



APPOINTMENT A SERVICE PROVIDER TO PROVIDE A PROFESSIONAL ENVIRONMENTAL CONTROL OFFICER FOR THE BERG RIVER VOËLVLEI AUGMENTATION SCHEME (BRVAS) FOR THE CONTRACT DURATION OF 63 MONTHS.

Bid Number	038/2026/PMID/ECO/RFB
Compulsory Briefing Session:	Yes
Briefing Session Date and Time:	7 October 2026 @ 11h00
Compulsory Briefing Session Details	The meeting is arranged as follows: A. Online: Microsoft Teams meeting details: Meeting ID: 382 311 271 032 234 Passcode: Nd3xu9Ut
Bidders Request for Clarification Deadline:	Five (5) business days before the stipulated closing date and time.
Closing Time and Date	4 November 2026 @ 14:00
Submission of bids time	Bidders must submit their bids during office hours between 08:00 – 16:30
Bid Validity Period	84 days
Bid Submission must be delivered to:	Address: Trans Caledon Tunnel Authority (TCTA), Building 9, 1st Floor Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157
Access Pin for Bid Submission to TCTA Premises	Bidders must request an access pin to enter the TCTA premises for bid submission at least 2 working days before the bid closing date by completing and submitting access form contained in annexure J.
Enquiries:	Name: Godfrey Mnisi Email Address: tenders01@tcta.co.za

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1. TABLE 1: DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

DFFE	Department of Forestry, Fisheries and Environment
DMRE	Department of Mineral Resources and Energy
EA	Environmental Authorisation
CRE	Chief Resident Engineer
BRVAS	Berg River Voëlvlei Augmentation Scheme
DEA	Department of Environmental Affairs
WCWSS	Western Cape Water Supply System
CCT	City of Cape Town
DWS	Department of Water and Sanitation
ESMS	Environment and Social Management System
SACNASP	South African Council for Natural Scientific Professions
EAPASA	Environmental Assessment Practitioners Association of South Africa
SAATCA	Southern African Auditor and Training Certification Authority
IEMA	Institute of Environmental Management and Assessment
HISTORICALLY DISADVANTAGED ENTITIES	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	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish.
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
PRICE	Means an amount of money for goods or services and includes all applicable taxes less all unconditional discounts.
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
RD	A requesting department withing TCTA or its representative.
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
SPECIFIC GOALS	Means specific goals as contemplated in the Preferential Procurement

	Regulations, 2022 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.
TCTA	Trans-Caledon Tunnel Authority
WUL	Water Use License
EWR	Environmental Water Requirement (EWR)

2. BACKGROUND

The Western Cape Water Supply System (WCWSS) serves the City of Cape Town, surrounding urban centres and irrigators/farmers from the Berg, Eerste and Sonderend rivers. It consists of infrastructure components owned and operated by the City of Cape Town (CCT) and the Department of Water and Sanitation (DWS). In 2007, the Western Cape Reconciliation Strategy Study was commissioned by DWS to determine future water requirements for a 25-year planning horizon. The study investigated a number of options and found that whilst 566 million m³/a would be available from 2007, the estimated water requirements in 2011 would be 560 million m³/a, with the implication that the water supply system will then be fully utilised and thus additional interventions will be required. Based on the above, the Minister of Water and Sanitation directed Trans-Caledon Tunnel Authority (TCTA) to implement the Berg River Voëlvlei Augmentation Scheme (BRVAS) project.

On 20 June 2017, a positive Environmental Authorisation (EA) was issued for the project by the then Department of Environmental Affairs (DEA). The EA was appealed, and an appeal decision was issued by the Minister of Environmental Affairs on 23 February 2018. An application for amendment of the EA was submitted to the Department of Forestry, Fisheries and Environment (DFFE) in November 2018, and an Amendment to the EA was issued on 12 December 2018. The 2nd (second) amendment was issued by the DFFE on 11 June 2022 to extend the validity period of the EA to 20 June 2027. The project has an approved Environmental Management Programme (EMPr) and a Water Use License (WUL) in place for construction.

THE PROJECT BRIEFLY COMPRISES OF THE FOLLOWING:

The project entails the construction of a water transfer system, which will provide a 1:50 year incremental yield of 23 million m³ per annum of raw water from the Berg River to the Voëlvlei Dam during the wet winter months and a connection to the existing Swartland Water Treatment Works in the West Coast District Municipality. It will also entail reverse flow capability to facilitate summer releases into the Berg River for irrigation and environmental water requirements.

Project activities: -

- Abstraction Works consisting of a river diversion weir, diversion works and pumping station on the Berg River. The pumping station will deliver between 1 m³/s and 4.6 m³/s from the new diversion weir through a new rising main.
- Water will be pumped through a new 1.5m diameter steel rising main, over a distance of approximately 6.35 kilometres to the existing Voëlvlei Dam.

Some of the project's activities will constitute construction of the appurtenant works which entails a fishway canoe chute to promote free passage of fish and canoes in the Berg River. It will also consist of access roads (permanent and temporary), saddle embankment, electricity infrastructure and

associated installations to energise the pump station; and implementation of measures to mitigate the impact of the project on the environment and comply with the Environmental Water Requirement (EWR) for the Berg River Estuary.

Figure 1: Location of the BRVAS project



Figure 2:Environmental Governance

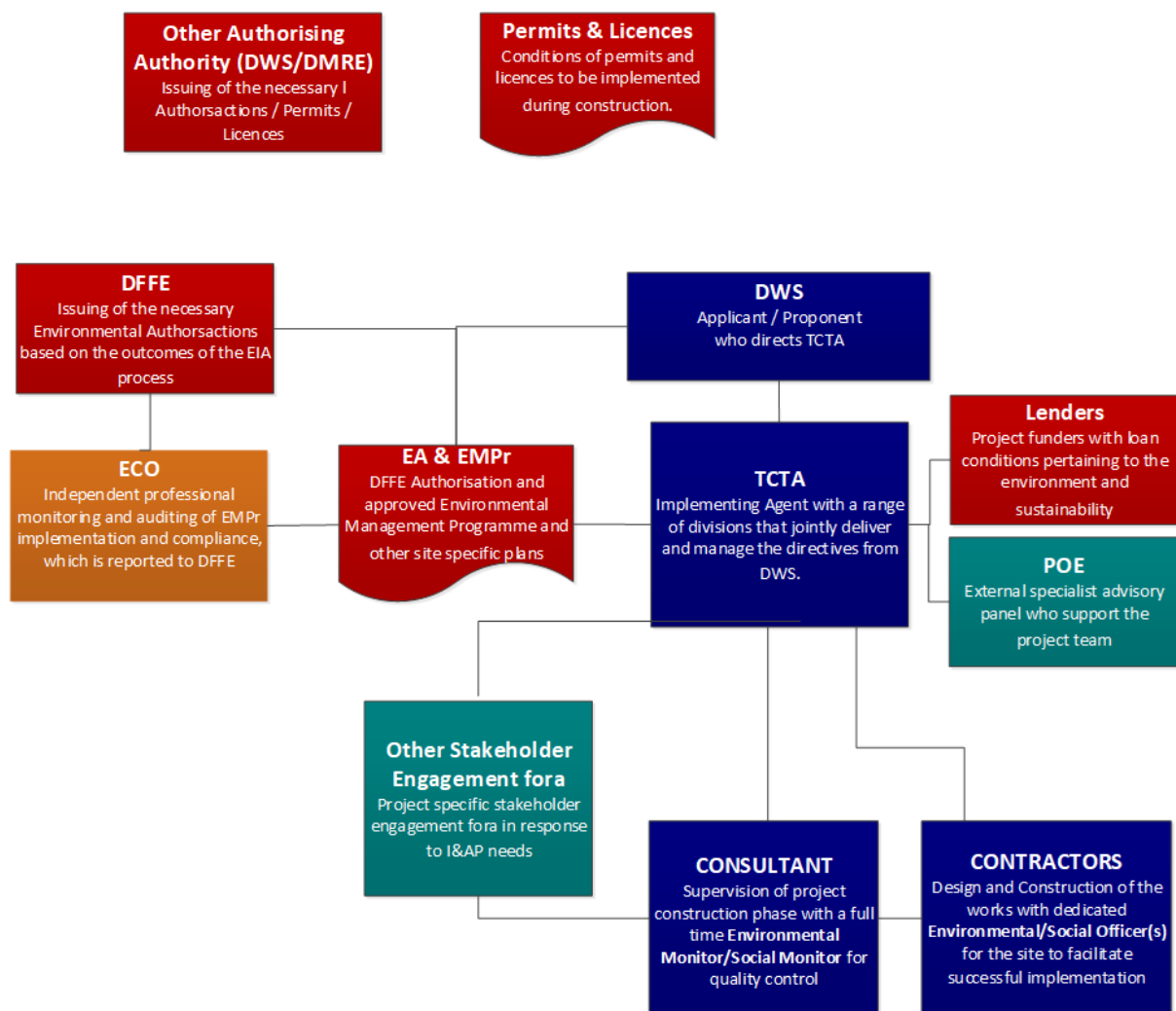


Figure 2: Environmental Governance - The environmental governance arrangements for BRVAS provides for an ECO, who is responsible for independent monitoring and periodic auditing of the project against the requirements of the EA (including amendments and Appeal Decision), Environmental Management Programme (EMPr) and the Water Use License (WUL).

3. SCOPE OF WORK

The ECO and Auditor are primarily required to independently monitor and audit on behalf of DFFE and DWS the implementation of the BRVAS project in accordance with the requirements of the EA, EMPr and WUL. The ECO and Auditor will remain employed until the end of the defect's liability/notification period or the end of effective rehabilitation, as required to address construction related damage. Rehabilitation is complete when the measures specified in the EA, EMPr, WUL and the Rehabilitation Management Plan are implemented, and all landowners have signed off on the rehabilitation on their properties. The Auditor is required to conduct environmental audits as per the EA, WUL and the TCTA ESMS requirements.

The Environmental Control Officer and Auditor will be required to provide

- Formal Reports (Compliance Monitoring Reports and Audit Reports) supported by evidence (photographs, videos and etc) of what is being reported on.
- Participation in relevant Project meetings (Environmental & Chief Resident Engineer Meeting), and
- The ECO/Auditor reports will be monthly or as per the DFFE (EA, EMPr) and DWS (WUL) requirements.

The role and function of the ECO/Auditor is to:

- Conduct third-party monitoring and auditing.
- Regularly monitor and review the progress towards achieving the objectives and performance targets specified within the EA, EMPr and WUL.
- Independently verify that requirements/mitigation measures and conditions in the EA, EMPr and WUL are being applied.
- Conduct site inspections as required by the EA, WUL & EMPr during the construction period and issue inspection reports.
- Review monitoring data and evaluate against performance targets.
- Provide independent reporting to DFFE, DWS and TCTA on compliance to the EA, EMPr and WUL.
- After consultation with TCTA, inform decision-making authorities when there is a non-compliance with conditions of approvals as per the reporting requirements of the EA, EMPr and WUL.
- Undertake an audit within 30 days of completion of the construction phase (i.e. within 30 days of site handover) and a final audit within 30 days of completion of rehabilitation activities against the EA, EMPr, Rehabilitation Management Plan and WUL.

All reports must be submitted to TCTA for comments, before finalising and submitting to DFFE and DWS.

As an independent Consultant, the ECO/Auditor is not responsible for:

- EA, EMPr and WUL implementation.
- Primary environmental data collection and analysis (unless it's for verification of findings).
- Resolving I&AP's complaints.

The ECO is independent of the Authorities and all project implementation partners and is therefore not accountable for implementation of the EA, EMPr and WUL and is also not linked to the project authorities or the Consultant, Detailed Design Engineer or Contractor. Therefore, the ECO does not have the authority to:

- Make project-related decisions.
- Issue instructions of any kind (to anyone).
- Stop or impede any works.
- Demand the implementation of specific mitigation and/or corrective measures.

Programme/Schedule of events:

The Consultant shall prepare a detailed programme/schedule of events to indicate:

- Task breakdown, proposed resources, time allocation, and submission of deliverables and scheduling for the duration of the Contract period.
- The successful Bidder will be appointed and must mobilise at least one month before commencement of construction.
- The construction period can be programmed for 36 months, starting on 01 May 2027.
- 8 months of no construction (between access road construction and the BRVAs actual construction).
- The defects notification/rehabilitation monitoring period can be programmed for 12 months following the end of construction. The above implies the bidder must add 1 month to the construction period to allow for the pre-construction reconnaissance (i.e. allow 37 months for services required during the construction period) and 12 months to the defects notification period to allow for the final audit (i.e. allow 12 months for services required during the defects notification period and an additional 6 months for rehabilitation and maintenance period).
- The overall contract duration will be 63 months.

The programme will form part of the Contract document (between TCTA and the ECO Consultant). The successful Bidder will be monitored and performance managed against the agreed Contract programme.

NB: Construction of the access road (1.5km) is being accelerated to gain access to the pumpstation site. Upon completion of the access road, there will be a period of no construction (+/-8 months) and the ECO will be doing no audits/monitoring during this period. No cost for standing time will be incurred by TCTA.

Communication and Reporting:

The ECO/Auditor shall maintain open communication with TCTA. TCTA shall be afforded the opportunity to respond in writing to any non-conformances or non-compliances to ensure that prompt management action is taken and issues resolved. The reports produced by the ECO/Auditor shall provide information on EMPr implementation progress and the efficacy of mitigation. The ECO/Audit will fulfil the communication and reporting requirement by undertaking the following tasks: -

- Maintain an open and direct channel of communication with TCTA to ensure that where the ECO/Auditor observes non-compliances with the WUL, EA and the EMPr, so that TCTA can take direct and prompt action. All forms of communication with the Engineer and Contractor shall be facilitated by TCTA.

4. DELIVERABLES

The ECO employed on the BRVAS project will operate under conditions described below:

Task 1: Pre-construction site reconnaissance qualitative survey:

The ECO will undertake a qualitative pre-construction site reconnaissance survey and recorded in a Project Inception Report. The report shall outline the key issues and demonstrate the ECO's understanding of the project scope, context and their role and scope of work. This Inception Report shall include a detailed monitoring methodology and checklist based on the EA conditions, EMPr mitigation measures and WUL. This checklist will also be updated when the Search, Rescue and Relocation Plan and Rehabilitation Management Plan are approved by DFFE.

Task 2: Monthly ECO Monitoring:

- Undertake a monthly ECO monitoring event (one full day - this excludes travel and time allocation for report writing), which covers the entire scope of construction activities, areas and facilities against the detailed checklist (described above).
- Conduct a formal evaluation by completing the checklist and assigning conformance scores based on the level of conformance to each monitoring item.
- Any non-compliance observed shall be communicated immediately to TCTA who will in turn address the matter on a contractual basis with the Consultant/Engineer and Contractor.
- Compile a monthly ECO monitoring report that:
 - Reviews the monthly environmental monitoring data
 - Evaluate the record and trends against the performance targets
 - Provides a comprehensive overview of the performance of the project against the requirements of the EA, EMPr and WUL.

- Ad hoc incident reports based on direct observations shall be submitted to TCTA for action.
- The ECO shall review the I&AP communications or issues register and evaluate how issues are being resolved and the progress with which issues have been resolved.
- The ECO shall produce a Closure Report, which outlines the overall project compliance against the WUL, EMPr and EA. The Closure Report shall also include an analysis of all the time-series data (i.e. water quality, dust and noise), an evaluation of the cumulative performance against the EMPr objectives and lessons learnt.
- Issue the monthly report to TCTA for comments within 7 working days from the monitoring event. The monitoring report shall contain space for TCTA comments at the end of each section.
- After comments from TCTA, the report shall be issued by the ECO to DFFE & DWS for record keeping.

Task 3: Auditing:

The Auditor shall undertake two audits during the period of appointment to comply with condition 23 of the EA. The first audit will be undertaken within 30 days of completion of the construction phase (i.e. within 30 days of the site handover) and the second (and final) audit will be within 30 days of the completion of the rehabilitation activities against the EA, EMPr, Rehabilitation Management Plan. These reports must be submitted to TCTA within 7 days of the audit event. The final audit report will be submitted to DFFE by the ECO/Auditor.

The Auditor is also required to undertake audits to comply with the WUL (as per condition 2.34 of the WUL, which requires the 1st audit within 1 (one) year of commencement of water use and thereafter a biennial (every 2 years) audit. These reports must be submitted to TCTA within 7 days of the audit event and once finalised must be submitted to the DWS Provincial Head/CEO).

Auditor is further required to undertake 10 (Bi-annual) audits for the duration of the project to meet TCTA requirements and determine the projects conformance to the TCTA Environmental and Social Management System and the lender requirements.

The purpose of conducting a compliance audit would be to ensure that all conditions in the WUL, EA, and all measures specified in the EMPr, and other approved plans are met to ensure successful close-out of the project with the Authorities. Auditing of compliance must be conducted in accordance with Regulation 34 of Government Notice No. R 982 (the Environmental Impact Assessment Regulations, 2014 under the National Environmental Management Act) in terms of the following:

- The holder of an EA must, for the period during which the EA and EMPr remain valid, ensure that the compliance with the conditions of the WUL, EA and EMPr is audited and submit an environmental audit report to DFFE and DWS.
- The environmental audit report must:
 - Contain the information set out in Appendix 7 of Government Notice No. R 982 (
 - the Environmental Impact Assessment Regulations, 2014 under the National Environmental Management Act).
 - Be conducted and submitted to DFFE and DWS at intervals as indicated in the EA, EMPr, WUL and other approved Plans.
 - Be prepared by an independent person with the relevant environmental auditing expertise.
 - Provide verifiable findings, in a structured and systematic manner, on the following:
 - The level of performance against and compliance of a project with the provisions of the requisite WUL, EA or EMPr; and
 - Determine the level of compliance with the provisions of EA and EMPr.

The ECO will fulfil the auditing requirement by systematically auditing the Project's performance against the requirements of the WUL, EA and the EMPr in a process that is carefully planned, structured and organised. The audit process tracks past actions, activities, events, and procedures through using existing documentation, conducting interviews with managers and personnel, and observing practices on site. The objective of this is to independently verify that compliance was achieved, and that information provided is accurate.

The audit process shall comprise:

- (a) Pre-audit meeting with TCTA;
- (b) Audit (i.e. document review)
- (c) Opening Meeting with TCTA, Engineer and the Contractor;
- (d) Site Tour/visit;
- (e) Questioning, documentation review, consolidation of findings; and
- (f) Exit meeting with the Engineer and the Contractor.
- (g) Draft Audit Report (submitted to TCTA for review and comment); and
- (h) Final Audit Report (containing TCTA's management comments).

Task 4: Participation at Meetings:

The ECO/Auditor shall attend and participate at:

- Environmental/contract progress meetings with TCTA,. These meetings can take place on the same day as the monitoring event;
- CRE monthly progress meetings (as these meetings can be long, the monitoring event cannot be scheduled on the same day as the CRE monthly meeting); and
- Ad-hoc meetings as and when requested by TCTA (assume one meeting every third month for the duration of the contract period or 12 meetings).

Task 5: Rehabilitation Maintenance Period and Closure:

- Monitoring every month for the first two (2) months and once every two (2) months for the next ten (10) months of the rehabilitation activities (i.e. 7).
- Considering that the success of rehabilitation may be dependent on seasonal requirements as well as sign-off by the landowner, an additional six (6) months to be provided for with a monitoring frequency of once every three (3) months (i.e. 2).
- CRE/Environmental progress meetings as per the monitoring above.
- Final audit (DWS and DFFE requirements)
- Closure report

5. SKILLS DEVELOPMENT AND TRAINING LOCAL IN THE LOCAL COMMUNITY OF THE BRVAS PROJECT)

Bidders are required to propose a South African black candidate residing in the municipal boundaries stated in the table below to be developed to the satisfaction of his or her training needs/requirements for the duration of this contract. Skills development and training shall assist the candidate achieve professional registration amongst other development needs as may be agreed between the bidder and the candidate. The successful bidder shall systematically align candidate's practical work experience, education, and professional development with established statutory competency standards aligned with the professional registration requirements.

The cost of this development will be borne by the Bidder. Bidders should heed Local Municipalities -provincial as the order (hierarchy of preference) in sourcing the candidates for this skill development requirement. Only in cases where the local municipal job market does not have capacity to provide the targeted candidates shall preference be given to western cape province.

This shall be a condition to the award of the tender to a preferred bidder:

The proposed skill Development candidate must comply with the following:

- **Must be a black South African individual** as defined in the Broad Based Black Economic Empowerment Act (Act No. 53 of 2003).
- Proof of residence must be provided as evidence of where the proposed resource is residing.
- A detailed training plan shall be developed and submitted to TCTA after award

Project	Area
BRVAS	Swartland Local Municipality, Drakenstein Local Municipality, Western District Cape Municipality, City of Cape Town Metropolitan Municipality and the Western Cape Province

In this respect, Annexure K should be completed by bidders.

6. PREPARATION OF BID SUBMISSION

- 6.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA.
- 6.2. Bid Submissions must:
 - 6.1.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control.
 - 6.1.1. Clearly reflect the Bid description and bid number on the outer packaging; and
- 6.3. The bidder must request an access pin to enter the TCTA premises for bid submission at least 2 working days before the bid closing date using the form as attached in Annexure J. TCTA will not be liable for any failure to submit the bid or for late submissions due to the bidder not requesting the access pin in a timely manner.
- 6.4. Submit one bid submission only, either as a single Bidder or as a member in a joint venture, to provide the whole of the works described in the scope of works,
- 6.5. Return all returnable documents to TCTA after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 6.6. Sign the original and all copies of the bid document where required. TCTA will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom TCTA shall hold liable for the purpose of the bid document.

- 6.7. The documents shall include English translation of any documentation in a language other than English.
- 6.8. For this bid, a two-envelope procedure will apply as follows:
- 6.8.1. An Envelope 1 marked “**ENVELOPE 1 – FUNCTIONALITY PROPOSAL**”
- a) Ensure that all returnable documents listed in Table 2 under **ENVELOPE 1-FUNCTIONALITY PROPOSAL** are submitted. Provide One original hardcopy and Scan and save one electronic copy on an unencrypted USB clearly marked with the Bidder's name, bid reference number and description.
 - b) Place the original hardcopy and unencrypted USB in Envelope 1, labeled “**ENVELOPE 1-FUNCTIONALITY PROPOSAL,**” along with the bidder’s name, bid number, and description.
- 6.8.2. An Envelope 2 marked “**ENVELOPE 2 - FINANCIAL PROPOSAL**”
- a) Ensure that all returnable documents listed in Table 2 under **ENVELOPE 2 FINANCIAL PROPOSAL** are submitted. Provide One original hardcopy and Scan and save one electronic copy on an unencrypted USB clearly marked with the Bidder's name, bid reference number and description.
 - b) Place the original copy and unencrypted USB in Envelope 2, labeled “**ENVELOPE 2-FINANCIAL PROPOSAL,**” along with the bidder’s name, bid number, and description.
- 6.9. TCTA will not assume any responsibility for the misplacement or premature opening of the bid submission if the outer package is not sealed and marked as stated.
- 6.10. Where the bidder only submitted USB without the hard copy, TCTA will not be liable to accept or evaluate any file that is not readable and accessible. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date, and the information will be deemed as not received. In the event of inconsistencies between the original offer and USB submissions, the original submission shall prevail.
- 6.11. This Bid has six stages of evaluation summarized in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.
- 6.12. TCTA reserves the right to reject bids that are not prepared in terms of this section 6 and to not evaluate them.

7. EVALUATION PROCESS

This Bid has six (6) stages of evaluation summarised in the document below.

7.1 STAGE 1: RETURNABLE

All returnable documents are required for purposes of evaluation irrespective of whether they are designated mandatory or not.

Bidders must compile their bid documents for this stage in the order of sections listed on table 2 below.

TABLE 2: RETURNABLE DOCUMENTS

No.	Document Type	Description	Status
Envelope 1 -Functionality Proposal			
1	Compliance	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	Compliance	SBD 4: Declaration of Interest	Non- Mandatory
2	Compliance	Proof of registration on National Treasury Central Supplier Database	Non-Mandatory
3	Compliance	Tax Compliance Status Pin	Non-Mandatory
4	ELIGIBILITY	PROFESSIONAL REGISTRATION FOR KEY PERSONNEL	Mandatory
4.1	Eligibility	Professional Registration for Environmental Control Inspection/Monitoring Function: See Annexure E1	Mandatory
4.2	Eligibility	Professional Registration For Environmental Auditing Function: See Annexure E2	Mandatory
5	FUNCTIONALITY	COMPANY TRACK RECORD:	Mandatory
5.1	Functionality	Bidders Environmental Control services Annexure D1 must be completed.	Non-Mandatory
6	Functionality	KEY PERSONNEL TRACK RECORD:	
6.1	Functionality	KEY PERSON TRACK RECORD FOR ENVIRONMENTAL CONTROL INSPECTION/MONITORING FUNCTION. The proposed key person must have expertise in environmental control inspection and monitoring. Curriculum Vitae (CVs) should be provided using the template in Annexure E1 , clearly indicating project details, experience, qualifications, courses attended, and roles for points to be allocated. Copies of qualifications and certificates of courses attended must be included in the bid response for points allocation under the Qualifications and Courses Attended criteria.	Non-Mandatory
6.2	Functionality	KEY PERSON TRACK RECORD FOR ENVIRONMENTAL AUDITING FUNCTION The proposed key person must have expertise in environmental auditing.	Non-Mandatory

No.	Document Type	Description	Status
Envelope 1 -Functionality Proposal			
		Curriculum Vitae (CVs) should be provided using the template in Annexure E2, clearly indicating project details, experience, qualifications, courses attended, and roles for points to be allocated. Copies of qualifications and certificates of courses attended must be included in the bid response for points allocation under the Qualifications and Courses Attended criteria.	

No.	Document Type	Description	Status
ENVELOPE 2 -FINANCIAL PROPOSAL			
7	Compliance	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022	Non-Mandatory
8	Compliance	a) A valid B-BBEE sworn affidavit as stated in Annexure G2; or b) B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC); or c) A valid B-BBEE certificate acquired from a SANAS accredited verification agency.	Non-Mandatory
9	Price	Financial Proposal Pricing Schedule – Detailed and itemised. Refer to Appendix I: Pricing Template.	Mandatory

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

7.2 STAGE 2: ELIGIBILITY

7.2.1 To be eligible to submit bids, bidders must meet all the criteria specified below:

- (a) The key person proposed for the Environmental Control Officer Function must be professionally registered with either the South African Council for Natural Scientific Professions (SACNASP) or the Environmental Assessment Practitioners Association of South Africa (EAPASA), and
- (b) The key individual proposed for the Environmental Auditing Function must hold professional certification as an Environmental Management System (EMS) auditor, with a grading status of either Lead Auditor or Provisional, from the Southern African

Auditor and Training Certification Authority (SAATCA),

or

The key individual proposed for the Environmental Auditing Function must be registered as an Environmental Auditor or Principal Environmental Auditor or EMS Auditor, or Lead EMS Auditor with the Institute of Sustainability and Environmental Professionals (formerly IEMA) or certification with any other equivalent recognized auditor's registration body.

- 7.2.2 Bidders who do not meet the eligibility criteria specified will be disqualified at this stage of evaluation.

7.3 STAGE 3: FUNCTIONALITY

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

TABLE 3: FUNCTIONAL EVALUATION

TECHNICAL SUBMISSION		
Section 1	COMPANY TRACK RECORD	MAXIMUM
1.1	COMPANY PAST ECO WORK PERFORMANCE IN CONSTRUCTION INFRASTRUCTURE PROJECTS 2 points per projects where the Company conducted ECO work on construction of water infrastructure and infrastructure projects including amongst others, weirs or Dams or Reservoirs or Quarry or pipelines or roads or pump stations or stadiums or buildings or complexes to a maximum of 10 points. Bidders must complete Annexure D1.	10
Section 2	KEY PERSONNEL EXPERIENCE: Completed Annexure E of the proposed staff will be evaluated according to their functional area experience in the categories of Environmental Control Officer, and Environmental Auditing. The proposed key personnel will be evaluated based on their experience in the functional areas of Environmental Control Officer and Environmental Auditing. Two (2) different persons MUST be nominated to fulfil the functions separately. TCTA operates on an equal or better resource principle, and thus TCTA reserves the right to request a better resource from the successful bidders.	46

TECHNICAL SUBMISSION		
	<i>Please indicate clearly which resource is responsible for specific functions and bidders must complete Annexures E1 and E2, as the assessment below is based on an individual's track record. Experience will then be evaluated accordingly.</i>	
2.1 KEY PERSON EXPERIENCE FOR ENVIRONMENTAL CONTROL INSPECTION/MONITORING FUNCTION PLEASE ENSURE THAT ANNEXURE E1 IS COMPLETED FOR THIS SECTION AND ALL THE COPIES OF QUALIFICATIONS IS ATTACHED.		
2.1.1	Academic qualification and Professional Registration The minimum requirement is a 3-year natural or environmental science degree or diploma. For each additional natural or environmental science degree or diploma, 2 points will be allocated for additional qualifications up to a maximum of 6 points. <i>Points for each criterion will only be awarded if the bidder submits copies of applicable qualifications, proof of courses successfully completed (Certificates).</i>	6
2.1.2	Environmental Control Officer experience 3 points for each civil engineering construction project where Environmental Control Officer (of the WUL, EMPr and/or the Environmental Authorisation) work was undertaken, up to a maximum of 15 points will be awarded.	15
2.2 KEY PERSON EXPERIENCE FOR ENVIRONMENTAL AUDITING FUNCTION Please ensure that CV template ANNEXURE E2 is completed for this Section.		
2.2.1	Academic qualifications The minimum requirement is a 3-year natural or environmental science degree or diploma. - For each additional natural or environmental science degree or diploma, 2 points will be allocated up to a maximum of 6 points. 2 point for each relevant SETA accredited auditing course attended (with a minimum duration of 2 days), up to a maximum of 4 points. <i>Points will only be allocated where the candidate has submitted copies of each certificate/qualifications.</i>	10
2.2.3	Environmental auditing experience 3 points for each project (any type) where Environmental Auditing work was undertaken by the candidate up to a maximum of 15 points.	15
THE MAXIMUM POSSIBLE NUMBER OF POINTS		56

The Total Score for Section 1 (Company Experience) = 10

The Total Score for Section 2 (Key Personnel Experience) = 46.

For the Functionality Component of the RFB a minimum score of **34 points out of 56** needs to be achieved. Only bidders who achieve the functionality score of 34 points will move to the next stage, which is that their Financial Submissions will be opened for further evaluation. Bidders who do not meet the minimum functionality score will be disqualified and not evaluated further.

7.4 STAGE 4: SPECIFIC GOALS

7.4.1 The specific goals for this bid are as follows:

7.4.1.1 The 80/20 principle will be followed with points allocated for black ownership. Points will be based on the percentage of black ownership. The following table will be used to calculate the score out of 20 points for black ownership.

SPECIFIC GOAL	MAXIMUM POINTS
1. Black Ownership = Maximum 10 Points:- - Less than 51% Black Ownership=<u>0</u> ≥ 51% < 70% Black ownership (Greater or equal to 51%, less than 70% Black ownership)=<u>4</u> ≥ 70% -100% Black ownership (Greater or equal to 70%, up to 100% Black ownership)=<u>10</u>	20
2. Black Women Ownership=Maximum 10 Points:- - Less than 10% Black women ownership=0 ≥ 10% - 40% Black women ownership (Greater or equal to 10%, up to 40% Black women ownership)=6 - More than 40% Black women ownership=10	

7.4.1.2 Supporting Documents Required to substantiate specific goals claimed.

- A valid BBBEE Certificate issued by SANAS accredited agency.
- In the instance of an EME or QSE in which case they must submit a commissioned affidavit which meets the minimum requirements set out on Annexure G1 Sworn Affidavits which do not meet the minimum requirements set out in Annexure G1 will not be awarded points.
- Bidders must complete the Sworn Affidavit which is applicable to their company.

- d) QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS. **Or**
- e) in case of Joint Ventures, a consolidated BBEE certificate issued by a SANAS accredited verification Agency must be submitted.

7.5 STAGE 5: PRICE

- 7.5.1 TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).
- 7.5.2 The Pricing Schedule is included on Annexure I. Bidders are advised to complete the pricing schedule on the excel spreadsheet provided and print completed spreadsheet for submission.
- 7.5.3 If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.

7.5.4 PREFERENTIAL POINTS CALCULATION

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

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

Where-

P_s = Points scored for price of bid under consideration; P_t =
Price of bid under consideration; and

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

- 7.5.6 The 80/20 preference point system may apply and that the lowest acceptable tender will be used to determine the applicable preference point system
- 7.5.7 The weighting of the Preferential points calculation is as follows:
Specific Goals = 20
Price = 80
- 7.5.8 Subject to section stage 6(supplier vetting), the contract will be awarded to the bidder scoring the highest combined points.

7.6 STAGE 6: SUPPLIER VETTING

7.6.1 TCTA may disqualify a bidder who/whose:

- 7.6.1.1 Submits fraudulent information or information that they do not have authority to submit;
 - 7.6.1.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
 - 7.6.1.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
 - 7.6.1.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
 - 7.6.1.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.
- 7.6.2 TCTA will request certified copies of qualification and course completion certificates if the bidder has provided uncertified copies, to ensure the authenticity of the submitted documents.

8. CONDITIONS OF BID

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

8.1 COSTS OF BIDDING

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

8.2 CLARIFICATIONS

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

8.3 AMENDMENTS

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

8.4 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

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

8.5 VALIDITY PERIOD

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

8.6 CONFIDENTIALITY

All Bid Submissions received by TCTA will remain in TCTA's possession. Save as may be required by law or by any court of competent jurisdiction or similar body having appropriate jurisdiction, no information contained in or relating to any Bid Submissions will be disclosed to any other parties.

8.7 RIGHT NOT TO AWARD

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

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

8.8 TWO ENVELOPE

- 8.8.1 When a two-envelope system is to be followed, open only the technical proposal of valid tenders at the time and place stated in the invitation to bid or as communicated in an addendum.
- 8.8.2 Evaluate functionality of the technical proposals offered by bidders.
- 8.8.3 Open only the financial proposals of bidders, who score in the functionality evaluation equal or more than the minimum number of points for functionality stated in section 7.3 (Stage 3, functionality).
- 8.8.4 Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for functionality.

8.9 DISCLAIMER - PROTECTION OF PERSONAL INFORMATION ACT

- 8.9.1 By participating in this bid process, you hereby acknowledge that you have read and accepted the following Protection of Personal Information (POPI) disclaimer.
- 8.9.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.

- 8.9.3 Further by participating in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 8.9.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- 8.9.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 8.9.6 We may collect the following information about you:
- 8.9.6.1 Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- 8.9.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
- 8.9.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.
- 8.9.6.4 Details of transactions you carry out with us.
- 8.9.6.5 Details of contracts you carry out with us; and
- 8.9.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 8.9.7 If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 8.9.8 Why we collect Personal Information
- 8.9.9 Employee and Contractor Information
- 8.9.9.1 To Remunerate the person.
- 8.9.9.2 To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- 8.9.9.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 8.9.9.4 To conduct criminal, credit, employment reference and other related reference checks.
- 8.9.9.5 To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.
- 8.9.10 Client Information

- 8.9.10.1 To render client related services and administration of client accounts.
- 8.9.10.2 To conduct criminal, credit, reference, and other related reference checks.
- 8.9.10.3 To authenticate the client.
- 8.9.10.4 To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.
- 8.9.11 Supplier and Third-Party Contractor/Service Provider Information
 - 8.9.11.1 To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
 - 8.9.11.2 To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
 - 8.9.11.3 To render services relating to the administration of supplier supplier/service provider or contractor accounts.
 - 8.9.11.4 To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.
- 8.9.12 Sources of Personal Information
 - 8.9.12.1 Personal information may be collected from the following sources:
 - 8.9.12.2 Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
 - 8.9.12.3 From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
 - 8.9.12.4 From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.
- 8.9.13 The Storage of Personal Information
 - 8.9.13.1 All personal information collected by TCTA will be stored as follows:
 - 8.9.13.2 In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
 - 8.9.13.3 For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
 - 8.9.13.4 Required by law or contractual obligation.

8.9.13.5 Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.

8.9.13.6 Retained further with the person's consent:

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

8.9.14 Sharing of Personal Information

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

8.9.14.2 To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.

8.9.14.3 To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.

8.9.14.4 To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.

8.9.14.5 To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.

8.9.14.6 To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

8.9.14.7 To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

8.9.15 Your Rights regarding your Personal Information

8.9.15.1 A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:

8.9.15.2 Right of access to and the right to rectify or update the personal information collected.

- 8.9.15.3 The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- 8.9.15.4 The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.
- 8.9.16 General Conditions pertaining to Personal Information
 - 8.9.16.1 TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.
- 8.9.17 This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za>.

8.10 CONFLICTS OF INTEREST

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

- 8.10.3.3 Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- 8.10.4 The limitation of participation shall not apply to bidders who are organs of state.

8.11 NOTIFICATION OF UNSUCCESSFUL BIDDERS

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

8.12 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 8.12.1 No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 8.12.2 Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 8.12.3 Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 8.12.4 TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 8.12 above has occurred.

8.13 FRONTING

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

- 8.13.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 8.13.3 Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

8.14 JOINT VENTURE OR CONSORTIUM

- 8.14.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 8.14.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 8.14.2.1 Control
 - 8.14.2.2 Management
 - 8.14.2.3 Operations
- 8.14.3 The joint venture or consortium agreement:
- 8.14.4 Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
 - 8.14.5 Must record the percentage participation by each member.
 - 8.14.6 Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
 - 8.14.7 Must provide for the establishment of a management body for the joint venture or consortium;

- 8.14.8 Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 8.14.9 Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 8.14.10 Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 8.14.11 Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 8.14.12 Right to review the joint venture or consortium agreement
- 8.14.13 TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out in 8.14 above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.
- 8.14.14 Amendment of the joint venture or consortium agreement
- 8.14.15 The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

8.15 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

- 8.15.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with section 7.5.8 Preferential Points Calculation for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - the summation of the prices.
- 8.15.2 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 8.15.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- c) Where the unit rates are imbalanced the tenderer shall adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above

8.15.4 Where there is an omission of a line item, no correction is possible and the offer will be declared non-responsive.

8.15.5 Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and/or fails to justify or balance the imbalanced rates to the satisfaction of the employer.

8.15.6 The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

8.16 TERMS AND CONDITIONS OF CONTRACT

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

8.16.1.1 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;

8.16.1.2 The relevant Bid Submissions;

8.16.1.3 The letter of acceptance to the successful Bidder/s; and

8.16.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and

8.16.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.

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

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

8.16.4 **Variations**

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

8.16.5 **Performance Management**

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

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

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

8.16.6 **Communication**

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

8.17 **SUBCONTRACTING AFTER AWARD**

The successful bidder:

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

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

8.17.3 May not sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

8.18 CESSION OF RIGHTS

- 8.18.1 The successful bidder may cede their rights to a third-party provided that:
 - 8.18.1.1 The cession does not take place less than 6 (six) months from the date of award;
 - 8.18.1.2 The third-party is registered on the CSD;
 - 8.18.1.3 The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;
 - 8.18.1.4 The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
 - 8.18.1.5 The cession agreement is submitted for vetting by TCTA prior to signature.
 - 8.18.1.6 TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

8.19 PAYMENT PROCESS

- 8.19.1 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.
- 8.19.2 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.
- 8.19.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:
 - 8.19.4 VAT registration certificate, if the successful Bidder is a VAT vendor;
 - 8.19.5 Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
 - 8.19.6 Statement setting out details of services rendered, accompanying invoice.
 - 8.19.7 Statement of account detailing cumulative costs claimed from contract inception against the contract amount.
- 8.19.8 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.
- 8.19.9 Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURES: STAGE 2: RETURNABLES

ENVELOPE 1 -FUNCTIONALITY PROPOSAL

Notes to Bidder:

- a. Ensure that all returnable documents listed in Table 2 under ENVELOPE 1-FUNCTIONALITY PROPOSAL are submitted. Provide One original hardcopy and Scan and save one electronic copy on an unencrypted USB clearly marked with the Bidder's name, bid reference number and description.
- b. Place the original hardcopy and unencrypted USB in Envelope 1, labeled "ENVELOPE 1-FUNCTIONALITY PROPOSAL," along with the bidder's name, bid number, and description.

ANNEXURE A: SBD 1 – REQUEST FOR BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	038/2026/PMID/ECO/RFB	CLOSING DATE:	30-09-2026	CLOSING TIME:	14:00
DESCRIPTION	APPOINTMENT A SERVICE PROVIDER TO PROVIDE A PROFESSIONAL ENVIRONMENTAL CONTROL OFFICER FOR BERG RIVER VOËLVLEI AUGMENTATION SCHEME (BRVAS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Trans Caledon Tunnel Authority (TCTA), Building 9, Byls Bridge Office Part, Olievenhoutbosch Rd, Centurion, 0157					
BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Godfrey Mnisi		CONTACT PERSON	Godfrey Mnisi	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders01@tcta.co.za		E-MAIL ADDRESS	tenders01@tcta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

ANNEXURE B: SBD 4 – BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish the following particulars:

.....
.....

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

2.3.1 If so, furnish the following particulars:

.....
.....
.....

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

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

ANNEXURE C: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to bidder:

1. The signatory for the bidder shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the bidder is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required in section 6.6.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the bidder's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms,

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Bid 038/2026/PMID/ECO/RFB APPOINTMENT A SERVICE PROVIDER TO PROVIDE A PROFESSIONAL ENVIRONMENTAL CONTROL OFFICER FOR THE BERG RIVER VOËLVLEI AUGMENTATION SCHEME (BRVAS) FOR THE CONTRACT DURATION OF 60 MONTHS.)

and any contract which may arise therefrom on behalf of :

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

ANNEXURE D - COMPANY TRACK RECORD

Name of the project	Client Name	Description of services provided	ECO WORK ON CONSTRUCTION OF WATER INFRASTRUCTURE AND INFRASTRUCTURE PROJECTS	Value of the Project	Start Date	End Date	Client Contact Details
			weirs /Dams/ Reservoirs/ Quarry /Pipelines/Roads/Pump stations/Stadiums/buildings/Complexes?	(Not the ECO services fee)	YYYY/MM/DD	YYYY/MM/DD	
							Name:
							Tel. No.:
							E-mail:
							Name:
							Tel. No.:
							E-mail:
							Name:
							Tel. No.:
							E-mail:
							Name:
							Tel. No.:
							E-mail:

IMPORTANT NOTES TO BIDDERS:

- Bidders are required to demonstrate Environmental Control services conducted on projects since the promulgation of the 1997 EIA Regulations. For the evaluation of the company's track record.
- The value required above refers to the total project value and not the ECO contract
- It is REQUIRED that all Bidders provide the information required for functionality evaluation using the templates provided above by TCTA.
- Bidders may reproduce the template in response to the bid in cases where the space is insufficient for their information; however, should any of the required information be omitted, the bidder may lose functionality points.
- The bidders can type the information on the reproduced form.

ANNEXURE E1 – EXPERIENCE AND QUALIFICATIONS FOR THE ENVIRONMENTAL CONTROL OFFICER

Name of the Proposed Key Person	
Professional Registration (SACNASP and/or EAPASA)	
Professional Registration Number(s)	
Years of Relevant Experience	
3-year natural or environmental science degree or diploma?	
Any additional natural or environmental science degree or diploma?	

E1: CIVIL ENGINEERING CONSTRUCTION PROJECT WHERE ECO COMPLIANCE MONITORING (OF THE WUL, EMPR AND/OR THE ENVIRONMENTAL AUTHORISATION) WORK WAS UNDERTAKEN.

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/details and location	Description of ECO Services	Date (month/year)		Total Years/Months *
				Start	End	
1						

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/details and location	Description of ECO Services	Date (month/year)		Total Years/Months *
				Start	End	
2						
3						
4						
5						

SIGNATURE:

NAME OF BIDDER.....

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

IMPORTANT NOTES TO BIDDERS:

- TCTA will not take responsibility if the bidder loses evaluation points because of using their own forms/tables.
- Provide the Registration Number with either SACNASP or EAPSA for the key personnel proposed for the Environmental Control Officer Function.
Any of the 2 options below will be acceptable:
- A copy of the individual's registration Certificate from the SACNASP / EAPSA.
- OR Registration number provided in the response to the RFB document.

ANNEXURE E2 – EXPERIENCE OF THE ENVIRONMENTAL AUDITING KEY PERSON

Name of the Proposed Key Person	
Years of Relevant Experience	
State the 3-year natural or environmental science degree or diploma.	
State the any additional natural or environmental science degree or diploma.	
State the Professional Registration Number(s)	
State the SETA accredited auditing course attended (with a minimum duration of 2 days).	
State the certification as an Environmental Management System (EMS) auditor with the Southern African Auditor and Training Certification Authority (SAATCA) or any other equivalent authority/organisation.	
State the registration as an Environmental Auditor with the Institute of Sustainability and Environmental Professionals (formerly IEMA) or certification with any other equivalent recognized auditor's registration body.	

E2: PROJECT (ANY TYPE) WHERE ENVIRONMENTAL COMPLIANCE AUDITING WORK WAS UNDERTAKEN.

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/details and location	Description of ECO Services	Date (month/year)		Total Years/Months *
				Start	End	
1						

Item No.	Client/Employer Name, and contact person's name, number or email	Project description/details and location	Description of ECO Services	Date (month/year)		Total Years/Months *
				Start	End	
2						
3						
4						
5						

SIGNATURE:

NAME OF BIDDER.....

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

IMPORTANT NOTES TO BIDDERS:

- TCTA will not take responsibility if the bidder loses evaluation points because of using their own forms/tables.
- Provide the Registration Number with SAATCA for the key personnel proposed for the Environmental Auditing Function. Any of the 3 options below will be acceptable:
 - A copy of the individual's registration Certificate from the SAATCA (or any other equivalent authority/organisation), OR.
 - Certification number provided in response to the RFB document OR
 - Provide a valid copy of the individual registration certificate from Institute of Sustainability and Environmental Professionals (formerly IEMA) or certification with any other equivalent recognized auditor's registration body..

ENVELOPE 2: FINANCIAL PROPOSAL

Note to Bidders:

- a. Ensure that all returnable documents listed in Table 2 under **ENVELOPE 2 FINANCIAL PROPOSAL** are submitted. Provide One original hardcopy and Scan and save one electronic copy on an unencrypted USB clearly marked with the Bidder's name, bid reference number and description.
- b. Place the original copy and unencrypted USB in Envelope 1, labeled "**ENVELOPE 2-FINANCIAL PROPOSAL,**" along with the bidder's name, bid number, and description.

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this bid shall be awarded for:

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

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Black Ownership = Maximum 10 Points:- - Less than 51% Black Ownership=<u>0</u> ≥ 51% < 70% Black ownership (Greater or equal to 51%, less than 70% Black ownership)=<u>4</u> ≥ 70% -100% Black ownership (Greater or equal to 70%, up to 100% Black ownership)=<u>10</u>	10	_____
2. Black Women Ownership=Maximum 10 Points:- - Less than 10% Black women ownership=0 ≥ 10% - 40% Black women ownership (Greater or equal to 10%, up to 40% Black women ownership)=6 - More than 40% Black women ownership=10	10	_____

5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

ANNEXURE G1: TEMPLATE SWORN AFFIDAVIT – B-BBEE

Notes to Bidder:

The EME sworn affidavit template is provided because the bid is within the construction sector. According to the Amended Construction Sector Codes published in Notice 931 of 2017 of Government Gazette No. 41287 on 1 December 2017, Qualifying Small Enterprises (QSE) including bidders with a total annual revenue more than R1.8 million in the case of Built Environment Professionals (BEP) and more than R3 million in case of Contractor or Supplier where majority of their core activities is in the construction field are required to submit a SANAS accredited B-BBEE certificate.

If the bidder is a QSE or Generic Enterprise and operates in more than one sector or a sub-sector, the bidding entity must submit the valid proof of B-BBEE for the sector or sub-sector in which the majority of its core activities (measured in terms of annual revenue) are located.

In the event of a Joint Venture (JV), a project specific consolidated B-BBEE verification certificate in the name of the JV, shall be attached.

Bidders should contact the link below to download the appropriate template for BBEE Sworn Affidavit.

<https://www.bbbeeecommission.co.za/wp-content/uploads/2026/06/Construction-EME-Affidavit-Template.pdf>

ANNEXURE G2: B-BBEE SWORN AFFIDAVIT REQUIREMENTS

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

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

ANNEXURES I: PRICING SCHEDULES

1. PRICING INSTRUCTIONS

- Bidders must complete the pricing schedule on the excel spreadsheet provided and print completed spreadsheet for submission.

2. TERMS OF PRICING FOR THE SERVICES

2.1. General

The Bidders shall, amongst other factors, consider the following items and conditions when preparing the financial proposal:

- The time and currency of payment to the Consultant shall be per the Agreement.
- No payment will be made for any Additional or Exceptional Services or other additional expenses which have not been authorised or approved by TCTA as “Variation Orders”.
- The TCTA will not accept any mark-up or handling charges by the Bidder regarding other Services by the Bidder’s sub-consultants and contractors.
- For any month, the total time charged for each personnel shall not exceed one person-month.
- Administration (i.e. secretaries, clerks, messengers, etc.) and direct reimbursable costs. If not explicitly provided in this appendix, it will be deemed covered or incorporated into other elements of the Consultant’s bid submission.
- Contingencies and allowances for bonuses or other profit-sharing means are not permitted.

2.2. Service Provider’s Personnel

The TCTA will not accept an invoice with personnel not named or assigned to a position in the Agreement.

The Service Provider will not be entitled to supply additional personnel or change the personnel named in the Agreement, nor amend any person-months in the Agreement without the prior approval of TCTA. Such changes will be subject to Clause 3.7 and Clause 4.3 of the Conditions of Agreement.

2.2.1. Staff Categories and Levels

The categories for personnel have different levels, depending on the qualifications and years of experience, as shown in the table below.

Staff Categories and Levels —

Level		Scientists	
		Qualification	Exp
1			
2		Env Scientist	<4
3		Env Scientist	4-7
4		Env Scientist	8-12
5		Env Scientist	13-18
6		Env Scientist	>18
7		Pr Sci Nat	4-7
8		Pr Sci Nat	8-12
9		Pr Sci Nat	13-18
10		Pr Sci Nat	>18
11			
12			

Notes:

1. Minimum qualifications: Environmental Scientist (“Env Scientists”) (Bachelor’s degree; NQF level 8);.
2. Professional Natural Scientist (Pr.Sci.Nat) by South African Council for Natural Scientific Professions.
3. “Exp” refers to the years of experience.

For personnel from countries outside of Southern Africa, where qualifications and professional registration systems differ from Southern African practice, the Consultant shall provide evidence of equivalent qualifications and professional registration.

An average cost-to-company billing rate applies to all personnel on the same level as **Staff Billing Rates** (Returnable).

A separate motivation will be required for billing levels greater than level 11. These levels are generally reserved for industry specialists, review panel members and executive managers of the Consultant.

2.3. Personnel Billing Rates

The remuneration for personnel shall be made on a person-month(s) basis at the billing rates set out in **Personnel Billing Rates** (Returnable). The billing rates shall be deemed to cover, among other things, the following:

- i) Cost-to-company consisting of the following:
 - All actual salaries (no premium or bonus).
 - Other costs and charges (medical and retirement/pension benefits, annual leave, sick leave or other leave, public holidays, life insurances, etc.).
- ii) Cost of overtime worked by the personnel, as required to fulfil the Services and comply with the Time Schedule for Services.
- iii) Company overhead costs (administration, marketing, office rent and services, communications, computer charges, and other costs not directly reimbursable).
- iv) Secretaries, clerks, messengers, and any other support personnel.
- v) All other costs, except the directly reimbursable costs/expenses.

Billing rates shall also be specified against positions for personnel whom the bidder will be nominating/recruiting at a later stage. Qualified personnel shall fill such vacancies two calendar months before the required services or as agreed with TCTA. The categories for billing purposes shall be per **Staff Billing Rates** (Returnable).

2.4. Service Provider's Fee on Personnel

The Service Provider's fee shall be a fixed percentage of the costs for personnel, as per **Summary of Cost Estimate** (Returnable). Only the billing rates for personnel shall be subject to price changes and not the Consultant's fee on personnel.

3. BIDDERS'S DIRECT REIMBURSABLE COSTS

The TCTA shall pay or reimburse the Service Provider for the reasonable costs or unit rates only, i.e. no mark-up on handling charges that are related to performing the Services, and to the extent that such costs are specified and allowed for in **Direct Reimbursable Costs** (Returnable), as follows:

- i) *Per diem* allowances to cover additional expenses for home office personnel working on site.
- ii) A site allowance or living subsistence to cover additional expenses for personnel residing at the site and accommodation.
- iii) Costs of other items, services and charges as listed and priced by the bidder in Direct Reimbursable Costs (Returnable).

4. PROVISIONAL SUMS

Provisional Sum items listed under **Summary of Cost Estimate** (Returnable) shall be expended only on the instruction or with the prior written approval of TCTA, as Additional Services or Exceptional Services.

All the Provisional Sum items listed above are not part of and will not be used as the Normal Services and shall be subject to instructions and approvals by TCTA, as Additional Services or Exceptional Services.

5. PRICE CHANGES (ESCALATION)

Personnel or staff billing rates, consultancy fee (fee percentage to remain fixed) and direct reimbursable unit rates and costs will stay in effect (without escalation) for 12 calendar months after the Commencement Date and shall, after that, be adjusted annually for escalation on the anniversary of the date, to be billed or invoiced in arrears, as explained below.

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

- i) The costs of personnel and Consultant's fee on personnel and direct reimbursable expenses shall be billed monthly at the rates stated in the returnables.
- ii) The base date for escalation shall be the Commencement Date.
- iii) Escalation to personnel billing rates, consultancy fee (fee percentage to remain fixed), and direct reimbursable unit rates and costs shall be calculated using the Consumer Price Index (CPI for all urban areas – STATS SA Statistical Release P0141, all items (i.e. CPI Headline)).
- iv) If any index relevant to any invoice is unknown when the Services are valued, the latest available index shall be used. Any adjustments necessary shall be made only when the actual index relevant to that invoice is published.
- v) Actual direct reimbursable costs will not be subject to any adjustment.

IMPORTANT NOTE: For budget and bidding purposes, all the bidders (or the Consultant) must allow 10% per annum for escalation.

5.1. CASH FLOW

The Bidder shall provide an estimated monthly cash flow for the duration of the Services. The cash flow shall be based on the expected submission dates of monthly invoices.

The cash flow shall, amongst other things, show the following information by month and, where appropriate, amounts by sub-consultants and contractors:

- i) Personnel costs.
- ii) Consultant's fee.
- iii) Direct reimbursable costs.
- iv) Estimated escalation.
- v) Provisional sums and variation orders, as approved by TCTA.

The cash flow shall be updated each month to show a payment to date in each category, changes in the Services (i.e. variation orders), programme, progress, and escalation, affecting the cash flow and total forecast costs from that date to completion.

6. TERMS OF PAYMENT

6.1. GENERAL

The Consultant shall maintain comprehensive records of accounts relating to the Services and make such records available for inspection by TCTA for audits.

The Consultant shall cooperate with TCTA to establish working arrangements and management practices, especially reporting, approval, cost control and billing procedures, which will expedite routine activities and minimise the costs of these activities for both Parties.

The TCTA, at its discretion and cost, shall have the right to obtain, through the Consultant's auditors, details of the Consultant's (and the respective joint venture or consortium members) records of time charges for personnel, management and cost-control procedures, salary rates, annual remuneration increases, books of accounts relating to the operation of offices, and any other factor relating to charges for the Services.

6.2. SERVICE PROVIDER'S TAX INVOICES

Regarding the Services performed, the Consultant shall submit a tax invoice as soon as practicable and not later than seven days after the end of each calendar month. Before submitting the first tax invoice, the Consultant shall agree with TCTA on the format and details of the invoices and the administrative procedures to be followed for submission.

No payment will be made by TCTA until the format and details of the invoice have been agreed upon and finalised by the Parties.

The invoices must show, amongst other things, the following information:

- i) A statement of account.
- ii) Purchase order number (provided by TCTA); TCTA and its address and VAT number (4360104923); Consultant's name, address and VAT number; date of invoice and its number, contract award amount, the amount due, due date, etc.
- iii) Cost of personnel:
 - Net person-months expended for the month by each personnel and task.
 - Billing rates for each personnel.
 - Person-month budget, by task.
 - Cumulative person-months expended to date, by task.
 - Costs of personnel for the month, by each personnel and by task.

- Budget and updated forecasts by task, i.e. cash-flow and comprehensive financial reviews.
 - Balance forward and cumulative costs of personnel to date, by task.
- iv) Consultant's fee.
- v) Direct reimbursable costs, all by line item:
- Budget and updated forecasts, i.e. cash-flow and comprehensive financial reviews.
 - Costs for the month.
 - Costs to date.
 - Supporting documentation.
- vi) Escalation on the cost of personnel.
- vii) Escalation on direct reimbursable costs (where applicable).
- viii) Variation orders (including the items above, relevant to such variation orders).
- ix) Net payment due in the month.
- x) Balance forward and cumulative total payment.

The tax invoice must be based on the representations made by the Consultant. Should TCTA find such representations (through inspections, audits, or other means) materially incomplete or inaccurate, TCTA shall be entitled to introduce appropriate modifications in the affected rates and items. Any such change shall have a retroactive effect, and in case of payment made by TCTA before any such modification:

- i) The TCTA shall be entitled to offset any excess payment against the following payment to the Consultant, or
- ii) If TCTA makes no further payments to the Consultant, the Consultant shall reimburse TCTA for any excess payment within 28 days of receipt of a written demand from TCTA.

7. METHOD OF PAYMENT

Payments by TCTA will be made by direct transfer to the Bidder's bank account. Please note that TCTA will not pay any consortium or joint venture member directly nor a specific or nominated member on behalf of the consortium or joint venture.

The Service Provider shall provide TCTA with the following information and documents:

- i) Formal written notice from the Bidder's authorised representative designating which Consultant's official(s) is authorised to issue bank instructions on behalf of the Consultant.
- ii) Certified original specimen signature(s) of the person(s) named above.
- iii) Bank destination instructions duly signed by an official(s) of the Consultant authorised above. Bank destination instructions must include:
 - Bank name and address.
 - Beneficiary name (i.e. account holder).
 - Account type and number.

- Any special instructions.
- iv) VAT registration certificate if the Consultant is a VAT vendor.

Please note that the information must be in its original form. E-mails, photocopies, or facsimile copies will not be accepted.

Regarding any future changes the Consultant may wish to make to the destination bank account(s), the authorities must provide such modifications to TCTA and deliver them to TCTA in their original form. Any such changes must be received at least 28 days before payment is required.

The TCTA must receive all payment instructions and bank destination documents before making payments.

ANNEXURE J: ACCESS FORM



I hereby request a pin code to access TCTA premises for the submission of bid of the below mentioned bid.

BID NUMBER:	038/2026/PMID/ECO/RFB
BID DESCRIPTION:	APPOINTMENT A SERVICE PROVIDER TO PROVIDE A PROFESSIONAL ENVIRONMENTAL CONTROL OFFICER FOR THE BERG RIVER VOËLVLEI AUGMENTATION SCHEME (BRVAS).
BID SUBMISSION DATE:	
NAME OF BIDDER/COMPANY:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE

DATE: _____

**ANNEXURE K: E PROPOSED CANDIDATE FOR SKILLS DEVELOPMENT AND TRAINING
LOCAL TO SITE**

Name of the Proposed Resource	
Municipality where the Proposed Resource Resides	
Qualification	
Pursued Professional Registration	

Agreed Training Needs/Gaps	
-----------------------------------	--

(Attach Proof of residence: - Municipal Account Statement or any other appropriate proof that the proposed resource resides within the boundaries of Swartland Local Municipality/ Drakenstein Local Municipality / Western District Cape Municipality, City of Cape Town Metropolitan Municipality)

ANNEXURE L: DRAFT CONTRACT

The draft SLA is attached as an Annexure.

ANNEXURE M: OFFER LETTER

(TO BE SUBMITTED WITH THIS TENDER)

APPOINTMENT A SERVICE PROVIDER TO PROVIDE A PROFESSIONAL ENVIRONMENTAL CONTROL OFFICER FOR THE BERG RIVER VOËLVLEI AUGMENTATION SCHEME (BRVAS) FOR THE CONTRACT DURATION OF 63 MONTHS

TO: The Chief Executive

TCTA

Byls Bridge Office Park, Building 9
Corner of Olievenhoutbosch & Jean Avenue
Doringkloof
CENTURION
0046

Sir

1. We have examined Volume 1: Request for Bid Document, Conditions of Tender, this Form of Offer, Contract information, Scope of Services, and Schedules thereto, Specifications, Pricing Information, Schedule of Rates and Prices, other Schedules and Addenda for the provision of the abovementioned Services. We offer to carry out the Services in conformity with this Tender, which includes all of these documents, for the sum of

R..... (in figures)

(.....

.....) (in words) (carried forward from the Tender Sum on the Summary Page in the Schedule of Rates and Prices) or such other sum as may be determined in accordance with the Conditions of Contract.

2. We agree to abide by this Tender for the period of 84 days from the closing date and time of the submission of Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3.
5. Unless and until a formal Agreement is prepared and executed this Tender together with the TCTA's written acceptance thereof, shall constitute a binding contract between us and TCTA .
6. We agree that the Laws of the Republic of South Africa shall govern the Contract and we choose Domicilium citandi et executandi in South Africa at (full address).....
7. We understand that the TCTA is not bound to accept the lowest or any tender received, and that any expense incurred by us in tendering will not be defrayed.

Dated thisday of 20

Name

in the capacity of

Duly authorised to sign tenders for and on behalf of.....

Signature :

Address :

:

:

Telephone Number :

Telefax Number :

Witness 1 :

Witness 2 :

Address :

Address :

:

:

:

:

Designation :

Designation :

.....