



VOLUME 1

INFORMATION TO TENDERERS

RFB NO: 050/2023/PMID/SHUTDOWN/RFB

CONTRACTOR SERVICES TO PROVIDE LHWP 2024 SHUTDOWN OUTAGE – INSPECTION AND REPAIRS OF DELIVERY TUNNEL NORTH (DTN) AND EROSION PROTECTION TO ASH RIVER - (6 MONTH SHUTDOWN)

OVERALL TABLE OF CONTENTS**Volume 1 Tendering Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

Volume 2 Returnable Documents

- T2.1 List of Returnable Documents
- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the contractor)
- C2.2 Bill of Quantities
- T2.2 Returnable Schedules

Volume 3 Contract

- C1.2 Contract Data (Part 1: Data provided by the Employer)

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Works

- C3.1 Scope of the works
- C3.2 Procurement
- C3.3 Work Activities
- C3.4 Specifications

Part C4: Site Information

- C4 Site Information

Part D1: Drawings**Part D2: Pro-Forma Documents****Annexure 1 – DWS 9900 Standard Corrosion Specification**

DEFINITIONS & ACRONYMS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
TENDER SUBMISSION	A Tenderer's written proposal in response to an Invitation for Tenders (Request for Tenders/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003.
CIDB	Construction Industry Development Board as established by Act 38 of 2000.
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement signed by TCTA and a successful tenderer.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract.
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	Means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
FIRM PRICES	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the 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.
HISTORICALLY DISADVANTAGED ENTITIES	<ul style="list-style-type: none"> • Means entities that are at least: • 51% black owned; • 51% owned by black youth; • 51% owned by black women; • 51% owned by black people with disabilities; • 51% owned by black people in rural areas, underdeveloped areas or townships; • a co-operative that is 51% owned by black people. • 51% owned by black people who are military veterans.
LOWEST ACCEPTABLE TENDER PRICE	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PRICE	Means an amount of money for goods or services and includes all applicable taxes less all unconditional discounts.
PROCUREMENT	Any person in the Procurement Unit who is responsible for managing a

SPECIALIST	tender process from start to finish.
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful tender process authorizing the expenditure against an awarded contract.
QSE	Means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
RD	A requesting department withing TCTA or its representative.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. This will include the B-BBEE contributor levels
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
DTN	Delivery Tunnel North.

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Bid Reference Number:	050/2023/PMID/SHUTDOWN/RFB
CIDB Grading Requirement:	It is estimated that tenderers must have a CIDB contractor grading of 9CE or higher.
Briefing Session:	Compulsory
Briefing Session Date and Time:	04 April 2024, 10h00am
Briefing Session Venue:	Maluti Mountain Lodge conference room, Clarens, 9707
Clarifications Deadline:	At least five (5) working days before the closing time i.e. 23 April 2024.
Site Visit:	Compulsory
Site Visit Location	Site Visit will leave from Maluti Mountain Lodge co-ordinates -28.502119, 28.420446
Closing Date and Time:	30 April 2024 at 14h00
Bid Validity Period:	84 Calendar Days
Bid Submission Physical Address:	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: 050/2023/PMID/SHUTDOWN/RFB on or before the closing date and time: First Floor Building 9 Byls Bridge Office Park Cnr Olivenhoutsbosch & Jean Avenue Doringkloof, Centurion 0046
Enquiries:	Name: Colbert Makhubele Email Address: tenders04@tcta.co.za
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).

TCTA and Department of Water and Sanitation (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.

1.3. PROJECT SCOPE

A system outage is required in 2024 for scheduled maintenance works in accordance with the requirements of the Tunnel Operations and Maintenance (O&M) manuals as well as the 2019 outage recommendations. The O&M manuals specify that inspections and maintenance of the tunnels should be done at intervals not shorter than five years and at intervals not exceeding 10 years.

The 2019 shutdown identified the need to install electric hoists and replace the dewatering and sump pumps at both the dewatering shafts prior to the outage to ensure effective dewatering of the tunnel. After dewatering the DTN is to be cleaned, inspected and repairs are to be undertaken to Pre-Cast Segmental Lining sections, concrete sections and the steel sections are to be sandblasted and recoated to ensure the service life of tunnel is maintained. An inspection and erosion mitigating measures are required along the Ash River to minimise further erosion along the Ash River reaches. All valves are to be inspected and reconditioned to ensure future operational requirements are maintained.

OVERVIEW OF THE WORKS

The scope of work includes Site Establishment & Mobilization of all Resources including competent personnel with relevant experience, equipment and tools, spares, material, transportation, delivery to site, storage, repairs, testing & commissioning, performance guarantee testing, and handing over to TCTA.

The contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises in the two agreed developmental areas.

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

EXTENT OF THE WORKS

The extent of the works for the 2024 shutdown is for all repair works for Mechanical, Electrical, Civil and General engineering repairs of the Delivery Tunnel North and Ash River of the Lesotho Highlands Water Project 1.

T1.2 TENDER DATA

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: Compulsory briefing session and site visit

Stage 3: To submit mandatory returnable documents

Stage 4: Functional Evaluation

Stage 5: Preference Points Scoring

Stage 6: Supplier Vetting

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 any further.
- (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 one company with a CIDB grading of at least 5ME for mechanical works.
- (d) 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.

FAILURE TO MEET THE ELIGIBILITY CRITERIA WILL RESULT IN A BIDDER BEING DISQUALIFIED AND NOT EVALUATED ANY FURTHER.

STAGE 2: COMPULSORY BRIEFING SESSION AND SITE VISIT

TCTA will refer to the attendance register to confirm if a bidder attended the compulsory Briefing Session and Site Visit.

FAILURE TO ATTEND A COMPULSORY BRIEFING SESSION AND SITE VISIT WILL RESULT IN A BIDDER BEING DISQUALIFIED AT THIS STAGE AND NOT EVALUATED ANY FURTHER.

STAGE 3: RETURNABLE

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.

STAGE 4: FUNCTIONAL EVALUATION

The offers will be evaluated for functionality as per the evaluation criteria set out in Table 1 hereafter.

TABLE 1: FUNCTIONAL EVALUATION CRITERIA

The tables below forms the Functional Evaluation Criteria assessment. Further details related to the functional evaluation criteria are provided in Form B1 : Schedule of Work Experience for the Company Experience and Forms B2.1 to B2.3 Schedule of Key Personnel Experience for the listed Key Personnel.

Tenderers must complete and submit Forms B1, B2.1, B2.2 and B2.3 to score points.

	Functionality	Maximum Score
1	Company Experience	
1.1	<p>Experience of refurbishment of steel pipelines or steel lined tunnels of a diameter of > 1.2m.</p> <p>5 points will be allocated per project completed and 0 points for non-completed projects up to a maximum of 30 points</p> <p>Tenderers should submit final completion certificates signed by the Engineer or Employer. Failure to submit the certificate will result in points not awarded.</p>	30
1.2	<p>Experience of maintenance or refurbishment of bulk water conveyance systems or pressurised water tunnels.</p> <p>5 points will be allocated per project completed up to a maximum of 20 points</p> <p>Tenderers should submit final completion certificates signed by the Engineer or Employer. Failure to submit certificate will result in points not awarded.</p>	20
	Sub-Total 1: Company Experience	50
2	Key Personnel	
2.1	<p>Contracts Manager</p> <p>The proposed resource must have the following:</p> <ul style="list-style-type: none"> at least 10-years' experience in contract management and administration of infrastructure projects, valid professional registration with ECSA or SACQSP or internationally recognised equivalent. experience as Contracts Manager on at least two projects with a Construction value of R100m (Inc VAT) or more otherwise no points will be awarded for this section. <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section.</p> <p>Once proof of professional registration has been confirmed points will be allocated as follows:</p> <ul style="list-style-type: none"> 0 points for less than 10 years' experience in infrastructure projects and not operating as a Contracts Manager on at least two projects with a Construction value of R100m (Inc VAT) 10 points for the first 10 years' experience in infrastructure projects and operating as a Contracts Manager on at least two projects with a Construction value of R100m (Inc VAT) 1 point for each additional year of experience to a maximum of 10 points. 	20
2.2	<p>Corrosion Protection Specialist</p> <p>The proposed resource must have at least 10-years' experience on bulk water infrastructure or maintenance of steel pipes in wet conditions - of sizes of > 1.2m diameter, mechanical equipment's-pipes, valves, structural steel, with professional registration ECSA and SAQCC-Corrosion Protection or NACE international institute on corrosion/coatings or equivalent.</p> <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section.</p>	20

	<p>Once proof of professional registration has been confirmed points will be allocated as follows:</p> <ul style="list-style-type: none"> • 0 points for less than 10 years' experience • 10 points for first 10 years' experience • 1 point for each additional year of experience to a maximum of 10 points. 	
2.3	<p>Health and Safety Manager</p> <p>The proposed resource must have at least 5-years' experience in health and safety protocols in construction and maintenance projects.</p> <p>Registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as Manager.</p> <p>If proof of professional registration certificate copy or number is not provided no points will be awarded for this section</p> <p>Once proof of professional registration has been confirmed points will be allocated as follows:</p> <ul style="list-style-type: none"> • 0 points for less than 5 years' experience • 5 points for the first 5 years' experience • 1 point for each additional year of experience to a maximum of 5 points 	10
	Sub-Total 2: Key Personnel	50
	Maximum Points	100

TENDERERS MUST ACHIEVE AN OVERALL MINIMUM OF 60 POINTS OF THE TOTAL FUNCTIONALITY BUT MAY NOT SCORE LESS THAN 20 POINTS FOR COMPANY EXPERIENCE AND KEY PERSONNEL RESPECTIVELY WHEN CALCULATING THE TOTAL FUNCTIONALITY SCORE TO QUALIFY FOR STAGE 5 PRICE AND PREFERENCE.

STAGE 5: PREFERENCE POINTS SCORING

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

- 1.1 The following preference point systems apply to this bid:
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included), and therefore the 90/10 preference point system will be applicable in this tender. Repetition
- 1.3 Points for this tender shall be awarded for:
 - a) Price; and
 - b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

1.6 TCTA 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.

PRICE:

It is compulsory for all Tenderers to price all items in the Bill of Quantities.

Bidders are referred to the pricing instructions in Volume 3 C2.1. Where is the famous equation?

SPECIFIC GOALS:

The following criteria to allocate specific goals will be applied and Form A11 – SBD 6.1 will be used to evaluate the criteria below:

- **PERSONS HISTORICALLY DISADVANTAGED ON THE BASIS OF RACE**

The following table will be used to calculate the score out of 10 for percentage black ownership:

Persons historically disadvantaged on the basis of race will be allocated a maximum of 10 points for specific goals based on percentage black ownership of their entity as per table 3 below:

Table 3: Specific Goals

% Ownership	Number of Points
100% black ownership	10
75% - 99% black ownership	8
60% - 74% black ownership	6
51% - 59% black ownership	3
0% - 50% black ownership	0

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-

- i. Certificate of Registration issued by the Companies and Intellectual Property Commission

- ii. BBEE Certificate issued by the SANAS accredited verification agency.
- iii. Certified copy of the company director.

FORMULAE FOR THE 90/10 PREFERENCE POINT SYSTEM

A maximum of 90 points is allocated for price on the following basis: 90/10

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

Where

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

- In terms of Regulation 5(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 3 as may be supported by proof/ documentation accordingly:

ANY BIDDER THAT DOES NOT MEET THE ABOVE-MENTIONED SPECIFIC GOALS WILL NOT BE DISQUALIFIED BUT WILL BE SCORED 0 FOR SPECIFIC GOALS. STAGE 6: SUPPLIER VETTING

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) 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

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.
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- 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

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 **Hatch Africa (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
 - 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
 - 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: tenders04@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

- ***Add the following:***

Arrangements for the 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 two **(2) 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 including the cash flow for the project**, 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.

Add the following sub-clauses after C.2.13.9

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: As stated in T1.1 Tender Notice and Invitation to Tender above.

Identification details to be used on each package:

Functional offer (Envelope 1):

ORIGINAL TECHNICAL OFFER: TENDER FOR CONTRACT NO. 050/2023/PMID/SHUTDOWN/RFB: LHWP 2024 SHUTDOWN OUTAGE – INSPECTION AND REPAIRS OF DELIVERY TUNNEL NORTH (DTN) AND EROSION PROTECTION TO ASH RIVER.

and two (2) copies:

COPY OF TECHNICAL OFFER: TENDER FOR CONTRACT NO. 050/2023/PMID/SHUTDOWN/RFB: LHWP 2024 SHUTDOWN OUTAGE – INSPECTION AND REPAIRS OF DELIVERY TUNNEL NORTH (DTN) AND EROSION PROTECTION TO ASH RIVER.

Financial offer (Envelope 2):

ORIGINAL FINANCIAL OFFER: TENDER FOR CONTRACT NO. 050/2023/PMID/SHUTDOWN/RFB: LHWP 2024 SHUTDOWN OUTAGE – INSPECTION AND REPAIRS OF DELIVERY TUNNEL NORTH (DTN) AND EROSION PROTECTION TO ASH RIVER.

and two (2) copies:

COPY OF FINANCIAL OFFER: TENDER FOR CONTRACT NO. 050/2023/PMID/SHUTDOWN/RFB: LHWP 2024 SHUTDOWN OUTAGE – INSPECTION AND REPAIRS OF DELIVERY TUNNEL NORTH (DTN) AND EROSION PROTECTION TO ASH RIVER.

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: 14h00 on 30 April 2024

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

Functional Offer (Envelope 1)

Open only the Functional Offer of valid tenderers in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose Functional Offer is opened.

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

Evaluate functionality of the Functional Offer offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the Financial Offer will be opened. Open only Financial Offers of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the Functional Offer and the total price and any points claimed on persons historically disadvantaged on the basis of race. Return unopened Financial Offers to tenderers whose Functional Offer failed to achieve the minimum number of points for functionality.

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: Compulsory briefing session and site visit.
- Stage 3: To submit mandatory returnable documents.
- Stage 4: To achieve an overall minimum of 60 points of the total Functionality but may not score less than 20 points for company experience and key Personnel respectively when calculating the total functionality score to qualify for Stage 5 Price and Preference.
- Stage 5: To submit the Bill of Quantities as stipulated in Part C2: Pricing Data..
- Stage 6: 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.