



**VOLUME 1**

**INFORMATION FOR TENDERERS**

**TENDER NO 054/2024/PMID/MCWAP2/RFB**

**ABSTRACTION WORKS, PUMPING STATIONS, RESERVOIRS, PIPELINE, RELATED  
MULTIDISCIPLINE WORKS, ANCILLARY WORKS**

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**DEFINITIONS & ACRONYMS**

<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>TENDER SUBMISSION</b>	A Tenderer's written proposal in response to an Invitation for Tenders (Request for Tenders/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 OR CONSORTIUM</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 signed by TCTA and a successful tenderer.
<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 as defined in the Construction Sector Code gazette under section 9 (1) of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003).
<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 tenderer and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

<b>HISTORICALLY DISADVANTAGED ENTITIES</b>	<p>Means entities that are at least:</p> <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>PRICE</b>	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts.
<b>PROCUREMENT SPECIALIST</b>	Any person in the Procurement Unit who is responsible for managing a tender process from start to finish.
<b>PO</b>	A Purchase Order generated by the Procurement Unit after the conclusion of a successful tender process authorising the expenditure against an awarded contract.
<b>QSE</b>	Means a qualifying small business enterprise as defined in the Construction Sector Code gazette under section 9 (1) of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003).
<b>RD</b>	A requesting department within TCTA or its representative.
<b>SPECIFIC GOALS</b>	<p>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.</p> <p>This will include the B-BBEE contributor levels</p>
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**1.1 TENDER NOTICE AND INVITATION TO TENDER**

<b>Tender Reference Number:</b>	054/2024/PMID/MCWAP2/RFB
<b>CIDB Grading Requirement:</b>	Tenderers must have a CIDB contractor grading of 9CE.  In the case of a joint venture the combined contractor grading designation calculated in accordance with Construction Industry Development Regulations is 9CE class of construction work.
<b>Tender Clarification Session:</b>	Non-compulsory
<b>Tender Clarification Session Date and Time:</b>	<b>14 February 2024 at 10:00 (SAST)</b>
<b>Tender Clarification Session Venue:</b>	The hybrid meeting is arranged as follows: <b>A. Online: Microsoft Teams meeting details to join:</b> <b>Meeting ID: 326 580 507 169</b> <b>Passcode: JUWs3Y</b> <b>B. Physical meeting at the following venue:</b> Byls Bridge Office Park Cnr Olievenhoutbosch Road and Jean Avenue Doringkloof Centurion 0157
<b>Site Visit date and Time:</b>	<b>27 February 2024 at 10:00 (SAST)</b>
<b>Site Visit Location:</b>	Thabazimbi and Lephalale area, site coordinates will be shared on the advert websites, 10 days before the visit.
Clarifications Deadline:	26 June 2024 at 16:00 (SAST)
<b>Closing Date and Time:</b>	<b>10 July 2024 at 14:00 (SAST)</b>
<b>Tender Validity Period:</b>	84 Calendar Days
<b>Tender Submission Physical Address:</b>	Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFB No: <b>054/2024/PMID/MCWAP2/RFB</b>  on or before the closing date and time: First Floor Building 9 Byls Bridge Office Park Cnr Olivenhoutbosch & Jean Avenue Doringkloof, Centurion 0046
<b>Enquiries:</b>	<i>Name: G Mnisi</i> <i>Email Address: tenders01@tcta.co.za</i>

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

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

## **1.2 PROJECT BACKGROUND**

Trans-Caledon Tunnel Authority (TCTA) is a listed entity under Schedule 2 of the Public Finance Management Act № 1 of 1999. TCTA was established by Government Notice № 2631 in Gazette № 10545 dated 12 December 1986 as replaced by Government Notice № 277 in Gazette № 21017 dated 24 March 2000. TCTA conducts business as a specialised liability management entity in the funding and implementation of bulk raw water supply infrastructure in the most cost-effective manner for the water consumer.

TCTA's original mandate for the implementation of the South African component of the bi-national Lesotho Highlands Water Project was extended in 1992 to take on all the financial responsibilities of the South African Government under the Treaty. The most recent amendment (March 2000) enables the Minister of Water and Sanitation to direct TCTA to undertake additional functions under Section 103(2) of the National Water Act (Act 36 of 1998). Under this authority, the Minister has issued a directive to TCTA to proceed with the implementation of elements of Mokolo Crocodile River (West) River Water Augmentation Project (MCWAP).

TCTA and DWS retain ownership of all Intellectual Property Rights in the Tender information documents. Tenderers will retain the Intellectual Property Rights in their Tender responses. As a public entity, TCTA is bound by the Preferential Procurement Policy Framework Act, № 5 of 2000 (PPPFA) and the Broad-Based Black Empowerment Act No. 53 of 2003, and its Code of Good Practice.

TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Tender and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website and National Treasury e-tender portal at least 10 (ten) business days prior to the stipulated closing date and time.

Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Tender. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Tenderer to receive information if sent to the e-mail, fax or postal address supplied.

TCTA reserves the right to stipulate additional Tender requirements as it deems appropriate in its sole and absolute discretion. TCTA shall not be liable nor assume liability to any potential Tenderer/s for any failure by such Tenderer/s to receive any request for additional information.

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

TCTA upholds zero tolerance for bribery and corruption and maintains the highest standards of business ethics and corporate governance in the conduct of all facets of its business. In its business relationships and interactions with suppliers, service providers, and business partners, it is a prerequisite that such entities demonstrate a commitment to similar ethical and business standards. In instances where a supplier, service provider, or business partner fails to comply with acceptable standards in this regard, TCTA reserves the right to terminate any existing contractual relationship with such party and to seek recourse for any damages, financial or otherwise, that may result from the termination of such contractual relationship.

In terms of the Infrastructure Development Act, as amended, 2014 (Act no. 23 of 2014) (the Act), the Presidential Infrastructure Coordinating Commission (PICC) designated Phase 2A of the Mokolo Crocodile River (West) Augmentation Project as a Strategic Integrated Project (SIP) on 24 July 2020. Progress on the implementation will be monitored at a high level.

### **1.3 PROJECT SCOPE**

Significant developments are planned for the Waterberg Coalfields, located in the Lephalale area. As a direct result of the aforementioned developments, the water requirements in the Lephalale Area are expected to increase significantly in the future.

Due to the limited water availability in the Lephalale Area, the DWS commissioned a Feasibility Study, which was completed in 2010, for the Mokolo Crocodile (West) River Water Augmentation Project (MCWAP) to establish how the future water requirements could be met.

A Phased Implementation Approach for the Complete MCWAP was defined to increase the supply as the future water requirements grow due to the envisaged developments of the Waterberg Coal Fields. The Feasibility Study was based on initial higher estimated water requirements. However, the Integrated Resource Plan (IRP) of 2010, which was subsequently updated, redefined the Country's future energy mix. Furthermore, Sasol decided to cancel their plans for developing Mafutha. Given the IRP and Sasol's decision, the envisaged future water requirements were significantly reduced and delayed compared to the Water Requirement Scenarios considered during the MCWAP Feasibility Study.

Therefore, the Post Feasibility Bridging Study for the MCWAP-2A involved an Assessment of the Current and Future Water Requirements of the Key Rural, Urban, and Industrial Development Areas in the Lephalale Area and a Review of the Required Transfer Capacity of the MCWAP-2A.

Based on the Conclusions and Recommendations of the Post Feasibility Bridging Study, the MCWAP-2A will be designed for a 75 million m<sup>3</sup>/annum transfer capacity.

The phases of the Mokolo Crocodile Water (West) River Augmentation Project are:

- Phase 1 (MCWAP-1):  
To augment the supply from the Mokolo Dam to supply in the growing water requirements for the interim period until a transfer pipeline from the Crocodile (West) River can be implemented. The MCWAP-1, which has been implemented and is in operation, therefore, optimally utilises the total yield from the Mokolo Dam over the long term and will be operated as an integrated system together with the MCWAP-2A.
- Phase 2 (MCWAP-2A):  
Transfer water from the Crocodile (West) River to the Steenbokpan and Lephalale areas with provision for future supply to Steenbokpan at a location to be instructed by the Engineer, including the implementation of the River Management System (RMS) in the Crocodile (West) River down-stream of the Hartbeespoort and Klipvoor dams, and certain tributaries, up to the proposed Vlieëpoort Weir on the Crocodile (West) River near Thabazimbi.

TCTA Tender 054/2024/PMID/MCWAP2/RFB forms part of the implementation of MCWAP-2A, which develops an initial capacity of 75 million m<sup>3</sup>/annum with allowance for future extension. The requirement for this project includes the Ancillary Works and the establishment of an integrated operational centre for both MCWAP-1 and MCWAP-2A, which is to be located in Thabazimbi.

The implementation of MCWAP-2A is done using one Construction Contract:

- 054/2024/PMID/MCWAP2/RFB Abstraction Works, Pumping Stations, Reservoirs, Pipeline, Related Multidiscipline Works, and Ancillary Works.

Tender 054/2024/PMID/MCWAP2/RFB will therefore be responsible for the implementation of an integrated system and commissioning for MCWAP-2A and the required systems integration with MCWAP-1 and the River Management System (RMS), which are not part of this tender scope. The complete MCWAP will be monitored from a central Operation and Control Centre constructed as part of Tender 054/2024/PMID/MCWAP2/RFB.

The general overall project Scope of the Works, the design and construction work involved is briefly summarised below.

### **Vlieëpoort Diversion Weir and Abstraction Works**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical Control and Instrumentation Works.

### **Low-Lift Pumping Station**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical, Control and Instrumentation Works.

**Low-Lift Rising Main**

- Civil Works (including earth works).
- Supply and delivery of pipes, specials valves, flow meters, etc.
- Pipeline construction; two parallel 1000 mm ND pipelines, 5.3 km each.
- Temporary and permanent cathodic protection.

**Electrical, Control and Instrumentation Work**

- Power supply to Low-Lift Pumping Station (11 kV underground cables along the pipeline route).
- Fibre optic network cable line along the pipeline route.
- Microwave Radio Network (Mast Tower and Microwave Broadband Radio).
- Power supply to valve chambers and low voltage cabling.
- Control and instrumentation.
- Instrumentation cabling.

**Sedimentation Works**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical, Control and Instrumentation Works.

**Balancing Reservoir**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical, Control and Instrumentation Works.

**High-Lift Pumping Station**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical, Control and Instrumentation Works.

**High-Lift Rising Main**

- Civil Works (including earth works).
- Supply and delivery of pipes, specials valves, flow meters, etc.
- Pipeline construction.
- Temporary and permanent cathodic protection.
- Construction of 1400 mm ND rising main welded steel pipeline (27.2km).

**Break Pressure Reservoir**

- Civil Works (including earth works).
- Mechanical Works.
- Electrical, Control and Instrumentation Works.

**Gravity Mains**

Construction of the following welded steel pipelines:

- 1600 mm ND (33 km).
- 1500 mm ND (30.5 km).
- 1400 mm ND (18.5 km).
- 1100mm ND (13 km).
- 900 mm ND (6.3 km).

**Other Control and Instrumentation Works**

Along the High-Lift Rising Main pipeline corridor, Break Pressure Reservoir, Gravity Main pipeline corridor and Off-Takes, the design, documentation, Drawings, manufacture, supply, delivery and installation of Control and instrumentation.

The detailed Scope of Work is contained in Volume 3: Part C3: Scope of Work.

## **T1.2 TENDER DATA**

## 1.2.1 STAGES OF EVALUATION

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

Tender offers will be evaluated in five stages:

Stage 1: Eligibility

Stage 2: Returnables

Stage 3: Functional and Financial Evaluation

Stage 4: Price and Preference

Stage 5: Supplier Vetting

### 1.2.1.1 STAGE 1: Eligibility

- (a) Only those Tenderers who are registered with the CIDB or are capable of being registered prior to the evaluation of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 9CE class of construction work, are eligible to have their tenders evaluated.
- (b) Joint ventures are eligible to submit tenders provided that:
  - Every member of the joint venture that is eligible to conduct business in South Africa is registered with the CIDB.
  - The lead partner has a contractor grading designation in the 8CE or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possesses the required recognition status.
  - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is 9CE class of construction work in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- (c) The Tenderer's members in a case of the joint venture and/or its sub-contractors must have CIDB grading of at least 7ME for mechanical works.
- (d) Each tenderer shall submit only one tender offer for the same project, either as an individual company or as a joint venture.
- (e) The Contractor shall determine the Contract Skills Development Goal (CSDG), expressed in Rands, which shall not be less than the tender sub-total multiplied by a CSDG (%) given in

Table 2 of the Standard for developing skills through infrastructure contracts (No. 48491 Government Gazette, 28 April 2023) for the applicable class of construction works.

- Construction skills development goals for different classes of engineering and construction works contracts.

Designation	Description	Construction skills development goal (%)
CE	Civil Engineering	0.25
ME	Mechanical Engineering	0.25

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

- More than one tender offer has been submitted by the same Tenderer.
- A Tenderer submits or participates in more than one tender proposal.
  - Each Tenderer shall submit only one tender for the same project, either as an individual entity or as a member in a joint venture.
  - No firm can be a subcontractor while submitting a tender individually or as a member of a joint venture in the same tendering process.
  - An entity or firm, if acting in the capacity of subcontractor or designer in any tender, may participate in more than one tender, but only in that capacity.
- The Tenderer or any of its directors/shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Tenderer is not registered and not in good standing with the compensation fund or with a licensed compensation insurer.

**1.2.1.2 STAGE 2: Returnables**

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

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

**1.2.1.3 STAGE 3: Functional and Financial evaluation**

The offers will be evaluated for functionality as per the evaluation criteria set out in Table 1 below (also see Annexure A).

**TABLE 1: FUNCTIONAL EVALUATION CRITERIA**

The tables below forms the Functional Evaluation Criteria assessment. Further details related to the functional evaluation criteria are provided amongst others in Volume T2.2.1 – Returnable Schedules.

Evaluation Element		Maximum Points
<b>Technical Evaluation</b>		<b>Maximum Points</b>
1	<b>Experience and Track Record</b>	160
(Refer to Vol 2 Section T2.2.1 Page E)		
1.1	<p><b>Pipeline Construction Related Experience</b></p> <ul style="list-style-type: none"> <li>•Successfully procured and constructed a minimum of one reference project of a buried welded steel pipeline with ND &gt;= 800 mm and not less than 20 km length in the past twenty (20) years.</li> <li>•Provide details of five completed reference projects for maximum points.</li> <li>•Client reference letters must be attached (not to be evaluated, but submitted as a returnable).</li> <li>•Managed subcontractors and suppliers – Key competencies of the scope of work</li> </ul>	<p>Only projects of pipelines within the range &gt;=800 mm Nominal Diameter (ND) and of 20 km and above will be evaluated. Projects of pipeline diameter &lt; 800 mm ND and of less than 20 km of pipeline will not be allocated points.</p> <p><b>No. of ProjectPoints</b>                      □ - <b>10 points for each buried welded steel pipeline project of &gt;=800 mm ND to a maximum of 50 points</b>                      1 project of &gt;=800 mm of at least 20 km □ <b>10 points</b>                      2 projects of &gt;=800 mm of at least 20 km □ <b>20 points</b>                      3 projects of &gt;=800 mm of at least 20 km □ <b>30 points</b>                      4 projects of &gt;=800 mm of at least 20 km □ <b>40 points</b>                      5 projects of &gt;=800 mm of at least 20 km □ <b>50 points</b></p> <p><b>KMPPoints</b>                      - <b>10 points for additional length of 20 km to a maximum of 50 points</b>                      - 20 km - 39 km □ <b>10 points</b>                      - 40 km - 59 km □ <b>20 points</b>                      - 60 km - 79 km □ <b>30 points</b>                      - 80 km - 99 km □ <b>40 points</b>                      - 100 km and above <b>50 points</b></p>
(Refer to Vol 2 Section T2.2.1 Pages F1 to F5)		
1.2	<p><b>Jet Grouting, Reinforced Concrete, Mechanical, Electrical and Instrumentation</b></p> <ul style="list-style-type: none"> <li>•List two successfully completed projects with Jet Grouting minimum of 10 metres in depth, that involved variable saturated soil conditions (Page F1).</li> <li>•List two successfully completed construction projects with reinforced mass concrete bulk water Abstraction Civil works including river diversion infrastructure with &gt; 2000 m<sup>3</sup> reinforced concrete – (Page F2).</li> <li>•List three pumps design supply and installations projects &gt; 1m<sup>3</sup>/s and &gt; 100 m head (Page F3).</li> <li>•List three successfully completed variable speed drives projects &gt; 2MVA design, supply, and installation projects (Page F4).</li> <li>•List two successfully completed projects with telemetry system installations exceeding 50 km each and with multiple Remote Terminal Unit (RTU) and SCADA (Page F5).</li> </ul>	<p><b>Maximum of 5 Points per project reference which satisfy required relevant experience.</b></p> <ul style="list-style-type: none"> <li>- <b>Jet Grouting:</b> (2 qualifying projects = 10 points), (1 qualifying Project = 5 points), (No qualifying projects = 0 points). <b>[Max. points 10]</b></li> <li>- <b>Reinforced Concrete:</b> - (2 Qualifying Projects = 10 points), (1 Qualifying Project = 5 points), (No Qualifying Projects = 0 points). <b>[Max. Points 10]</b></li> <li>- <b>Pump Stations Design, Supply and Installations Projects:</b> - (3 qualifying projects = 15 points), (2 qualifying Project = 10 points), (1 qualifying Project = 5 points), (No qualifying project = 0 points). <b>[Max. points 15]</b></li> <li>- <b>Variable Speed Drives Design, Supply and Installations projects:</b> - (3 qualifying projects = 15 points), (2 qualifying Project = 10 points), (1 qualifying Project = 5 points), (No qualifying project = 0 points). <b>[Max. points 15]</b></li> <li>- <b>Telemetry's System Installation projects:</b> - (2 qualifying projects = 10 points), (1 qualifying Project = 5 points), (No qualifying projects = 0 points). <b>[Max. Points 10]</b></li> </ul>
2	<p><b>Key Personnel Capabilities</b> (Refer to Vol 2 Section T2.2.1 Pages D1 to D7)</p> <p><b>Resources and deployment:</b> Bidders must submit required CV's in a prescribed format in T.2.2.1 of all key personnel listed here below for evaluation purposes.</p>	114
2.1	<p><b>Construction Manager / Contractor's Representative</b></p> <p><b>Experience:</b> As a Construction Manager with a minimum of 15 years of construction experience in construction of &gt;= 800 mm ND steel pipeline bulk water infrastructure mega-projects with a minimum length of 20 km and/or construction of a mass reinforced concrete bulk water infrastructure abstraction/dam works with one construction project management FIDIC contract experience. If the tenderer separates the role of the Construction Manager and Contractor's Representative, the tenderer shall provide CVs for both roles.</p> <p><b>Qualifications:</b> A degree/diploma or equivalent to NQF level 6 in Construction Management or a degree/diploma in Engineering. All foreign certificates must be accompanied with a SAQA accredited equivalent result.</p>	<p>10 points for 15 years experience</p> <p>10</p> <p>2 points for every one year above 15 years to a maximum of 10 points.</p> <p>10</p> <p>0 points for less than 3 years, 1 point for over 3 - 4 years and 2 points for at least 5 years in Construction FIDIC Contract Experience.</p> <p>2</p> <p>Points for Qualification or Professional registration with either ECSA or SACPCMP or equivalent. If the proposed resource does not meet this criteria, it will not be scored on other elements.</p> <p>Must Meet</p>

Key Personnel Capabilities (Refer to Vol 2 Section T2.2.1 Pages D1 to D7)						
2.2	Site Agent 1 - Pipeline	<p><b>Experience:</b> As a Site Agent with a minimum of 10 years of experience in the construction of &gt;= 800 mm ND welded buried steel pipeline bulk water infrastructure projects with a minimum length of 20 km.</p> <p><b>Qualifications:</b> Qualified in relevant trade, or a qualification (degree, diploma or equivalent) in construction management or engineering.</p> <p><b>Professional Registration:</b> Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent.</p>		16		
			Years relevant construction experience		6 points for 10 years 2 points for every one year above 10 years to a maximum of 8 points.	6 8
			Professional Registration or Qualifications		1 point for Qualification 1 point for Professional registration with either ECSA or SACPCMP or equivalent	2
2.3	Site Agent 2 – River Abstraction/Dam Works	<p><b>Experience:</b> As a Site Agent with a minimum of 10 years of experience in the construction of reinforced concrete structures related to bulk water systems i.e. pipelines, pump stations, reservoirs and valve chambers.</p> <p><b>Qualifications:</b> Qualified in a relevant trade, or a qualification (degree, diploma or equivalent to NQF level 6) in construction management or engineering. All foreign certificates must be accompanied with SAQA accredited equivalent result.</p> <p><b>Professional Registration:</b> Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent. Professional Registration: Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent.</p>		14		
			Years relevant construction experience		6 points for 10 years 2 point for every one year above 10 years to a maximum of 6 points.	6 6
			Professional Registration or Qualifications		1 point for Qualification 1 point for Professional registration with either ECSA or SACPCMP or equivalent	2
2.4	Site Agent 3 - Pump Stations	<p><b>Experience:</b> As a Site Agent with a minimum 10 years of experience in construction/installation of mechanical equipment covering rotating equipment, pumps and pump stations mechanical equipment including related piping works and HVAC installation and commissioning of a pipeline bulk water infrastructure projects. This may include the management of electrical equipment installation covering motors and variable speed drivers installations for pump stations and electrical reticulation installation and commissioning.</p> <p><b>Qualifications:</b> Qualified in a relevant trade, or a qualification (degree, diploma or equivalent to NQF level 6) in construction management or engineering. Additional points will be allocated for professional registration. All foreign certificates must be accompanied with SAQA accredited equivalent result.</p> <p><b>Professional Registration:</b> Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent.</p>		12		
			Years relevant construction experience		6 points for 10 years 1 point for every one year above 10 years to a maximum of 4 points.	6 4
			Professional Registration or Qualifications		1 point for Qualification 1 point for Professional registration with either ECSA or SACPCMP or equivalent	2
2.5	Site Agent 4 – Structures	<p><b>Experience:</b> As a Site Agent with 10 years of experience in the construction of reinforced concrete structures related to bulk water systems i.e. pump stations, reservoirs and valve chambers.</p> <p><b>Qualifications:</b> Qualified in a relevant trade, or a qualification (degree, diploma or equivalent to NQF level 6) in construction management or engineering. All foreign certificates must be accompanied with SAQA accredited equivalent result.</p> <p><b>Professional Registration:</b> Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent. Professional Registration: Additional points will be allocated for professional registration with at least ECSA or SACPCMP or equivalent.</p>		14		
			Years relevant construction experience		6 points for 10 years 2 point for every one year above 10 years to a maximum of 6 points.	6 6
			Professional Registration or Qualifications		1 point for Qualification 1 point for Professional registration with either ECSA or SACPCMP or equivalent	2
2.6	Integration Manager	<p><b>Experience:</b> An Integration Manager with a minimum of 10 years experience on multidisciplinary bulk water projects of similar scope.</p> <p><b>Qualifications:</b> A relevant degree, diploma or equivalent to NQF level 6 in Construction Management, Project Management or Engineering. All foreign certificates must be accompanied with SAQA equivalent result.</p>		12		
			Years relevant construction experience		6 points for 10 years 2 point for every two year above 10 years to a maximum of 6 points.	6 6
			Qualifications		Must meet requirements. If the proposed resource does not meet this criteria, it will not be scored on other elements.	Must Meet
2.7	Environmental Officer	<p><b>Experience:</b> As Environmental Officer with minimum 10 years experience on projects of similar scope. Environmental management experience shall cover the requirements for controlling the impact of construction activities on the environment, specifically relating to the biophysical environment. Such experience shall include the management of Critical Biodiversity areas in relation to contractors construction activities and operations to carry out the Works, but also with the control of how the operations are carried out. Such experience shall further demonstrate the knowledge in all relevant legal requirements and international best practices as it relates to the environmental requirements on an ongoing basis throughout the construction period.</p> <p><b>Qualifications:</b> A natural sciences degree/diploma or equivalent in Environmental Management, and registered with SACNASP and/or EAPASA.</p>		8		
			Years relevant construction experience		5 points for 10 years 1 point for every two years above 10 years to a maximum of 3 points.	5 3
			Professional Registration or Qualifications		Points for Qualification or Professional registration with either SACNASP and/or EAPASA. If the proposed resource does not meet this criteria, it will not be scored on other elements.	Must Meet
2.8	Health and Safety Manager	<p><b>Experience:</b> A Construction Health and Safety Manager with a minimum 10 years experience on Construction Sites. The CV must indicate their experience where they were responsible of the prevention of unhealthy and unsafe working conditions and practices and for the promotion of a healthy Site and safe working practices on the Site in so far as such conditions and practices affect his employees and any other persons while present on the Site.</p> <p><b>Qualifications:</b> registered and in good standing with the SACPCMP in the designation as a CHSM, or equivalent to NQF level 6 as provided for in the Bid document in Volume 3, Part C3.1, Specification Section 2 Occupational Health and Safety. All foreign certificates must be accompanied with SAQA accredited equivalent result.</p>		8		
			Years relevant construction experience		5 points for 10 years 1 point for every one year above 10 years to a maximum of 3 points.	5 3
			Professional Registration or Qualifications		Points for Qualification or Professional registration with either SACPCMP. If the proposed resource does not meet this criteria, it will not be scored on other elements.	Must Meet
2.9	Social Officer	<p><b>Experience:</b> As Social Officer with a minimum of 10 years experience on projects in South Africa. Social Officer must in the CV indicate the experience on legislation and international best practices application, paying attention to potential impacts on landowners, occupiers, farmers, neighbours, local communities and assisting clients to obtains a social license to operate.</p> <p><b>Qualifications:</b> A degree in Social Sciences, Public Relations, Development Studies, Communication, archaeology, anthropology, related Qualification in Social Studies domain, a degree in Environmental Management or equivalent to NQF level 6. All foreign certificates must be accompanied with SAQA accredited equivalent result.</p>		8		
			Years relevant construction experience		5 points for 10 years 1 point for every two years above 10 years to a maximum of 3 points.	5 3
			Qualifications		Must Meet Requirements. If the proposed resource does not meet this criteria, it will not be scored on other elements.	Must Meet

3	<b>Construction Management Plan: The Applicant shall submit preliminary Construction Management Plans related to the following key construction activities listed below related to each of the Plans.</b>		<b>Maximum Points</b>
	Construction Management Plan shall comply with the project specifications and contractual requirements. Nothing in the Construction Management Plan submitted with the tender submission shall be construed to supersede any section of the Specifications or other requirements of the Contract. <b>Responsive</b> - Submitted = 1 <b>Not responsive</b> - Not submitted = 0		8
	<b>CMP: Organisational Structure and Resource Plan</b>		<b>Maximum Points</b>
3.1	Bidders must submit the organisational structure indicating the deployment of key and additional resources required to meet the tender requirements. Bidders must also submit the construction team structure indicating resource deployment covering the planned work fronts and work areas clearly indicating key disciplines resources deployment in consideration of the project requirements and specifications as listed here below: - Overall Construction Management Team/Resources - Construction Supervision and/or Site Agents for various work front/ fronts and work areas as per the Tenderer Construction Management Approach and respective management plan. - Environmental Management Team - Health and Safety Management Team - Social Management Team - Site Management - Procurement Team - Material Management		1
	<b>CMP V1: Pipeline Construction – Management Plan</b>		<b>Maximum Points</b>
	<b>Construction Related</b>		
	<b>ITEM</b>	<b>DESCRIPTION</b>	
3.2	CMP V1.1	Indicate the critical aspects that will be considered / managed associated with pipeline trench excavations and borrowed construction material handling, with specific reference to: . How the different pipeline construction servitude widths will be managed including the handling of various excavated and borrowed construction material within the construction servitude (provide diagrams of the servitude cross sections). - Management of pipeline construction along the servitude, with specific reference to different soil conditions, as well as within dolomitic areas and related constraints such as Bat Cave, Marshall Eagle, Game Farming, but limited to: - Construction processes to be followed. - Pipeline Construction plant/equipment to be used throughout duration of project. - Management and disposal of excavated trench material. - Traffic management. - Landowners and occupiers crossing the servitude. - The logistics, handling and storage of pipes, covering delivery to storage areas and within the construction servitude.	1
	CMP V1.2	Provide details related to how the laying of the pipes in the trench and the alignment of the pipe ends to facilitate welding of the field joints will be done, as well as the key personnel and plant to be used.	
	CMP V1.3	Provide a plan indicating how the welding, coating and lining of the pipe field joints for the various pipe diameters will be coordinated and managed, inclusive of the required inspections and quality control tests, to ensure it will not impact negatively on the pipeline construction train.	
	CMP V1.4	What measures will be implemented / actions taken to prevent floatation of the laid pipes and/or damage to the pipe bedding, associated with unwanted stormwater ingress into the pipe trenches, or to channel stormwater streamflow across the pipeline construction servitude?	
	CMP V1.5	Provide details related to the procedures to be implemented during the placement / compaction of the pipeline bedding material to prevent damage to the pipeline coating.	
	CMP V1.6	What are the most important aspects that should be considered and how they will be taken care of to successfully complete the Matlabas river crossing construction with compliance to health, safety and environmental requirements?	
	<b>CMP V2: Temporary Works for Abstraction Works – Construction Management Plan</b>		<b>Maximum Points</b>
	<b>Construction Related</b>		
	<b>ITEM</b>	<b>DESCRIPTION</b>	
3.3	CMP V2.1	What storm water and flood management measures will be put in place to protect the Works.	1
	CMP V2.2	Illustrate, at a high level with a Gantt chart, how the temporary river diversion sequence will be undertaken to enable safe construction process.	
	CMP V2.3	Provide details on how the flood risk will be managed to safe guard, personnel and equipment/plant.	
	<b>3.4</b>		
	<b>CMP V3: Abstraction Works, Excavations and Preparation at the Diversion Weir, Diversion Works and Low Lift Pumping Station Construction Management Plan</b>		<b>Maximum Points</b>
	<b>Construction Related</b>		
	<b>ITEM</b>	<b>DESCRIPTION</b>	
3.4	CMP V3.1	Indicate the specific approach that will be adopted for the proposed site related to the required foundation treatment to support concrete structures located in areas with deep waterlogged sediment, taking account of the known geotechnical conditions, as well as highlighting potentially required additional geotechnical investigations.	1
	CMP V3.2	Indicate the proposed drilling process and jet grouting methodology / methodologies and operations to be employed at the river (abstraction works). Such methodology shall consider technical, social, environmental, legal and the project specifications requirements.	
	CMP V3.3	Provide details of the resources including the Sub-Contractors (if any) that will be used, as well as any critical plant and equipment requirements.	
	CMP V3.4	Provide details related to the handling and sourcing of construction materials associated with the platform construction, inclusive of the required concrete production, placement of concrete, management of plant / vehicles at the Site. The Tenderer must also state how the following will be dealt with: 1. Material haulage from various sources to respective construction areas 2. Handling and disposal of excess material and waste 3. Water Management to avoid pollution during construction 4. Flood risk management plan	
	<b>CMP V4: Project Integration Management Plan</b>		<b>Maximum Points</b>
	<b>Construction Related</b>		
	<b>ITEM</b>	<b>DESCRIPTION</b>	
3.5	CMP V4.1	Provide details of how the procurement of long lead items will be integrated with the construction activities to ensure that the project commissioning and trial operations processes will not be delayed.	1
	CMP V4.2	What processes will be implemented / tools utilised to effectively integrate and coordinate project execution, covering; planning, monitoring, reporting, risk management, change management, commissioning, and the management of the construction team/personnel.	
	CMP V4.3	Provide details, with relevant specification references, related to the integrated approach that will be followed throughout the construction project to achieve successful Test on Completion. It must also be demonstrated that Tests on Completion is a process that commence soon after project start-up.	
	CMP V4.4	Provide details on how the Suppliers and Sub-Contractors will be integrated and managed as part of the overall construction, commissioning and delivery management approach.	
	<b>CMP V5: Occupational Health, Safety and Security Construction Management Plan</b>		<b>Maximum Points</b>
3.6	CMP V5.1	What measures will be taken daily to ensure the safety of workers working within and alongside the pipeline trenches?	1
	CMP V5.2	What measures will be taken on a daily basis to ensure the safety of workers working with jet grouting equipment and in close proximity to jet grouting operations.	
	CMP V5.3	What measures will be taken to ensure the safety of personnel working in proximity to ESKOM powerlines?	
	CMP V5.4	What measures will be taken to ensure the safety of personnel commuting to and from worksites?	
	CMP V5.5	What security measures will be implemented throughout the project duration to secure the site office, personnel, National Key Points, Contractors stores, and yard. Contractor's plant and equipment, and the construction site.	

CMP V6: Environmental Construction Management Plan			Maximum Points
3.7	CMP V6.1	Elaborate on how the drift fence approach, for two (2) kilometres (km) at a time, for the rescue and relocation of fauna and flora that may be found during the construction of the pipeline will be implemented and integrated into the normal pipelaying activities. (Note: Search and rescue of fauna and flora species may only commence after acquiring the necessary permits from the National and Provincial Authorities).	1
	CMP V6.2	Provide details on how the hydrocarbons and hazardous waste will be managed to effectively mitigate environmental impact.	
	CMP V6.3	Provide details on how erosion will be controlled / arrested downstream of stormwater release points.	
	CMP V6.4	Continuous monitoring of noise, dust, and water quality is the Contractor's responsibility. What provisions will the Contractor make in all noise, dust, and visual, sensitive areas to reduce dust fallout, visual, and noise impacts on sensitive receptors such as schools, game breeding and hunting areas.	
	CMP V6.5	Elaborate on the environmental themes that will be monitored by the contractor when constructing the pipeline crossing across the Matlabas River, specifically related to water quality and the aquatic themes.	
	CMP V6.6	Vibration from construction machinery and equipment may cause damage and/or disturbances at nearby structures, especially houses, buildings, ruins, farm dams, water troughs, bat cave etc. Elaborate on what baseline information will be used to identify such structures, and what steps will be taken to record the condition of such structures before and after activities that may cause vibration including the mitigation measures.	
	CMP V6.7	Provide details on the management and mitigation measures that will be implemented to address excess grout and concrete disposal with a focus on avoiding negative environmental and social impacts.	
CMP V7: Social Construction Management Plan			Maximum Points
3.8	CMP V7.1	Elaborate on Land Access Arrangements to privately owned farms and Interactions with Landowners, before accessing the temporary and permanent servitudes for pre-construction and construction activities. What systems and measures will be put into place to establish and maintain good relationships with property owners, and occupiers adjacent to, including the project area people, needing to cross the pipeline construction servitude.	1
	CMP V7.2	Provide details on how interaction with Landowners and occupiers regarding the management of upstream control of stormwater and downstream release of stormwater will be managed.	
	CMP V7.3	Elaborate on how complaints (instances in which a landowner or occupier is dissatisfied with any aspect of Contractor behaviour/activities) and claims (instances in which a landowner or occupier demands compensation for damages caused by the Contractor or as restitution for the cause of a complaint) will be handled.	
	CMP V7.4	Managing security concerns is critical for the success of this Project, especially within the Matlabas area. Considering the extent of construction related activities, including the number of employees, vehicles, equipment, material, and the like, determine and define appropriate security intervention measures.	
	CMP V7.5	The purpose of stakeholder and community engagement is to give effect to the need for building good relations, transparency, and inclusion in the process of implementing the Project. Considering the duration of activities at the weir construction, as well as the extent and intensity of activities at this location, please indicate: · How you will liaise with the project stakeholders and affected communities prior to the commencement of site establishment, including upstream and downstream stakeholders. · Also provide notes on how this will be maintained for the duration of the Project. · What project structures / forums will be used for inclusive communication and information dissemination?	
4	<b>Financial Evaluation</b>		<b>35</b>
<b>Maximum Possible Allocation &amp; Evaluation Score</b>			<b>317</b>
<b>Points to be achieved to qualify to the next stage of Pricing and Specific Goals</b>			<b>222</b>

**Tenderers must achieve a minimum of 222 points of Functionality to qualify for Stage 4 Price and Preference.**

**TABLE 2: FINANCIAL CAPACITY**

The tenderer must demonstrate access to available liquid assets, unencumbered real assets, lines of credit and other financial means to meet the cash flow demands of the MCWAP-2A project. The tenderer shall submit the following documents for this purpose:

- i) Audited Annual Financial Statements for the past 5 years signed off by a qualified financial auditor;
- ii) Projected revenue for the next two years;
- iii) Statement from Tenderer’s Bank(s) of credit facilities currently in place; and Letter from a registered RSA financial institution acceptable to TCTA confirming they would provide a 10% of the accepted contract amount as Performance Security – Demand Guarantee to the Tenderer.

TABLE 2: FINANCIAL CAPACITY								
<b>4</b>	<b>Financial Standing (Please provide as required below)</b>							
	The Applicant must submit appropriate information to indicate the adequacy of the financial resources to the company/joint venture							
<b>4</b>	<b>Turnover Values (as per Annual Financial Statements) (ZAR)</b>							
	Turnover	Points	Year 1	Year 2	Year 3	Year 4	Year 5	
	>5billion	10						
	>4-5 billion	8						
	>3-4 billion	6						
	1-3 billion	4						
	<1billion	2						
<b>4</b>	Free Cash-Flow available to ensure sufficient cash resources to support project at any point in time							
	<b>Cash and Cash Equivalent</b>							
	Average Working Capital (ZAR)							
	>750 million	10						
	>600 - 750 million	8						
	>450 - 600 million	6						
	150 - 450 million	4						
	<150 million	2						
<b>4</b>	The liquidity as expressed by Current Ratio is calculated as the assets divided by the current liabilities							
	<b>Average Current Ratio</b>							
	>1,4	5						
	1.4	4						
	1.3	3						
	1.2	2						
	1.1	1						
	<1,1	0						
<b>4</b>	The Solvency Ratio is expressed as total assets divided by total liabilities							
	<b>Average Solvency</b>							
	>1,4	5						
	1.4	4						
	1.3	3						
	1.2	2						
	1.1	1						
	<1.1	0						
<b>5</b>	The Debt Equity Ratio. Ratios in between will be pro-rata of the score							
	<b>Debt Equity Ratio</b>							
	Average							
	<0.5	5						
	0.5 - 0.75	4						
	0.76 - 1.0	3						
	>1.0 - 1.5	2						
	>1.5	0						
<b>Maximum Possible Allocation &amp; Evaluation Score</b>								<b>35</b>
<b>Financial Returnable Documents</b>								
i)	Audited Annual Financial Statements for the past 5 years signed off by a qualified financial auditor;							
ii)	Projected revenue for the next two years;							
iii)	Statement from Tenderer's Bank(s) of credit facilities currently in place; and Letter from a registered RSA financial institution acceptable to TCTA confirming they would provide a 10% of the accepted contract amount as Performance Security – Demand Guarantee to the Tenderer.							

**The client reserves the right to make a determination on the Tenderer's financial capacity.**

#### 1.2.1.4 STAGE 4: Price and Preference evaluation

**Price:** The maximum price points available are 90.

It is compulsory for all Tenderers to price all items in Option 1 of the Bill of Quantities. Some items in the Bill of Quantities require the main and the alternative option to be priced by the Tenderer.

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

**Preference:**

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

**TABLE 3: SPECIFIC GOALS**

The following criteria to allocate specific goals will be applied and Annexure T2.1-9 in Part T2.1.1 will be used to evaluate the criteria below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant Contributor	0

#### 1.2.1.5 STAGE 5: Supplier Vetting Capacity Evaluation

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

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

## 1.2.2 STANDARD CONDITIONS OF TENDER

### C.1.1 General

#### C.1.1.1 INTRODUCTION

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

- Implementation of the Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No.36190 of 25 February 2013;
- Implementation of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48491 of 28 April 2023.

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

The Tender conditions below are applicable in addition to the conditions provided for in the standard for uniformity. In the instances where there is a conflict between these conditions and the standard for uniformity, the provisions of the standard for uniformity will prevail. Each item below is cross-referenced to the relevant clause in the Annexure C: Standard Conditions of Tender to which it mainly applies.

#### C.1.1.2 CODE OF CONDUCT

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

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

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

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

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

- a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
- b) Comply in all respects with the Employment Equity Act, in line with TCTA's commitment to redress the racial makeup of the South African economy.
- c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimise the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.
- d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
- e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- g) Comply with all local minimum working age laws and requirements and not utilise child Employees under the legal minimum working age of the respective region or shall not be less

than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.

- h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- j) Not require workers to work more than the maximum hours of daily labour set by the Department of Employment and Labour; ensure that overtime is paid in accordance with applicable laws.
- k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

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

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

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

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

### **C.1.1.3 FRONTING**

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

TCTA, in ensuring that Tenderers conduct themselves in an honest manner will, as part of the tender evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the tender document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the

Department of Trade, Industry and Competition be established during such enquiry / investigation, the onus will be on the Tenderer to prove that fronting does not exist.

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

#### **C.1.1.4 DETAILS OF ENGINEER**

The Engineer responsible for the Tender design and specification is GBN-JV Consultants. The consulting joint venture comprises of GIBB (Pty) Ltd, Bigen Africa Services (Pty) Ltd and Nyeleti Consulting (Pty) Ltd.

#### **C.1.1.5 PROJECT CONFIDENTIALITY**

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

#### **C.1.1.6 PROTECTION OF PERSONAL INFORMATION ACT**

- (a) By participating in this tender process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- (b) You (the Tenderer, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- (c) Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- (d) TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- (e) As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.

- (f) We may collect the following information about you:
- Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
  - Information about your beneficial owner if we are required to do so in terms of POPIA.
  - Records of correspondence or enquiries from you or anyone acting on your behalf.
  - Details of transactions you carry out with us.
  - Details of contracts you carry out with us; and
  - Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints
- (g) If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- (h) Why we collect Personal Information:

#### Employee and Contractor Information

- To Remunerate the person.
- To comply with laws authorising or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- To conduct criminal, credit, employment reference and other related reference checks.
- To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

#### Client Information

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

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

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

#### (i) Sources of Personal Information

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

#### (j) The Storage of Personal Information

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

(k) Sharing of Personal Information

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

### C.1.2 Tender Documents

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

- Volume 1 Tendering Procedures
- Volume 2 Returnable Documents
- Volume 3 Contract

### C.1.3 Interpretation

**a) Replace sub-clause C.1.3.2 with:**

All documents forming part of the tender process excluding the Tender Data, will also form part of the contract document.

### C.1.4 Communication and Employer's Agent

**b) Replace the title and sub-clause with:**

#### **Communication during tender period**

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

#### **The Receiving Officer**

Trans-Caledon Tunnel Authority (TCTA)

Email: [tenders01@tcta.co.za](mailto:tenders01@tcta.co.za)

## **C.1.6 Procurement procedures**

### **C.1.6.1 *Replace the sub-clause with:***

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

#### **C.1.6.2.2 *Replace the first sentence with:***

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

**Delete sub-clause C.1.6.2.3**

**Delete sub-clause C.1.6.2.4**

**Delete sub-clause C.1.6.3.1**

## **C.2 TENDERER'S OBLIGATIONS**

### **C.2.7 Clarification meeting**

#### **c) *Add the following:***

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

The Tenderer shall bear all costs associated with his visit or visits to the site and his attendance at the tender clarification meeting. Tenderers are at liberty to visit the site at other times during the Tender Period subject to making reasonable prior arrangements with the Employer. The period for such a request shall not be less than 1 week to the date where the Tenderer wants to visit the site.

The Tenderer and any of his personnel or agents who enter upon the site or the Employer's premises for the purpose of such inspection will release and indemnify the Employer and his personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the Employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence

of the Employer. The Tenderer will provide their own transport and vehicles to site visit and meetings. [Such indemnities shall be given to the Employer prior to the start of any site visit and shall be accompanied by a notarised copy of a resolution of the Tenderer's Managing Board to provide the indemnity executed by the person named in the indemnity].

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

### **C.2.13 Submitting a tender offer**

#### **C.2.13.3 Replace sub-clause with:**

##### **Functional Offer (Envelope 1):**

**Submit one (1)** original set of Tender documents (as defined in **C.1.2**) duly completed and signed as relevant to envelope 1, i.e. **forms and returnables** in **Volumes 1 and 2**; plus **four (4) photocopies** and a **digital copy on a USB-DISK** shall be submitted together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details.

##### **Financial Offer (Envelope 2):**

**Submit one (1)** original and **two (2) photocopies** of the **Financial Offer**, plus **one (1) USB-DISK containing the digital priced Bill of Quantities** (Microsoft Excel format) in **Volume 2** together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details.

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

#### **d) Add sub-clauses**

##### **C.2.13.10 Delivery of Tender**

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

##### Physical address:

Trans-Caledon Tunnel Authority (TCTA)

First Floor

Block 9 Byls Bridge Office Park

Cnr Olivenhoutsbosch & Jean Avenue

Doringkloof, Centurion

0046

Identification details to be used on each package:

**Functional offer (Envelope 1):**

**“ORIGINAL FUNCTIONAL OFFER: 054/2024/PMID/MCWAP2/RFB Abstraction Works, Pumping Stations, Reservoirs, Pipeline, Related Multidiscipline Works and Ancillary Works.”**

and four (4) copies:

**“COPY OF FUNCTIONAL OFFER: 054/2024/PMID/MCWAP2/RFB Abstraction Works, Pumping Stations, Reservoirs, Pipeline, Related Multidiscipline Works and Ancillary Works”**

**Financial offer (Envelope 2):**

**“FINANCIAL TENDER OFFER: 054/2024/PMID/MCWAP2/RFB Abstraction Works, Pumping Stations, Reservoirs, Pipeline, Related Multidiscipline Works and Ancillary Works”**

and two (2) copies:

**“COPY OF FINANCIAL TENDER OFFER: 054/2024/PMID/MCWAP2/RFB Abstraction Works, Pumping Stations, Reservoirs, Pipeline, Related Multidiscipline Works and Ancillary Works”**

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

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

**C.2.14 Information and data to be completed in all respects**

• ***Add the following:***

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

## **C.2.16 Tender offer validity**

### **C.2.16.1 Replace sub-clause with:**

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

## **C.2.20 Submit securities, bonds and policies**

- **Add the following:**

As part of the Tender Offer, the Tenderer is required to provide a Tender Security of 1% of the tendered price and in the format provided in Returnable Documents.

The Tender Security shall be provided by a reputable bank or any other institution acceptable to the Employer. The Tender Security provided by unsuccessful Tenderer will be returned to the respective Tenderer not later than 28 calendar days after the Employer has awarded the contract. The successful Tenderer's Tender Security will be returned within 28 calendar days after formal acceptance by the Employer of the Performance Security.

The Employer may demand payment against the Tender Security:

- a) If a Tenderer withdraws his Tender during the period of Tender validity; or
- b) If due to any misconduct by the Tenderer, the Tender is rejected; or
- c) If a successful Tenderer fails to furnish the required Performance Security within the specified time limit.

## **C.2.22 Return of tender documents**

- **Delete clause C.2.22.**

## **C.2.23 Certificates**

- **Add the following:**

The Tenderers (including all JV members) shall submit all the certificates listed in T2.1.1 in Volume 2.

### C.3 THE EMPLOYER'S UNDERTAKINGS

#### C.3.4 Opening of tender Submissions

- **Delete clause C.3.4**

#### C.3.5 Two-envelope system

- **Replace C.3.5.1 with:**

The Tender Offer will be closed at:

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

##### **Functional Offer (Envelope 1)**

Functional Offer will not be opened in public. TCTA will publish the names of the tenders received within 10 calendar days after the Tender closing date.

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

##### **Financial Offer (Envelope 2)**

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

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

TCTA will publish the names of the tenders received within 10 calendar days after financial tender opening.

#### C.3.7 Grounds for rejection and disqualification

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

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

- Stage 1: Meet the Eligibility requirements.
- Stage 2: To submit mandatory returnable documents.

- Stage 3: To achieve at least 222 points on overall functional evaluation.
- Stage 4: To submit the pricing schedule/Bill of Quantities as stipulated in Part C2: Pricing Data and Preference.
- Stage 5: To meet supplier vetting requirements.

### **C.3.17 Provide copies of the contracts**

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

## **Annexure A: Evaluation Criteria**