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**APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF  
EXPERT ADVISORS FOR A PERIOD OF 60 MONTHS**

<b>Bid Number:</b>	015/2024/PMID/POE/RFB
<b>Briefing Session:</b>	Compulsory
<b>Briefing Session Date and Time:</b>	29 November 2024 at 10:00
<b>Briefing Session Venue:</b>	<p>Online: Microsoft Teams          Online: Microsoft Teams  <b>Join Microsoft Teams Meeting on your computer, mobile app or room device.</b></p> <p><b><u><a href="#">Join the meeting now</a></u></b>          Meeting ID: 362 213 375 883          Passcode: 34FR96ko</p>
<b>Clarifications Deadline:</b>	17 January 2025 at 16H00
<b>Closing Date and Time:</b>	24 January 2025 at 12H00
<b>Bid Validity Period:</b>	120 Calendar days
<b>Bid Submission Physical Address:</b>	<p>Bid Submissions must be sent to:          TCTA          Building 9,          Byls Bridge Office Park,          Olievenhoutbosch Rd,          Centurion, 0157</p>
<b>Enquiries:</b>	<p>Name: Colbert Makhubele          Email Address: <a href="mailto:tenders04@tcta.co.za">tenders04@tcta.co.za</a></p>
<b>Bid Submission</b>	<p><b>Envelope A: Technical Proposal</b>          1 x Original hardcopy          1 x Duplicate hardcopy          1 x Electronic copy of all documents (USB flash disk)</p> <p><b>Envelope B: Financial Proposal</b>          1 x Original hardcopy          1 x Duplicate hardcopy          1 x Electronic copy (USB flash disk)</p>

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## 1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

<b>HISTORICALLY DISADVANTAGED ENTITIES</b>	Means entities that are at least: <ul style="list-style-type: none"> <li>• 51% black owned;</li> <li>• 51% owned by black youth;</li> <li>• 51% owned by black women;</li> <li>• 51% owned by black people with disabilities;</li> <li>• 51% owned by black people in rural areas, underdeveloped areas or townships;</li> <li>• a co-operative that is 51% owned by black people.</li> <li>• 51% owned by black people who are military veterans.</li> </ul>
<b>LOWEST ACCEPTABLE TENDER</b>	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
<b>PROCUREMENT SPECIALIST</b>	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
<b>PO</b>	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
<b>QSE</b>	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
<b>RD</b>	A requesting department within TCTA
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.
<b>SPECIFIC GOALS</b>	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
<b>FIDIC</b>	<i>Federation Internationale des Ingenieurs-Conseils</i> , the international federation of consulting engineers.

## 2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA;
- 2.2. In order for a Bid Submission to be acceptable, it must:
  - 2.2.1. Clearly indicate the discipline that the bidder is specifically responding to e.g., Civil, Geotechnical, Electrical, Mechanical, Contractual, Corrosion, Contracts, Controls and Instrumentation etc. and the specific component (dam, tunnel, structures, pipelines, pumpstations, operations etc.) related to the design implementation and operation of bulk raw water projects;
  - 2.2.2. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bids submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;
  - 2.2.3. Clearly reflect the Bid description and bid number on the outer packaging;
  - 2.2.4. Contain a firm and unconditional price; and
  - 2.2.5. Contain all signed and completed Annexures.
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions in section 10 of the Conditions of Bid.
- 2.4. This Bid has 5 stages of evaluation summarized in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.
- 2.5. The bidder is required to complete in full the Returnable Schedule and Pricing Schedules and attach all relevant documents in order for their tender to be responsive. One (1) original and one (1) copy of the tender documents shall be duly completed and signed, shall be submitted as follows:
  - a) The original tender proposal, together with the covering letter and any supporting documents, shall be saved on an unencrypted USB in PDF Format. The USB must be placed in a sealed envelope. The envelope enclosed:

“ENVELOPE A **TECHNICAL PROPOSAL: ORIGINAL** Contract NO 015/2024/PMID/ POE/RFB: APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF EXPERT (POE) ADVISORS and the name of the Bidder shall be clearly shown”

“ENVELOPE A **TECHNICAL PROPOSAL: COPY** Contract NO 015/2024/PMID/ POE/RFB: APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF EXPERT (POE) ADVISORS and the name of the Bidder shall be clearly shown”

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

“ENVELOPE B **FINANCIAL** PROPOSAL: **ORIGINAL** Contract NO 015/2024/PMID/POE/RFB: APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF EXPERT (POE) ADVISORS and the name of the Bidder shall be clearly shown”

“ENVELOPE B **FINANCIAL** PROPOSAL: **COPY** Contract NO 015/2024/PMID/POE/RFB: APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF EXPERT (POE) ADVISORS and the name of the Bidder shall be clearly shown”

- c) The bid offer shall be made by the bidder completing and submitting the Schedule of Returnable documents and Schedules, including any other documents prepared by the Bidder to supplement the required returnable documents and schedules.
- d) Copies of and receipt slips for Addenda.

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

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

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

### 3. **BACKGROUND**

Trans-Caledon Tunnel Authority (TCTA) is a public sector entity, established in terms of 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 listed in Schedule 2 of the Public Finance Management Act of 1999. TCTA implements large infrastructure projects (“Projects”) for the supply of bulk raw water on behalf of the Department of Water and Sanitation (DWS) through Directives issued by the Minister of Water and Sanitation (“The Minister”). The technical complexity and diversity of engineering, environmental and social variables applicable to TCTA's projects warrant dynamic support of these functions.

In reinforcing its Project Implementation Methodology, TCTA establishes professional panels, comprising experts/specialists in the various Engineering disciplines to enable it to benchmark design of its projects, implementation, operations and management activities across its project portfolio against international best practice. The Panel of Expert (PoE) advisors independently advise, review, verify, optimise the designs and give assurance that the general designs, optimisation and construction supervision of major projects including electromechanical, operations and maintenance as well as the contracting strategies, procurement and contracting documentation dispute resolution aspects of the project are implemented in accordance with international standards and best practice guidelines. Furthermore, a member or members of the PoE can also be expected to act as peer-reviewer(s) of associated knowledge management products.

This RFB seeks to appointment individual Experts in *inter-alia* the following engineering disciplines Project management, Contract Management, Civil, , Electrical, Mechanical, Geotechnical, Control and Instrumentation and Operations and Maintenance with experience in the design, construction, operation and maintenance of major water projects, including dams (concrete, RCC, CFRD & embankment), river abstraction and inlet tower works; pump stations and bulk pipelines, tunnels (TBM & D&B) and related mechanical and electrical components, control systems and corrosion protection. It further seeks to appoint FIDIC suite of Contracts Experts with experience in the compilation of related construction contract documents, claims management, dispute resolution and assistance and/ or presenting the Client at various dispute resolution forums i.e. Dispute Adjudication Boards, Arbitration etc.

Individual may submit their respective bids in their personal capacity. Companies on the other hand may submit more than one individual resource, but the resources will be evaluated on an individual basis. The submission of the application should clearly state the discipline.

Bids submitted by registered entities are based on the services of specified individual(s) for the duration of their association with the registered entity. Only the credentials of the proposed individual(s) will be evaluated. Should the individual(s) leave the services of the entity, the entity shall replace the individual(s) with another of equal or better qualifications, experience and other evaluated indicators to be approved by TCTA or contract with the registered entity may be terminated in respect of that individual(s). Readmission of the individual(s) on an independent basis will be subject to negotiation.

Individuals appointed on the PoE advisors may be conscripted from time-to-time to assess, advise, review and give assurance on subject matter performance on TCTA's Projects.



TCTA requires a panel of high level, industry-recognised expert strategic and technical advisors to enable effective fulfilment of TCTA's quality assurance and risk, as well as knowledge management functions in accordance with international best practice.

## **4. SCOPE OF WORK**

### **4.1. DESCRIPTION OF SERVICES**

The duties of the expert advisors include but not limited to providing technical advisory services to enable TCTA to effectively fulfil its quality and risk assurance requirements, design review and optimisation, construction and operations and maintenance of major water projects, including dams (concrete, RCC, CFRD & embankment), river abstraction and inlet tower works; pump stations and bulk pipelines, tunnels (TBM & D&B) and related mechanical and electrical components, control systems, and corrosion protection.

FIDIC advisor will be required to give recommendations and expert assistance in the execution of related tasks covering procurement and contracting strategy based on FIDIC Suite of Contracts as well as claims management, dispute resolution etc.

The scope of services will further include *inter-alia* the following tasks:

- Provide a measure of independent assurance to TCTA of the technical validity and quality of designs, and other reports.
- Provide assurance to TCTA that reports would be able to stand up to arbitration, expert and judicial court scrutiny.
- Identify risks to TCTA with recommendations for avoidance, limitation and mitigation.
- Advise TCTA on technical matters pertaining to the implementation and safety of the Project.
- Review and provide an independent assessment of the rigour and suitability of the baseline information, monitoring and mitigation processes.
- Review and provide an independent assessment of the rigour and suitability of electromechanical systems, operation, and maintenance processes.
- Review monitoring data to determine confidence in monitoring results, trends, potential sources of impact, and provide advice on improvement of the O&M programmes, related outputs and requirements.
- Review, comment and advise on the developed operations and maintenance plans
- Critical review and comment on the contract document (Contract conditions, specifications, bid conditions).
- Provide expert opinion on the likely impacts caused by construction activities.

- Advise on areas for improvement and the capture of lessons for future projects or activities.
- To assess, advice and conduct reviews related to TCTA policies and systems for management assurance in the environmental, social and engineering management fields.

## 4.2. EXPERIENCE REQUIRED

The experts that are required must have experience in the implementation of large-scale engineering projects, preferably raw bulk water supply projects in the areas listed below. It should be noted that these disciplines are not exhaustive, that areas of expertise are not mutually exclusive and that individuals can possess more than one expertise in a particular category or across categories, however points scoring will be discipline ring-fenced. The areas for which experts are required are presented as follows:

### 4.1.1 Engineering

Experts in the following disciplines including their sub-disciplines:

- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Process Engineer
- Project Management
- FIDIC suite of contracts
- Acid Mine Drainage Operations and Maintenance

The advisors are required to demonstrate experience in the following fields:

- Water resources planning and feasibility studies of bulk raw water schemes/projects;
- Optimisation, design and construction supervision of major water projects, including dams (concrete, RCC, CFRD & embankment), river abstraction and inlet tower works; pump stations and bulk pipelines, tunnels (TBM & D&B) and related mechanical and electrical components and control systems, and corrosion protection;
- Project management including construction management and supervision, integration management, quality assurance and control, contract documentation preparation and administration of large-scale engineering projects in the water sector;

- Claims adjudication and dispute resolution of large scale engineering projects;
- Design and construction supervision of water treatment works and potable water distribution systems;
- Operations, maintenance and refurbishment of bulk raw water projects and systems;
- Geotechnical & geology experience on dams, tunnels, pipelines, excavations, etc.
- Design, Installations, Commissioning, Testing, Operation and Maintenance Optimisation of Electrical and Mechanical installations of equipment in Pump Stations and pipelines above the diameter of 600mm.
- Experience in cathodic and corrosion protection systems of pipelines

### 4.3. DELIVERABLES

Engineering POEs are required for the following areas of specialisation:

- Provide a measure of independent assurance to TCTA of the technical validity and quality of designs, reports, policy, governance structures and management systems related to engineering systems and operation.
- Provide assurance to TCTA that the above would be able to stand up to arbitration, expert and judicial court scrutiny.
- Identify risks to TCTA, its projects and stakeholders, and propose measures for the avoidance, limitation, and mitigation of identified risks.
- Advise TCTA on technical matters, including safety, pertaining to TCTA operations and projects.
- Review and provide an independent assessment of the rigour and suitability of electromechanical systems, operation, and maintenance processes.
- Review monitoring data to determine confidence in monitoring results, trends, potential sources of impact and provide advice on improvement of the O&M programmes and related outputs and requirements.
- Provide expert opinion on the likelihood, extent, and impact potential of corporate and/or project activities.
- Advise on opportunities for improvement and the capture of lessons for future projects or activities.
- Review, comment and advise on the developed operations and maintenance plans.
- Review and appraise knowledge-related products in the relevant engineering fields.

- The above is undertaken only on written instructions and/or directions to be issued by TCTA in respect of focus areas for each member of the panel. Such instructions and/or directions are given by TCTA as and when necessary and may entail inter alia the following depending on the nature of the assignment:
- Site visits during the construction monitoring period (typically 1 to 3 days duration per visit).
- Compilation of Power Point presentations of observations and preliminary comments to TCTA and the Engineering Consultant as well as other Engineering PoEs.
- Formal comprehensive review reports on the subject matter including key findings together with advice and guidance on the appropriate mitigation measures, where necessary, and present this to TCTA within fourteen (14) days of the assignment, or such extended periods as may be agreed in writing with TCTA.
- A peer review of completed knowledge management products (e.g. reports, booklets, manuals, etc.).

FIDIC Advisor and Professional requirements:

- Provide expert opinion on the likelihood, extent, and impact potential of procurement and contracting strategies on the project, claims settlement including settlement strategies.
- Participation and advice regarding dispute and arbitration hearings.
- Critical review and comment on relevant contractual documentation (Contract conditions, specifications, bid conditions).
- Identify contracts management risks to TCTA, its projects and stakeholders, and propose measures for the avoidance, limitation, and mitigation of identified risks.
- Compilation of presentations of observations and preliminary comments to TCTA and the Engineering Consultant as well as other Engineering PoEs.
- Formal comprehensive review reports on the subject matter including key findings together with advice and guidance on the appropriate mitigation measures, where necessary, and present this to TCTA within fourteen (14) days of the assignment, or such extended periods as may be agreed in writing with TCTA.
- Review and appraise knowledge-related products in the relevant fields.
- Site visits during the construction monitoring period (typically 1 to 3 days duration per visit).
- Advise on opportunities for improvement and the capture of lessons for future projects or activities.

- A peer review of completed knowledge management products (e.g. reports, booklets, manuals, etc.).

Note: The appointment of an individual expert will be based on the business requirement at a specific time, i.e., every assignment will require a separate appointment with specific Terms of Reference.

## 5. EVALUATION OF BID RESPONSES

### 5.1. STAGE 1 OF EVALUATION: ATTENDANCE OF COMPULSORY BRIEFING SESSION

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

**Failure to attend a compulsory briefing session, the bidder will be removed at this stage and not be evaluated further.**

### 5.2. STAGE 2 OF EVALUATION: RETURNABLES

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

Reference No.	Document Type	Description	Status
Annexure A	Functionality	Specialists Experience Complete Forms 1, 2, 3 and 4 Copies of academic qualifications Membership certificate(s) or registration number(s) of professional organisations. <b>Complete (tick) and return the table for confirming the advisory services applied for in 5.3 below.</b>	Non-mandatory
Annexure B	Functionality	Extent of Personnel Experience	Non-mandatory
Annexure C-E	Administrative	SBD 1 SBD 4 SBD 6.1	Non-mandatory
Annexure F	Administrative & Compliance	Proof of registration on the National Treasury Central Supplier Database.	Non-mandatory
Annexure G	Administrative & Compliance	Tax Compliance Status Pin	Non-mandatory

Reference No.	Document Type	Description	Status
Annexure H	Administrative & Compliance.	BBBEE Certificate issued by Verification Agency approved by SANAS or Sworn Affidavit for EMEs and QSEs. (Correct Sector Codes Affidavit to be used. See Annexure H)	Mandatory
Annexure I	Administrative and Compliance	Joint Venture agreement or Memorandum of Understanding (Should the bidding entity involve more than one legal entity).	Non-mandatory
Annexure J		B-BBEE sworn affidavit requirements for EME and QSE	Non-mandatory
Annexure K	Price	Price Schedule	Mandatory
Annexure L	Functionality	Government Certificate of Competence (GCC) is a requirement where a bidder is bidding for rendering operations and maintenance services for electrical / mechanical components of infrastructure.	Mandatory

**Any bidder who fails to submit or complete a non-mandatory document will receive zero points where that document is linked to a specific functionality criterion which is scored. Any bidder who fails to submit a mandatory document will be removed from evaluation and not be evaluated further.**

### **5.3. STAGE 3 OF EVALUATION: FUNCTIONALITY**

Bidders will be evaluated based on criteria presented in Table 2 below. The minimum technical requirements as listed in Section 1 of Table 2 are to be evidenced as applicable.

TCTA reserves the right to engage with references or referees provided as part of the technical submission. The total functional points scored will aid the ranking of qualifying prospective panel of expert advisors within the various categories and subcategories and bidders will be evaluated per discipline to qualify for price and B-BBEE evaluation.

**Tick which advisory service the Bidder is applying for:**

**Table 1: Discipline selection**

Discipline	Tick	Applicable section in Table 2
Civil Engineering- General		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Civil Engineering- Large Dam		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Civil Engineering- Pipeline		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Civil Engineering- Pump station		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Civil Engineering- Tunnel		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Civil Engineering- Structures		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Electrical Engineering		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Mechanical Engineering		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Geotechnical Engineering		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Process Engineer		1.1 A; 1.2; 1.3; 1.4A & 1.5A
Project Management		1.1 A; 1.2; 1.3; 1.4A & 1.5A
FIDIC		1.1 B; 1.2; 1.3; 1.4B & 1.5B
Acid Mine Drainage Operations and Maintenance		1.1 A; 1.2; 1.3; 1.4A & 1.5A

**Note: Bidders may bid for more than one discipline and that a bidder shall be evaluated separately under each discipline.**

**Table 2: Functional Evaluation Criteria**

Section 1	TECHNICAL CRITERIA FOR EVALUATION	Max Points
1.1 Experience	<p><b><u>A. For Civil, Electrical, Mechanical, Geotechnical, Project Management and Operations and Maintenance discipline: -</u></b></p> <p>Within the last twenty years, specialist involvement during the design, planning, construction or operation and maintenance phases of large multidisciplinary water infrastructure developments inclusive of any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Major Pump Stations (PS) of <math>\geq 1\text{m}^3/\text{s}</math>; or</li> <li>• Welded steel Pipelines (P) of <math>\geq 1.5</math> m nominal diameter and over <math>\geq 3\text{km}</math> long, or</li> <li>• Tunnel of <math>\geq 3\text{m}</math> inside diameter and <math>\geq 5\text{km}</math> long</li> <li>• High Density Sludge plants (<math>&gt;10\text{ML}/\text{day}</math>) or</li> <li>• Desalination plants (<math>&gt;10\text{ML}/\text{day}</math>), or</li> </ul>	20

Section 1	TECHNICAL CRITERIA FOR EVALUATION	Max Points
	<ul style="list-style-type: none"> <li>• Large Dams (with a maximum wall height greater or equal to 50m and with a storage capacity exceeding 100 million m<sup>3</sup> ) in accordance to the Dam Safety Regulations, or</li> <li>• Geological or geotechnical investigations or geophysical surveys, mapping, testing and assessments of large dams (category 3** with vertical height ≥25m) or weirs or pump stations or major water structures; or</li> <li>• Jet grouting minimum of 10 metres depth, involved in variable saturated soil conditions</li> <li>• (3 projects =10 points)</li> <li>• (4-5 projects =15 points)</li> <li>• (6 projects and above = 20)</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p><b><u>B. For FIDIC Advisory discipline: -</u></b></p> <p>Specialist alternative dispute resolution involvement (Arbitrator/ Dispute Adjudication Board (DAB) member, Advisor etc) during the project implementation of the projects with a total project value of ≥ R 500 mil.</p> <p>A minimum of three (3) projects must be provided of previous or existing clients within the last twenty years:</p> <ul style="list-style-type: none"> <li>• (3 projects = 10 points)</li> <li>• (4-5 projects =15 points)</li> <li>• (6 projects and above = 20 points)</li> </ul>	
<p><b>1.2 Years of experience</b></p>	<p>Years of related experience in the following:</p> <p>Major Pump Stations (PS) of ≥ 1m<sup>3</sup>/s; or</p> <ul style="list-style-type: none"> <li>• Welded steel Pipelines (P) of ≥1.5 m nominal diameter and over ≥3km long, or</li> <li>• Tunnel of ≥ 3m inside diameter and ≥5km long</li> <li>• High Density Sludge plants (&gt;10ML/day) or</li> <li>• Desalination plants (&gt;10ML/day), or</li> <li>• Large Dams (with a maximum wall height greater or equal to 50m and with a storage capacity exceeding 100 million m<sup>3</sup> ) in accordance to the Dam Safety Regulations, or</li> <li>• Arbitrator/Dispute Adjudication Board (DAB) or Advisor during the project implementation of the projects with a total project value of ≥ R 500 mil</li> </ul>	5



Section 1	TECHNICAL CRITERIA FOR EVALUATION	Max Points
	<p>Minimum of 10 years practical work experience within area of specialisation is a mandatory requirement and this will be determined by populating FORM1.</p> <p>Points allocation are:</p> <ul style="list-style-type: none"> <li>• 10 years = 1 point</li> <li>• 11 years = 2 points</li> <li>• 12 years = 3 points</li> <li>• 13 – 14 years = 4 points</li> <li>• 15 years and above = 5 points</li> </ul>	
1.3	<p>Evidence of being an acknowledged leader or specialist in the area(s) of expertise, <u>within the last twenty years</u> e.g.:</p> <ul style="list-style-type: none"> <li>• Provision of technical advisory services at Ministerial level or organisations such as The World Bank, DBSA, DWS or DFFE</li> <li>• Author or co-author of relevant (National / Government) policies or published professional Standards / Guidelines or Alternative Dispute Resolution papers Committee member of professional association</li> <li>• Editorial board member of discipline specific journals; or</li> <li>• Member of advisory committee or reference group</li> <li>• Production of papers for conferences or peer reviewed journals, book chapters, or other technical documents on discipline specifics.</li> <li>• Invited speaker at conference</li> <li>• Lecturer/presenter on discipline specifics at technical workshops or courses</li> </ul> <p><b>1 point for each evidenced service or publication to a max of 5 points.</b></p> <p><b>Populated FORM 2 and attach proof demonstrating involvement in the above.</b></p>	5
1.4 Academic Qualification	<p><b><u>A. Engineering or Geology qualification:</u></b></p> <ul style="list-style-type: none"> <li>• Bachelor degree in Engineering or Geology (BSc / BEng/ B Tech) (equivalent to NQF level 7)= 3 points</li> <li>• Honours degree in Engineering or Geology (equivalent to NQF level 8) = 4 points</li> <li>• Master’s degree in Engineering or Geology (equivalent to NQF level 9) = 5 points</li> <li>• PhD in Engineering or Geology (equivalent to NQF level 10) = 6 points</li> </ul> <p style="text-align: center;"><b>OR</b></p>	6

Section 1	TECHNICAL CRITERIA FOR EVALUATION	Max Points
	<p><b><u>B. Law qualification:</u></b></p> <p>Legal field degree will be considered only in application for FIDIC advisory services.</p> <ul style="list-style-type: none"> <li>• Bachelor degree of Law (equivalent to NQF level 8) = 4 points</li> <li>• Master’s degree in law (equivalent to NQF level 9) = 5 points</li> <li>• PhD in Law (equivalent to NQF level 10) = 6 points</li> </ul> <p>Certified proof of qualification must be attached.</p> <p>Overseas qualification to be verified by South African Qualification Authority, proof of verification or proof of application for verification to be attached. As and when required, successful applicant with foreign qualification will only be deployed once verification is completed.</p> <p><b>Populated FORM 3 and attach proof of qualification.</b></p>	
<p><b>1.5 Professional membership</b></p>	<p><b><u>A. Professional registration (valid)</u></b></p> <ul style="list-style-type: none"> <li>• South African Council for Project and Construction Management Profession (SACPCMP) or a similar international organisation</li> <li>• Registration with Engineering Council of South Africa (ECSA) or similar international body or a similar international organisation,</li> <li>• Registration with South African Council for Natural Scientific Professions (SACPNASP)</li> </ul> <p><b>2 points per professional registration to a max of 4 points</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.</b> Where an applicant is submitting to be considered for rendering FIDIC related expertise, such application must submit</p> <ul style="list-style-type: none"> <li>• Proof of association of arbitrator’s membership, or</li> <li>• Any Alternative Dispute Resolution forum membership.</li> </ul> <p><b>2 points per membership to a max of 4 points</b></p> <p>TCTA will verify that the internationally recognised equivalent professional registration is valid and in line with the Washington accord.</p> <p><b>Populated FORM 4 and attach proof of valid membership.</b></p>	4
<b>TOTAL</b>		<b>40</b>

**N.B: Projects submitted should be within a specific discipline and not cover several disciplines e.g., submission to be considered for geotechnical POE should only reflect geotechnical work and not chemical or electrical or process.**

A Bidder who does not meet the threshold of 26 points out of the 40 points will be removed at the end of this evaluation stage and not be evaluated further.

**5.4. STAGE 4 OF EVALUATION: PRICE AND SPECIFIC GOALS**

**PRICE**

See Annexure K

**SPECIFIC GOALS**

The weighting of the Preferential points calculation is as follows:

Bidder's Score

Price = 80

Specific Goals= 20

The following table will be used to calculate the score out of 20 for specific goals:

SPECIFIC GOALS	RDP PROGRAMME 3 & 4	MAXIMUM POINTS
Development opportunities of previously disadvantaged individuals: 1. Black Ownership = Maximum 10 Points 1(a) Less than 51% Black Ownership = 0 Point 1(b) ≥51% Black Ownership <70% Black Ownership = 4 Points. 1(c) ≥70% Black Ownership = 10 Points. 2. Black Women Ownership = Maximum 10 Points. 2(a) Less than 10% Black Women Ownership = 0 Point 2(b) ≥10% Black Ownership <40% Black Women Ownership = 4 Points. 2(c) ≥40% Black Women Ownership = 10 Points.	Development opportunities of previously disadvantaged individuals	20

Proof or documentation that may be considered to claim points for specific goal related to persons or categories of persons historically disadvantaged by unfair discrimination may include, amongst others-

- a) A valid sworn affidavit by the authorized deponent indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination on the basis of race, gender; or
- b) B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC); or
- c) A Verification Agency Accredited by SANAS or Sworn Affidavit.

**Bidders will not score specific goals points if the sworn affidavit does not comply with the minimum requirements for a valid BBBEE Sworn Affidavit. Refer to Annexure J for the minimum requirements for valid BBBEE Sworn Affidavit.**

## **5.5. STAGE 5 OF EVALUATION: SUPPLIER VETTING**

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

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

## **6. MAXIMUM NUMBER OF POEs TO BE APPOINTED**

TCTA will only appoint a maximum of three (3) POEs per discipline listed in 5.3 above and will restrict the number of POEs per company per discipline to a maximum of one (1). In the case where under a discipline, the qualifying proposed persons come the same company and being the only ones, TCTA will include those qualifying proposed persons in order to meet the three (3) POEs per discipline requirement.

It should be noted however that the listing of three POEs from the same company will only apply if the qualifying proposed persons are from one company and the others did not qualify i.e. did not achieve the minimum functional points required.

## **7. NON-COMMITMENT**

It is herewith confirmed that a positive result of the short-listing process resulting in inclusion on the TCTA panel of experts, does not guarantee any appointment and therefore does not constitute a commitment to contract.

## **8. PANEL ADMISSION TERMS**

Qualifying individuals, including those affiliated to registered entities will be included in the PoE advisors for a period of five years, from the date of contract. From this panel resources may be sourced on a rotation basis from the highest to the lowest price and specific goals score in respective category, to deliver long and / or short-term services, which will be formalised through specific contracts between TCTA, and the entity/individual.

TCTA reserves the right to refresh the panel of experts within the 5-year validity period with additional individuals where new skill requirements have been identified, and or where the demand for a specific expertise exceeds that availability of the panel members. This is intended to ensure that all relevant areas of specialisation are adequately represented and remain aligned with the business need.

## **9. APPOINTING AN EXPERT ADVISOR FROM THE PANEL**

### **9.1. PROCUREMENT PROCESSES**

The appointment of expert advisors from the panel for specific assignments is wholly dependent on the nature of the assignment and the expertise required. If there is more than one PoE advisor for a specific area of specialisation (e.g. Civil Engineering- Tunnel), appointment will be based on:

- Fair and equitable allocation of work on a rotation basis from the highest to the lowest price and specific goals score in respective category;
- The geographical location of the PoE relative to the project area;
- The site and scope-specific expertise required;
- Availability of the PoE to undertake the work within the required timeframes.
- An individual serving on the PoE advisors will not be appointed on a project in which their employer (registered entity) and or the independent individual has a contract to provide consulting services and there is clear conflict of interest.

### **9.2. APPOINTMENT TERMS**

The following terms of appointment will be applicable to the PoE advisors:

- Note that the 60-month period of appointment on the panel of expert advisors relates to eligibility for appointment. The duration of the appointment however may exceed the 60-months eligibility period depending on the actual duration of the project.

- The services for which panel members may be appointed range from short-term deliverables to longer term assignments. These may range from low intensity engagements for the lifespan of a project to intensive short-term tasks.
- On agreement and award of a contract a service level agreement is to be signed prior to the commencement of the works.
- Agreement may be terminated before the 60 months period due to operational requirements and/or other reasonable grounds.

## **10. CONDITIONS OF BID**

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

### **10.1. COSTS OF BIDDING**

- 10.1.1 Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.
- 10.1.2 TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

### **10.2. CLARIFICATIONS**

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

### **10.3. AMENDMENTS**

- 10.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days prior to the stipulated closing date and time.
- 10.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 10.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 10.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 10.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 10.3.6 In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

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

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

## **10.5. VALIDITY PERIOD**

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

## **10.6. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT**

- 10.6.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 10.6.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 10.6.3 Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 10.6.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPI").
- 10.6.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 10.6.6 We may collect the following information about you:
  - 10.6.6.1 Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;



- 10.6.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
  - 10.6.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.
  - 10.6.6.4 Details of transactions you carry out with us.
  - 10.6.6.5 Details of contracts you carry out with us; and
  - 10.6.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 10.6.7 If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 10.6.8 Why we collect Personal Information
- 10.6.9 Employee and Contractor Information
- 10.6.9.1 To Remunerate the person.
  - 10.6.9.2 To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
  - 10.6.9.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
  - 10.6.9.4 To conduct criminal, credit, employment reference and other related reference checks.
  - 10.6.9.5 To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.
- 10.6.10 Client Information
- 10.6.10.1 To render client related services and administration of client accounts.
  - 10.6.10.2 To conduct criminal, credit, reference, and other related reference checks.
  - 10.6.10.3 To authenticate the client.
  - 10.6.10.4 To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

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

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

#### 10.6.12 Sources of Personal Information

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

#### 10.6.13 The Storage of Personal Information

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

#### 10.6.14 Sharing of Personal Information

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

#### 10.6.15 Your Rights regarding your Personal Information

- 10.6.15.1 A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 10.6.15.2 Right of access to and the right to rectify or update the personal information collected.
- 10.6.15.3 The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.

10.6.15.4 The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

#### 10.6.16 General Conditions pertaining to Personal Information

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

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

### **10.7. DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT**

10.7.1 Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

10.7.2 Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.

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

10.7.3.1 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.

10.7.3.2 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;

10.7.3.3 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.

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

## **10.8. RIGHT NOT TO AWARD**

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

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

## **10.9. TERMS AND CONDITIONS OF CONTRACT**

10.9.1 Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:

- 10.9.1.1 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- 10.9.1.2 The relevant Bid Submissions;
- 10.9.1.3 The letter of acceptance to the successful Bidder/s; and
- 10.9.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
- 10.9.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.

10.9.2 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable

10.9.3 In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.

#### 10.9.4 Variations and Contract Price Adjustments

10.9.4.1 No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

10.9.4.2 Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:

10.9.4.3 If the original award/contract made provision for the increase:

10.9.4.3.1 The Contract Manager must prepare a notice of increase based on CPA to the service provider,

10.9.4.3.2 Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;

10.9.4.3.3 Such a letter must be sent at least 2 weeks prior to the effective date of the increase;

10.9.4.4 If the original award/legal agreement did not make provision for the increase:

10.9.4.4.1 The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;

10.9.4.4.2 The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;

10.9.4.4.3 The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;

10.9.4.4.4 The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;

10.9.4.4.5 Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;

10.9.4.4.6 The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.

10.9.4.4.7 The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

#### 10.9.5 Performance Management

10.9.5.1 Related contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

10.9.5.2 If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract's duration
Less than 6 months	at least once in the contract's duration

#### 10.9.6 Communication

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

### 10.10. SUBCONTRACTING AFTER AWARD

The successful bidder:

10.10.1 May only subcontract this scope of work no less than 6 (six) months after award;

10.10.2 May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.

10.10.3 May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

### 10.11. CESSION OF RIGHTS

10.11.1 The successful bidder may cede their rights to a third-party provided that:

10.11.1.1 The cession does not take place less than 6 (six) months from the date of award;

10.11.1.2 The third-party is registered on the CSD;

- 10.11.1.3 The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;
  - 10.11.1.4 The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
  - 10.11.1.5 The cession agreement is submitted for vetting by TCTA prior to signature.
- 10.11.2 TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

## **10.12. 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.

## **10.13. SUPPLIER CODE OF CONDUCT**

- 10.13.1 All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:
- 10.13.1.1 Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.
  - 10.13.1.2 Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.
  - 10.13.1.3 Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.
  - 10.13.1.4 Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.
- 10.13.2 Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:
- 10.13.2.1 Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.



- 10.13.2.2 Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
  - 10.13.2.3 Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.
  - 10.13.2.4 Use TCTA provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.
  - 10.13.2.5 Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
  - 10.13.2.6 Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.
- 10.13.3 TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:
- 10.13.3.1 Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
  - 10.13.3.2 Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
  - 10.13.3.3 Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.

- 10.13.3.4 Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
- 10.13.3.5 Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- 10.13.3.6 Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- 10.13.3.7 Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- 10.13.3.8 Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- 10.13.3.9 Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- 10.13.3.10 Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- 10.13.3.11 Keep employee records in accordance with acts and prescripts issued by the Department of Labour.
- 10.13.4 TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.
- 10.13.5 Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

- 10.13.6 TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.
- 10.13.7 TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

#### **10.14. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES**

- 10.14.1 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:
- 10.14.2 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
- 10.14.3 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
- 10.14.4 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.
- 10.14.5 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 16.1 above has occurred.

#### **10.15. FRONTING**

- 10.15.1 The TCTA supports the spirit of Broad-Based 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.
- 10.15.2 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.

10.15.3 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.

## **10.16. JOINT VENTURE OR CONSORTIUM**

10.16.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.

10.16.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:

10.16.2.1 Control

10.16.2.2 Management

10.16.2.3 Operations

10.16.3 The joint venture or consortium agreement:

10.16.3.1 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.

10.16.3.2 Must record the percentage participation by each member.

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

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

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

10.16.3.6 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;

10.16.3.7 Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and

10.16.3.8 Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

10.16.4 Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

10.16.5 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.

**10.17. PAYMENT PROCESS**

10.17.1 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.

10.17.2 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

10.17.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

10.17.3.1 VAT registration certificate, if the successful Bidder is a VAT vendor;

10.17.3.2 Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or

10.17.3.3 Statement setting out details of services rendered, accompanying invoice.

10.17.3.4 Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

10.17.4 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

10.17.5 Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

**ANNEXURE A – EXPERIENCE**

**FORM 1: PRACTICAL WORK EXPERIENCE – SPECIFIC DISCIPLINE AND ONLY ASSIGNMENTS RELATED TO THIS SPECIFIC DISCIPLINE**

**STATE AREA OF SPECIALISATION (e.g. Pump station, power substations, energy efficiency etc):** \_\_\_\_\_

**DISCIPLINE:** \_\_\_\_\_

**Name of the POE Candidate Proposed:** \_\_\_\_\_

**Years of Experience:** \_\_\_\_\_

NAME OF ASSIGNMENT	NATURE OF INVOLVEMENT	DURATION			CONTACTABLE REFERENCE
		CONTRACT AMOUNT	START YEAR	END YEAR	

***A separate form must be completed for each area of specialisation (discipline) you are applying for. Note a minimum of 10 years' experience per specialisation is required.***

**SPECIALIST EXPERIENCE**

**FORM 2: EVIDENCE OF BEING AN ACKNOWLEDGED LEADER OR SPECIALIST IN THE RELEVANT AREA**

Name of the POE Candidate Proposed: \_\_\_\_\_

SPECIALIST AREA	INSTITUTION INVOLVED AT AND CONTACTABLE TELEPHONE NUMBER/EMAIL ADDRESS OF THE INSTITUTION'S REPRESENTATIVE (e.g. CSIR, 011 553 4566, Sollym@csir.co.za)	YEAR INVOLVED	SCOPE OF SERVICES OFFERED	ROLE

*TCTA reserves the right to verify the above.*

**FORM 3: ACADEMIC QUALIFICATIONS**

NAME OF QUALIFICATION	INSTITUTION	DATE OBTAINED

- 1. Proof of academic qualifications and copy of membership or registration number must be submitted for points to be allocated.***
- 2. Government Certificate of Competence (GCC) is a requirement for Operations and Maintenance specialist***



**FORM 4: MEMBERSHIP OF PROFESSIONAL ORGANISATIONS**

<b>MEMBERSHIP OF PROFESSIONAL ORGANISATIONS</b>		
<b>CURRENT MEMBERSHIP</b>	<b>ORGANISATION</b>	<b>REGISTRATION NUMBER</b>

- 3. Proof of academic qualifications and copy of membership or registration number must be submitted for points to be allocated.***
- 4. Government Certificate of Competence (GCC) is a requirement for Operations and Maintenance specialist***

**ANNEXURE B: EXTENT OF PERSONNEL EXPERIENCE**

Name of Employer	Summary of Duties	Start Date	End Date	Total No. of Years	Reference Name	Reference Details	Contact

SIGNATURE: .....

NAME OF BIDDER.....

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

**A. REFERENCES**

Submit names and contact details of at least three references who are in a position to comment on your experience and suitability to the role of expert advisor. TCTA reserves the right to contact the reference during the evaluation and adjudication to confirm the information provided.

**B. DECLARATION**

“I \_\_\_\_\_, confirm that the above information is an accurate description of my experience and qualifications and that at the time of signature, I am available and willing to be considered for the TCTA Panel of Experts.”

.....

**Signature**

.....

**Date**

SIGNATURE: .....

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

NAME OF BIDDER.....

## ANNEXURE C: SBD 1 – REQUEST FOR BID MANDATORY

### PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	015/2024/PMID/POE/RFB	CLOSING DATE:	12 December 2024	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF ENGINEERING PROFESSIONALS TO SERVE ON A PANEL OF EXPERT ADVISORS FOR A PERIOD OF 60 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bids to be emailed to <a href="mailto:tenders04@tcta.co.za">tenders04@tcta.co.za</a> before closing date and time					
BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Colbert Makhubele		CONTACT PERSON	Colbert Makhubele	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders04@tcta.co.za		E-MAIL ADDRESS	Tenders04@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B: TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**ANNEXURE D: SBD 4 - DECLARATION OF INTEREST MANDATORY**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish the following particulars:

.....  
 .....

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

2.3.1 If so, furnish the following particulars:

.....  
 .....

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

**3. DECLARATION**

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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

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### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this bid shall be awarded for:

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

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

#### **80/20**

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

Where:

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

$P_t$  = Price of bid under consideration

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

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

### 3.2.1 POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

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

$P_t$  = Price of tender under consideration

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**ANNEXURE F: PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**ANNEXURE G: TAX COMPLIANCE STATUS PIN**

**ANNEXURE H: B-BBEE CERTIFICATION OR SWORN AFFIDAVIT**

**ANNEXURE I: JOINT VENTURE AGREEMENT OF MEMORANDUM OF UNDERSTANDING**



## **ANNEXURE J: B-BBEE SWORN AFFIDAVIT REQUIREMENTS FOR EME AND QSE**

The following information is required for the Sworn Affidavits to be valid: -

1. Name/s of deponent as they appear in the identity document and the identity number;
2. Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit;
3. Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.;
4. Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected;
5. Indicate total revenue for the latest financial year and whether it is based on audited financial statements or management accounts;
6. Full financial year end as per the enterprise's registration documents, which was used to determine the total revenue. Example 28 February 2022;
7. B-BBEE Status level. An enterprise can only have one status level;
8. Nature of business;
9. VAT Number;
10. Date deponent signed and date of Commissioner of Oath must be the same;
11. Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
12. Correct Sector Codes Affidavit to be used.

**ANNEXURE K: PRICING SCHEDULE**

ITEM	SPECIALIST PROPOSED	RATE PER HOUR EXCL VAT	RATE PER HOUR INCL VAT
1			
2			
3			
4			
5			
6			
7			

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

The bidder must submit an hourly billing rate for every proposed individual. TCTA will use the billing rate and BBBEE to rank the Bidders.

TCTA reserves the right to negotiate the proposed individual rate prior to award in line with Department of Public Services rates for consultants as amended from time to time or any other regulatory or governing standards applicable to these services. Prospective bidders will be notified if successful after the Price and BBBEE score and thereafter invited to negotiations. Each award will be subject to successful negotiations between the party and where the parties cannot reach an amicable agreement TCTA reserves the right to not make an award and/or to negotiate with the next successful bidder.

The disbursement and expenses referred to shall be limited as follows:

- the cost of air travel, limited to economy class airfares on the most direct route between the Member’s home base and the destination.
- where a personal vehicle has been used, limited to the tariffs of the Automobile Association of South Africa, based on the engine capacity of the Member’s vehicle and the kilometres travelled by the Member in the provision of the services.
- costs of vehicle hire travelling to and from the airport etc. to TCTA’s premises or to project sites.

- the actual costs of accommodation, limited to a 4-star establishment, and cost of meals incurred.
- the costs of acquiring, copying, capturing and transmitting data, documents, drawings, maps, photographs and the like.
- such other costs directly and necessarily incurred in relation to the provision of the services and subject to TCTA's prior written approval.

In the event that any additional/ancillary services are to be provided by the Member, then such services will be subject to prior written agreement with TCTA which will set out the relevant scope of work and payment provisions in respect thereof.

The Member shall keep complete and accurate records indicating time spent and disbursements incurred in connection with the services. TCTA shall have access to all such records at any reasonable time mutually agreed upon by the Parties.

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

### **PRICE CHANGES (ESCALATION)**

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

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

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

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

Where:

- E = escalation to be included in the present invoice
- P<sub>0</sub> = amount of un-escalated cost included in the present invoice
- I = escalation index for the period in question
- I<sub>0</sub> = escalation index for the base date for escalation

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

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

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

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