explore whether the dispute could be resolved through mediation in a manner that preserved compliance with public procurement prescripts while allowing the project to proceed without further delay. Formal mediation proceedings were thereafter convened and conducted during March 2026, with the participation of TCTA, the Applicant, and relevant professional role players, including engagement on

scope delineation and pricing principles. The mediation was conducted in good faith and concluded successfully during the latter part of March 2026, culminating in the settlement agreement presently before this Honourable Court.

75. Immediately upon the conclusion of the settlement agreement, it became apparent that the agreement could not lawfully be implemented unless the cancellation decision was reviewed and set aside and the settlement made an order of court. The Applicant accordingly approached this Honourable Court without delay to seek the relief now sought.



76. I am advised, which advice I accept, that enrolment of this matter on the ordinary motion roll would defeat the very purpose of the settlement and render the agreed resolution academic by entrenching further delay. Each further week of uncertainty increases the risk of cost escalation, undermines user confidence, jeopardises compliance with funding conditions precedent and environmental timelines, and diminishes the likelihood that the project can be implemented within acceptable affordability limits.
77. The urgency is therefore genuine, unavoidable and arises directly from the consequences of delay, rather than from any conduct on the part of the Applicant.
78. The matters addressed in this affidavit underscore why this application cannot be deferred to the ordinary course. The relief sought is required to protect the public interest in the timely and affordable delivery of bulk water infrastructure which is desperately needed.
79. The urgency is therefore both genuine and unavoidable.

[Handwritten signature] 5.1

CONCLUSION

80. This Honourable Court is empowered to review and set aside decisions by consent and to make settlement agreements an order of court where it is just and equitable to do so.
81. Granting the relief sought will bring finality to the litigation, protect the public purse, and allow a vital water security project to proceed in the interests of the country.
82. For the reasons set out above, I respectfully submit that this Honourable Court should grant the relief sought.



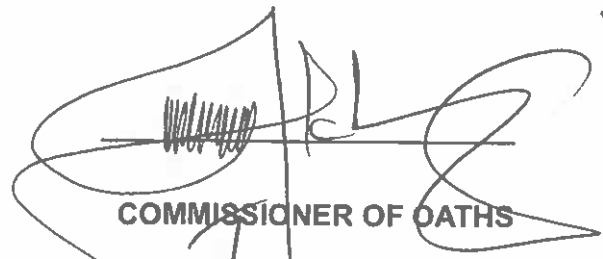
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DEPONENT

Thus signed and sworn to before me at SANDTON on this the 29th day of April 2026 by the Deponent who acknowledges that the Deponent knows and understands the contents of this affidavit; that it is the truth to the best of the Deponent knowledge and belief and that the Deponent has no objection to taking the prescribed oath and regards same as binding on the Deponent's conscience and the administration of the oath complied with the Regulations contained in the Government Gazette No. R1258 of 21 July 1972 as amended.

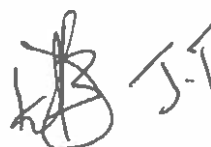
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COMMISSIONER OF OATHS

JABULANI TEVIN MKHWANAZI
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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: 2026-097247

In the matter between:

TRANS-CALEDON TUNNEL AUTHORITY Plaintiff / Applicant / Appellant

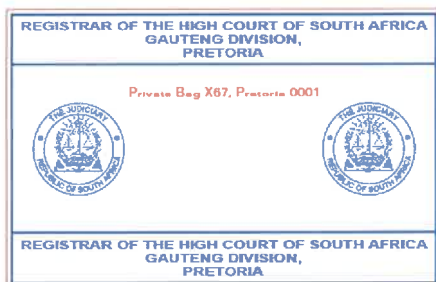
and

ZUTARI (PTY) LTD

Defendant / Respondent

Annexure 01

NOTE: This document was filed electronically by the Registrar on 29/4/2026 at 2:22:37 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of Pretoria , Gauteng
Division,Pretoria**

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For more information on TCTA, please visit our web site www.tcta.co.za

**REQUEST FOR BID FOR APPOINTMENT OF A DETAIL DESIGN AND CONSTRUCTION
SUPERVISION PROFESSIONAL SERVICE PROVIDER: BERG RIVER-VOËLVLEI DAM
AUGMENTATION SCHEME (BRVAS)**



Bid Number:	012/2023/PMID/DESIGNS/RFB
Briefing Session	Compulsory
Briefing Session date and Time:	05 December 2023 at 11:00 (GMT +2)
Site Visit:	Compulsory
Site Visit Date and Time:	05 December 2023 at 11:00 (GMT +2)
Briefing Session and Site Visit Venue:	Voelvlei Dam, Gouda, Western Cape, 6821 GPS: 33°20'55.88"S 19° 1'23.31"E Tenderers shall meet at the venue at the stated time. Transport will not be provided. No latecomers will be accommodated.
Clarifications Deadline:	08 February 2024
Closing Date and Time:	15 February 2024 at 14H00
Bid Validity Period:	84 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 DD on or before 08 February 2024 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	This bid will follow a two-envelope system (Envelope A & B) Bid submission must be addressed to the Receiving Officer and marked RFB No. 012/2023/PMID/DESIGNS/RFB Envelope A: Technical Proposal 1 x original hardcopy 3 x Duplicate hardcopies 1 x electronic copy of all documents (USB flash disk) Envelope B: Financial Proposal 1 x original hardcopy 2 x Duplicate hardcopy 1 x electronic copy (USB flash disk)



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ANNEXURES	SBD	DESCRIPTION
A	N/A	OVERALL PROJECT IMPLEMENTATION APPROACH
B	N/A	LIST OF DELIVERABLES PER TASK
C	N/A	COMPANY EXPERIENCE
D	N/A	PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL
E	N/A	MANPOWER SCHEDULE
F	N/A	TAX COMPLIANCE STATUS PIN/CERTIFICATE
G	N/A	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
H	N/A	SANAS VERIFIED B-BBEE CERTIFICATE(S) OR SWORN AFFIDAVIT(S)
I	N/A	JOINT VENTURE AGREEMENT OR MEMORANDUM OF AGREEMENT
J	N/A	POWER OF ATTORNEY
K	N/A	AUTHORITY FOR SIGNATORY
L	N/A	CONSTITUTION OF THE JOINT VENTURE OR CONSORTIUM
M	N/A	DECLARATION OF JOINT AND SEVERAL LIABILITY OF JOINT VENTURE OR CONSORTIUM MEMBERS
N	N/A	LETTER OF OFFER BY THE BIDDER
O	N/A	SUMMARY OF COST ESTIMATE
P	N/A	PERSONNEL COSTS
Q	N/A	DETAILS OF STAFF COST
R	N/A	PERSONNEL BILLING RATES
S	N/A	PERSONNEL MARK-UP FACTORS
T	N/A	DIRECT REIMBURSABLE COSTS
U	N/A	CASH FLOW
V	N/A	TRANSFORMATION PROPOSAL
W	N/A	PROGRAMME AND CHARTS
X	1	REQUEST FOR BID
Y	4	BIDDERS DISCLOSURE
Z	6.1	IN TERMS OF PPR 2022
AA	N/A	CERTIFICATE OF ATTENDANCE AT THE TENDER BRIEFING AND SITE INSPECTION
BB	N/A	RECORD OF ADDENDA
CC	N/A	AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT
DD	N/A	ACCESS FORM



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.
BRVAS	The Berg River-Voëlklei Dam Augmentation Scheme

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 The bid should address all requirements as specified in the tender document. It should further be prepared in the following format:
- 2.2.1 The Functional Proposal (Envelope A) shall consist of functional, compliance, agreements, SBDs and administrative returnable information as per Table 3.1 below. It shall not include cost information or price(s) for the Services. The Financial Proposal (Envelope B) shall consist of price returnable information (as outlined in Table 3.1 below).
- 2.2.2 Bidders should ensure that all envelopes (A and B) are sealed upon return of the tender documents. Unsealed envelopes shall be returned to the tenderers and will not be considered. The tender proposal shall eventually form part of the Agreement and as such should be presented in a format that can easily be rewritten to be one mutually consistent document. Envelope B will only be opened during stage 5.
- 2.2.3 The validity of this tender is 84 calendar days from the tender closing date.
- 2.3 The Bid must be submitted on or before the tender closing date and time. Late submissions shall not be considered.
- 2.4 The Functional Proposal shall be sealed in an envelope marked, **“FUNCTIONAL PROPOSAL (ENVELOPE A):**
- 2.4.1 Submit one (1) original copy of the Functional proposal duly completed and signed.
- 2.4.2 Three (3) photocopies and one (1) digital copy (PDF version) on a USB flash memory storage device. The USB must contain the original proposal together with a cover letter and supporting documents (i.e., returnable documents & schedules) in a sealed package endorsed with the tender identification details.
- 2.4.3 The original Functional proposal, together with the cover letter and supporting documents, shall be marked:



“ORIGINAL FUNCTIONAL PROPOSAL (ENVELOPE A) 012/2023/PMID/DESIGNS/RFB FOR THE PSP FOR DETAIL DESIGN AND CONSTRUCTION SUPERVISION OF BRVAS PROJECT” and the name of the Tenderer shall be clearly shown.

- 2.4.4 The three (3) copies of the Functional Proposal, together with copies of the cover letter and supporting documents, shall be sealed in a separate envelope marked:

“DUPLICATES OF FUNCTIONAL PROPOSAL FOR CONTRACT No. 012/2023/PMID/DESIGNS/RFB FOR THE PSP FOR DETAIL DESIGN AND CONSTRUCTION SUPERVISION OF BRVAS PROJECT” and the name of the Consultant shall be clearly shown.

- 2.4.5 The Financial Proposal shall be sealed in a separate envelope. This envelope shall be marked, **“ORIGINAL FINANCIAL PROPOSAL (ENVELOPE B)”**

- Submit one (1) original set of Tender documents duly completed and signed, **plus two** (2) photocopies and one (1) digital copy (PDF version) on a USB flash memory storage device containing the original proposal together with a cover letter and supporting documents in a sealed package endorsed with the tender identification details:



“ORIGINAL FINANCIAL PROPOSAL (ENVELOPE B) 012/2023/PMID/DESIGNS/RFB FOR THE PSP FOR DETAIL DESIGN AND CONSTRUCTION SUPERVISION OF BRVAS PROJECT”

- 2.4.6 The duplicate Financial Proposals shall be sealed in a separate envelope within this envelope and marked: **“DUPLICATE FINANCIAL PROPOSALS”**

- 2.4.7 Both the “Original” and the “Duplicate” copies of the tender, each in their separate sealed envelopes, shall be placed in a single sealed envelope marked:

“TENDER FOR CONTRACT No. 012/2023/PMID/DESIGNS/RFB FOR THE PSP FOR DETAIL DESIGN AND CONSTRUCTION SUPERVISION OF BRVAS PROJECT”, and the name of the Tenderer shall be clearly shown.

- 2.5 Hard copies shall take preference over digital copies. All submitted copies (hardcopy and digital) must be identical to the original.

- 2.6 USB flash memory storage devices must be unencrypted, not password protected and free of any corruption/viruses.

- 2.7 The proposals, all supplementary documents and correspondences shall be drawn up and submitted in English.

- 2.8 TCTA will not be held liable to the Tenderer for any expenses, disbursements or costs incurred in preparing and submitting its tender proposal.

- 2.9 This Bid has six stages of evaluation summarised 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.
- 2.10 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

The Berg River-Voëlklei Augmentation (BRVAS) Scheme consists of the abstraction of surplus winter water (after provision for the Environmental Water Requirements (EWRs) and downstream users) from a proposed low-level diversion weir across the Berg River and the pumped delivery of that water via a 6,3 km long rising main into Voëlklei Dam. From the options investigated, the selected pipeline route has the least disruptive impact on current agricultural activities and the environmentally sensitive Renosterveld of the Voëlklei Conservancy.



From feasibility reports, the initial position of the weir site was on a bend in the Berg River which is within the rock outcrops and had an advantage in the management of sedimentation. This was thought to be beneficial both from a weir foundation perspective as well as for the construction of the proposed pump station on the left bank.

Further studies and concept designs were developed to optimise all the BRVAS scheme components. The location of the weir has been optimised from detailed hydraulic studies which as a result, has moved further downstream. The new location thus ensures that the weir will self-scour at low flows, however, the foundation is now on deep alluvial deposits which require mitigatory measures to ensure structural stability.

The scheme operation is planned based on winter abstraction from the river whilst still being able to meet the downstream EWRs for the river and the estuary in both summer and winter. The water will be abstracted from the weir and pumped at a rate peak flow of 4.6 m³/s through a 1.5m diameter and 6.3 km long pipeline to Voëlklei Dam. This will augment the yield of the Western Cape Water Supply System (WCWSS) by 23 million m³ per annum.

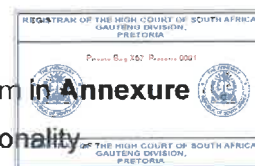
The discharge location into the Voëlklei Dam is located midway between the City of Cape Town (CCT) intake works and those of the Western Cape District Municipality (WCDM). This is an optimum position from a conveyance route and pumping perspective, as well as best for facilitating blending and mixing with the water in the dam to ensure that the best possible water quality conditions prevail at the intakes.

TCTA has appointed a professional service provider who will act as the Clients representative (i.e., Engineer). The consultant (who is to be procured as part of this bid) shall be required to work closely with the clients representative such that the full scope of services and the BRVAS project will be delivered successfully.

3.1 TRANSFORMATION

The bidder should demonstrate contribution to sustainable economic transformation by enhancing direct empowerment through ownership and control of enterprises and assets through providing meaningful business opportunities, through subcontracting, to Black Owned Entities, supporting the development and growth of EME's and QSE's, Fostering employment equity through creating employment opportunities for black people, and developing human resource through training and skills development opportunities for back people.

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



3.2 OVERALL PROJECT IMPLEMENTATION APPROACH

The bidder should provide details of how they plan to implement the project and give list of all deliverables. Please refer to the requirements and instructions on how to complete the forms in Annexure A and Annexure B. TCTA will evaluate the bidder's overall project implementation approach per Stage 3: Functionality.

3.3 COMPANY EXPERIENCE

The bidder should have company experience in the design and construction supervision of comparable bulk water infrastructure projects including pumping stations, pipelines, dams/weirs and abstraction works. Please refer to the requirements and instructions on how to complete the form in Annexure C. TCTA will evaluate the bidder's company experience per Stage 3: Functionality.

3.4 PERSONNEL EXPERIENCE, ORGANOGRAM AND CVS

The bidder should provide details of all the personnel who will execute the required services. In addition, the bidder is required to submit the CVs 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 D**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. **Annexure CC**: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.5 MANPOWER SCHEDULE

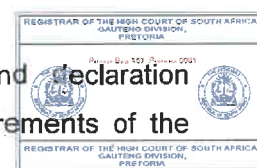
The bidder should provide a manpower or staffing form/schedule to execute the required services. Please refer to the requirements and instructions on how to complete the form/schedule in Annexure E, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e.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

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

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

3.6.1 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 I**) if bidding as a joint venture or consortium per the requirements of the Conditions of Bid ("Joint venture or consortium agreement") below.



3.6.2 Power of Attorney and Authority for Signatory

The bidder should provide the relevant documents per **Annexure J** and **Annexure K**.

3.7 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 N**.

3.8 SUMMARY OF COST ESTIMATE

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

3.9 PERSONNEL COSTS

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

3.10 DETAILS OF STAFF COST

The bidder should provide the of staff cost for all personnel per the form/schedule in **Annexure Q**. Please refer to the requirements and instructions on how to complete the form/schedule in **Annexure Q**.

3.11 PERSONNEL BILLING RATES

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

3.12 PERSONNEL MARK-UP FACTORS

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

3.13 DIRECT REIMBURSABLE COSTS

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



3.14 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 U**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. **Annexure CC**: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.15 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 W**, including various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e. **Annexure CC**: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement).

3.16 PROOF OF REGISTRATION WITH NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)

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

3.17 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 CC**).

4. SCOPE OF WORK

4.1 DETAILED DESCRIPTION OF GOODS/SERVICES

Bidders will be required to provide engineering, project management, environmental, social and other specialist services under the following tasks:

- Task 1: Tender Design and Documentation
- Task 2: Detailed Design
- Task 3: Construction Supervision
- Task 4: Assessment and close out
- Task 5: Project Management
- Task 6: Transformation

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



4.2 DELIVERABLES

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

- Inception Report/s based on the review outcome of the Feasibility and Conceptual design.
- Environmental Management Documentation (i.e., Environmental Method Statements, Environmental Management Plans Amendments & etc).
- Tender design and documentation
- Detailed designs, construction supervision and assessment and close out reports.
- Development of black South Africans, enterprises, and suppliers.

Refer to various appendices forming part of the FIDIC Client/Consultant Model Services Agreement (i.e., **Annexure CC: Agreement Form and appendices, and the Conditions of the Client/Consultant Model Services Agreement**).

5. STAGE 1: ATTENDANCE OF COMPULSORY BRIEFING SESSION

TCTA will refer to both the attendance register and signed certificate of attendance of the Briefing Sessions (**As per Annexure AA**) to confirm if a bidder attended the compulsory briefing session.

Failure to attend the 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.

The following documents must be filled in and/or a copy submitted as part of the compliance requirement.

Table 3.1: List of returnables

ANNEXURE	DOCUMENT TYPE	DESCRIPTION	ACTION	STATUS
A	Functionality	OVERALL PROJECT IMPLEMENTATION APPROACH	Provide information	Mandatory
B	Functionality	LIST OF DELIVERABLES PER TASK	Provide Information	Mandatory
C	Functionality	COMPANY EXPERIENCE	Complete Form	Mandatory
D	Functionality	PERSONNEL EXPERIENCE: CVS OF KEY PERSONNEL	Complete Form and attach Copies	Mandatory
E	Price	MANPOWER SCHEDULE	Attach Copy	Mandatory
F	Compliance	TAX COMPLIANCE STATUS PIN/CERTIFICATE	Attach Copy/Provide information	Non-Mandatory
G	Compliance	PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Attach Copy	Non-Mandatory
H	Compliance	SANAS VERIFIED B-BBEE CERTIFICATE(S) OR SWORN AFFIDAVIT(S)	Attach Copy	Non-Mandatory
I	Agreement	JOINT VENTURE AGREEMENT OR MEMORANDUM OF AGREEMENT AND DECLARATION OF JOINT AND SEVERAL LIABILITY	Attach Copy	Non-Mandatory
J	Agreement	POWER OF ATTORNEY	Attach Copy where applicable	Non-Mandatory
K	Agreement	AUTHORITY FOR SIGNATORY	Attach Copy where applicable	Non-Mandatory
L	Agreement	CONSTITUTION OF THE JOINT VENTURE OR CONSORTIUM	Attach Copy where applicable	Non-Mandatory
M	Agreement	DECLARATION OF JOINT AND SEVERAL LIABILITY OF JOINT VENTURE OR CONSORTIUM MEMBERS	Attach Copy where applicable	Non-Mandatory

ANNEXURE	DOCUMENT TYPE	DESCRIPTION	ACTION	STATUS
N	Price	LETTER OF OFFER BY THE BIDDER	Complete Form	Mandatory
O	Price	SUMMARY OF COST ESTIMATE	Complete Form	Mandatory
P	Price	PERSONNEL COSTS	Complete Form	Mandatory
Q	Price	DETAILS OF STAFF COST	Complete Form	Mandatory
R	Price	PERSONNEL BILLING RATES	Complete Form	Mandatory
S	Price	PERSONNEL MARK-UP FACTORS	Complete Form	Mandatory
T	Price	DIRECT REIMBURSABLE COSTS	Complete Form	Mandatory
U	Price	CASH FLOW	Complete Form	Mandatory
V	Compliance	TRANSFORMATION PROPOSAL	Complete Form	Mandatory
W	Compliance	PROGRAMME AND CHARTS	Provide information	Non-Mandatory
X	SBD 1	REQUEST FOR BID	Complete Form	Mandatory
Y	SDB 4	BIDDERS DISCLOSURE	Complete Form	Mandatory
Z	SBD 6.1	SPECIFIC GOALS IN TERMS OF PPR 2022	Complete Form	Mandatory
AA	Compliance	CERTIFICATE OF ATTENDANCE AT THE TENDER BRIEFING AND SITE INSPECTION	Attach form	Mandatory
BB	Compliance	RECORD OF ADDENDA	Complete Form	Non-Mandatory
CC	Compliance	AGREEMENT FORM AND APPENDICES AND THE CONDITIONS OF THE CLIENT/CONSULTANT MODEL SERVICES AGREEMENT	Complete Form	Mandatory
DD	Administrative	ACCESS FORM	Complete Form	Non-Mandatory

Furthermore, 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.

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

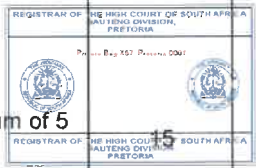
7. STAGE 3: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability in terms of the functional criteria set out below.

- i) The tenderer's overall project implementation approach as per relevant Annexure A and B.
- ii) The Tenderer's experience in the scope of services as per the relevant **Annexure C**.
- iii) The qualifications and competence of key personnel proposed to fulfil the scope of services as per **Annexure D** (CV declaration to be completed and signed to qualify for the award of points).

Table 3.2: Functionality Evaluation Criteria and Weighting: Technical

CATEGORY	EVALUATION CRITERIA	MAXIMUM POINTS
1.OVERALL PROJECT IMPLEMENTATION APPROACH (See annexure A & B)	- Understanding of the Project 2 points. - Organisational Structure (1 point) - Project Implementation (5 points) - Professional Staff (2 points).	10
2.TENDERER'S EXPERIENCE (INCLUDING SUB-CONTRACTORS, IF ANY. (See annexure C)	Design and construction supervision of completed bulk water infrastructure projects not older than 20 years and have a contract value $\geq$ R 300 million (VAT inclusive). 1 point for every project not older than 20 years to a maximum of six (6) points. An additional 1 point for every FIDIC (Red Book) Contract with a contract value $\geq$ R 300 million (VAT inclusive) to a maximum of 4 points.	10
	Design and construction supervision of completed comparable bulk water infrastructure projects including pumping stations, pipelines, dams/weirs and abstraction works not older than 20 years. Refer to Annexure C. Welded Steel Pipelines with dia. $\geq$ 800mm and longer than 3 km 2 points per project not older than 20 years to a maximum of 10 points Pumping Station $\geq$ 1MW 2 points per project to a maximum of 10 points Category 2 Mass Concrete Dams/Weirs as per Dam Safety Regulations 2 points per project to a maximum of 10 points	30
3. KEY PERSONNEL (See Annexure D)	Refer to the ECSA website for NQF-level qualification requirements	
CHIEF RESIDENT ENGINEER	The incumbent shall have at least an NQF 7 qualification in engineering (civil) and at least 10 years of professional experience as a Chief Resident Engineer, in bulk water projects 0 point for the first 9 years of professional experience 1 point for the first 10 years as a Chief Resident Engineer in the construction of bulk water projects 1 point for every additional year of experience to a maximum of 9 points	15

CATEGORY	EVALUATION CRITERIA	MAXIMUM POINTS
	1 additional point for experience with FIDIC Redbook per project to a maximum of 5 points. Statutory professional registration (Pr.Eng and Pr.CPM/Pr.CM) within the built environment or internationally recognised equivalent is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will be awarded.	
CHIEF DESIGN ENGINEER	The incumbent shall have an NQF 7 engineering (civil) qualification and at least 10 years of professional design experience, design integration and management of major works in bulk water infrastructure projects including: - Pumping stations $\geq 1\text{MW}$; and - Pipelines with diameter of 800 mm and length $>3\text{ km}$ - Weir 0 point for the first 9 years 1 point for the first 10 years. 1 additional point for every additional year of experience to a maximum of 5 points. 1 point for pumping stations $\geq 1\text{MW}$ to a maximum of 3 points. 1 point for the pipelines with diameter of 800 mm and length $>3\text{ km}$ to a maximum of 3 points. 1 point for a weir to a maximum of 3 points. Statutory professional registration (Pr.Eng or internationally recognised equivalent) within the built environment is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will awarded	
PIPELINE DESIGN ENGINEER	The incumbent shall have at least an NQF 7 qualification in engineering (civil) and at least 10 years of professional experience in the planning, design and implementation of large diameter pipelines including Pipelines with diameter of 800 mm and length $>3\text{ km}$ 0 point for the less than 10 years of experience. 1 point for the first 10 years of professional experience in planning, design and implementation of large diameter pipelines ($\geq 800\text{mm}$ and longer than 3 km). 1 additional point for every additional year of experience to a maximum of 4 points. Statutory professional registration (Pr.Eng or internationally recognised equivalent) within the built environment is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will awarded.	5
DAM/WEIR DESIGN ENGINEER	The incumbent must be professionally registered with ECSA as Pr Eng, or internationally recognised equivalent and shall have at least an NQF 7 engineering (civil) qualification with at least 10 years professional experience in dam/weir design. Nil points will be allocated if the incumbent is not professionally registered as Pr. Eng with ECSA, or internationally recognised equivalent.	6

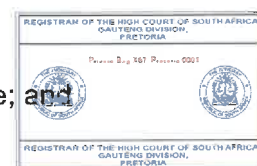
CATEGORY	EVALUATION CRITERIA	MAXIMUM POINTS
	0 point for less than 10 years of experience 1 point for the first 10 years of professional experience in dam/weir design. 1 additional point for every additional year of experience to a maximum of 4 points. 1 additional point for diversion weir design.	
PUMPING STATION DESIGN ENGINEER	The incumbent shall have at least an NQF 7 engineering (mechanical) qualification and at least 5 years of professional experience in pumping station planning, design and implementation of pumping stations larger than 1MW. 0 point for less than 5 years professional experience 1 point for the first 5 years. 1 additional point for every additional year of experience to a maximum of 4 points. Statutory professional registration (Pr.Eng or internationally recognised equivalent) within the built environment is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will awarded.	5
GEOTECHNICAL ENGINEER	The incumbent shall have an NQF 7 engineering (civil) qualification and at least 10 years overall experience in Geotechnical investigations, mapping and designs of Mega Infrastructure Projects. 0 point for less than 10 years professional experience 1 point for the first 10 years. 1 point for every additional 2 years of design experience up to a maximum of 3 points. Statutory professional registration (Pr.Eng or internationally recognised equivalent) within the built environment is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will be awarded.	4
ELECTRICAL DESIGN ENGINEER	The incumbent shall have at least an NQF 7 electrical engineering qualification and at least 5 years of professional experience in the design and implementation of electrical, control and instrumentation and communication installations of pumping stations and systems larger than 1MW. 0 point for less than 5 years of professional experience 1 point for the first 5 years of professional experience. 1 additional point for every additional year of experience to a maximum of 4 points. Statutory professional registration (Pr.Eng or internationally recognised equivalent) within the built environment is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration (certificate or registration number), nil point will be awarded.	5
ENVIRONMENTAL LEAD	The incumbent shall have at least an NQF 8 qualification in Natural Sciences or similar and at least 5 years of professional experience in environmental and social management and monitoring of infrastructure projects. 0 point for less than 5 years of professional experience.	5



CATEGORY	EVALUATION CRITERIA	MAXIMUM POINTS
	1 point for the first 5 years. 1 additional point for every additional year of experience to a maximum of 3 points. 1 additional point for professional registration: PrSciNat. or international equivalent Statutory professional registration with EAPASA is a prerequisite for the candidate proposed for this position. Failure to submit proof of professional registration, nil point will be awarded.	

Bidders who fail to meet the minimum threshold for the following sub-criterion will be disqualified and not evaluated further:

- A minimum score of 6 out of 10 for Project Implementation approach.
- A minimum score of 18 points out of 30 points for Company Experience; and
- A minimum score of 36 out of 60 of the Key Personnel.



7.1 CLIENT'S MINIMUM REQUIREMENT FOR PSP RESOURCES

The Tenderer's Manpower Schedule in the proposal shall be aligned with the Client's Indicative Programme (**Annexure W** and **Appendix 4**) for the various activities and associated tasks. The number of proposed resources for the various tasks should be sufficient to provide the Services for the indicated timeframes and is at the discretion of the Tenderer.

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 10 for B-BBEE of the bidding entity:

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

- 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.

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

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.

9.2. Preferential Points Calculation

- 9.2.1. The following formula must be used to calculate the points out of 90 for price in bids with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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.

- 9.2.2. The 90/10 preference point system will apply.

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

Specific Goals	= 10
Price	= 90
Bidder's Score	= __/100

10. STAGE 6: SUPPLIER VETTING

TCTA will disqualify a bidder who/whose:

- 10.1 Submits fraudulent information or information that they do not have to authority to submit;
- 10.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 10.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 10.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state, and
- 10.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.
- 10.6 Assisted TCTA with creating, advising, consulting on and/or providing input to the Contract under the RFP NO: TCTA 021-041 during any part of the bid document on behalf of TCTA.



11. CONDITION 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

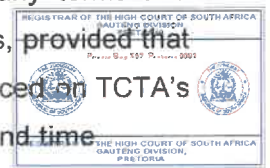
- 11.2.1 All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls 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.



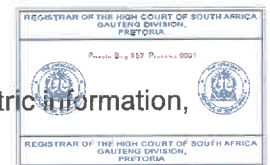
11.6 DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 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 The TCTA may collect the following information about you:

- i) 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;
- ii) Information about your beneficial owner if we are required to do so in terms of POPIA.
- iii) Records of correspondence or enquiries from you or anyone acting on your behalf.
- iv) Details of transactions you carry out with us.
- v) Details of contracts you carry out with us; and
- vi) 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.

Collection of Personal Information is done for the following reasons:

11.6.8 **Employee and Contractor Information**

- i) To Remunerate the person.
- ii) 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.
- iii) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- iv) To conduct criminal, credit, employment reference and other related reference checks.
- v) 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.

11.6.9 **Client Information**

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

- iv) 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.

11.6.10 Supplier and Third-Party Contractor/Service Provider Information

- i) To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- ii) 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.
- iii) To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- iv) 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.



11.6.11 Sources of Personal Information

Personal information may be collected from the following sources:

- i) 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.
- ii) From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- iii) From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

11.6.12 The Storage of Personal Information

All personal information collected by TCTA will be stored as follows:

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

- vi) After which the information will be de-identified and disposed of as per the TCTA Records policy.

11.6.13 Sharing of Personal Information

- 11.6.13.1 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.
- 11.6.13.2 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.
- 11.6.13.3 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.
- 11.6.13.4 To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 11.6.13.5 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.
- 11.6.13.6 To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 11.6.13.7 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.



11.6.14 Your Rights regarding your Personal Information

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

11.6.14.3 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.

11.6.14.4 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.

11.6.15 General Conditions pertaining to Personal Information

11.6.15.1 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.

11.6.16 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;

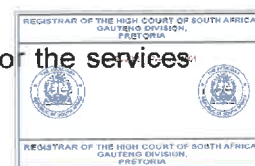
11.7.3.3 Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an 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

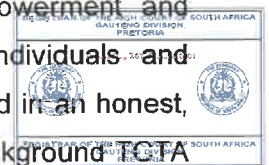
- 11.11.1.2 Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other 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.
- 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.



12. ANNEXURES

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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: 2026-097247

In the matter between:

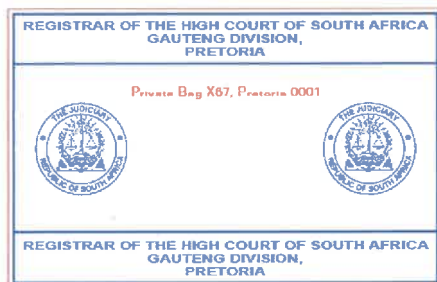
TRANS-CALEDON TUNNEL AUTHORITY Plaintiff / Applicant / Appellant

and

ZUTARI (PTY) LTD Defendant / Respondent

Annexure 02

NOTE: This document was filed electronically by the Registrar on 29/4/2026 at 2:22:58 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of Pretoria , Gauteng
Division,Pretoria**



COURT ONLINE COVER PAGE

**IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria**

CASE NO: 2025-151460

In the matter between:

ZUTARI (PTY) LTD

Plaintiff / Applicant / Appellant

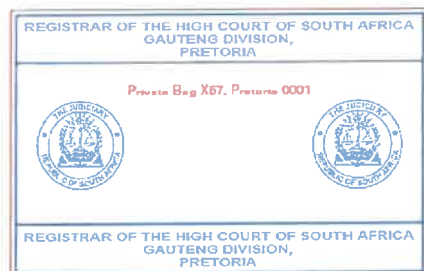
and

TRANS-CALEDON TUNNEL AUTHORITY Defendant / Respondent

Notice of Motion (Long Form)

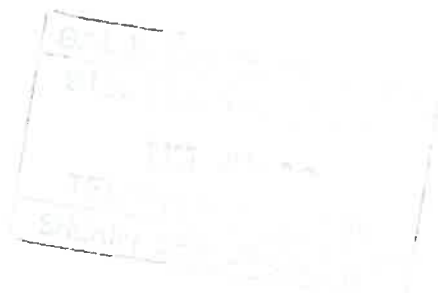


NOTE: This document was filed electronically by the Registrar on 29/8/2025 at 2:50:33 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of High Court of South
Africa , Gauteng Division,Pretoria**



THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO.: 2025-151460

In the matter between:

ZUTARI (PTY) LTD
(Registration No. 1977/003711/07)

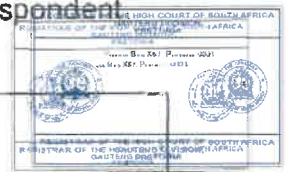
Applicant

and

TRANS-CALEDON TUNNEL AUTHORITY

Respondent

NOTICE OF MOTION



BE PLEASED TO TAKE NOTICE that the applicant intends to make application to this honourable Court for an order in the following terms:

1. That the decision of the respondent to cancel the tender process in respect of Tender 012/2023/PMID/DESIGNS/RFB: For the appointment of a detail designer and construction supervision professional service provider: Berg River-Voëlklei Dam Augmentation Scheme (BRVAS) ("the Tender") be declared constitutionally invalid, reviewed and set aside;
2. That it be declared that the tender offer of the applicant in the amount of R142,699,549.81 is market-related;
3. That it be declared that the revised tender offer of the applicant, dated 12 February 2025, in the amount of R136,709.908.27 is market-related;
4. That the Tender be awarded to the applicant for an amount of

R142,699,549.81, alternatively for the amount of R136,709,908.27;

5. In the alternative to paragraph 4:

5.1 That the matter be referred back to the respondent to reconsider the revised tender offer of R136,709,908.27;

5.2 That the respondent be directed to provide reasons for its decision to cancel the complete tender process on 11 August 2025;

6. In the alternative to paragraphs 1 to 5:

6.1 That the respondent be ordered to provide a detailed response to the revised offer of the applicant dated 12 February 2025;

6.2 That the applicant be offered an opportunity to respond to the respondent's detailed response contemplated in 6.1;

7. That the respondent be ordered to pay the applicant's costs, including the cost of counsel on scale C;

8. Further and/or alternative relief.

PLEASE TAKE NOTICE that the respondent is called upon to deliver the record of its decision together with such reasons it desires to give, to the Registrar of the above honourable Court within 15 (fifteen) days.



PLEASE TAKE NOTICE FURTHER that the applicant shall amend, add to or vary the terms of its notice of motion and accompanying affidavit, should it prove to be necessary to do so, within 10 (ten) days after receipt of the record.

PLEASE TAKE NOTICE FURTHER that the accompanying affidavit of **STEPHANUS HENDRIK KLEYNHANS**, together with the annexures thereto, will be used in support of this application.

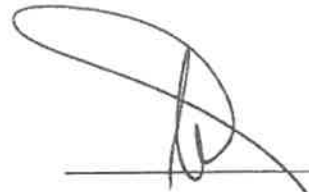
PLEASE TAKE NOTICE FURTHER that the applicant has appointed the offices of **WEAVIND & WEAVIND ATTORNEYS**, at the below mentioned address, at which they will accept notice and service of all process and documents in this application.



PLEASE TAKE NOTICE FURTHER that if any of the respondents intend opposing this application, they are:

- a) required to notify the applicant's attorney in writing within 15 (fifteen) days after receipt of the notice of motion or an amended notice of motion;
- b) required to appoint in such notification an address referred to in rule 6(5)(b) at which they will accept notice and service of all documents in these proceedings;
- c) to file their answering affidavits, if any, within 30 (thirty) days after expiry of the period in Rule 53(4).

SIGNED AND DATED AT PRETORIA ON THIS 27 DAY OF AUGUST 2025.



WEAVIND & WEAVIND INC.
ATTORNEYS FOR THE PLAINTIFF
GLENFIELD OFFICE PARK
BLOCK E
361 OBERON AVENUE
FAERIE GLEN
PRETORIA

TEL: 012 346 3098

EMAIL: raiford@weavind.co.za

theresa@weavind.co.za

REF: ER JOHNSON/Z13089



TO: THE REGISTRAR OF THE HONOURABLE HIGH COURT

AND TO: TRANS-CALEDON TUNNEL AUTHORITY

1st Floor, Building No. 9

Byls Bridge Office Park, 11 Byls Bridge Boulevard

Corner. Olievenhoutsbosch Road and Jean Avenue

Highveld Extension 73

Centurion

Gauteng

COURT ONLINE COVER PAGE

**IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria**

CASE NO: 2026-097247

In the matter between:

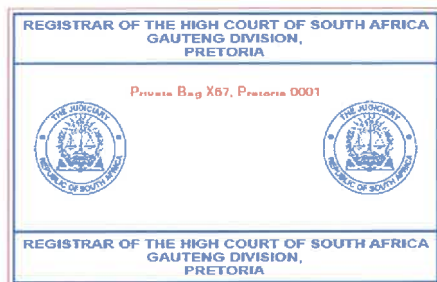
TRANS-CALEDON TUNNEL AUTHORITY Plaintiff / Applicant / Appellant

and

ZUTARI (PTY) LTD Defendant / Respondent

Annexure 03

NOTE: This document was filed electronically by the Registrar on 29/4/2026 at 2:23:16 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

**Registrar of Pretoria , Gauteng
Division,Pretoria**

IN THE MEDIATION

of the matter between

ZUTARI (PTY) LTD

CONSULTANT

and

TRANS-CALEDON TUNNELLING AUTHORITY (TCTA)

CLIENT

**NOTICE AND AGENDA FOR THE PRE-MEDIATION PROCEDURAL
MEETING TO BE HELD ON 24 FEBRUARY 2026**

WITHOUT PREJUDICE

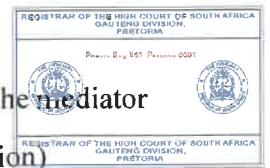


A. NOTICE OF MEETING

1. Whereas, reportedly, the parties have decided to resolve their matter through mediation. The matter relates to the tender for the project "Design and Construction Supervision Professional Service Provider: Berg River-Voëlville Dam Augmentation Scheme.
2. I was nominated by the parties, but not yet appointed, as the mediator in this matter. The Consultant has requested me to facilitate and chair the proposed pre-mediation meeting scheduled to take place as follows and to draft a proposed agenda.
3. I have previously emailed to the Consultant certain useful documents outlining the principles of the mediation processes and certain model forms of mediation agreements typically used in the industry. The parties are encouraged to familiarise themselves with these documents and are cordially invited to attend the meeting.
4. The pre-mediation meeting will take place on 24 February 2026, starting at 14:00, at the TCTA offices in Centurion.
5. The purpose of the meeting is to define the issues in dispute and the desired outcome of the process, to agree on the most appropriate type of mediation procedure, to define the roles, responsibilities and deliverables by the parties and the mediator, to set out the ground rules governing the proceedings and to outline the way forward.
6. It is desirable that the meeting be attended at least by the parties' primary authorised representatives. Assistants and legal representatives, if any, are also welcome.

B. DRAFT AGENDA

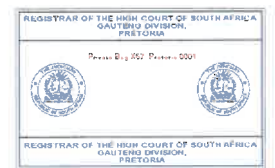
1. Welcome and opening remarks by nominated mediator (chairperson/mediator)
2. Introduction of the parties and their representatives, who are present (parties)
3. Health and Safety: evacuation procedures (TCTA)
4. Purpose of the meeting (mediator)
5. Acceptance and additions to the agenda.
6. Client's succinct outline of the dispute (presented under the following headings) (preferable time allocation 15 minutes)
 - 6.1. Brief background
 - 6.2. Key issues **not** in dispute
 - 6.3. Key issues **in** dispute
 - 6.4. Outcome/deliverables sought by the party from this process and from the mediator
7. Consultant's succinct outline of the dispute (same headings and time allocation)
8. Agreement on the key joint issues of dispute and outcome/deliverables sought (all)
9. Outline of typical ADR proceeding types and their respective attributes (mediator)
10. Selection of the most appropriate type of process/es and desired outcomes in the circumstances for this particular matter (joint discussion and decision)
11. Definition of the role and scope of services (and related methodology) for the mediator
12. Other procedural and administrative matters
 - 12.1. Production of meeting notes. Who should produce?
 - 12.2. Acceptance of the mediator's proposed terms. Party responsible for costs.
 - 12.3. Mediation agreement and rules for conduct of proceedings: Who should draft?
 - 12.4. A timetable for the proceedings to be produced by the mediator once the mediation agreement is concluded.
 - 12.5. Further meetings, if required.
 - 12.6. Submission of documents to mediator: Identify documents. For example, tender, evaluation report, others as proposed by parties.
 - 12.7. Submission of draft and final reports by mediator, if applicable
 - 12.8. Mode and lines of future communication
13. Way forward
14. Closure



Christo Dudenski

Nominated mediator

Delivered to the Consultant by email on 20th day of February 2026, for onward transmission to the Client.



IN THE MEDIATION

of the matter between

ZUTARI (PTY) LTD

CONSULTANT/APPLICANT

and

**TRANS-CALEDON TUNNELLING AUTHORITY
(TCTA)**

CLIENT/RESPONDENT

**NOTICE AND AGENDA FOR THE MEDIATION MEETINGS TO BE
HELD ON 10 AND 12 MARCH 2026**



CONFIDENTIAL AND WITHOUT PREJUDICE

A. NOTICE OF MEETINGS

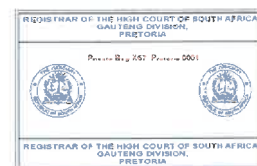
1. This matter relates to the tender submitted by Zutari to TCTA for the project “Design and Construction Supervision Professional Service Provider: Berg River-Voëlville Dam Augmentation Scheme”.
2. During the pre-mediation meeting held on 24 February 2026 the parties agreed that two full-day mediation meetings (9 am to 5 pm) will be held respectively on 10 and 12 March 2026 at a venue still to be advised by TCTA. This notice applies to both meetings.
3. A signed mediation agreement is a prerequisite for commencement of the proceedings. If this is unavailable, the scheduled meetings will have to be postponed.
4. TCTA kindly offered to make arrangements and book a suitable venue in Centurion, consisting of two rooms equipped with projectors, flip charts, and/or white boards.
5. The purpose of the meetings is for each party to explore and analyse in detail the issues in dispute; to identify a variety of options for resolution; to analyse the options, narrow down and select the preferred range; to negotiate on the preferred options; and to agree on the key terms of settlement (or in the unlikely event, to confirm the deadlock).
6. The above will be achieved through a series of short joint and side private meetings. The process will be explained by the mediator during the opening joint meeting. A succinct guide to the parties is attached in Appendix 1.
7. The meetings should be attended by the parties’ representatives who are authorised to negotiate and make settlement decisions and by the key technical staff involved in the previous round of negotiations. Assistants and legal representatives are also welcome.

8. All meetings are confidential, without prejudice, informal, flexible and off-the-record. Proceedings will not be recorded. Minutes will not be produced, unless agreed otherwise.
9. It is recommended that the parties' attendees provisionally reserve the day between the two planned meetings, namely 11 March 2026, to attend to matters that may arise after the 1st mediation meeting.
10. In the agendas below, allowance has been made for two joint meetings on each day. However, based on the circumstances and progress achieved, this could change.

B. AGENDA FOR 1ST MEETING OF 10 MARCH 2026 (JOINT SESSIONS)

1ST JOINT SESSION

1. Welcome and opening remarks by mediator
2. Health and Safety: evacuation plan (mediator)
3. Introduction of the parties' representatives and attendance register
4. Mediation agreement
5. Purpose of the meeting: as outlined in paragraph 5 of above notice
6. Confirmation of the key issues in dispute
7. Baseline status of financial proposal to be used as a reference point in this mediation
8. Nature of parties' authority and mandate to negotiate and decide on settlement
9. Introduction to mediation (mediator, PowerPoint presentation)
10. Time plan:
 - Joint session (9 to 10 am)
 - Series of alternating private side meetings with each party (15 to 30 min each)
 - 2nd joint session around 16:15 or later, if necessary (45 min)
 - Lunch break (12:30 to 13:30, to be confirmed)
 - No specific tea breaks: attendees to help themselves and enjoy during side meetings
11. Any other matters raised by the parties
12. Closure



2ND JOINT SESSION

1. Recap on today's progress: what was achieved/not achieved
2. Mediation approach for the second meeting on 12 March 2026
3. Guide for preparation by parties ahead of the second meeting, if applicable
4. Any other matters
5. Closure

C. AGENDA FOR 2nd MEETING OF 12 MARCH 2026 (JOINT SESSIONS)

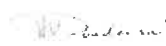
1ST JOINT SESSION

1. Welcome and opening remarks by mediator
2. Health and Safety: evacuation plan (mediator)
3. Introduction of the parties' representatives and attendance register
4. Recap on progress during the previous meeting and adjustments to the mediation procedure for this meeting, if necessary
5. Time plan:
 - Joint session (9 to 10:00)
 - Series of alternating private side meetings with each party (15 to 30 min each)
 - Joint meeting around 16:00 or earlier/later, if necessary (60 min)
 - Lunch break (12:30 to 13:30, to be confirmed)
 - No specific tea breaks: attendees to help themselves and enjoy during side meetings
6. Any other matters
7. Closure



2ND JOINT SESSION

1. If applicable, final negotiation on terms of settlement, otherwise the items below
2. Recap on today's progress: what was achieved/not achieved
3. Decision on outcome of mediation and way forward
4. Any other matters
5. Closure

 Christo Dudenski
2026.03.08
18:20:20 +02'00'

Christo Dudenski

Mediator

Delivered to the parties by email on 8 March 2026.

ANNEXURE 1

SUCCINCT GUIDE TO THE PARTIES

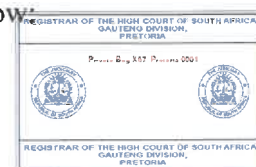
ISSUES IN DISPUTE AND STATUS OF PREVIOUS NEGOTIATIONS

MEDIATION PROCESS

LATEST RELEVANT DOCUMENTS

ISSUES IN DISPUTE

1. The key issues in dispute were defined by the parties during the pre-mediation meeting (items 6 and 7 of attached **Doc 1**). Only the titles of the issues are listed below:
 - 1.1. **Duplication for work and costs** (with reference to AEJV scope)
 - 1.2. **Over-resourced staff schedule** (for certain activities)
 - 1.3. **Overall price not market-related**



STATUS AT THE END OF THE PREVIOUS ROUND OF NEGOTIATIONS

The following documents outline the final status of the previous round of negotiations:

2. Minute of the last negotiation meeting dated 10 February 2025 (attached **Doc 2**)
3. Zutari's latest letter No. 11 of 12 February 2025, submitted to TCTA, together with the latest financial proposal (attached **Doc 3**). The same financial proposal, but in Excel format (attached **Doc 4**).
4. Reference to the issues in dispute, together with the latest progress achieved during the previous negotiations, is contained in the TCTA document "Bid Evaluation Report dated 31/7/2025" (Paragraph 3, attached **Doc 5**).

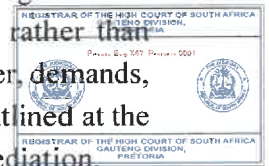
INTRODUCTION TO MEDIATION

5. A short PowerPoint presentation will be given during the 1st joint meeting.
6. A summary of the key attributes of the different types of Alternative Dispute Resolution (ADR) techniques, focussing on mediation, was handed-out to all present at the pre-mediation meeting.

PROCESS TO BE FOLLOWED DURING THESE MEDIATION PROCEEDINGS

7. After the 1st joint meeting, the mediator will convene a series of short side private meetings with each party, alternating between parties. The parties may be given tasks to consider, while waiting for the next private meeting.

8. The discussions will be confidential and without prejudice. The mediator will not disclose anything discussed during these private meetings with the other party, unless an express consent or a request to do so is given by the party concerned.
9. The need for sharing may arise at any time, but usually when the options for settlement are being developed and bargaining propositions need to be exchanged between the parties. At that stage, a party may authorise the mediator to share particular aspects, options or propositions with the other party.
10. The mediator will only manage the process and guide the parties. The parties will analyse the issues in dispute, identify and evaluate their own solutions, and propose matters for negotiation. The mediator will not give advice, but may tentatively suggest matters or options for consideration by the parties.
11. The parties must attempt to approach the process based on their underlying interests (needs, concerns, fears, constraints, etc.), both personal and commercial, rather than solely based on their positions (legal and contractual rights, constraints, power, demands, claims, etc.). Of course, the positions of the parties should be known and outlined at the start of the process. These could subsequently moderate as a result of the mediation.
12. Initially the mediation process will focus on the parties' underlying interests, as opposed to positions. If no progress is made, at some point the parties may be guided to consider the objectivity, reasonableness and fairness of their positions in an attempt to moderate them in order make progress and reach settlement.
13. Mediation is a structured, but flexible and informal process. The topics for discussion¹ listed below are rather theoretical and only provided for illustration purposes. These will be adjusted based on the progress and circumstances. But the essence will remain.



Stage 1: Exploring and analysing in detail each of the issues in dispute

14. **Purpose:** the parties and the mediator to develop a full understanding of the dispute on each issue, the positions of the parties, their needs and interests, and the goals for mediation.
15. Description the issue and the specific instances where the problem is manifested.
16. Identify the likely cause/s of the problem.
17. Outline the current position and the underlying interests.
18. Narrow down: search for underlying common characteristics within key issues listed?
19. Priority and sequence of consideration of the key issues: interdependency, importance, priority and order of consideration of issues.
20. What is the expected outcome from the mediation on this matter. Is there room for flexibility on this issue (some indicative range)?

¹ Brand J, Steadman F, Todd C *Commercial Mediation A user's guide to court-referred and voluntary mediation in South Africa*, 2nd Edition (Juta and Company (Pty) Ltd, 2016)

Stage 2: Developing a wide range of options for consideration

21. **Purpose:** to develop and consider a wide and creative range of options for possible settlement, to encourage the parties to moderate their positions and expectations by exploring the alternatives to a negotiated agreement, to identify joint gains benefits that could meet the interests of both parties, resulting in a win-win outcome.
22. Parties to develop a range of scenarios for possible alternatives to a successful negotiated settlement (what the party's position would be, should a negotiated settlement not be achieved). These could define the limits of the range for reasonable settlement options to be considered thereafter. The alternative options are:
 - 22.1. BATNA (best alternative to negotiated settlement)
 - 22.2. WATNA (worst alternative to negotiated settlement)
 - 22.3. PATNA (probable alternative to negotiated settlement)
23. Identify joint gains and mutually beneficial trades, that could meet the respective needs and interests of the parties.
24. Develop a variety of creative options for settlement within the above range in relation of each issue in dispute. Ensure that the cause of the problem is eliminated. Brainstorm and expand the number of options.
25. Decide whether there is benefit to share any of the information with the other party in order to speed-up the process.



Stage 3: Selection of suitable options and bargaining

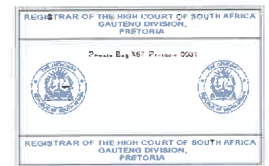
26. **Purpose:** to narrow down the options, to bargain and agree on solutions that are practical, and meet the interests and needs of both parties.
27. Develop objective criteria to evaluate the range of options generated in the previous stage. This could be: practicality, cost, meeting the interests and eliminating the original cause of the problem.
28. Evaluate the options based on the above criteria. Narrow down and select the option/s for negotiation with the other party.
29. With the express permission by the parties, the mediator would then systematically move between the parties, exchanging offers and counter-offers, together with information on interests, positions and priorities, until a particular option is agreed in broad terms.
30. Drafting the salient terms of the settlement agreement in writing: process similar to the above.

Stage 4: Finalising the settlement agreement or confirming deadlock

31. **Purpose:** to assist the parties in finalising in writing the entire settlement agreement, or alternatively to confirm deadlock.

LATEST RELEVANT DOCUMENTS

32. In preparation for the mediation meetings, the parties are encouraged to refresh their memories on all relevant documents in their possession, including but not limited to those exchanged between the parties during the previous negotiations.
33. Some of the latest documents, which may be relevant to the issues in dispute, are listed below and are attached for convenience. This list is by far not exhaustive.
 - 33.1. Minute of the pre-mediation meeting (**Doc 1**).
 - 33.2. Minute of the last negotiation meeting dated 10 February 2025 (**Doc 2**).
 - 33.3. Zutari's letter No. 11 of 12 February 2025, submitted to TCTA, together with the latest financial proposal (**Doc 3**).
 - 33.4. The same financial proposal as above, but in Excel format (**Doc 4**).
 - 33.5. TCTA's Bid Evaluation Report dated 31/7/2025 (**Doc 5**).
 - 33.6. BRVAS Request for Proposal (**Doc 6**).
 - 33.7. AEJV Original Scope of Work (Redacted) (**Doc 7**)
 - 33.8. AEJV possible scope modification (**Doc 8**)
 - 33.9. ECSA 2025 Guideline Scope of Work and Professional Fees (**Doc 9**)
 - 33.10. FIDIC Conditions of Contract (Red Book, 1999) Not attached



IN THE MEDIATION

of the matter between

ZUTARI (PTY) LTD

APPLICANT

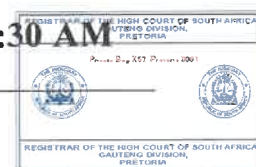
and

TRANS-CALEDON TUNNEL AUTHORITY (TCTA)

RESPONDENT

NOTICE AND AGENDA FOR THE MEDIATION MEETING

SCHEDULED FOR 23 MARCH 2026, STARTING AT 9:30 AM



CONFIDENTIAL AND WITHOUT PREJUDICE

A. NOTICE OF MEETINGS

1. This matter relates to the tender submitted by Zutari to TCTA for the project “*Design and Construction Supervision Professional Service Provider: Berg River-Voëlville Dam Augmentation Scheme*”.
2. TCTA offered to arrange the venue for this meeting and to advise the parties accordingly.
3. The purpose of the meeting is to continue and conclude the mediation proceedings on the remaining issues in dispute – resourcing and pricing schedules and to confirm the interim agreements reached during the previous meetings.
4. The mediation process will be similar to that followed so far, as outlined in Annexure 1 of the notice for the previous meetings.

B. AGENDA

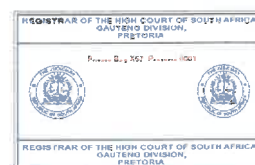
1ST JOINT SESSION

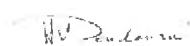
1. Welcome and opening remarks by mediator
2. Health and Safety: evacuation plan (mediator)
3. Introduction of the parties’ representatives and attendance register
4. Purpose of the meeting: as outlined in paragraph 3 above
5. Feedback on progress with the actions listed in the Record of Decisions of prior meetings
6. Confirmation of the issues in dispute agreed upon and those remaining to be resolved

7. Agreement on process for today's meeting (joint vs private side meetings)
8. Time plan:
 - Joint session (9:30 to 10:30 am)
 - Series of alternating private and joint meetings, as needed
 - 2nd joint session around 16:00 or earlier / later
 - Lunch break (12:30 to 13:30, to be confirmed)
 - No specific tea breaks: attendees to help themselves and enjoy during side meetings
9. Any other matters raised by the parties

2ND JOINT SESSION

1. If applicable, final negotiation on terms of settlement, otherwise the items below
2. Recap on today's progress: what was achieved / not achieved
3. Decision on the outcome of the mediation and way forward
4. Any other matters
5. Closure




Christo
Dudenski
2026.03.17
10:32:28 +02'00'

Christo Dudenski

Mediator

Delivered to the parties by email on 17 March 2026.

COURT ONLINE COVER PAGE

IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: 2026-097247

In the matter between:

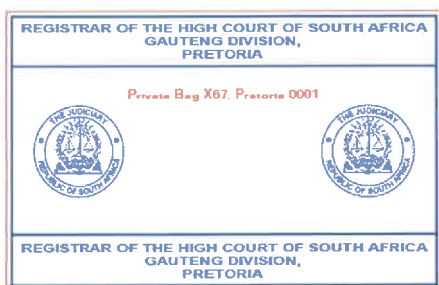
TRANS-CALEDON TUNNEL AUTHORITY Plaintiff / Applicant / Appellant

and

ZUTARI (PTY) LTD Defendant / Respondent

Annexure 04

NOTE: This document was filed electronically by the Registrar on 29/4/2026 at 2:23:38 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.

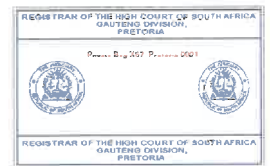


ELECTRONICALLY SIGNED BY:

**Registrar of Pretoria , Gauteng
Division,Pretoria**

EXECUTION

SETTLEMENT AGREEMENT



between

TRANS-CALEDON TUNNEL AUTHORITY

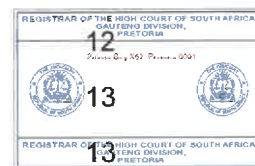
and

ZUTARI PROPRIETARY LIMITED

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

1. PARTIES

The parties to this agreement are:

1.1 TRANS-CALEDON TUNNEL AUTHORITY

1.2 ZUTARI PROPRIETARY LIMITED

2. INTERPRETATION

2.1 In this Agreement, unless otherwise specified or the context clearly indicates the contrary, the following words and expressions shall have the meanings assigned to them below:



2.1.1 "**AEJV**" means the Amanzi Entaba Joint Venture, a joint venture between Bigen Africa Group Holdings, Nyeleti Consulting and Gibb Holdings, appointed by TCTA as the professional service provider for the conceptual design of the Project;

2.1.2 "**AEJV Addendum**" means the addendum to the AEJV Agreement contemplated in clause 8;

2.1.3 "**AEJV Agreement**" means the agreement concluded between TCTA and the AEJV for the provision of professional services relating to the conceptual design, project management and construction monitoring of the Project;

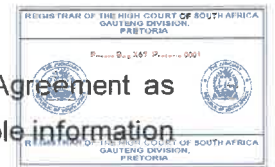
2.1.4 "**Addendum 5**" means Addendum No. 5 to the RFB, which specifies the minimum key resource effort per task for each key resource;

2.1.5 "**Agreement**" means this settlement agreement as recorded in this document, together with all annexures hereto;

2.1.6 "**Business Day**" means any day excluding a Saturday, Sunday or public holiday in the Republic of South Africa;

2.1.7 "**Commencement Date**" means the date on which all Suspensive Conditions in clause 4.1 have been fulfilled or waived by the Parties in writing;

- 2.1.8 **"Contract Base Date"** means the date set out in Item 3 of the Information Schedule, being 84 (Eighty-Four) days after the Tender Closing Date;
- 2.1.9 **"Court"** means the Gauteng Division of the High Court of South Africa, Pretoria, or such other court of competent jurisdiction as the Parties may agree;
- 2.1.10 **"Court Order"** means the order of court contemplated in clause 9;
- 2.1.11 **"Financial Proposal"** means Zutari's financial proposal dated 12 February 2025, as revised in accordance with the principles agreed during the Mediation Proceedings and submitted on 30 March 2026;
- 2.1.12 **"Information Schedule"** means the document attached to this Agreement as Annexure "A", recording the particulars of the Parties and the variable information relevant to this Agreement;
- 2.1.13 **"Mediator"** means Mr Christo Dudenski, appointed as mediator in the matter between the Parties;
- 2.1.14 **"Mediation Proceedings"** means the mediation proceedings conducted on 10, 12 and 23 March 2026, as more fully described in clause 3;
- 2.1.15 **"MOA"** means the memorandum of agreement to be concluded between TCTA and Zutari contemplated in clause 7;
- 2.1.16 **"Parties"** means TCTA and Zutari, and the word "Party" refers to either of them as the context may indicate;
- 2.1.17 **"Project"** means the Berg River-Voëlklei Dam Augmentation Scheme, as more fully described in Item 4 of the Information Schedule;
- 2.1.18 **"RFB"** means the Request for Bid issued by TCTA in respect of the Tender;
- 2.1.19 **"Review Application"** means the review application instituted by Zutari against TCTA under the case number reflected in Item 6 of the Information Schedule, seeking the review and setting aside of TCTA's decision to cancel the Tender process;

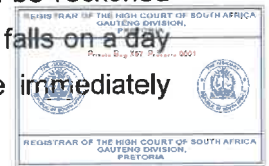


- 2.1.20 **"Scope of Work"** means the delineated scope of work agreed between the Parties during the Mediation Proceedings, as recorded in the Mediator's records of decisions and as set out in Annexure "D";
- 2.1.21 **"Signature Date"** means the date on which this Agreement is signed by the Party signing last in time;
- 2.1.22 **"Suspensive Conditions"** means the suspensive conditions specified in clause 4;
- 2.1.23 **"TCTA"** means the Trans-Caledon Tunnel Authority, a major public entity listed in Schedule 2 of the PFMA, whose full and further particulars are reflected in Item 1 of the Information Schedule;
- 2.1.24 **"TCTA Technical Advisor"** means the technical advisor appointed by TCTA to assist during the Mediation Proceedings;
- 2.1.25 **"Tender"** means the tender submitted by Zutari to TCTA in response to the RFB, with further particulars as set out in Item 5 of the Information Schedule;
- 2.1.26 **"Tender Closing Date"** means the date set out in Item 5 of the Information Schedule;
- 2.1.27 **"Tender Price"** means the revised tender price of R127 553 440.99 (One Hundred and Twenty-Seven Million Five Hundred and Fifty-Three Thousand Four Hundred and Forty Rand and Ninety-Nine Cents), as submitted by Zutari on 30 March 2026;
- 2.1.28 **"Zutari"** means Zutari Proprietary Limited, a private company with limited liability duly incorporated in accordance with the company laws of the Republic of South Africa, whose further particulars are reflected in Item 2 of the Information Schedule.



- 2.2 Any reference to -
- 2.2.1 the singular shall include the plural and *vice versa*;
- 2.2.2 any gender shall include the other genders;
- 2.2.3 natural persons shall include legal persons and *vice versa*.

- 2.3 Any reference to an enactment is to that enactment as at the date of signing hereof and as amended or re-enacted from time to time.
- 2.4 The headings of clauses in this Agreement are for reference purposes only and shall not be taken into account in construing the contents hereof.
- 2.5 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.6 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day other than a Business Day, in which case the last day shall be the immediately following Business Day.
- 2.7 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.8 Where any term is defined within the context of a particular clause in this Agreement, it shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.
- 2.9 The expiration or termination of this Agreement shall not affect such of the provisions contained herein and are expressly provided that they will operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide therefore.
- 2.10 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.11 The following documents are annexures to this Agreement and constitute an integral part thereof:
- 2.11.1 Annexure "A": Information Schedule;
- 2.11.2 Annexure "B": Mediator's Record of Interim Agreements and Decisions dated 17 March 2026;

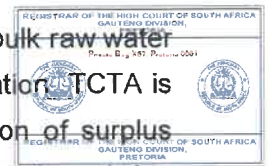


- 2.11.3 Annexure "C": Mediator's Record of Interim Agreements and Decisions dated 30 March 2026;
- 2.11.4 Annexure "D": Agreed Scope of Work Delineation;
- 2.11.5 Annexure "E": Revised Resourcing Schedule and Financial Proposal.

3. **BACKGROUND**

It is hereby recorded that:

- 3.1 TCTA is a state-owned entity charged with financing and implementing bulk raw water infrastructure projects on behalf of the Department of Water and Sanitation. TCTA is the implementing authority for the Project, which entails the abstraction of surplus winter water from the Berg River and the pumped delivery of that water into the existing Voëlvlei Dam in the Western Cape.
- 3.2 In February 2021, TCTA appointed the AEJV as its professional service provider for the conceptual design of the Project. The AEJV successfully completed the conceptual design in February 2022.
- 3.3 TCTA subsequently determined to change its procurement model from a contract based on the Fédération Internationale des Ingénieurs-Conseils ("FIDIC") Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor, in terms of which the contractor assumes responsibility for both the design and the execution of the works, to a contract based on the FIDIC Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, in terms of which the employer provides the design and the contractor constructs the works in accordance with that design. This change necessitated the appointment of a separate professional service provider for the detailed design of the Project.
- 3.4 TCTA issued the RFB for the appointment of a detail design and construction supervision professional service provider for the Project, bearing the tender number reflected in Item 5 of the Information Schedule.
- 3.5 Zutari submitted its Tender in response to the RFB. Following the evaluation of tenders, Zutari was identified as the preferred bidder.



- 3.6 During the ensuing negotiations between TCTA and Zutari, the Parties were unable to reach agreement on three key issues, being the delineation of the scope of work between Zutari and the AEJV, the allocation and level of resources proposed by Zutari which TCTA considered to be excessive, and the pricing of the professional services.
- 3.7 As a consequence of the failure to reach agreement, TCTA took a decision on the date reflected in Item 5 of the Information Schedule to cancel the tender process in respect of the Tender.
- 3.8 Zutari thereafter instituted the Review Application in the Court, seeking the review and setting aside of TCTA's decision to cancel the Tender process.
- 3.9 Notwithstanding that TCTA believed it had sound grounds to defend the Review Application, TCTA recognised that a re-tendering process would take approximately 8 (eight) to 9 (nine) months and would likely yield a similar outcome. The Parties accordingly agreed to explore an amicable resolution of their dispute through mediation.
- 3.10 The Parties appointed the Mediator and conducted the Mediation Proceedings on 10, 12 and 23 March 2026 at venues in Centurion, Pretoria.
- 3.11 During the Mediation Proceedings, the Parties successfully resolved all issues in dispute and reached agreement in principle on the delineation of the Scope of Work, the resourcing principles and the pricing of Zutari's professional services, as more fully recorded in the Mediator's records of decisions attached hereto as Annexures "B" and "C".
- 3.12 On 30 March 2026, Zutari submitted its revised Financial Proposal and the Tender Price, which TCTA's technical advisors confirmed on 31 March 2026 accords with the principles agreed during the Mediation Proceedings. The revised Financial Proposal is attached hereto as Annexure "E".
- 3.13 The Mediator recorded that the mediation process had been successfully concluded and that the Parties had undertaken to reduce their terms of settlement into this Agreement.
- 3.14 The Parties now wish to settle all disputes between them arising from the Tender, the cancellation of the Tender process, the Review Application and the Mediation Proceedings on the terms and conditions set out in this Agreement.



4. SUSPENSIVE CONDITIONS

4.1 This Agreement will be subject to and conditional upon the fulfilment or waiver of the following Suspensive Conditions:

4.1.1 the board of or other duly authorised representative of TCTA adopts a resolution authorising the execution and performance of this Agreement;

4.1.2 the board of directors or other duly authorised representative of Zutari adopts a resolution authorising the execution and performance of this Agreement.

4.2 This Agreement shall become effective on the Commencement Date, being the date on which all Suspensive Conditions in clause 4.1 have been fulfilled or waived by the Parties in writing.



4.3 If the Suspensive Conditions are not fulfilled or waived in writing by the Parties within 30 (Thirty) days after the Signature Date, or such other period as the Parties may agree upon in writing, this Agreement shall lapse and neither Party shall have any enforceable rights or obligations in terms hereof.

5. FULL AND FINAL SETTLEMENT

5.1 This Agreement shall constitute a full and final settlement of all disputes, claims and disagreements, and without admission of any liability, fault or the like of any nature whatsoever, of all claims, liabilities, damages, costs, obligations, causes of action, demands, disputes, rights of recourse and the like of any nature whatsoever, whether past, present or future and whether known or unknown, which

(a) Zutari may have against TCTA, whether arising under contract, delict, statute or otherwise, on the one hand; or

(b) TCTA may have against Zutari, whether arising under contract, delict, statute or otherwise, on the other hand,

arising out of and/or pursuant to

5.1.1 the RFB and the Tender;

5.1.2 the negotiations between the Parties following the Tender;

- 5.1.3 the decision of TCTA to cancel the Tender process;
- 5.1.4 the Review Application;
- 5.1.5 the Mediation Proceedings and the costs thereof; and
- 5.1.6 any other matter arising from or related to the foregoing.

5.2 It is accordingly agreed that

5.2.1 Zutari shall not be entitled to make any claim or demand of any nature whatsoever, other than claims or demands arising under this Agreement or the MOA, in respect of any matter referred to in clause 5.1(a) against TCTA at any time after the Signature Date;



5.2.2 TCTA shall not be entitled to make any claim or demand of any nature whatsoever, other than claims or demands arising under this Agreement or the MOA, in respect of any matter referred to in clause 5.1(b) against Zutari at any time after the Signature Date.

5.3 Zutari hereby irrevocably and unconditionally waives and renounces all and any claims and rights which it may have against TCTA in respect of any matter referred to in clause 5.1(a), other than claims arising under this Agreement or the MOA.

5.4 TCTA hereby irrevocably and unconditionally waives and renounces all and any claims and rights which it may have against Zutari in respect of any matter referred to in clause 5.1(b), other than claims arising under this Agreement or the MOA.

5.5 Zutari hereby irrevocably and unconditionally indemnifies TCTA against any loss, liability, damage and/or expense, including legal costs on the attorney and own client scale, which TCTA may suffer or incur arising out of any claim, demand or right of recourse which any person who is not a party to this Agreement but who is a successor-in-title or assign of Zutari may make or exercise against TCTA arising from any of the matters referred to in clause 5.1.

5.6 TCTA hereby irrevocably and unconditionally indemnifies Zutari against any loss, liability, damage and/or expense, including legal costs on the attorney and own client scale, which Zutari may suffer or incur arising out of any claim, demand or right of recourse which any person who is not a party to this Agreement but who is a

successor-in-title or assign of TCTA may make or exercise against Zutari arising from any of the matters referred to in clause 5.1.

5.7 Subject to the fulfilment of the Suspensive Conditions and the granting of the Court Order –

5.7.1 TCTA shall re-engage Zutari as the professional service provider for the detailed design of the Project on the terms agreed during the Mediation Proceedings and as recorded in this Agreement, including the Scope of Work set out in Annexure “D” and the resourcing and pricing principles reflected in Annexure “E”;

5.7.2 the Parties shall conclude the MOA in accordance with clause 7.

5.8 The Parties acknowledge and agree that this settlement has been reached voluntarily and without any admission of liability by either Party.



6. **AGREED PRINCIPLES**

Scope of Work

6.1 The Parties have agreed on the delineation of the Scope of Work between Zutari and the AEJV. Zutari shall be responsible for the detailed design of the Project; the submission of tender design and technical documentation required to enable AEJV to prepare tender documentation for the appointment of a construction contractor; providing support to the tender process; and for the supervision of construction from a design quality perspective. The AEJV shall be responsible for preparation for the preparation of the tender document; assist TCTA with the tender process during evaluation and selection of a contractor; project and programme management, construction contract administration; and construction monitoring from a programme performance perspective. The detailed delineation of the Scope of Work is set out in Annexure “D”.

6.2 The Parties agree that the Scope of Work as delineated in Annexure “D” shall ensure that there is no gap in, or overlap of, responsibilities between Zutari and the AEJV.

Resourcing

6.3 The Parties have agreed on the following resourcing principles:

- 6.3.1 TCTA has accepted Zutari's revised minimum time allocations for all key resources per task, as set out in the revised resourcing schedule forming part of the Financial Proposal attached hereto as Annexure "E", notwithstanding that such allocations are in certain instances lower than those specified in Addendum 5.
- 6.3.2 The Parties acknowledge that the time allocated to the Geotechnical Engineer may be insufficient in view of the complexity of the site conditions and agree that the allocations represent minimum allocations only. The actual time required may exceed the minimum, depending on conditions found on site.
- 6.3.3 The engineering work to be undertaken by Zutari's team associated with field investigations shall be removed from the pricing for the relevant tasks and shown in a separate resourcing and pricing schedule, to be paid from the provisional sums provided by TCTA.
- 6.3.4 The same approach as clause 6.3.3 shall apply in respect of engineering work related to specialist studies.
- 6.3.5 Zutari shall attach a team organogram to the Financial Proposal, clearly distinguishing between key resources and support resources.
- 6.3.6 Resources with no man-month allocations shall be removed from the resourcing schedule.
- 6.3.7 Key resources shall be identified individually as single points of responsibility, provided that multiple support resources may be allocated in support of a key resource.
- 6.3.8 The Parties accept that due to the lapse of time, some of the resources in the base schedule may no longer be available. For the purpose of this Agreement, the base schedule key resources shall be used, and the substitution of resources will thereafter be dealt with in terms of the MoA. Zutari may update the support resources in its revised final proposal.



Pricing

- 6.4 The Parties have agreed on the following pricing principles:

- 6.4.1 The Tender Price is R127 553 440.99 (One Hundred and Twenty-Seven Million Five Hundred and Fifty-Three Thousand Four Hundred and Forty Rand and Ninety-Nine Cents), as submitted by Zutari on 30 March 2026.
- 6.4.2 Zutari has used the financial proposal and resourcing schedule dated 12 February 2025 as the base for the revised Financial Proposal.
- 6.4.3 The tender price shall be escalated in terms of the contract, calculated from the Contract Base Date. Such escalation shall be reflected as a separate line item under the relevant section of Annexure O of the Financial Proposal.
- 6.5 The revised resourcing schedule and Financial Proposal reflecting the agreed principles are attached hereto as Annexure "E".



7. **MEMORANDUM OF AGREEMENT**

- 7.1 Following the granting of the Court Order, TCTA and Zutari shall negotiate in good faith and conclude the MOA, which shall reflect the revised Scope of Work, resourcing and pricing principles as agreed and recorded in this Agreement.
- 7.2 The MOA shall incorporate by reference the RFB, Zutari's Tender submission, the revised Scope of Work as set out in Annexure "D", the revised resourcing schedule and Financial Proposal as set out in Annexure "E", and such further amendments to the RFB scope of work as may be agreed between the Parties to give effect to the principles recorded in this Agreement.
- 7.3 The MOA shall become effective upon the Court Order being granted.
- 7.4 The Parties shall use their reasonable endeavours to conclude the MOA within 20 (Twenty) Business Days after the date on which the Court Order is granted, or such other period as the Parties may agree in writing.

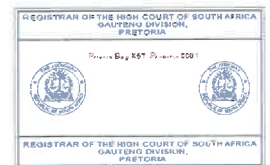
8. **AEJV ADDENDUM**

- 8.1 TCTA shall negotiate and conclude the AEJV Addendum, which shall reflect the revised scope of work for the AEJV, aligned with the delineation of the Scope of Work agreed between TCTA and Zutari.

- 8.2 The AEJV Addendum shall incorporate a revised scope of work and pricing for the AEJV.
- 8.3 The AEJV Addendum shall be conditional upon and effective from the date on which the Court Order is granted.
- 8.4 TCTA shall ensure that the MOA and the AEJV Addendum, read together, provide for a complete and non-overlapping allocation of responsibilities between Zutari and the AEJV, with no gaps in the services required for the Project.

9. **WITHDRAWAL OF PROCEEDINGS AND COURT ORDER**

Court Order



- 9.1 The Parties shall jointly approach the Court on an urgent basis to seek an order in terms of which the decision of TCTA to cancel the tender process in respect of the Tender is reviewed and set aside, this Agreement is made an order of court, and each Party is to pay its own costs.
- 9.2 The Parties' respective legal representatives shall collaborate in the preparation and filing of the joint application contemplated in clause 9.1.
- 9.3 The Parties shall use their reasonable endeavours to have the application enrolled and heard on or before the date reflected in Item 7 of the Information Schedule.

Withdrawal of Review Application

- 9.4 Upon the granting of the Court Order, Zutari shall procure the withdrawal of the Review Application. Written confirmation of such withdrawal shall be delivered to TCTA.
- 9.5 The withdrawal contemplated in clause 9.4 shall be without any order as to costs, each Party bearing its own costs of the proceedings withdrawn.

10. **CO-OPERATION**

- 10.1 Each of the Parties undertakes to do and to procure the doing of all such acts, and to refrain and procure that other persons refrain from doing all such acts, and to pass and to procure the passing of all such resolutions of directors or other governing bodies, to

the extent that the same lies within such Party's power and which may be required to give effect to the import or intent of this Agreement.

- 10.2 None of the Parties shall make or infer any negative comments, remarks or inferences of or about any other Party in relation to the entering into and performance of this Agreement. The Parties shall at all times maintain a high standard of integrity and good faith in their dealings with one another under this Agreement.

11. WARRANTIES

- 11.1 TCTA warrants and represents in favour of Zutari that as at the Signature Date

- 11.1.1 TCTA has the legal capacity and authority to enter into and perform its obligations under this Agreement;



- 11.1.2 the execution and performance of this Agreement does not conflict with any law applicable to TCTA or any agreement to which TCTA is a party;

- 11.1.3 this Agreement constitutes legal, valid and binding obligations of TCTA enforceable in accordance with its terms.

- 11.2 Zutari warrants and represents in favour of TCTA that as at the Signature Date

- 11.2.1 Zutari is a company duly incorporated and validly existing under the laws of the Republic of South Africa;

- 11.2.2 subject to the fulfilment of the Suspensive Conditions, Zutari has the legal capacity and power to enter into and perform its obligations under this Agreement;

- 11.2.3 the execution and performance of this Agreement does not conflict with Zutari's memorandum of incorporation, any law applicable to Zutari, or any agreement to which Zutari is a party;

- 11.2.4 this Agreement constitutes legal, valid and binding obligations of Zutari enforceable in accordance with its terms.

- 11.3 Each of the above warranties and representations shall be a material term of this Agreement.

12. CONFIDENTIALITY

- 12.1 None of the Parties shall disclose any aspect of this Agreement, the Mediation Proceedings, or any documents exchanged during the Mediation Proceedings, other than to their professional advisors and/or as may otherwise be required by law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 12.2 None of the Parties shall issue any press release or any other public document or make any public statement relating to, connected with or arising out of this Agreement, save for any such release, announcement or document which is required to be given, made or published by law, without obtaining the prior written approval of the other Party to the contents thereof and the manner of its presentation and publication, provided that such approval shall not be unreasonably withheld or delayed.
- 12.3 The provisions of this clause 12 shall not prohibit or restrict disclosure to each Party's board of directors or other governing body for the purposes of obtaining the approvals contemplated in clause 4, to each Party's legal advisors, auditors and other professional advisors on a need-to-know basis, for the purposes of the court application contemplated in clause 9, or as may be required by any applicable law, regulation or order of court.
- 12.4 The obligations of confidentiality in this clause 12 shall survive the termination or expiration of this Agreement.



13. COSTS

- 13.1 Each Party shall bear its own costs in connection with the Mediation Proceedings, the negotiation, preparation and execution of this Agreement, and the conclusion of the MOA and the AEJV Addendum.

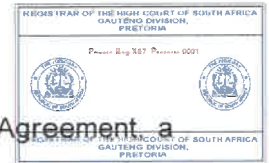
14. DOMICILIUM AND NOTICES

- 14.1 The Parties hereby select for all purposes of this Agreement as their respective domicilia citandi et executandi the physical addresses mentioned next to their names in the Information Schedule or any such other addresses as the Parties may notify each other of in writing from time to time, and choose for the delivery of all notices and/or processes thereto their respective contact particulars as appears next to their names in the Information Schedule.

14.2 Any notice addressed by any Party to the other Party shall –

- 14.2.1 if delivered by hand at the address of its domicilium in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or
- 14.2.2 if posted by prepaid registered post to the addressee's domicilium in terms of this clause, be deemed to have been received by the addressee on the fifth day following the date of such posting; or
- 14.2.3 if sent by e-mail to the e-mail address in terms of this clause, be deemed to have been duly received by the addressee on the date of successful transmission thereof.

14.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of e-mail transmission, shall be adequate written notice or communication to such Party.



15. **BREACH**

- 15.1 In the event of a material breach by a Party (the "**Contravening Party**") of its obligations in terms of this Agreement, any other Party (the "**Innocent Party**") may, without prejudice to any rights it may have, deliver to the Contravening Party a written notice setting out the alleged breach and affording the Contravening Party a period of 10 (Ten) Business Days within which to remedy the breach.
- 15.2 In the event of the Contravening Party failing to remedy the breach within the period stipulated in clause 15.1, then the Innocent Party may, without prejudice to and without limiting any other rights it may have, at its sole election
 - 15.2.1 enforce the terms and conditions of this Agreement; or
 - 15.2.2 cancel this Agreement and recover from the Contravening Party any damages the Innocent Party may have suffered as a result of the breach.

16. **DISPUTE RESOLUTION**

- 16.1 If any dispute or difference arises between the Parties in connection with or arising out of this Agreement, including any dispute relating to the interpretation, application,

breach or termination hereof, such dispute shall be resolved in accordance with the provisions of this clause 16.

- 16.2 The Parties shall first attempt to resolve the dispute through direct negotiation between their designated representatives. If the dispute cannot be resolved through direct negotiation within 10 (Ten) Business Days of the dispute first arising, the dispute shall be escalated to the chief executive officers of the respective Parties, or their nominees, for resolution.
- 16.3 If the dispute remains unresolved within 15 (Fifteen) Business Days after escalation in terms of clause 16.2, the dispute shall be finally resolved by way of expedited arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa. The arbitration shall be conducted in Johannesburg in the English language before a single arbitrator, to be agreed upon by the Parties, or failing agreement within 5 (Five) Business Days, to be appointed by the chairperson of the Arbitration Foundation of Southern Africa.
- 16.4 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of any court of competent jurisdiction.
- 16.5 Nothing in this clause shall preclude either Party from approaching a court of competent jurisdiction for urgent interim relief pending the outcome of the arbitration proceedings.
- 16.6 Notwithstanding the existence of a dispute, neither Party shall be relieved of its obligation to continue performing its obligations under this Agreement.

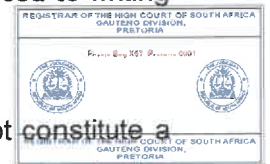


17. SEVERABILITY

- 17.1 Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall, to the extent of such prohibition or unenforceability, be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 17.2 Should any provision of this Agreement be found to be illegal, invalid or unenforceable, then the Parties shall act in good faith to negotiate a replacement provision which is valid, binding and enforceable and which, to the maximum extent possible, achieves the original intent of the severed provision.

18. MISCELLANEOUS

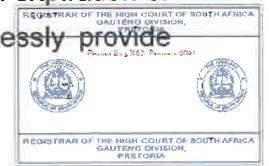
- 18.1 This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter hereof and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.
- 18.2 No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.
- 18.3 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 18.4 The grant of any indulgence by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.
- 18.5 Except as provided for elsewhere in this Agreement, a Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party.
- 18.6 This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.
- 18.7 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same Agreement.
- 18.8 Each of the Parties hereby acknowledges that it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so, and each provision of this Agreement and each provision of the Annexures is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.
- 18.9 The Parties shall at all times act in good faith towards each other and shall not bring any other Party into disrepute.
- 18.10 Each of the Parties undertakes at all times to do all things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and



control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

18.11 Either Party may, without notice to the other Party, bring an application to court to make this Agreement an order of court, whereafter the Party bringing the application and obtaining the order shall effect service of such order on the other Party at its chosen address as reflected in the Information Schedule.

18.12 The expiration or termination of this Agreement shall not affect such of the provisions contained herein as are expressly provided to operate after such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide therefor.



19. SIGNATURE

19.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

19.2 The persons signing this Agreement in a representative capacity warrant their authority to do so.

SIGNED at _____ on this the day of 2026

Signed by: Nndanduleni Leonard Radzumi
Signed at: 2026-04-28 12:38:05 +02:00
Reason: Witnessing Nndanduleni Leonard

AS WITNESSES

1. _____

Signed by: AZWIANEWI NELWAMONDO
Signed at: 2026-04-28 12:59:25 +02:00
Reason: Witnessing AZWIANEWI NELWA

2. _____

Signed by: DINIZULU KUMALO PERCIVA
Signed at: 2026-04-28 12:37:10 +02:00
Reason: Witnessing DINIZULU KUMALO

..... on behalf of
TRANS-CALEDON TUNNEL AUTHORITY,
duly authorised thereto

AS WITNESSES:

1.

High

SL 1069

MUJahl

2904/13028

2.

Shumbar

Signed by Stephan Kleynhans,
stephan.kleynhans@zutari.com

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

P.O. BOX 257 PRETORIA 0001

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

ANNEXURE "A"
INFORMATION SCHEDULE

ITEM 1: TCTA	
Full Name	Trans Caledon Tunnel Authority, a Schedule 2 Public Entity established by Notice No. 2631 published in Government Gazette No. 10545 dated 12 December 1986, as amended by Notice No. 277 published in Government Gazette No. 21017 dated 24 March 2000, and a water management institution in terms of the National Water Act.
Contact number	012 683 1200
E-mail address	wbopape@tcta.co.za
Physical address	Byls Bridge Office Park 11 Byls Bridge Boulevard Cnr Olievenhoutbosch Road and Jean Avenue Highveld, Centurion
Key Representative	William Bopape



ITEM 2: ZUTARI	
Registered name	Zutari Proprietary Limited
Registration number	1977/003711/07
Contact person	Stephan Kleynhans
Contact number	012 427 2000
E-mail address	Stephan.Kleynhans@zutari.com
Physical address	Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens X6, Pretoria, 0081
Postal address	P O Box 74381, Lynnwood Ridge, Pretoria, Gauteng, 0040
Key Representative	Stephan Kleynhans

ITEM 3: CONTRACT BASE DATE	
Contract Base Date	6 June 2024
Basis	84 days after Tender Closing Date

ITEM 4: PROJECT DETAILS	
Project name	Berg River–Voëlville Dam Augmentation Scheme
Location	Western Cape, South Africa
Implementing authority	Trans-Caledon Tunnel Authority on behalf of the Department of Water and Sanitation



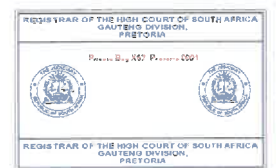
ITEM 5: TENDER DETAILS	
Tender number	012/2023/PMID/DESIGNS/RFB
Tender description	Appointment of a Detail Design and Construction Supervision Professional Service Provider for the Berg River–Voëlville Dam Augmentation Scheme
Tender Closing Date	14 March 2024

ITEM 6: REVIEW APPLICATION	
Court	Gauteng Division of the High Court of South Africa, Pretoria
Case number	2025/151460
Nature of proceedings	Review Application

ITEM 7: TARGET COURT DATE	
Target date for Court Order	5 May 2026
ITEM 8: REVISED TENDER PRICE	
Original tender price	R142 699 519.81

- 23 -

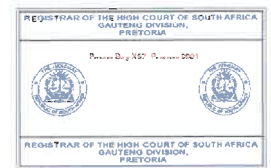
Revised Tender Price	R127 553 440.99
Date of revised submission	30 March 2026



ANNEXURE "B"

MEDIATOR'S RECORD OF INTERIM AGREEMENTS AND DECISIONS DATED 17 MARCH 2026

[To be attached]



ANNEXURE "B"

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IN THE MEDIATION

of the matter between

ZUTARI (PTY) LTD

APPLICANT

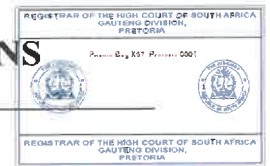
and

TRANS-CALEDON TUNNEL AUTHORITY (TCTA)

RESPONDENT

MEDIATION MEETINGS HELD ON 10 AND 12 MARCH 2026

RECORD OF INTERIM AGREEMENTS AND DECISIONS



CONFIDENTIAL AND WITHOUT PREJUDICE

The purpose of this document is to outline the adopted mediation process and to record the key outcomes of the meditation meetings held on the 10 and 12 March 2026 at the Irene Country Hotel in Centurion, Pretoria, including the interim agreements and decisions on further actions.

A. MEDIATION PROCESS

1. The matter relates to the tender submitted by Zutari to TCTA for the project *Design and Construction Supervision Professional Service Provider: Berg River-Voëlvllei Dam Augmentation Scheme*.
2. The mediation process aimed at assisting the parties to explore the issues in dispute; to identify and analyse a variety of options for resolution; to reach consensus on preferred options, etc., flowing into a possible settlement agreement.
3. The proposed mediation process was explained by the mediator during the opening joint meeting on 10 March 2026, and recorded in the notice for the meetings dated 8 March 2026. The process involved a series of joint and side private meetings with the parties.
4. TCTA had appointed a technical advisor to assist them during the mediation process ("TCTA advisor").

B. OUTCOME OF THE MEDIATION MEETING HELD ON 10 MARCH 2026

Interim Agreements

1. The parties confirmed that the key issues in dispute are those defined during the pre-mediation meeting, under the following titles:

- 1.1. **Duplication for work and costs** (with reference to AEJV scope)
- 1.2. **Over-resourced staff schedule** (for certain activities)
- 1.3. **Overall price not market-related**
2. The parties agreed that priority should be given to resolving the matter of alignment of scope for the project management and site supervision activities between the AEJV and Zutari.
3. The parties agreed that once consensus on acceptable options regarding the above is reached with Zutari, TCTA will have to negotiate these with the AEJV.
4. The parties agreed that Zutari's latest financial proposal of 12 February 2025, submitted at the end of the previous round of negotiations, could be used as a starting point for further negotiations during these mediation proceedings.
5. The parties confirmed that their representatives, who were present at the meetings, are authorised to decide on settlement. Ratification of the final settlement agreement by the respective boards may be required, but this is not expected to pose a problem or delay.



Decisions on Actions

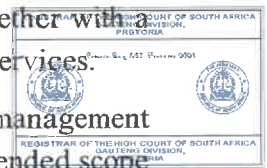
6. Mr. Malatji to forward a copy of the mediation agreement signed on 10 March 2026 to Zutari and the mediator.
7. During a joint meeting, the parties shared their respective range of options regarding possible alignment of scope between Zutari and the AEJV in respect of site supervision and construction contract management activities. Zutari emailed a copy of its considered options to TCTA.
8. TCTA to consider all options and to recommend its preferences for agreement by Zutari during the meeting on 12 March 2026.

C. OUTCOME OF THE MEDIATION MEETING HELD ON 12 MARCH 2026

Interim Agreements

9. In response to the above action, TCTA presented its proposed options on the alignment of site supervision and construction contract management activities as outlined below. Zutari agreed.
 - 9.1. Preferred Option 1: per current RFB scope: AEJV acts as the Engineer, Zutari provides all site monitoring staff – CRE, ARE's and clerks of works. But AEJV to supplement the site staff, by adding a QS and a programmer/planner. Zutari carries design and quality risks.
 - 9.2. Alternative Option 3: AEJV acts as the Engineer, Zutari provides the CRE (with authority to manage the site monitoring team, co-ordination and integration) one ARE and one Clerk of Works. AEJV provides one ARE and one Clerk of Works (under direction of the CRE), an additional QS and a programmer/planner. Zutari carries design and quality risks.

- 9.3. TCTA will negotiate with the AEJV in an attempt to reach agreement on Option 1. Option 3 will be considered as a back-up alternative, only if the negotiations on Option 1 fail.
10. The parties agreed to explore the next issue in dispute – the alleged over-resourcing and possible duplication of scope with the AEJV in relation to other project management activities. It was agreed that the following needed to be considered: refinement of scope for project management, principles to be used in assessing the proposed resourcing, the resource allocations as contained in Zutari's latest financial proposal and spreadsheet of 12 February 2025. The following was done thereafter.
 11. In a joint meeting, the TCTA advisor presented a table containing a delineation of the scope of work for all sub-tasks under RFB Task 5 [Project Management], considered separately as they pertain to each of the relevant activities defined in the Main Tasks 1 [Tender Design and Documentation] to 4 [Assessment and Close Out], together with a column showing the corresponding scope specified in the TCTA Standard Services.
 12. The purpose of the above exercise was to refine Zutari's scope for project management activities pertaining to all tasks, by identifying and resolving potential unintended scope creep, overlap with AEJV scope, and requirements for refined wording. Such refined scope would then be used for assessment of the resource allocation to each sub-task.
 13. In a joint meeting, Zutari agreed with the above delineation of scope and offered minor comments. The agreed scope for Task 5 [Project Management], containing Zutari's comments, was recorded and delivered after the meeting by email to the parties and the mediator (Attached 4 separate PDF files).
 14. In separate side meetings, the parties defined their suggested principles for assessment of resource allocation. These were shared in a joint meeting at the end of the mediation proceedings for the day, but were not discussed owing to lack of time.
 - 14.1. Zutari's principles as outlined below (more details in the attached file)
 - Scope of Work, including functionality
 - Implementation programme – informs resource requirements
 - Staff (experience, flexibility, efficiency, adaptive management)
 - Transformation and sub-contracting targets
 - Risk allocation (lump sum vs time and cost)
 - Procurement approach (90/10 price/preference)
 - 14.2. TCTA's principles as outlined below
 - Resources to be related only to tasks and activities defined in RFB. Unrelated resources are not needed (e.g. talent and asset management)
 - The specified minimum resource requirements for key staff should be met as per Addendum No 5
 - The key resources nominated in the functional proposal should be used in the resource schedules



- Tasks paid through provisional sums should not be priced in the resource schedules

Decisions on Actions

15. The next in-person full-day mediation meeting will take place on 23 March 2026.
16. TCTA will arrange and advise on the venue.
17. Before 23 March 2026, TCTA will meet with the AEJV to agree on the proposed scope alignment for site supervision and construction contract management, as well as on any overlap in scope for project management per Zutari's RFB.
18. On or before 16 March 2026, TCTA in consultation with its advisor, to package their concerns regarding resourcing and pricing and to email it to Zutari.
19. As soon as possible, but before the next meeting, Zutari and the TCTA advisor to meet remotely to discuss the resourcing and pricing concerns and to agree on solutions. Unresolved matters to be discussed further at the next in-person meeting.



Record compiled by the mediator and agreed to by the parties via exchanged email communications dated 17 March 2026.


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Dudenski
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Christo Dudenski

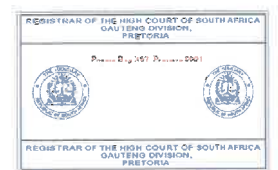
Mediator

Delivered to the parties by email on 17 March 2026.

ANNEXURE "C"

MEDIATOR'S RECORD OF INTERIM AGREEMENTS AND DECISIONS DATED 30 MARCH 2026

[To be attached]



ANNEXURE "C"

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IN THE MEDIATION

of the matter between

ZUTARI (PTY) LTD

APPLICANT

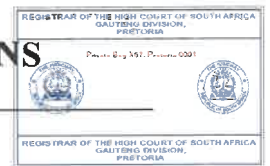
and

TRANS-CALEDON TUNNEL AUTHORITY (TCTA)

RESPONDENT

MEDIATION MEETING HELD ON 23 MARCH 2026

RECORD OF INTERIM AGREEMENTS AND DECISIONS



CONFIDENTIAL AND WITHOUT PREJUDICE

The purpose of this document is to record the key outcomes of the meditation meeting held on 23 March 2026 at the Anew Hotel in Centurion, Pretoria, including the interim agreements and decisions on further actions.

A. GENERAL

1. The matter relates to the tender submitted by Zutari to TCTA for the project *Design and Construction Supervision Professional Service Provider: Berg River-Voëlsvlei Dam Augmentation Scheme*.
2. The mediation process was outlined in the notice to the parties dated 8 March 2026.
3. TCTA appointed a technical advisor to assist them during the mediation proceedings ("TCTA advisor").
4. The attendance register for this meeting is attached (**Doc 1**).

B. MATTERS ARISING FROM THE RECORD OF DECISIONS OF THE PRIOR MEETINGS

1. TCTA has met with the AEJV to negotiate the proposed scope alignment, as provisionally agreed with Zutari, for site supervision and construction contract management. Agreement with the AEJV could not yet be reached. Further meetings will be held soon finalise this matter.
2. On 17 March 2026, TCTA forwarded a document outlining its concerns related to Zutari's resourcing and pricing schedules (attached **Doc 2**). The concerns related to three

separate issues: i) Key resources per Addendum 5, ii) Resources for additional work, and iii) Support resources with unclear roles.

3. On 18 March 2026, Zutari submitted a proposal addressing all TCTA's concerns (attached **Doc 3**).
4. On 20 March 2026, the TCTA advisor and Zutari met remotely in private to discuss the afore-mentioned documents and to clarify Zutari's proposals addressing the concerns.

C. OUTCOME OF THE MEDIATION MEETING HELD ON 10 MARCH 2026

Interim agreements on the issues in dispute

5. **On issue i) of TCTA's concerns (level of effort specified regarding Addendum 5):** TCTA accepted Zutari's motivations and proposal contained in Section 1 of Doc 3 on the minimum time allocation for all key resources per task, despite the fact that these remained somewhat lower than those specified in Addendum 5.

5.1. However, TCTA's pointed out that the time allocated to the Geotechnical Engineer may be insufficient in view of the complexity of the site conditions.

5.2. Zutari agreed, but clarified that its proposal relates only to the minimum allocation of time. The actual time needed could be greater than the minimum allowed, depending on the condition found on site. TCTA accepted.

6. **On issue ii) of TCTA concerns (Resources for additional works):** TCTA generally accepted Zutari's motivations and clarifications on its approach contained in Section 2 of Doc 3. However, the parties agreed as follows with regard to particular aspects:

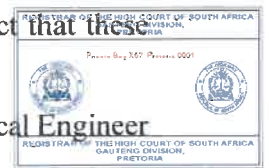
6.1. **Resources for field investigations paid from Provisional Sums:** The parties agreed that the engineering work to be undertaken by Zutari's team, which is associated with the field investigations, should be taken out of the pricing for the relevant tasks, but shown in a separate resourcing and pricing schedule to be paid from the provisional sums provided for by TCTA.

6.2. **Resources for specialist studies:** The parties agreed to apply the same approach as above for the engineering work related to specialist studies.

7. **On issue iii) of TCTA concerns (Support resources with unclear roles):** TCTA agreed with Zutari's clarifications and undertaking contained in Section 3 of Doc 3. The parties further agreed that Zutari will attach a team organogram, clearly distinguishing between key and support resources.

8. Reflecting all of the above, Zutari will provide an updated resourcing schedule and financial proposal for TCTA's review and acceptance. The following particulars were agreed by the parties in this regard:

8.1. **Base schedule for updates:** Zutari to use the latest financial proposal and resourcing schedule dated 12 February 2025 as the base for further updates.



- 8.2. **Staff availability:** The parties accepted that due to the laps of time, some of the base schedule resources may no longer be available, but agreed that for the purpose of the settlement agreement the base schedule key resources should be used. Thereafter, the substitution of resources will be dealt with in terms of the contract. If possible, Zutari may update the support resources in its revised final proposal.
- 8.3. **Price escalation:** The parties agreed that the tender price will be escalated in terms of the contract, calculated from the contract base date (i.e. 84 days after tender closing date = 6 June 2024). Such escalation should be reflected as a separate line item under the relevant section of Annexure O of the financial proposal.

Decisions on further actions

9. TCTA to finalise its negotiations with the AEJV on the proposed options for scope alignment for site supervision and construction contract management, as agreed with Zutari during the mediation meeting on 12 March 2026.
10. By 30 March 2026, Zutari to update its resourcing and financial proposal based on the agreed principles recorded above, and to submit it to TCTA for review and acceptance.
11. Thereafter, the parties will fine-tune the details and the terms of their settlement agreement through direct negotiations.



Termination of the mediation proceedings and way forward

12. The parties agreed that the mediation process has successfully served its purpose. The parties have managed to resolve and agree in principle upon all issues in dispute. For this reason, the parties decided to terminate the mediation proceedings.
13. The remaining fine-tuning of the terms of settlement will be completed through direct negotiations between the parties.

Record compiled by the mediator and agreed upon by the parties via exchanged email communications dated 30 March 2026.

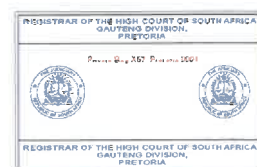
Christo Dudenski

Mediator

Delivered to the parties by email on 30 March 2026.

ANNEXURE "D"
AGREED SCOPE OF WORK DELINEATION

[To be attached]



ANNEXURE "D"

ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design and Documentation 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Assessment and Close Out 2.5 Task 5: Project Management 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.	2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Project Management 2.5 Task 5: Assessment and Close Out 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.
Legend			
	Zutari SOW Retention and reference to its consultancy contract		
	Zutari Scope Creep - Inclusion of TCTA Std Activity		
	Zutari SOW Retention - rewording required		
	Compare AEV SOW		
	AEV Main Activity with input from Zutari [rewording required]		
	Activities not applicable to this task		
	ORIGINAL TENDER DOCUMENT		Comments
2.1	Task 1: Tender Design and Documentation	A-2.1	Task 1: Tender Design and Documentation
2.5	Task 5 - Project Management		Sub-Task 1.4 Project Management
2.5.1	Sub-Task 5.1 Integration Management	1.4.9	Integration Management
2.5.1.1	Consultant Responsible for integrating all disciplines within their team as part of the scope of service while considering interfaces with the other consultant.	1.4.9.1	Consultant Responsible for integrating all disciplines within their team as part of the scope of service while considering interfaces with the other consultant.
2.5.1.2	Chief Resident Engineer (CRE) will be responsible for the performance and management of all engineering, environmental and social activities in accordance with the Contract		
2.5.1.3	CRE shall report directly to TCTA.	1.4.9.2	Consultant's Project Manager shall report directly to TCTA
2.5.2	Sub-Task 5.2 Scope Management	1.4.1	Scope Management
2.5.2.1	General Objectives	1.4.1A	General Objectives
2.5.2.1.1	Develop a work breakdown structure as per their scope of services which should include all required authorisation, tender design, and all other relevant engineering, environmental and social project requirements	1.4.1A-1	Develop a Work Breakdown Structure to incorporate his tender design.
2.5.2.1.2	Manage all changes to the project to make sure that their activities are delivered on time, within budget and meet all the project's requirements		
		1.4.1A-2	Ensure that his tender design complies with the scope of Services.
		1.4.1A-3	Ensure that required Technical Authority actions have been obtained.
2.5.2.2	Scope Variance Analysis	1.4.1B	Scope Variance Analysis



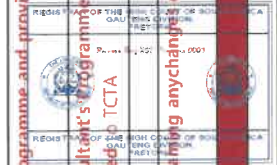
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ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.2.2.1	Review the tender design on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.	1.4.1B-1	Review the tender design on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.
2.5.2.2.2	Submit as part of the Tender Design Report, a full variance report showing changes from the Feasibility and Conceptual Design Report	1.4.1B-2	Submit as part of the Tender Design Report, a full variance report showing changes from the Feasibility and Conceptual Design Report
2.5.2.2.3	Revise the approved working drawings and prepare supplementary working drawings, as required to meet field conditions and to complete the works		
2.5.2.2.4	Keep a record of all the scope changes in engineering, environmental and social, activities and will form part of the monthly CRE report		
2.5.3	Sub-Task 5.3 Time Management	1.4.2	Time Management
	General Objectives		General Objectives
	Shall be responsible for the preparation and updating of the design and construction supervision component of the programme as part of the task and no separate reimbursement shall be made for the production of such a programme		Preparation and updating of programmes shall be carried out as part of the task and no separate reimbursement shall be made for production of such programmes.
2.5.3.1	Integrated Baseline Programme	1.4.2A	Baseline Programme
2.5.3.1.1	Prepare a detailed programme based on the Client's indicative programme as per Agreement: Appendix 4 (Time Schedule for Services), with milestones and specific key dates, covering only the engineering, environmental and social activities to be carried out during all project phases	1.4.2A-1	Prepare a comprehensive Programme with milestones and specific key dates and covering all work activities to be carried out during the course of all project phases.
2.5.3.1.2	Update the programme to reflect the information forthcoming from the tender design and clearly indicate all long lead items to be procured	1.4.2A-2	Update the programme to reflect the information forthcoming from the tender design and clearly indicate all long lead items to be procured
		1.4.2B	Contractor's Indicative Programme(s)
		1.4.2B-1	Draw up a programme for the construction work and pre-construction engineering activities, using critical path methods relating this Programme
		1.4.2B-2	Ensure that the designs, construction methods and programmes are consistent and feasible, and that provision is made in the programme for design, tendering, mobilisation and activities by others.
		1.4.2B-3	Identify critical activities and propose measures to eliminate or minimise delays.
		1.4.2B-4	Demonstrate that the indicative programme fits into the overall construction schedule and satisfy the requirements of delivery of water
		1.4.2C	Updating of the Programme
		1.4.2C-1	Consultant shall monitor his programme and provide update reports monthly.
		1.4.2C-2	If re-development of the Consultant's programme is required, a revised programme shall be prepared and submitted to TCTA
		1.4.2D	Programme Variance Report
		1.4.2D-1	Provide a Variance Report explaining any change on the updated programme from the Approved Programme
2.5.4	Sub-Task 5.4 Cost Management	1.4.3	Cost Management
	General Objectives		

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Scope of Works Comparison for Project Management			
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
	Responsible for preparing and/or reviewing and continuous monitoring of all the costs and approved budgets that are related to all engineering, environmental and social (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. monthly		
2.5.4.1	Preparation of Engineer's Cost Estimate for the Works	1.4.3A	Preparation of Engineer's Cost Estimate for the Works
2.5.4.1.1	Shall contribute to the preparation of the Engineer's Cost Estimate for the Works, based on the tender documents and tender drawings prepared under Sub-task 1.1	1.4.3A-1	Shall contribute to the preparation of the Engineer's Cost Estimate for the Works, based on the tender documents and tender drawings prepared under Sub-task 1.1
2.5.4.1.2	Cash flows shall be prepared from the cost estimates and shall include the effect of contract price escalation	1.4.3A-2	Cash flows shall be prepared from the cost estimates and shall include the effect of contract price escalation
2.5.4.2	Cost Control	1.4.3B	Cost Control
2.5.4.2.1	Responsible for monitoring Contract Costs relative to the Contract Budget related to engineering, environmental and social, services	1.4.3B-1	Responsible for monitoring of consultancy contract costs, relative to the contract budget. To this end, the Consultant shall prepare monthly estimates of the cost of the contract, incorporating costs of variation orders, escalation and projected expenditures from provisional sums.
2.5.4.2.2	prepare an estimate of the contracts' cost incorporating costs of Variation Orders and projected expenditures from provisional sums		
2.5.4.2.3	Carry out this update using a computerised budget and cost forecast system (to be prescribed by TCTA) at intervals of not more than three months		
2.5.5	Sub-Task 5.5 Quality Management	1.4.4	Quality Management
2.5.5.1	Contract Quality Plan	1.4.4.1	Contract Quality Plan
2.5.5.1.1	Approve the Contractor's quality plan	1.4.4.1.1	Prepare a Contract Quality Plan and Contract Procedures for the Consultancy Contract.
2.5.5.1.2	Ensure that the Contractors comply with the approved quality plan	1.4.4.1.2	The Contract Quality Plan shall demonstrate the ability to provide quality assurance to elements of the scope sub-contracted to third parties, under supervision by the Consultant as approved by the Client.
2.5.5.1.3	Analyse quality audit reports submitted by the Contractors.	1.4.4.1.3	Standard forms shall be prepared as part of the Contract Procedures for monitoring and control, management, administration, etc.
2.5.5.1.4	Submit to the Engineer and copy TCTA a report detailing any problems in the Contractors' quality audit report and provide details on the corrective and preventative action taken.	1.4.4.1.4	Provide full cooperation to the audit process including submission of all documentation as required for the purposes of an audit.
2.5.5.2	Construction Supervision	1.4.4.1.5	prepare appropriate tender documents for competitive bidding by sub-contractors together with a detailed cost estimate for the proposed inspection programme.

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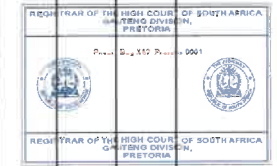
Remove for the proposed inspection programme." and replace with "and programme"

Construction supervision refers to supervision of field investigations

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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.5.2.1	Responsible for monitoring the construction of engineering, environmental and social activities		
2.5.5.2.2	Ensure that the quality of workmanship and materials in all works conforms with the construction Contract Specifications		
2.5.5.2.3	Ensure that the work is carried out by the construction Contractors in a healthy, safe, and appropriate way to acceptable international standards		
2.5.5.2.4	Ensure that the equipment and staff provided and used by the Contractors are adequate to construct the Works and maintain the programme		
2.5.5.2.5	Ensure that all quality control requirements are satisfied		
2.5.5.3	Inspection and Control of Construction Activities		
2.5.5.3.1	Verify that the Contractor's equipment is of adequate condition and capability to perform the Works in accordance with the Contract		In reference, to field investigations
2.5.5.3.2	Review and accept or promptly notify rejection of the Contractors' proposals on work methods, and all other submissions for permanent and temporary Works for the Contract		
2.5.5.3.3	Revise the construction drawings and prepare supplementary construction drawings, as required to meet field conditions and to complete the works.		
2.5.5.3.4	Ensure that all necessary drawings and other documents are issued to the Contractor in a timely manner		
2.5.5.3.5	Check the Contractor's surveys, control points and setting out as work proceeds.		
2.5.5.3.6	Shall provide experienced surveyor(s) and modern survey equipment.		
2.5.5.3.7	Provide an appropriate level of inspection to ensure that the design intent, Specifications, Drawings and general Contractual requirements are being met.		
2.5.5.3.8	Establish and carry out a material testing programme, independently of the Contractors, which will determine the quality of construction materials through the control of quarries and borrow areas.		
2.5.5.3.9	Responsible for ensuring that the testing facilities are complete and appropriate for the Work and are fully operational in time for the materials testing programme.		
2.5.5.3.10	Resolve problems of conflicts promptly as they arise with respect to discrepancies in drawings, changed conditions, etc.		
2.5.5.3.11	Inspect works as they are completed (jointly with TCTA, at TCTA's discretion), prepare deficiency lists and monitor the correction of deficiencies.		
2.5.5.3.12	Issue Taking-Over Certificates and Defects Liability Certificates in accordance with the construction contract		
2.5.5.3.13	Prepare a programme of field geotechnical testing to be carried out by the Contractors during the progress of the construction Works.		



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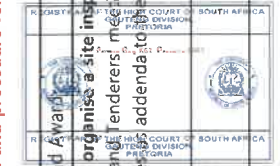
Item		Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.5.3.14		During construction, supervise the installation and reading of measurement instrumentation and any other in situ or laboratory geotechnical testing carried out in accordance with the programme and shall prepare a complete geological mapping of the structure's foundations and excavations		
2.5.5.3.15		Shall compile and analyse the result of all geotechnical testing and measurements, for immediate use in determining stability and the required support measures, and similarly for the detailed records of all grouting operations		
2.5.6		Sub-Task 5.6 Human Resource Management	1.4.6	Resource Management
2.5.6.1		Project Team Allocation		
2.5.6.1.1		Provide adequately qualified and competent staff to fully carry out all the Services of this Contract	1.4.6.1	Provide adequately qualified and competent staff to fully carry out all the Services of this Contract
2.5.6.1.2		Make an allowance for supervising and inspecting the works on a 2-shifts, 6-days per week basis	1.4.6.2	Responsibility of the Consultant to manage his team so as to provide Engineering, contract administration and other specialist services to accomplish the assigned role and achieve the objective of the Services
2.5.6.2		Project Team Maintenance	1.4.6A	Project Team Maintenance
2.5.6.2.1		Manage his team to provide Engineering, Environmental and Social specialist services to define, develop and manage the design, environmental and Social impact of all components and infrastructure	1.4.6A-1	Responsibility of the Consultant to manage his team so as to provide Engineering and other specialist services to define, develop and manage the design and environmental impact of all components and infrastructure.
2.5.7		Sub-Task 5.7 Communication Management	1.4.8	Communication Management
2.5.7.1		Reporting	1.4.8B	Reporting
2.5.7.1.1		Submit at pre-determined milestones, two hard copies and one soft copy (original format and pdf) of all deliverables to the TCTA	1.4.8B-1	Submit at pre-determined milestones, two hard copies and one soft copy (original format and pdf) of all deliverables to the TCTA
2.5.7.1.2		Prepare and present to the TCTA, inter alia, the following reports:	1.4.8B-2	Prepare and present to the TCTA, inter alia, the following reports:
2.5.7.1.2-a		Provide input into the Monthly Progress Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities	1.4.8B-3	Prepare Monthly Progress Reports shall describe the status of the work and shall list person-hours and cost expended on the various tasks, sub-tasks and Variation Orders for out-of-scope work, and shall identify variances in particular areas of work.
2.5.7.1.2-b		Prepare and issue PoE Reports at least 14 days before a site visit from TCTA's PoEs, highlighting all design issues, technical difficulties and proposed resolutions, cost and programme implications (where applicable).	1.4.8B-4	Prepare Inception Report
2.5.7.2		Interactions with the PoE, DAB and other Consultants		Reward " Prepare and issue PoE Reports on a quarterly basis"
2.5.7.2.1		Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.	1.4.8C	Interactions with Client Panels
2.5.7.3		Meetings	1.4.8D	Meetings
2.5.7.3.1		Shall attend the following meetings and other ad hoc meetings as requested by TCTA	1.4.8D-1	Shall attend the following meetings and other ad hoc meetings as requested by TCTA
2.5.8		Sub-Task 5.8 Risk Management	1.4.5	Risk Management
		Update the project risk register for their scope of Services. The consultant's risk register will be incorporated into the overall project risk register.	1.4.5.1	Develop and update a risk register for the Consultancy Contract and the construction of the Works

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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.9	Sub-Task 5.9 Procurement Management	1.4.7	Procurement Management
	The Client will provide procurement strategies for the main contractor and other consultants where required.		Shall review the Client's Contract Strategy and Contract Breakdown Structure and update if necessary
2.5.9.1	Preparation of Tender Documents for the main contractor	1.4.7B	Preparation of Tender Documents
2.5.9.1.1	Together with other appointed consultants, shall assist the Client in the preparation of tender documents and evaluation of tenders for the construction contract.	1.4.7B-1	Assist the Client to prepare complete Tender Documents for Contracts for the construction, supply and installation of Equipment and commissioning
2.5.9.1.2	Supervise the contracts for the supply and installation of Equipment and commissioning of the Works for BRVAS.		Reward to indicate that Zutari will provide input to the tender document compilation by AEJV
2.5.9.1.3	Discuss in detail with the Client the extent to which Tenderers should be permitted to suggest alternative designs, construction methods or temporary works.	1.4.7B-2	Discuss in detail with the Client the extent to which Tenderers should be permitted to suggest alternative designs, construction methods or temporary works.
2.5.9.1.4	Define the following response times in the tender documentation for time of submitting its construction programme and the lead times it requires for information for each activity in such construction programme	1.4.7B-3	Define the following response times in the tender documentation for time of submitting its construction programme and the lead times it requires for information for each activity in such construction programme
2.5.9.1.5	Define the following response times in the tender documentation for the approval of workshop detailed drawings and other submissions by the Contractor	1.4.7B-4	Define the following response times in the tender documentation for the approval of workshop detailed drawings and other submissions by the Contractor
		1.4.7B-5	Define the following response times in the tender documentation for response by the Consultant to general queries raised by the Contractor during the course of construction.
		1.4.7B-6	Define the following response times in the tender documentation for response by the Consultant to Claims for Extension of Time submitted by the Contractor.
		1.4.7B-7	Define the following response times in the tender documentation for response by the Consultant to Claims for additional remuneration by the Contractor.
		1.4.7B-8	Print and bind the documents and shall provide the Client with a number of copies as specified.
		1.4.7B-9	Formulate an evaluation criteria and procedure for the adjudication of the tenders for the approval of the Client.
2.5.9.2	Release of Tender, Evaluation and Award of the main contractor	1.4.7C	Release of Tender, Evaluation and Award
2.5.9.2.1	Assist TCTA with the tendering process and the establishment of construction contracts. This item shall include, but not be limited to, the following activities:	1.4.7C-1	In conjunction with the Client organise a site inspection meeting for Tenderers, including orientation, site visits and Tenderers' meeting with follow-up written responses to Tenderers' enquiries as addenda to the Tender
2.5.9.2.1.1	Attend a site inspection meeting for Tenderers, including orientation, site visits and Tenderers' meetings		AEJV running the procurement process as FIDIC Engineer with TCTA



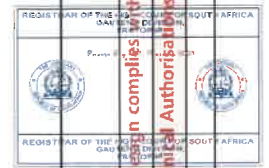
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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.9.2.1.2	Assist TCTA to provide technical clarification that may be required by Tenderers during the period of tender preparation.	1.4.7C-2	Assist TCTA to provide technical clarification that may be required by Tenderers during the period of tender preparation.
2.5.9.2.1.3	Participation in contract negotiations between TCTA and the selected Tenderer and preparation of a Memorandum of Understanding (MOU).	1.4.7C-3	Participation in contract negotiations between TCTA and the selected Tenderer and preparation of a Memorandum of Understanding (MOU).
		1.4.7C-4	Ensure that all original tenders received are securely stored during the preparation of the Tender Evaluation Report.
		1.4.7C-5	Preparation of conforming Contract Documents incorporating the results of the addenda and contract negotiations.
2.5.9.3	Administration of Contracts		
2.5.9.3.1	Provide technical input, inter alia, to manage claims related to design-related changes by the Contractors and prepare Variation Orders for changes to the scope of the work		
		1.4.7A	Pre-Qualification of Contractors
		1.4.7A-1	Assist the Client to advertise and invite companies who wish to register to tender for the Construction Contracts
		1.4.7A-2	Preparation of pre-qualification documents and an assessment of submissions from interested companies.
		1.4.7A-3	Assist the Client to place the advertisements, correspond with the companies and maintain the registry in this regard.
		1.4.7A-4	Assist the Client to formulate an evaluation criteria and procedure for the adjudication of the tenders.
2.5.10	Sub-Task 5.10 Stakeholder Management		No Stakeholder Management
2.5.10.1	Promote good project relations and, in so doing, monitor community relations.		Stakeholder engagement required when doing field testing and site investigations
2.5.10.2	Inform interested and affected parties about project activities, particularly the directly affected communities and landowners.		
2.5.10.3	Keep a detailed record of all interactions with the interested and affected parties, including details of each interested and affected party.		
2.5.10.4	Identify and resolve potential problems and challenges promptly		
2.5.10.5	Record and promptly address all complaints and issues submitted by interested and affected parties.		
2.5.10.6	Report regularly to TCTA on the above.		



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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design and Documentation 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Assessment and Close Out 2.5 Task 5: Project Management 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.	2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Project Management 2.5 Task 5: Assessment and Close Out 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.
Legend			
	Zutari SOW Retention and reference to its consultancy contract		
	Zutari Scope Creep - Inclusion of TCTA Std Activity		
	Zutari SOW Retention - rewording required		
	Compare AEIV SOW AEIV Main Activity with input from Zutari [rewording required]		
	Activities not applicable to this task		
	ORIGINAL TENDER DOCUMENT		SOW AGAINST TCTA STANDARD SERVICE
2.2	Task 2: Detailed Design	A-2.2	Task 2: Detailed Design
2.5	Task 5 - Project Management		Sub-Task 2.4 Project Management
2.5.1	Sub-Task 5.1 Integration Management	2.4.9	Integration Management
2.5.1.1	Consultant Responsible for integrating all disciplines within their team as part of the scope of service while considering interfaces with the other consultant.	2.4.9.1	Consultant Responsible for integrating all disciplines all disciplines in his team.
2.5.1.2	Chief Resident Engineer (CRE) will be responsible for the performance and management of all engineering, environmental and social activities in accordance with the Contract	2.4.9.2	Project Manager shall be responsible for the proper performance, project progress and management of all project activities in accordance with the Contract.
2.5.1.3	CRE shall report directly to TCTA.		Amend CDE to report to TCTA
2.5.2	Sub-Task 5.2 Scope Management	2.4.1	Scope Management
2.5.2.1	General Objectives	2.4.1A	General Objectives
2.5.2.1.1	develop a work breakdown structure as per their scope of services which should include all required authorisation, tender design, and all other relevant engineering, environmental and social project requirements	2.4.1A-1	Develop a Work Breakdown Structure to incorporate new information from the Contractors' tender.
2.5.2.1.2	Manage all changes to the project to make sure that their activities are delivered on time, within budget and meet all the project's requirements		
		2.4.1A-2	Ensure that his detailed design complies with the Scope of Services.
		2.4.1A-3	Ensure that required Technical Authorisations have been obtained.
2.5.2.2	Scope Variance Analysis	2.4.1B	Scope Variance Analysis



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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.2.2.1	Review the tender design on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.	2.4.1B-1	Review the construction Contracts Documents on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.
2.5.2.2.2	Submit as part of the Tender Design Report, a full variance report showing changes from the Feasibility and Conceptual Design Report	2.4.1B-2	Submit as part of the Tender Design Report, a full variance report showing changes to the original design.
2.5.2.2.3	Revise the approved working drawings and prepare supplementary working drawings, as required to meet field conditions and to complete the works		
2.5.2.2.4	Keep a record of all the scope changes in engineering, environmental and social, activities and will form part of the monthly CRE report		
2.5.3	Sub-Task 5.3 Time Management	2.4.2	Time Management
	General Objectives		General Objectives
	Shall be responsible for the preparation and updating of the design and construction supervision component of the programme as part of the task and no separate reimbursement shall be made for the production of such a programme		Preparation and updating of programmes shall be carried out as part of the task and no separate reimbursement shall be made for production of such programmes.
2.5.3.1	Integrated Baseline Programme	2.4.2A	Baseline Programme
2.5.3.1.1	Prepare a detailed programme based on the Client's indicative programme as per Agreement: Appendix 4 (Time Schedule for Services), with milestones and specific key dates, covering only the engineering, environmental and social activities to be carried out during all project phases	2.4.2A-1	Prepare a comprehensive Programme with milestones and specific key dates and covering all work activities to be carried out during the course of all project phases.
2.5.3.1.2	Update the programme to reflect the information forthcoming from the tender design and clearly indicate all long lead items to be procured		Review against inception and concept design reports
		2.4.2B	Updating of the Programme
		2.4.2B-1	Consultant shall monitor his programme and provide update reports monthly.
		2.4.2B-2	If re-development of the Consultant's Programme is required, a revised programme shall be prepared and submitted to TCTA
		2.4.2C-3	Programme Variance Report
		2.4.2C-4	Provide a Variance Report explaining any changes on the updated programme from the Approved Programme
2.5.4	Sub-Task 5.4 Cost Management	2.4.3	Cost Management
	General Objectives		
	Responsible for preparing and/or reviewing and continuous monitoring of all the costs and approved budgets that are related to all engineering, environmental and social (i.e., Consultant's personnel by task, all the direct reimbursable costs, provisional sums, escalation, etc.)		



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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
	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. monthly		
2.5.4.1	Preparation of Engineer's Cost Estimate for the Works	2.4.3A	Cost Estimate for the Works
2.5.4.1.1	Shall contribute to the preparation of the Engineer's Cost Estimate for the Works, based on the tender documents and tender drawings prepared under Sub-task 1.1	2.4.3A-1	Prepare an updated cost estimates for both the Consultancy and the Construction Contracts.
2.5.4.1.2	Cash flows shall be prepared from the cost estimates and shall include the effect of contract price escalation	2.4.3A-2	Prepare six-monthly comprehensive reports on the financial status and the estimated cost at completion of the Consultancy Contract
2.5.4.2	Cost Control	2.4.3B	Cost Control
2.5.4.2.1	Responsible for monitoring Contract Costs relative to the Contract Budget related to engineering, environmental and social, services	2.4.3B-1	Responsible for monitoring Contract Costs relative to the Contract Budget related to engineering, environmental and social, services
2.5.4.2.2	prepare an estimate of the contracts' cost incorporating costs of Variation Orders and projected expenditures from provisional sums	2.4.3B-2	prepare an estimate of the contracts' cost incorporating costs of Variation Orders and projected expenditures from provisional sums
2.5.4.2.3	Carry out this update using a computerised budget and cost forecast system (to be prescribed by TCTA) at intervals of not more than three months	2.4.3B-3	Carry out this update using a computerised budget and cost forecast system (to be prescribed by TCTA) at intervals of not more than three months
2.5.5	Sub-Task 5.5 Quality Management	2.4.4	Quality Management
2.5.5.1	Contract Quality Plan	2.4.4.1	Contract Quality Plan
2.5.5.1.1	Approve the Contractor's quality plan	2.4.4.1.1	Update a Contract Quality Plan and Contract Procedures for the Consultancy Contract and submit for approval by TCTA.
2.5.5.1.2	Ensure that the Contractors comply with the approved quality plan	2.4.4.1.2	Ensure that Contractor's Quality Plan covering work to be implemented under the Construction Contract is submitted, reviewed and approved for use.
2.5.5.1.3	Analyse quality audit reports submitted by the Contractors.	2.4.4.1.3	Maintain and update drawing register
2.5.5.1.4	Submit to the Engineer and copy TCTA a report detailing any problems in the Contractors' quality audit report and provide details on the corrective and preventative action taken.		
2.5.5.2	Construction Supervision		
2.5.5.2.1	Responsible for monitoring the construction of engineering, environmental and social activities		
2.5.5.2.2	Ensure that the quality of workmanship and materials in all works conforms with the construction Contract Specifications		
2.5.5.2.3	Ensure that the work is carried out by the construction Contractors in a healthy, safe, and appropriate way to acceptable international standards		
2.5.5.2.4	Ensure that the equipment and staff provided and used by the Contractors are adequate to construct the Works and maintain the programme		
2.5.5.2.5	Ensure that all quality control requirements are satisfied		



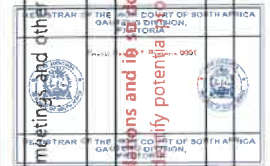
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Scope of Works Comparison for Project Management			
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.5.3	Inspection and Control of Construction Activities		
2.5.5.3.1	Verify that the Contractor's equipment is of adequate condition and capability to perform the Works in accordance with the Contract		
2.5.5.3.2	Review and accept or promptly notify rejection of the Contractors' proposals on work methods, and all other submissions for permanent and temporary Works for the Contract		
2.5.5.3.3	Revise the construction drawings and prepare supplementary construction drawings, as required to meet field conditions and to complete the works.		
2.5.5.3.4	Ensure that all necessary drawings and other documents are issued to the Contractor in a timely manner		
2.5.5.3.5	Check the Contractor's surveys, control points and setting out as work proceeds.		
2.5.5.3.6	Shall provide experienced surveyor(s) and modern survey equipment.		
2.5.5.3.7	Provide an appropriate level of inspection to ensure that the design intent, Specifications, Drawings and general Contractual requirements are being met.		
2.5.5.3.8	Establish and carry out a material testing programme, independently of the Contractors, which will determine the quality of construction materials through the control of quarries and borrow areas.		
2.5.5.3.9	Responsible for ensuring that the testing facilities are complete and appropriate for the Work and are fully operational in time for the materials testing programme.		
2.5.5.3.10	Resolve problems of conflicts promptly as they arise with respect to discrepancies in drawings, changed conditions, etc.		
2.5.5.3.11	Inspect works as they are completed (jointly with TCTA, at TCTA's discretion), prepare deficiency lists and monitor the correction of deficiencies.		
2.5.5.3.12	Issue Taking-Over Certificates and Defects Liability Certificates in accordance with the construction contract		
2.5.5.3.13	Prepare a programme of field geotechnical testing to be carried out by the Contractors during the progress of the construction Works.		
2.5.5.3.14	During construction, supervise the installation and reading of measurement instrumentation and any other in situ or laboratory geotechnical testing carried out in accordance with the programme and shall prepare a complete geological mapping of the structure's foundations and excavations		
2.5.5.3.15	Shall compile and analyse the result of all geotechnical testing and measurements, for immediate use in determining stability and the required support measures, and similarly for the detailed records of all grouting operations		
2.5.6	Sub-Task 5.6 Human Resource Management	2.4.6	Resource Management
2.5.6.1	Project Team Allocation	2.4.6A	Project Team Allocation



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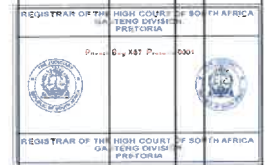
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.6.1.1	Provide adequately qualified and competent staff to fully carry out all the Services of this Contract	2.4.6A-1	Provide adequately qualified and competent staff to fully carry out all the Services of this Contract
2.5.6.1.2	Make an allowance for supervising and inspecting the works on a 2-shifts, 6-days per week basis	2.4.6A-2	Make an allowance for supervising and inspecting the works on a 2-shifts, 6-days per week basis
2.5.6.2	Project Team Maintenance	2.4.6B	Project Team Maintenance
2.5.6.2.1	Manage his team to provide Engineering, Environmental and Social specialist services to define, develop and manage the design, environmental and Social impact of all components and infrastructure	2.4.6B-1	Responsibility of the Consultant to manage his team so as to provide Engineering and other specialist services to define, develop and manage the design and environmental impact of all components and infrastructure.
2.5.7	Sub-Task 5.7 Communication Management	2.4.8	Communication Management
2.5.7.1	Reporting	2.4.8B	Reporting
2.5.7.1.1	Submit at pre-determined milestones, two hard copies and one soft copy (original format and pdf) of all deliverables to the TCTA	2.4.8B-1	At pre-determined milestones, the Consultant shall submit one hard copy and electronic copy (original format and pdf) of all deliverables to the Client.
2.5.7.1.2	Prepare and present to the TCTA, inter alia, the following reports:	2.4.8B-2	Identify the report milestones in its programme.
2.5.7.1.2-a	Provide input into the Monthly Progress Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities	2.4.8B-3	Provide input into the Monthly Progress Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities
2.5.7.1.2-b	Prepare and issue PoE Reports at least 14 days before a site visit from TCTA's PoEs, highlighting all design issues, technical difficulties and proposed resolutions, cost and programme implications (where applicable).	2.4.8B-4	Provide any special reports related to the Works as reasonably requested
			Reword " Prepare and issue PoE Reports on a quarterly basis"
2.5.7.2	Interactions with the PoE, DAB and other Consultants	2.4.8B-5	Prepare technical reports on construction performance systems.
2.5.7.2.1	Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.	2.4.8C	Interactions with Client Panels
2.5.7.3	Meetings	2.4.8C-1	Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.
2.5.7.3.1	Shall attend the following meetings and other ad hoc meetings as requested by TCTA	2.4.8E	Meetings
		2.4.8E-1	Shall attend the following meetings and other ad hoc meetings as requested by TCTA
		2.4.8A	Project Relations
		2.4.8A-1	Promote good project relations and is to do so, shall monitor community relations to identify potential problems and resolve them promptly.
		2.4.8D	Assistance to the Client



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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
		2.4.8D	Assist the Client in carrying out specific tasks directly or indirectly related to the Project, such as, but not necessarily limited to, the following: (i) Assist in conducting meetings and Site visits for dignitaries, representatives of funding agencies, etc. (ii) In the event that the Consultant is required to assist with any dispute or arbitration pursuant to the relevant clause of the Contract(s), the Services required and the remuneration for such services shall be deemed to be additional to the scope of this Contract provided that such dispute does not arise from any failure of the Consultant to reasonably perform its duties under this Contract. (iii) Continue monitoring the performance of the structures after issue of the Commissioning Certificate (beyond the Retention Period), as requested by the Client.
2.5.8	Sub-Task 5.8 Risk Management	2.4.5	Risk Management
	Update the project risk register for their scope of Services. The consultant's risk register will be incorporated into the overall project risk register.	2.4.5.1	Maintain and update a Risk Register for the Consultant's own contract and for all construction contracts which they developed in Task 1.
2.5.9	Sub-Task 5.9 Procurement Management	2.4.7	Procurement Management
	The Client will provide procurement strategies for the main contractor and other consultants where required.	2.4.7A	Award of Contracts
2.5.9.1	Preparation of Tender Documents for the main contractor	2.4.7B-1	Assist the Contractors and will approve the process followed by the Contractors to procure sub-contractors under Provisional Sums.
2.5.9.1.1	Together with other appointed consultants, shall assist the Client in the preparation of tender documents and evaluation of tenders for the construction contract.		
2.5.9.1.2	Supervise the contracts for the supply and installation of Equipment and commissioning of the Works for BRVAS.		
2.5.9.1.3	Discuss in detail with the Client the extent to which Tenderers should be permitted to suggest alternative designs, construction methods or temporary works.		
2.5.9.1.4	Define the following response times in the tender documentation for time of submitting its construction programme and the lead times it requires for information for each activity in such construction programme		
2.5.9.1.5	Define the following response times in the tender documentation for the approval of workshop detailed drawings and other submissions by the Contractor		
2.5.9.2	Release of Tender, Evaluation and Award of the main contractor		
2.5.9.2.1	Assist TCTA with the tendering process and the establishment of construction contracts. This item shall include, but not be limited to, the following activities:		

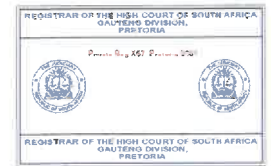


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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.9.2.1.1	Attend a site inspection meeting for Tenderers, including orientation, site visits and Tenderers' meetings		
2.5.9.2.1.2	Assist TCTA to provide technical clarification that may be required by Tenderers during the period of tender preparation.		
2.5.9.2.1.3	Participation in contract negotiations between TCTA and the selected Tenderer and preparation of a Memorandum of Understanding (MOU).		
2.5.9.3	Administration of Contracts	2.4.7B	Administration of Contracts
2.5.9.3.1	Provide technical input, inter alia, to manage claims related to design-related changes by the Contractors and prepare Variation Orders for changes to the scope of the work	2.4.7B-1	Manage and administer processes in respect of the Services in accordance with Conditions of Contract and the provisions outlined in Appendix C.
2.5.10	Sub-Task 5.10 Stakeholder Management		No Stakeholder Management
2.5.10.1	Promote good project relations and, in so doing, monitor community relations.		Stakeholder engagement required when doing field testing and site investigations
2.5.10.2	Inform interested and affected parties about project activities, particularly the directly affected communities and landowners.		
2.5.10.3	Keep a detailed record of all interactions with the interested and affected parties, including details of each interested and affected party.		
2.5.10.4	Identify and resolve potential problems and challenges promptly.		
2.5.10.5	Record and promptly address all complaints and issues submitted by interested and affected parties.		
2.5.10.6	Report regularly to TCTA on the above.		



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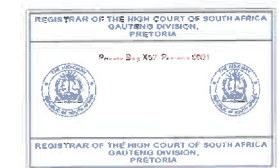
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design and Documentation 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Assessment and Close Out 2.5 Task 5: Project Management 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.	2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Project Management 2.5 Task 5: Assessment and Close Out 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.
Legend			
	Zutari SOW Retention and reference to its consultancy contract		
	Zutari Scope Creep - Inclusion of TCTA Std Activity		
	Zutari SOW Retention - rewording required		
	Compare AEIV SOW		
	AEIV Main Activity with input from Zutari [rewording required]		
	Activities not applicable to this task		
	ORIGINAL TENDER DOCUMENT		Comments
2.3	Task 3: Construction Monitoring	A-2.3	Task 3: Construction Monitoring
2.5	Task 5 - Project Management		Sub-Task 3.4 Project Management / Sub-Task 3.5 Construction Administration
			This sub-task deals directly with the project management required by construction monitoring Team
2.5.1	Sub-Task 5.1 Integration Management	3.5.9	Integration Management
2.5.1.1	Consultant Responsible for integrating all disciplines within their team as part of the scope of service while considering interfaces with the other consultant.	3.5.9.1	Responsible to make sure there is integration between the different construction contracts and disciplines within the construction contract as part of the scope of service.
2.5.1.2	Chief Resident Engineer (CRE) will be responsible for the performance and management of all engineering, environmental and social activities in accordance with the Contract		
2.5.1.3	CRE shall report directly to TCTA.		Amend to report to FIDIC Engineer
2.5.2	Sub-Task 5.2 Scope Management	3.5.1	Scope Management
2.5.2.1	General Objectives		
2.5.2.1.1	Develop a work breakdown structure as per their scope of services which should include all required authorisation, tender design, and all other relevant engineering, environmental and social project requirements		
2.5.2.1.2	Manage all changes to the project to make sure that their activities are delivered on time, within budget and meet all the project's requirements		
2.5.2.2	Scope Variance Analysis	3.5.1.1	Scope Variance Analysis

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Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.2.2.1	Review the tender design on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.		
2.5.2.2.2	Submit as part of the Tender Design Report, a full variance report showing changes from the Feasibility and Conceptual Design Report		
2.5.2.2.3	Revise the approved working drawings and prepare supplementary working drawings, as required to meet field conditions and to complete the works	3.5.1.1.1	Revise the approved working drawings and prepare supplementary working drawings, as required to meet field conditions and to complete the works
2.5.2.2.4	Keep a record of all the scope changes in engineering, environmental and social, activities and will form part of the monthly CRE report	3.5.1.1.2	Keep a record of all the scope changes in engineering, environmental and social, activities and will form part of the monthly CRE report
		3.5.1.1.3	Prepare and issue appropriate Variation Orders to the various Contracts, to implement such changes.
2.5.3	Sub-Task 5.3 Time Management	3.5.2	Time Management
	General Objectives		
	Shall be responsible for the preparation and updating of the design and construction supervision component of the programme as part of the task and no separate reimbursement shall be made for the production of such a programme		
2.5.3.1	Integrated Baseline Programme	3.5.2A	Integrated Baseline Programme
2.5.3.1.1	Prepare a detailed programme based on the Client's indicative programme as per Agreement: Appendix 4 (Time Schedule for Services), with milestones and specific key dates, covering only the engineering, environmental and social activities to be carried out during all project phases	3.5.2A-1	Review the Contractor's initial plan and programme and shall, if in agreement that it will meet the requirements of the construction contract, consent to the plans and programme on behalf of the Client
2.5.3.1.2	Update the programme to reflect the information forthcoming from the tender design and clearly indicate all long lead items to be procured	3.5.2A-2	Changes that will impact the Critical Path or have a cost impact to the project, such agreement shall be approved by the Client.
		3.5.2B	Programme Variance Report
		3.5.2B-1	Analyse the variances of construction progress from the Contractor's programme.
		3.5.2C	Monitor Progress
			Review against detailed design reports



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		3.5.2C-1	Monitor the Contractor's work to determine progress on a monthly basis (unless otherwise required by the Client) and ensure that, as far as reasonably possible, the construction programme is maintained and costs minimised by means of, inter alia, the following activities: i) Prepare and maintain progress programmes and graphs for use in monitoring and reporting progress. All programmes shall be in Primavera format. All data shall be provided to the Client in electronic and hard copy. ii) If and when progress falls behind programme, develop in consultation with the Contractors, for approval by the Client, appropriate modifications to programme and/or work methods to recover the original programme, or to meet, subject to the approval of the Client, a revised programme. iii) Keep records of all measurements and agreements and incorporate measurement data in monthly progress reports and Cost Monitoring Systems, as specified in clause 3.5.3 C Cost Control. iv) At intervals of 6 months the Consultant shall prepare estimates of quantities by individual billed item required to complete the Works. He shall also estimate the time required to complete the Works and notify the Client of any projected overrun of schedule together with suggested measures to recover.
2.5.4	Sub-Task 5.4 Cost Management	2.4.3	Cost Management
	General Objectives		
	Responsible for preparing and/or reviewing and continuous monitoring of all the costs and approved budgets that are related to all engineering, environmental and social (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. monthly		
2.5.4.1	Preparation of Engineer's Cost Estimate for the Works	3.5.3A	Cost Estimate for the Works
2.5.4.1.1	Shall contribute to the preparation of the Engineer's Cost Estimate for the Works, based on the tender documents and tender drawings prepared under Sub-task 1.1	3.5.3A-1	Prepare six-monthly comprehensive reports on the financial status and the estimated cost at completion of the construction Contract, on each Schedule of Quantity item
2.5.4.1.2	Cash flows shall be prepared from the cost estimates and shall include the effect of contract price escalation		
2.5.4.2	Cost Control	3.5.3C	Cost Control
2.5.4.2.1	Responsible for monitoring Contract Costs relative to the Contract Budget related to engineering, environmental and social, services	3.5.3C-1	Monitor the Contractors' work to determine progress on a monthly basis and ensure that, as far as reasonably possible, the construction programme is maintained and costs minimised by keeping records of all measurements and agreements and incorporate measurement data in monthly progress reports and Cost Monitoring Systems.



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Item		Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.4.2.2		prepare an estimate of the contracts' cost incorporating costs of Variation Orders and projected expenditures from provisional sums		
2.5.4.2.3		Carry out this update using a computerised budget and cost forecast system (to be prescribed by TCTA) at intervals of not more than three months		
			3.5.3B	Long Term Cost Base
			3.5.3B-1	Prepare, with the Contractors, an estimate of the costs at completion incorporating updated quantities, costs of Variation Orders, potential costs of claims, and projected expenditures from provisional sums.
			3.5.3B-2	Carry out this update using a computerised budget and cost forecast system, at intervals of not more than three months.
2.5.5		Sub-Task 5.5 Quality Management	3.5.4	Quality Management
2.5.5.1		Contract Quality Plan	3.5.4A	Contract Quality Plan
2.5.5.1.1		Approve the Contractor's quality plan	3.5.4A-1	Approve the Contractor's quality plan
2.5.5.1.2		Ensure that the Contractors comply with the approved quality plan	3.5.4A-2	Ensure that the Contractors comply with the approved quality plan
2.5.5.1.3		Analyse quality audit reports submitted by the Contractors.	3.5.4A-3	Analyse quality audit reports submitted by the Contractors.
2.5.5.1.4		Submit to the Engineer and copy TCTA a report detailing any problems in the Contractors' quality audit report and provide details on the corrective and preventative action taken.	3.5.4A-4	Submit to the Engineer and copy TCTA a report detailing any problems in the Contractors' quality audit report and provide details on the corrective and preventative action taken.
2.5.5.2		Construction Supervision	3.5.4B	Construction Supervision
2.5.5.2.1		Responsible for monitoring the construction of engineering, environmental and social activities	3.5.4B-1	Responsible for monitoring and observing construction activities
2.5.5.2.2		Ensure that the quality of workmanship and materials in all works conforms with the construction Contract Specifications	3.5.4B-2	Ensure that the quality of workmanship and materials in all works conforms with the construction Contract Specifications
2.5.5.2.3		Ensure that the work is carried out by the construction Contractors in a healthy, safe, and appropriate way to acceptable international standards	3.5.4B-3	Ensure that the work is carried out by the construction Contractors in a healthy, safe, and appropriate way to acceptable international standards
2.5.5.2.4		Ensure that the equipment and staff provided and used by the Contractors are adequate to construct the Works and maintain the programme	3.5.4B-4	Ensure that the equipment and staff provided and used by the Contractors are adequate to construct the Works and maintain the programme
2.5.5.2.5		Ensure that all quality control requirements are satisfied	3.5.4B-5	Ensure that all quality control requirements are satisfied
2.5.5.3		Inspection and Control of Construction Activities	3.5.4C	Inspection and Control of Construction Activities
2.5.5.3.1		Verify that the Contractor's equipment is of adequate condition and capability to perform the Works in accordance with the Contract	3.5.4C-1	Verify that the Contractor's equipment is of adequate condition and capability to perform the Works in accordance with the Contract
2.5.5.3.2		Review and accept or promptly notify rejection of the Contractors' proposals on work methods, and all other submissions for permanent and temporary Works for the Contract	3.5.4C-2	Review and accept or promptly notify rejection of the Contractors' proposals on work methods, and all other submissions for permanent and temporary Works for the Contract
2.5.5.3.3		Revise the construction drawings and prepare supplementary construction drawings, as required to meet field conditions and to complete the works.	3.5.4C-3	Revise the construction drawings and prepare supplementary construction drawings, as required to meet field conditions and to complete the works.
2.5.5.3.4		Ensure that all necessary drawings and other documents are issued to the Contractor in a timely manner	3.5.4C-4	Ensure that all necessary drawings and other documents are issued to the Contractor in a timely manner
2.5.5.3.5		Check the Contractor's surveys, control points and setting out as work proceeds.	3.5.4C-5	Check the Contractor's surveys, control points and setting out as work proceeds.
2.5.5.3.6		Shall provide experienced surveyor(s) and modern survey equipment.	3.5.4C-6	Shall provide experienced surveyor(s) and modern survey equipment.

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Item		Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.5.3.7		Provide an appropriate level of inspection to ensure that the design intent, Specifications, Drawings and general Contractual requirements are being met.	3.5.4C-7	Provide an appropriate level of inspection to ensure that the design intent, Specifications, Drawings and general Contractual requirements are being met.
2.5.5.3.8		Establish and carry out a material testing programme, independently of the Contractors, which will determine the quality of construction materials through the control of quarries and borrow areas.	3.5.4C-8	Establish and carry out a material testing programme, independently of the Contractors, which will determine the quality of construction materials through the control of quarries and borrow areas.
2.5.5.3.9		Responsible for ensuring that the testing facilities are complete and appropriate for the Work and are fully operational in time for the materials testing programme.	3.5.4C-9	Responsible for ensuring that the testing facilities are complete and appropriate for the Work and are fully operational in time for the materials testing programme.
2.5.5.3.10		Resolve problems of conflicts promptly as they arise with respect to discrepancies in drawings, changed conditions, etc.	3.5.4C-10	Resolve problems of conflicts promptly as they arise with respect to discrepancies in drawings, changed conditions, etc.
2.5.5.3.11		Inspect works as they are completed (jointly with TCTA, at TCTA's discretion), prepare deficiency lists and monitor the correction of deficiencies.	3.5.4C-11	Inspect works as they are completed (jointly with TCTA, at TCTA's discretion), prepare deficiency lists and monitor the correction of deficiencies.
2.5.5.3.12		Issue Taking-Over Certificates and Defects Liability Certificates in accordance with the construction contract	3.5.4C-12	Issue Taking-Over Certificates and Defects Liability Certificates in accordance with the construction contract
2.5.5.3.13		Prepare a programme of field geotechnical testing to be carried out by the Contractors during the progress of the construction Works.	3.5.4C-13	Prepare a programme of field geotechnical testing to be carried out by the Contractors during the progress of the construction Works.
2.5.5.3.14		During construction, supervise the installation and reading of measurement instrumentation and any other in situ or laboratory geotechnical testing carried out in accordance with the programme and shall prepare a complete geological mapping of the structure's foundations and excavations	3.5.4C-14	During construction, supervise the installation and reading of measurement instrumentation and any other in situ or laboratory geotechnical testing carried out in accordance with the programme and shall prepare a complete geological mapping of the structure's foundations and excavations
2.5.5.3.15		Shall compile and analyse the result of all geotechnical testing and measurements, for immediate use in determining stability and the required support measures, and similarly for the detailed records of all grouting operations	3.5.4C-15	Shall compile and analyse the result of all geotechnical testing and measurements, for immediate use in determining stability and the required support measures, and similarly for the detailed records of all grouting operations
2.5.6		Sub-Task 5.6 Human Resource Management	3.5.6	Resource Management
2.5.6.1		Project Team Allocation		
2.5.6.1.1		Provide adequately qualified and competent staff to fully carry out all the Services of this Contract		
2.5.6.1.2		Make an allowance for supervising and inspecting the works on a 2-shifts, 6-days per week basis		
2.5.6.2		Project Team Maintenance		
2.5.6.2.1		Manage his team to provide Engineering, Environmental and Social specialist services to define, develop and manage the design, environmental and Social impact of all components and infrastructure		



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Item		Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
			3.5.6.1	The Consultant shall estimate: i) the Contractors' site temporary works, office, workshops, storage and processing facilities, ii) the Contractor's work force, the accommodation and associated health and safety requirements, iii) manpower by work category – management, supervisory, skilled, semi-skilled and unskilled labour, iv) within these categories the number of local and non-local employees (where all unskilled and semi-skilled staff will first be recruited locally).
			3.5.6.2	Monitor the resources of the Contractors to make sure he is capable to fully carry out all the services of his contract.
			3.5.6.3	Supply the Client with a monthly CRE report detailing any problems and giving details on the corrective and preventative action taken by the Contractors.
2.5.7	Sub-Task 5.7 Communication Management		3.5.8	Communication Management
2.5.7.1	Reporting		3.5.8B	Reporting
2.5.7.1.1	Submit at pre-determined milestones, two hard copies and one soft copy (original format and pdf) of all deliverables to the TCTA		3.5.8B-1	At pre-determined milestones, the Consultant shall submit one hard copy and electronic copy (original format and pdf) of all deliverables to the Client.
2.5.7.1.2	Prepare and present to the TCTA, inter alia, the following reports:		3.5.8B-2	Identify the report milestones in its programme.
2.5.7.1.2-a	Provide input into the Monthly Progress Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities		3.5.8B-3	Provide input into the Monthly CRE Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities
2.5.7.1.2-b	Prepare and issue PoE Reports at least 14 days before a site visit from TCTA's PoEs, highlighting all design issues, technical difficulties and proposed resolutions, cost and programme implications (where applicable).		3.5.8B-4	Prepare and issue PoE Reports at least 14 days before a site visit from TCTA's PoEs, highlighting all design issues, technical difficulties and proposed resolutions, cost and programme implications (where applicable).
			3.5.8B-5	Maintain weekly reports recording progress in a given area, problems encountered, work authorisation, etc.
2.5.7.2	Interactions with the PoE, DAB and other Consultants		3.5.8C	Interactions with the PoE, DAB and other visitors
2.5.7.2.1	Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.		3.5.8C-1	Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.
2.5.7.3	Meetings		3.5.8D	Meetings

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ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services	Include non- exhaustive list of meetings - refer tender table
2.5.7.3.1	Shall attend the following meetings and other ad hoc meetings as requested by TCTA	3.5.8D-1	Responsible for the following: i) Organising and Chairing site progress meetings (weekly, technical and monthly) with the Contractors; ii) Compiling and issuing minutes of the site progress meetings , iii) Compiling and issuing minutes of other meetings from time to time as requested by the Client.	
		2.4.8A	Project Relations	
		2.4.8A-1	Promote good project relations and in so doing, shall monitor community relations to identify potential problems and resolve them promptly.	
		2.4.8A-2	Demonstrate steps taken resolving the said dispute.	
		2.4.8A-3	Co-operate with the Client in facilitating site visits by the public.	
		2.4.8A-4	Provide the Client with the necessary safe access to site, escort and support for briefing casual and arranged visitors on the project and the status of the Works.	
		3.5.8E	Assistance to the Client	
		3.5.8E-1	Assist the Client in carrying out specific tasks directly or indirectly related to the Project, such as, but not necessarily limited to, the following: (i) Assist in conducting meetings and Site visits for dignitaries, representatives of funding agencies, etc. (ii) In the event that the Consultant is required to assist with any dispute or arbitration pursuant to the relevant clause of the Contract(s), the Services required and the remuneration for such services shall be deemed to be additional to the scope of this Contract provided that such dispute does not arise from any failure of the Consultant to reasonably perform its duties under this Contract. (iii) Continue monitoring the performance of the structures after issue of the Defects Liability Certificate (beyond the period included in clause 4-A-9.3.6), as requested by the Client.	
2.5.8	Sub-Task 5.8 Risk Management	3.5.5	Risk Management	
	Update the project risk register for their scope of Services. The consultant's risk register will be incorporated into the overall project risk register.	3.5.5.1	Monitor the construction contracts and develop a risk register for each construction contract. This register will be updated and submitted on a monthly basis in the CRE monthly report.	
2.5.9	Sub-Task 5.9 Procurement Management	3.5.7	Procurement Management	
	The Client will provide procurement strategies for the main contractor and other consultants where required.	2.4.7A	Award of Contracts	
2.5.9.1	Preparation of Tender Documents for the main contractor	1.4.7B-1	Assist the Contractors and will approve the project followed by the Contractors to procure sub-contractors under Provisional Sum	
2.5.9.1.1	Together with other appointed consultants, shall assist the Client in the preparation of tender documents and evaluation of tenders for the construction contract.			

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ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.9.1.2	Supervise the contracts for the supply and installation of Equipment and commissioning of the Works for BRVAS.		
2.5.9.1.3	Discuss in detail with the Client the extent to which Tenderers should be permitted to suggest alternative designs, construction methods or temporary works.		
2.5.9.1.4	Define the following response times in the tender documentation for time of submitting its construction programme and the lead times it requires for information for each activity in such construction programme		
2.5.9.1.5	Define the following response times in the tender documentation for the approval of workshop detailed drawings and other submissions by the Contractor		
2.5.9.2	Release of Tender, Evaluation and Award of the main contractor		
2.5.9.2.1	Assist TCTA with the tendering process and the establishment of construction contracts. This item shall include, but not be limited to, the following activities:		
2.5.9.2.1.1	Attend a site inspection meeting for Tenderers, including orientation, site visits and Tenderers' meetings		
2.5.9.2.1.2	Assist TCTA to provide technical clarification that may be required by Tenderers during the period of tender preparation.		
2.5.9.2.1.3	Participation in contract negotiations between TCTA and the selected Tenderer and preparation of a Memorandum of Understanding (MOU).		
2.5.9.3	Administration of Contracts	3.5.7A	Administration of Contracts
2.5.9.3.1	Provide technical input, inter alia, to manage claims related to design-related changes by the Contractors and prepare Variation Orders for changes to the scope of the work	3.5.7A-1	Issue all site instructions in writing and maintain permanent records (including execution records for minor works) in secure, fire-resistant storage.
		3.5.7A-2	Prepare and issue Variation Orders according to Contract Procedures established under Task 2.1, taking cognisance of the requirement that the Consultant shall obtain the approval of the Client before issuing a Variation Order
		3.5.7A-3	Keep records of any work authorised to be undertaken by the Contractors on a "Day work" basis.
		3.5.7A-4	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.
		3.5.7A-5	Receive and review any claims for extension of time and/or for additional compensation in a timely fashion
		3.5.7A-6	Make recommendations to the Client regarding settlement of claims. In consultation with the Client, try to settle all claims amicably.

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Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
		3.5.7A-7	Write joint Dispute Adjudication Board (DAB) reports and make presentations to the DAB on progress, current claims and possible disputes at the regular DAB visits, as and when required.
		3.5.7A-8	In cases of a dispute, attend all meetings, and assist in any negotiations necessary to resolve the dispute.
		3.5.7B	Certify Contractors' Monthly Statements
		3.5.7B-1	In consultation with the Client, set up appropriate procedures for the processing of the Contractors' requests for payment.
		3.5.7B-2	In conjunction with the Contractors, make monthly measurements of work carried out for use in monthly statements, review the Contractors' applications for interim payments, and prepare the final measurement of the completed Works for the final invoices.
		3.5.7B-3	Issue interim payment certificates and transmit the certificates to the Client for payment.
		3.5.7B-4	Resolve disagreements with the Contractors on a continuous basis (as they occur) to prevent a backlog of issues building up for later resolution
		3.5.7B-5	Prepare a statement of the construction Contracts accounts, as of the date of the Taking-Over Certificate for all of the Works and taking account of the potential costs of any outstanding claims, repair of outstanding deficiencies during the Defects Liability Period, etc.
		3.5.7B-6	Review and certify Contractors' requests for release of retention money and final payments.
2.5.10	Sub-Task 5.10 Stakeholder Management		No Stakeholder Management
2.5.10.1	Promote good project relations and, in so doing, monitor community relations.		
2.5.10.2	Inform interested and affected parties about project activities, particularly the directly affected communities and landowners.		
2.5.10.3	Keep a detailed record of all interactions with the interested and affected parties, including details of each interested and affected party.		
2.5.10.4	Identify and resolve potential problems and challenges promptly.		
2.5.10.5	Record and promptly address all complaints and issues submitted by interested and affected parties.		
2.5.10.6	Report regularly to TCTA on the above.		

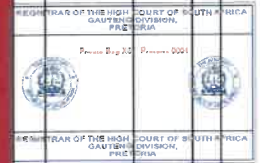


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ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design and Documentation 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Assessment and Close Out 2.5 Task 5: Project Management 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.	2	DESCRIPTIONS OF CONSULTANT'S SERVICES The services for the assignment have been divided into the following tasks: 2.1 Task 1: Tender Design 2.2 Task 2: Detailed Design 2.3 Task 3: Construction Supervision 2.4 Task 4: Project Management 2.5 Task 5: Assessment and Close Out 2.6 Task 6: Transformation The main tasks involved in fulfilling these responsibilities are specified below.
Legend			
	Zutari SOW Retention and reference to its consultancy contract		
	Zutari Scope Creep - Inclusion of TCTA Std Activity		
	Zutari SOW Retention - rewording required		
	Compare AEIV SOW		
	AEIV Main Activity with input from Zutari [rewording required]		
	Activities not applicable to this task		
	ORIGINAL TENDER DOCUMENT		SOW AGAINST TCTA STANDARD SERVICE
2.4	Task 4: Assessment & Close-out	A-2.4	Task 4: Assessment & Close-out
2.5	Task 5 - Project Management		Sub-Task 4.4 Project Management
			Ensure that all the lessons learnt, O&M Manuals, Stakeholder Management and Close-Out Reports are prepared and submitted to the Client.
2.5.1	Sub-Task 5.1 Integration Management		No Integration Management
2.5.1.1	Consultant Responsible for integrating all disciplines within their team as part of the scope of service while considering interfaces with the other consultant.		
2.5.1.2	Chief Resident Engineer (CRE) will be responsible for the performance and management of all engineering, environmental and social activities in accordance with the Contract		
2.5.1.3	CRE shall report directly to TCTA.		
2.5.2	Sub-Task 5.2 Scope Management		No Scope Management
2.5.2.1	General Objectives		
2.5.2.1.1	develop a work breakdown structure as per their scope of services which should include all required authorisation, tender design, and all other relevant engineering, environmental and social project requirements		
2.5.2.1.2	Manage all changes to the project to make sure that their activities are delivered on time, within budget and meet all the project's requirements		
2.5.2.2	Scope Variance Analysis		

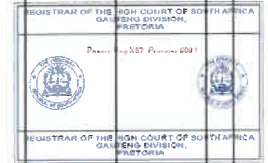


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ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.2.2.1	Review the tender design on regular bases and bring to the attention of TCTA any apparent discrepancies, errors or omissions in the scope of services and drawings, and make recommendations, supported with appropriate details, for remedial action.		
2.5.2.2.2	Submit as part of the Tender Design Report, a full variance report showing changes from the Feasibility and Conceptual Design Report		
2.5.2.2.3	Revise the approved working drawings and prepare supplementary working drawings, as required to meet field conditions and to complete the works		
2.5.2.2.4	Keep a record of all the scope changes in engineering, environmental and social, activities and will form part of the monthly CRE report		
2.5.3	Sub-Task 5.3 Time Management		No Time Management
	General Objectives		
	Shall be responsible for the preparation and updating of the design and construction supervision component of the programme as part of the task and no separate reimbursement shall be made for the production of such a programme		
2.5.3.1	Integrated Baseline Programme		
2.5.3.1.1	Prepare a detailed programme based on the Client's indicative programme as per Agreement: Appendix 4 (Time Schedule for Services), with milestones and specific key dates, covering only the engineering, environmental and social activities to be carried out during all project phases		
2.5.3.1.2	Update the programme to reflect the information forthcoming from the tender design and clearly indicate all long lead items to be procured		
2.5.4	Sub-Task 5.4 Cost Management		No Cost Management
	General Objectives		
	Responsible for preparing and/or reviewing and continuous monitoring of all the costs and approved budgets that are related to all engineering, environmental and social (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. monthly		
2.5.4.1	Preparation of Engineer's Cost Estimate for the Works		
2.5.4.1.1	Shall contribute to the preparation of the Engineer's Cost Estimate for the Works, based on the tender documents and tender drawings prepared under Sub-task 1.1		
2.5.4.1.2	Cash flows shall be prepared from the cost estimates and shall include the effect of contract price escalation		
2.5.4.2	Cost Control		



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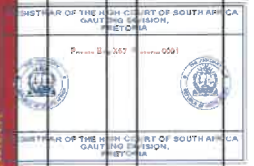
Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.4.2.1	Responsible for monitoring Contract Costs relative to the Contract Budget related to engineering, environmental and social, services		
2.5.4.2.2	prepare an estimate of the contracts' cost incorporating costs of Variation Orders and projected expenditures from provisional sums		
2.5.4.2.3	Carry out this update using a computerised budget and cost forecast system (to be prescribed by TCTA) at intervals of not more than three months		
2.5.5	Sub-Task 5.5 Quality Management		No Quality Management
2.5.5.1	Contract Quality Plan		
2.5.5.1.1	Approve the Contractor's quality plan		
2.5.5.1.2	Ensure that the Contractors comply with the approved quality plan		
2.5.5.1.3	Analyse quality audit reports submitted by the Contractors.		
2.5.5.1.4	Submit to the Engineer and copy TCTA a report detailing any problems in the Contractors' quality audit report and provide details on the corrective and preventative action taken.		
2.5.5.2	Construction Supervision		
2.5.5.2.1	Responsible for monitoring the construction of engineering, environmental and social activities		
2.5.5.2.2	Ensure that the quality of workmanship and materials in all works conforms with the construction Contract Specifications		
2.5.5.2.3	Ensure that the work is carried out by the construction Contractors in a healthy, safe, and appropriate way to acceptable international standards		
2.5.5.2.4	Ensure that the equipment and staff provided and used by the Contractors are adequate to construct the Works and maintain the programme		
2.5.5.2.5	Ensure that all quality control requirements are satisfied		
2.5.5.3	Inspection and Control of Construction Activities		
2.5.5.3.1	Verify that the Contractor's equipment is of adequate condition and capability to perform the Works in accordance with the Contract		
2.5.5.3.2	Review and accept or promptly notify rejection of the Contractors' proposals on work methods, and all other submissions for permanent and temporary Works for the Contract		
2.5.5.3.3	Revise the construction drawings and prepare supplementary construction drawings, as required to meet field conditions and to complete the works.		
2.5.5.3.4	Ensure that all necessary drawings and other documents are issued to the Contractor in a timely manner		
2.5.5.3.5	Check the Contractor's surveys, control points and setting out as work proceeds.		
2.5.5.3.6	Shall provide experienced surveyor(s) and modern survey equipment.		
2.5.5.3.7	Provide an appropriate level of inspection to ensure that the design intent, Specifications, Drawings and general Contractual requirements are being met.		



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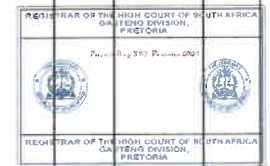
ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance			
Scope of Works Comparison for Project Management			
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.5.3.8	Establish and carry out a material testing programme, independently of the Contractors , which will determine the quality of construction materials through the control of quarries and borrow areas.		
2.5.5.3.9	Responsible for ensuring that the testing facilities are complete and appropriate for the Work and are fully operational in time for the materials testing programme.		
2.5.5.3.10	Resolve problems of conflicts promptly as they arise with respect to discrepancies in drawings, changed conditions, etc.		
2.5.5.3.11	Inspect works as they are completed (jointly with TCTA, at TCTA's discretion), prepare deficiency lists and monitor the correction of deficiencies.		
2.5.5.3.12	Issue Taking-Over Certificates and Defects Liability Certificates in accordance with the construction contract		
2.5.5.3.13	Prepare a programme of field geotechnical testing to be carried out by the Contractors during the progress of the construction Works.		
2.5.5.3.14	During construction, supervise the installation and reading of measurement instrumentation and any other in situ or laboratory geotechnical testing carried out in accordance with the programme and shall prepare a complete geological mapping of the structure's foundations and excavations		
2.5.5.3.15	Shall compile and analyse the result of all geotechnical testing and measurements, for immediate use in determining stability and the required support measures, and similarly for the detailed records of all grouting operations		
2.5.6	Sub-Task 5.6 Human Resource Management		No Resource Management
2.5.6.1	Project Team Allocation		
2.5.6.1.1	Provide adequately qualified and competent staff to fully carry out all the Services of this Contract		
2.5.6.1.2	Make an allowance for supervising and inspecting the works on a 2-shifts, 6-days per week basis		
2.5.6.2	Project Team Maintenance		
2.5.6.2.1	Manage his team to provide Engineering, Environmental and Social specialist services to define, develop and manage the design, environmental and Social impact of all components and infrastructure		
2.5.7	Sub-Task 5.7 Communication Management		No Communication Management
2.5.7.1	Reporting		
2.5.7.1.1	Submit at pre-determined milestones, two hard copies and one soft copy (original format and pdf) of all deliverables to the TCTA		
2.5.7.1.2	Prepare and present to the TCTA, inter alia, the following reports:		
2.5.7.1.2-a	Provide input into the Monthly Progress Reports summarising progress during the month on a quantitative and cost basis with appropriate graphical presentations related to the engineering, environmental and social activities		



ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance

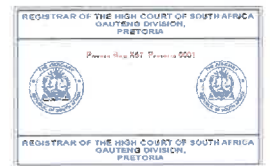
Scope of Works Comparison for Project Management

Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.7.1.2-b	Prepare and issue PoE Reports at least 14 days before a site visit from TCTA's PoEs, highlighting all design issues, technical difficulties and proposed resolutions, cost and programme implications (where applicable).		
2.5.7.2	Interactions with the PoE, DAB and other Consultants		
2.5.7.2.1	Attend meetings at the site and make technical presentations highlighting design issues, technical difficulties, and proposed resolution, as well as cost and programme implications.		
2.5.7.3	Meetings		
2.5.7.3.1	Shall attend the following meetings and other ad hoc meetings as requested by TCTA		
2.5.8	Sub-Task 5.8 Risk Management		No Risk Management
	Update the project risk register for their scope of Services. The consultant's risk register will be incorporated into the overall project risk register.		
2.5.9	Sub-Task 5.9 Procurement Management		No Procurement Management
	The Client will provide procurement strategies for the main contractor and other consultants where required.		
2.5.9.1	Preparation of Tender Documents for the main contractor		
2.5.9.1.1	Together with other appointed consultants, shall assist the Client in the preparation of tender documents and evaluation of tenders for the construction contract.		
2.5.9.1.2	Supervise the contracts for the supply and installation of Equipment and commissioning of the Works for BRVAS.		
2.5.9.1.3	Discuss in detail with the Client the extent to which Tenderers should be permitted to suggest alternative designs, construction methods or temporary works.		
2.5.9.1.4	Define the following response times in the tender documentation for time of submitting its construction programme and the lead times it requires for information for each activity in such construction programme		
2.5.9.1.5	Define the following response times in the tender documentation for the approval of workshop detailed drawings and other submissions by the Contractor		
2.5.9.2	Release of Tender, Evaluation and Award of the main contractor		
2.5.9.2.1	Assist TCTA with the tendering process and the establishment of construction contracts. This item shall include, but not be limited to, the following activities:		
2.5.9.2.1.1	Attend a site inspection meeting for Tenderers, including orientation, site visits and Tenderers' meetings		
2.5.9.2.1.2	Assist TCTA to provide technical clarification that may be required by Tenderers during the period of tender preparation.		
2.5.9.2.1.3	Participation in contract negotiations between TCTA and the selected Tenderer and preparation of a Memorandum of Understanding (MOU).		



ZUTARI (PTY) LTD / TRANS-CALDEDON TUNNEL AUTHORITY - CASE NOS.: 151460/2025 AND 194238/2025 – Request for Technical Advice/Assistance			
Scope of Works Comparison for Project Management			
Item	Bid No. 012/2023/PMID/DESIGNS/RFB - Zutari Submission	Item	TCTA Standard Services
2.5.9.3	Administration of Contracts		
2.5.9.3.1	Provide technical input, inter alia, to manage claims related to design-related changes by the Contractors and prepare Variation Orders for changes to the scope of the work		
2.5.10	Sub-Task 5.10 Stakeholder Management		No Stakeholder Management
2.5.10.1	Promote good project relations and, in so doing, monitor community relations.		
2.5.10.2	Inform interested and affected parties about project activities, particularly the directly affected communities and landowners.		
2.5.10.3	Keep a detailed record of all interactions with the interested and affected parties, including details of each interested and affected party.		
2.5.10.4	Identify and resolve potential problems and challenges promptly.		
2.5.10.5	Record and promptly address all complaints and issues submitted by interested and affected parties.		
2.5.10.6	Report regularly to TCTA on the above.		

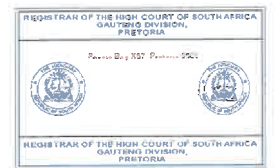
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ANNEXURE "E"

REVISED RESOURCING SCHEDULE AND FINANCIAL PROPOSAL

[To be attached]



ANNEXURE "E"



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E capetown@zutari.com

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Cape Town
8000
Docex: DX 204

zutari.com

30 March 2026

The Chief Executive
Trans-Caledon Tunnel Authority
Byls Bridge Office Park
Cnr Olievenhoutbosch Road and Jean Avenue
Doringkloof
Centurion
0157

Dear Sir

**Detail design and construction supervision professional service provider: Berg River-Voëlvis
Dam Augmentation Scheme (BRVAS)**

Bid number: 012/2023/PMID/DESIGNS/RFB

Response to Mediation Outcomes

This letter is submitted following the mediation process that was concluded on 23 March 2026. It sets out the details of the agreed principles and contains the revised proposal, which is based on the agreed principles.

1. Negotiations with AEJV

A meeting was held between TCTA's representatives and the AEJV on 24 March 2026 to finalise their Scope of Work. Below is a summary of the feedback received by Zutari after the AEJV meeting:

- Task 1: AEJV to compile the tender documentation in line with TCTA standards (with Zutari providing the tender designs and all technical documentation) and support the tender process (with Zutari to assist on design/technical matters);
- Task 2: AEJV to review detailed designs (stage-gate / as agreed);
- Task 3: AEJV to provide the FIDIC Engineer, Chief Resident Engineer (CRE), scheduler, and quantity surveyor (QS);
- Task 4: Joint involvement of AEJV and Zutari as required; and
- Task 5: Project management responsibilities to be shared across Tasks 1 – 4 by AEJV and Zutari for their respective contracts.

The inclusion of the CRE as part of AEJV's scope has an impact on Zutari's scope, since the RFB required Zutari to allow a CRE together with two Assistant Resident Engineers (ARE's) and two Clerk of Works (CoW's).

In order to avoid a duplication of resources, and to ensure that Zutari still manages the quality of works during the construction phase, it is proposed that one of the ARE's be changed to a Resident Engineer (RE) who will report to the Chief Design Engineer (CDE) and the CRE. Zutari's site team will therefore comprise a RE, one ARE and two CoW's. Mr Rudolf Steenkamp, who was initially proposed as CRE, is proposed as the RE.

2. Addendum No 5

Table 1 below was accepted as a revised Addendum No 5. TCTA did, however, pointed out that the time allocated for the Geotechnical Engineer may be insufficient given the anticipated complexity of the site conditions (i.e. poor founding conditions at the abstraction works).



Table 1: Revised Addendum No 5 – Minimum Resource Requirements

Resource	Task 1	Task 2	Task 3	Task 4
Resident Engineer (RE)			100%	30%
Assistant Resident Engineer (Pipelines)			100%	
Assistant Resident Engineer (Structures)			100%	
Chief Design Engineer (CDE)	75%	75%	30%	10%
Pipeline Design Engineer	20%	20%	10%	5%
Dam/Weir Design Engineer	75%	75%	20%	5%
Pumping Station Design Engineer	60%	60%	20%	5%
Geotechnical Engineer	25%	25%	10%	
Electrical Design Engineer	60%	60%	20%	5%
Environmental Lead	60%	60%	100%	10%



Table 2 summarises the minimum time requirements in accordance with the revised Addendum No 5 and the proposed time allocation of key staff based on the revised resource allocation.

Table 2: Revised key staff allocation

Resource	Addendum No 5 requirements			Allocation as per revised submission		
	Task 1 & 2	Task 3	Task 4	Task 1 & 2	Task 3	Task 4
Resident Engineer (RE)	-	18.0	3.6	-	18.0	3.6
Assistant Resident Engineer (Pipelines)	-	18.0	-		18.0	2.0
Chief Design Engineer (CDE) ⁽¹⁾	7.5	5.4	1.2	9.8	6.3	1.2
Pipeline Design Engineer	2.0	3.6	0.6	2.1	3.7	0.6
Dam/Weir Design Engineer	7.5	3.6	0.6	7.5	3.7	0.6
Pumping Station Design Engineer	6.0	3.6	0.6	6.0	3.7	0.6
Geotechnical Engineer ⁽²⁾	2.5	1.8	-	3.7	1.5	0.1
Electrical Design Engineer	6.0	3.6	0.6	6.1	3.6	0.6
Environmental Lead	6.0	18.0	1.2	6.1	18.2	1.3

- (1) The total time allocated to the CDE is 20.6 person-months. This includes management time that would previously have been undertaken by the CRE during Tasks 1 and 2.
- (2) A senior engineering geologist, specialising in foundation design of weirs and dams, will support the geotechnical engineer. A total of 2.9 person-months has been allocated to the specialist engineering geologist.

3. Resources related to field investigations and specialist studies

It was agreed that resources related to field investigations and specialist studies should be remunerated from the provisional sum allowed by the Employer. Appendix 1 summarises the resources related to these specialist studies, as included in Zutari's original tender submission. The total cost moved from the resource allocation to the provisional sum (as per Appendix 1) amounts to R 1.730 million.

The following should be noted with respect to the tasks detailed below:

Environmental

The time included in the resource schedule covers the environmental activities and social engagements to be undertaken by the Environmental Lead and support staff as per the Scope of Works.

All environmental services related to specialist studies (e.g. heritage studies, freshwater ecologists, botanist, rehabilitation specialists, etc.), including any tasks related to the water use licence, have been moved from the resource schedule to Appendix 1.

Geotechnical engineering

The time included in the resource schedule for geotechnical engineering includes the review of previous work, input to the inception report, advice on further fieldwork investigations, detailed engineering designs, input to the detail design report and support during the construction phase (e.g. site visits and addressing geotechnical construction queries).

The time related to overseeing the geotechnical field investigations was moved to Appendix 1.

Flood hydrology

The flood hydrology forms an integral part of the design of the abstraction works and low-lift pump station and was therefore included in the resource schedule, i.e. these costs were not moved to Appendix 1.

Cathodic protection

The time included in the resource schedule for cathodic protection includes the review of previous work, input to the design criteria memorandum, advice on further field investigations, input to the detailed design and construction drawings, drafting of the tender specifications and bill of quantities, and support during the construction phase.

Provision has been made in the resource schedule for the necessary resources to assist the RE when commissioning the cathodic protection system at the end of the construction period.

The time related to oversee the cathodic field investigations was moved to Appendix 1.

4. Support resources

The number of support resources have been reduced where feasible.

Zutari will prepare an organogram that will clearly show the key staff and support resources, as well as the lines of communication. The organogram will be prepared upon TCTA's acceptance of the revised resource schedule.

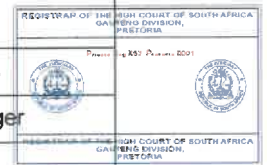


5. Replacement of key personnel

Table 3 summarises the key personnel submitted at time of tender, or approved during negotiations, as well as the key personnel currently proposed.

Table 3: Key staff

Resource	At time of tender / approved during negotiations	Currently proposed
Resident Engineer (RE)	Giuseppe Marra	Rudolf Steenkamp
Chief Design Engineer (CDE)	Stephan Kleynhans	Stephan Kleynhans
Pipeline Design Engineer	Jacobus Kriegler	Jacobus Kriegler
Dam/Weir Design Engineer	Jean Louw	Jean Louw
Pumping Station Design Engineer	Laura Ingle	Laura Ingle
Geotechnical Engineer	Stefan Fourie	Patrick Beales
Electrical Design Engineer	Ewald Biesenbach	Chrisman de Jager
Environmental Lead	Kim Pontac	Kim Pontac



The CV's of Patrick Beales and Chrisman de Jager will be shared in due course for TCTA's consideration and approval.

6. Transformation

We confirm that the updated resource allocation still fully complies with the minimum transformation requirements stipulated in the RFB – refer to Annexure V.

7. Revised Resource Allocation

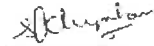
The revised Annexures E, O, P and Q are attached and reflect the updated resource allocation.

8. Revised Tender Price

The net impact of the changes as discussed above, is a reduction in the Total Cost Estimate, inclusive of VAT, from R 142,699,549.81 (at time of tender) to R 127,553,440.99 as reflected in Annexure O (see attached).

We trust that our submission adequately addresses the items agreed during the mediation process. Kindly contact the undersigned should any additional information be required.

Yours faithfully

Stephan Kleynhans

 Signed by: Stephan Kleynhans,
 stephan.kleynhans@tctatrans.com

Stephan Kleynhans
 Design Director: Water Business Unit

Encl. Appendix 1 (Field investigations and specialist studies)

Annexures E, O, P, Q and V



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REQUEST FOR BID FOR APPINTMENT OF A DETAIL DESIGN AND CONSTRUCTION SUPERVISION PROFESSIONAL SERVICE PROVIDER FOR BERG RIVER VOELVLEI DAM AUGMENTATION SCHEME (BRVAS)

ANNEXURE O: SUMMARY OF COST ESTIMATE

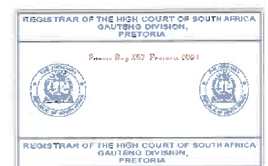
Ref. no	Cost elements	Total (Rand)
1	Consultants staff costs	
	1. Tender design and documentation	R 20,094,610.54
	2. Detailed design	R 13,049,326.51
	3. Construction supervision	R 27,391,170.95
	4. Assessment and closeout	R 3,049,362.04
	5. Project management	R 8,194,692.48
	6. Transformation	R 524,117.28
	Subtotal staff costs	R 72,303,279.80
3	Total fixed fee on 2 at 15 %	R 10,845,491.97
4	Direct costs	
	1. Tender design and documentation	R 174,312.00
	2. Detailed design	R 124,078.40
	3. Construction supervision	R 6,175,461.50
	4. Assessment and closeout	R 198,135.00
	5. Project management	R 117,000.00
	6. Transformation	R 970,000.00
	Subtotal direct costs 4	R 7,758,987.90
6	Provisional items entered by TCTA	
	Additional studies (Engineering and environmental)	R 8,500,000.00
	Subtotal of PS	R 8,500,000.00
8	Consultant's mark-up on 7 at 5 %	R 425,000.00
9		
	1. Adjudication fees	R 1,000,000.00
10	Subtotal of PS9	R 1,000,000.00
11	Subtotal provisional sums (7+8+10)	R 9,925,000.00
12	TOTAL excluding escalation (2+3+5+11)	R 100,832,759.67
13	Escalation (Assumed 10%)	R 10,083,275.97
14	TOTAL including escalation (12+13)	R 110,916,035.64
15	VAT @ 15% (of 14)	R 16,637,405.35
16	TOTAL COST ESTIMATE (14+15)	R 127,553,440.99



ZUTARI

REQUEST FOR BID FOR APPOINTMENT OF A DETAIL DESIGN AND CONSTRUCTION SUPERVISION PROFESSIONAL SERVICE PROVIDER
BERG RIVER VOELVLEI DAM AUGMENTATION SCHEME (BRVAS)
ANNEXURE P: SUMMARY OF STAFF COSTS

Ref. no	Task / Sub-task no.	Description	Staff time and cost		
			Person months		Amount (R)
1	Tender design				
	1.1	Engineering	96.82	R	18,952,968.94
	1.2	Environment and Social	7.86	R	1,141,641.60
	Sub-total 1: (carry to Summary of Cost Estimate)		104.68	R	20,094,610.54
2	Detailed design				
	2.1	Engineering	55.18	R	12,786,402.99
	2.2	Environment and Social	1.81	R	262,923.52
	Sub-total 2: (carry to Summary of Cost Estimate)		56.99	R	13,049,326.51
3	Construction monitoring				
	3.1	Engineering	99.77	R	18,753,634.23
	3.2	Environment and Social	18.99	R	2,501,543.43
	3.3	Commissioning	30.33	R	6,135,993.29
	Sub-total 3: (carry to Summary of Cost Estimate)		149.09	R	27,391,170.95
4	Assessment and close-out				
	4.1	Engineering	10.11	R	2,862,547.96
	4.2	Environment and Social	1.29	R	186,814.08
	Sub-total 4: (carry to Summary of Cost Estimate)		11.40	R	3,049,362.04
5	Project management				
	5.1	Integration Management	1.13	R	291,897.00
	5.2	Scope Management	4.52	R	809,527.68
	5.3	Time Management	2.71	R	611,470.16
	5.4	Cost Management	8.60	R	1,808,464.08
	5.5	Quality Management	0.89	R	200,401.80
	5.6	Resource Management	2.50	R	623,123.28
	5.7	Communications Management	8.14	R	1,975,385.92
	5.8	Risk Management	1.81	R	480,008.40
	5.9	Procurement Management	4.81	R	1,186,842.96
	5.10	Stakeholder Management	0.90	R	207,571.20
	Sub-total 5: (carry to Summary of Cost Estimate)		36.02	R	8,194,692.48
6	Transformation				
	6.1	Participation of Black-Owned Enterprises	-	R	-
	6.2	Employment: Participation of Professional Black People	-	R	-
	6.3	Training and Skills Development: Black People	-	R	-
	6.4	Non-Conformance Penalties	-	R	-
	6.5	Monitoring and Reporting	3.62	R	524,117.28
	6.6	Measurement and Payment	-	R	-
	Sub-total 6: (carry to Summary of Cost Estimate)		3.62	R	524,117.28
TOTAL STAFF COST (Sub-totals 1+2+3+4+5+6):				R	72,303,279.80



ZUTARI

REQUEST FOR BID FOR APPOINTMENT OF A DETAIL DESIGN AND CONSTRUCTION SUPERVISION PROFESSIONAL SERVICE PROVIDER:
BERG RIVER VOELVLEI DAM AUGMENTATION SCHEME (BRVAS)
ANNEXURE Q: DETAILS OF STAFF COSTS

Ref no.	Cost element			Person months	Billing rates	Amount	
	Staff category	Position or title	Name			Consultant	
1 H13	Asset Management (Lead)	Chris von Holdt	0.24	R	372,808.80	R	88,764.00
2 H10	Asset Management (Snr)	Johan Gerber	0.48	R	271,481.28	R	129,276.80
3 H04	Asset Management (Jnr)	Biance Huysamen	0.43	R	91,768.32	R	39,329.28
4 H09	Project Management (Snr)	Siphokazi Mqonywa	22.67	R	229,420.80	R	5,200,204.80
5 H13	Dams/ Weir Design Engineer	Jean Louw	11.74	R	372,808.80	R	4,376,065.20
6 H12	Dams/ Weir (Snr)	Frank Denys	0.21	R	372,808.80	R	79,887.60
7 H05	Structural (Jnr)	Riaan Boshoff	10.81	R	130,005.12	R	1,405,293.44
8 H09	Structural (Snr)	Matteo Angelucci	3.42	R	229,420.80	R	783,854.40
9 H07	Structural (Jnr)	Cyril Masina	3.55	R	168,241.92	R	596,858.24
10 H04	Structural (Jnr)	Rosy Botima	8.51	R	91,768.32	R	781,123.20
11 H04	Electrical (Jnr)	Simon Mason	4.17	R	91,768.32	R	382,368.00
12 H08	Control & instrumentation (Snr)	Daniel Rodrigues	1.10	R	189,272.16	R	207,298.08
13 H10	Control & instrumentation (Snr)	Sarah Hart	4.71	R	271,481.28	R	1,279,840.32
14 H04	Control & instrumentation (Jnr)	Matthew Grunig	7.02	R	91,768.32	R	644,563.20
15 H10	Electrical (Snr)	Jolan van Papendorp	2.21	R	271,481.28	R	604,132.12
16 H11	Electronic (Snr)	Chrisman de Jager	10.31	R	315,453.60	R	3,252,176.40
17 H12	Pump Station Engineer (Mechanical)	Chalk van der Merwe	0.98	R	372,808.80	R	363,932.40
18 H10	Mechanical (Snr)	Laura Ingle	10.30	R	271,481.28	R	2,795,610.80
19 H04	Mechanical (Jnr)	Moegammad Ferris	6.10	R	91,768.32	R	559,349.76
20 H04	Mechanical (Jnr)	Eli Govender	2.95	R	91,768.32	R	270,935.04
21 H12	Chief Design Engineer (Civil)	Stephan Kleynhans	20.65	R	372,808.80	R	7,699,167.45
22 H10	Pump station civil (Snr)	Ismail Gasant	7.40	R	271,481.28	R	2,010,254.24
23 H09	Pump station civil (Snr)	Izak van der Merwe	11.46	R	229,420.80	R	2,630,145.60
24 H09	Pump station civil (Snr)	Alphonso Mujinga	2.71	R	229,420.80	R	622,713.60
25 H04	Pump station civil (Jnr)	Cody Neutt	3.81	R	91,768.32	R	349,593.60
26 H02	Pump station civil (Jnr)	Ebrahim Gallow	3.43	R	61,178.88	R	209,756.16
27 H12	Pipeline Design Engineer (Civil)	Jacobus Kriegler	6.35	R	372,808.80	R	2,365,560.60
28 H03	Roads (Jnr)	Matt Gilmore	8.21	R	73,605.84	R	604,619.40
29 H05	Pipeline (Snr)	Henri Blignaut	3.14	R	130,005.12	R	408,587.52
30 H04	Pipeline (Jnr)	Janneke Groenewald	2.43	R	91,768.32	R	222,865.92
31 H06	Pipeline (Snr)	Phillip Koch	6.20	R	145,299.84	R	901,204.96
32 H12	Project Management	Mario Filippi	1.36	R	372,808.80	R	505,954.80
33 H10	Electrical (Snr) - MV	Derick Hunter	0.70	R	271,481.28	R	190,683.28
34 H06	Pipeline (Snr)/Project Management	Monique Lyners	15.63	R	145,299.84	R	2,271,174.88
35 H10	Electrical (Snr) - Building Services	Fatiegh Soeker	2.86	R	271,481.28	R	775,660.80
36 H11	Pipeline (Snr)	Carel Davids	1.49	R	315,453.60	R	469,425.00
37 H12	Electrical - MV Lead	Theo Potgieter	2.33	R	372,808.80	R	869,887.20
38 H12	Roads (Lead)	Hugo Theron	2.57	R	372,808.80	R	958,651.20
39 H10	Civil (Lead)	Harlind Leng	4.35	R	271,481.28	R	1,179,650.80
40 H06	Roads (Snr)	Alicia du Toit	4.15	R	145,299.84	R	603,686.24
41 H06	Electrical (Snr) - Building Services	Darren Curry	3.81	R	145,299.84	R	553,523.20
42 H02	Civil (Jnr)	Imraan Moerat	1.67	R	61,178.88	R	101,964.80
43 H12	Hydrologist (Lead) - Floodlines	Andre Gorgens	0.14	R	372,808.80	R	53,258.40
44 H06	Hydrologist (Snr) - Floodlines	Nantale Nsibirwa	2.07	R	145,299.84	R	300,978.24
45 H05	GIS - Floodlines	Reneilwe Malatji	0.14	R	130,005.12	R	18,572.16
46 H12	Geotechnical Engineer (Lead)	Patrick Beates	5.31	R	372,808.80	R	1,979,437.20
47 H10	Geologist (Snr)	Gary Davis	2.86	R	271,481.28	R	775,660.80
48 H09	Transformation audit (Lead)	Diane Myers	0.45	R	229,420.80	R	103,785.60
49 H06	Transformation audit (Snr)	Lerato Makgato	0.90	R	145,299.84	R	131,461.76
50 H04	Transformation audit (Jnr)	Nthabiseng Mogotsi	1.81	R	91,768.32	R	166,056.96
51 H05	Pump Station Rational Fire Design (Lead)	Belinda Selkirk	0.62	R	130,005.12	R	80,479.36
52 H04	Pump Station Rational Fire Design (Jnr)	Mashudu Tsiwana	1.17	R	91,768.32	R	107,063.04
53 H12	Cathodic protection (Lead)	Neil Webb	0.14	R	372,808.80	R	53,258.40
54 H12	Cathodic protection (Snr)	Sarel Marais	2.14	R	372,808.80	R	798,876.00
55 H08	Cathodic protection (Jnr)	Eddy Mhlongo	0.88	R	189,272.16	R	166,739.76
56 H06	Cathodic protection (Jnr)	Elsina Molefe	0.50	R	145,299.84	R	72,649.92
57 H10	Health and Safety Agent	Mark Winter	1.26	R	271,481.28	R	342,583.52
58 R10	Chief Resident Engineer	Rudolf Steenkamp	21.60	R	296,825.42	R	6,411,428.97
59 R04	Clerk of Works	Dwayne Gilbert	18.00	R	82,356.18	R	1,482,411.32
60 R06	Assistant Resident Engineer	Assistant Resident Engineer3	20.00	R	130,397.29	R	2,607,945.85
61 R04	Clerk of Works	Clerk of Works1	18.00	R	82,356.18	R	1,482,411.32
62 R06	Environmental Lead	(Site) Kim Pontac	18.23	R	130,397.29	R	2,376,645.89
63 H05	GIS/Draughting	Deline Stynder	0.93	R	130,005.12	R	120,719.04
64 H06	Environmental (Snr)	Kim Pontac	7.38	R	145,299.84	R	1,072,451.20
65 H06	Environmental (Snr)	Lauren Abrahams	5.29	R	145,299.84	R	768,013.44
66 H06	Structural (Snr)	Riaan Louw	3.36	R	145,299.84	R	487,792.32
Task/sub-task total (carry to summary of staff costs)						R	72,303,279.80

ZUTARI

**REQUEST FOR BID FOR APPOINTMENT OF A DETAIL DESIGN AND CONSTRUCTION SUPERVISION PROFESSIONAL SERVICE PROVIDER:
BERG RIVER VOELVLEI DAM AUGMENTATION SCHEME (BRVAS)
ANNEXURE V: TRANSFORMATION PROPOSAL**

Table V1-1: Participation of Black-Owned Enterprises

Name of Black-Owned Entity	% Ownership	% Involvement in the scope of service	% in JV partnership**
Neil Lyners and Associates (RF) (Pty) Ltd	53.04%	23.61%	N/A
Legacy Environmental Management Consulting (Pty) Ltd	100.00%	5.83%	N/A
Isinyithi Cathodic Protection (Pty) Ltd	51.48%	1.51%	N/A
Safe Working Practice South Africa	51.00%	0.47%	N/A

Note: ** ONLY WHERE TENDER SUBMITTED BY A JOINT VENTURE

Table V1-2: Employment: Participation of Black Professional People (BPP) Person-Months

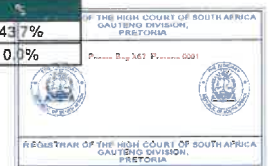
Category	Total Person-Months	BPP Person-Months		Female HDI Person-Months		Youth Person-Months	
		No.	%	No.	%	No.	%
Engineering	350.49	121.62	34.7%	78.67	22.5%	153.07	43.7%
Environment and Social	12.67	7.38	58.3%	7.38	58.3%	-	0.0%

Table V1-3-1: CIDB B.U.I.L.D Programme Skills Development

Training intervention	Total No. of beneficiaries
Method 3: Unemployed Learners	5.00
Method 3: Employed Learners	1.00

Table V1-3-2: Training Cost

Training intervention	Total cost allocated
Method 3: Unemployed Learners	R970,000.00
Method 3: Employed Learners	N/A



Appendix 1: Field investigations and specialist studies

R1,730,351.76

Specialist environmental studies

Staff category	Cost element		Person months	Billing rates	Amount Consultant
	Position or title	Name			
-	Water Use License Specialist	Roshantha Kolapan	0.43	R145,299.84	R62,271.36
-	Sub-consultant	Heritage Specialist	1.10	R229,420.80	R251,270.40
-	Sub-consultant	Freshwater Ecologist	1.57	R229,420.80	R360,518.40
-	Sub-consultant	Botanist Specialist	1.43	R229,420.80	R327,744.00
-	Sub-consultant	Terrestrial Ecologist	0.71	R229,420.80	R163,872.00
-	Sub-consultant	Social Specialist	0.00	R229,420.80	R0.00
-	Sub-consultant	Landscape / Rehabilitation Specialist	0.29	R229,420.80	R65,548.80
-	Sub-consultant	Fauna Specialist	0.43	R229,420.80	R98,323.20

R1,329,548.16

Cathodic protection field investigations

Staff category	Cost element		Person months	Billing rates	Amount Consultant
	Position or title	Name			
-	Cathodic protection (Snr)	Daniel Hovy	0.21	R372,808.80	R79,887.60

R79,887.60

Geotechnical field investigations (supervision)

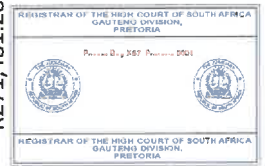
Staff category	Cost element		Person months	Billing rates	Amount Consultant
	Position or title	Name			
-	Geologist (Snr)	Nombuso Khanyile	0.71	R229,420.80	R163,872.00
-	Geologist (Jnr)	Devash Moonsamy	1.14	R91,768.32	R104,878.08
-	Geotechnical Engineer (Snr)	Hannes Taljaard	0.14	R229,420.80	R32,774.40

R301,524.48

Water quality review

Staff category	Cost element		Person months	Billing rates	Amount Consultant
	Position or title	Name			
-	Water Quality (Lead)	Nico Russouw	0.07	R271,481.28	R19,391.52

R19,391.52



TCTA response to Zutari letter dated 30 March 2026, Response to Mediation Outcomes

1. Negotiations with AEJV

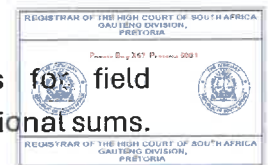
All points noted, no further comments

2. Addendum No.5: Key Resources

Table 1: Revised Addendum No. 5 – accepted; however, the bidder has revised the proposed effort by TCTA. It should be noted that any effort required beyond the allocation as per the revised submission (as set out by Zutari) in Table 2 will not be considered.

3. Resources related to field investigations and specialist studies:

Agreed, all design-related inputs must be priced; resources for field investigations and specialist studies must be allowed for under provisional sums.



4. Support resources

TCTA notes the submitted schedule of resources; however, acceptance will only be granted upon submission of either an organogram or a resource breakdown structure. This must be grouped along functional lines (key and support) and aligned with the cost schedule.

5. Replacement of key resources

As per Table 3, key resources are noted together with some of the replacements. Zutari must submit/ update all CVs and supporting documentation for the key resources for TCTA's final approval. Note that all resources proposed must meet the minimum requirements as per the RFB.

6. Transformation

Noted, no further comment.

7. Revised Resource Allocation

Zutari to correct Mr Rudolf Steenkamp's title from Chief Resident Engineer to Resident Engineer under Annexure E: Manpower Schedule.

8. Revised Tender Price

TCTA accepts the tender price of R 100,832,759.67 excl. VAT and escalation.

The revised tender price should include escalation as a separate line item, calculated (include calculations) from the base date (84 days after tender closing date, i.e., 6 June 2024) up to April 2026.

