

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

PROVISION OF PROFESSIONAL SERVICE FOR THE FEASIBILITY AND DETAILED DESIGN INCLUDING PROCUREMENT SUPPORT AND SUPERVISION FOR BAYHEAD AND LANGEBERG ROAD UPGRADE, AT THE PORT OF DURBAN

| | |
|---|--------------------------------------|
| RFP NUMBER | : TNPA/2024/01/0002/53232/RFP |
| ISSUE DATE | : 22nd March 2024 |
| COMPULSORY CLARIFICATION MEETING | : 3rd April 2024 |
| CLOSING DATE | : 23rd April 2024 |
| CLOSING TIME | : 16h00 |
| TENDER VALIDITY PERIOD | : 12 Weeks from closing date |

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

| | |
|---------------------------|--|
| DESCRIPTION | PROVISION OF PROFESSIONAL SERVICE FOR THE FEASIBILITY AND DETAILED DESIGN INCLUDING PROCUREMENT SUPPORT AND SUPERVISION FOR BAYHEAD AND LANGEBERG ROAD UPGRADE, AT THE PORT OF DURBAN |
| TENDER DOWNLOADING | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE. |

| | |
|--|--|
| COMPULSORY TENDER CLARIFICATION MEETING | <p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on 3rd April 2024, at 10:00 [10 O'clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. |
|--|--|



| | |
|---------------------|---|
| | <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p> |
| CLOSING DATE | <p>16h00 on 23rd April 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.</p> |

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>).

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.



- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], [**Breach of Law**]

whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number..... (Tender Data)

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

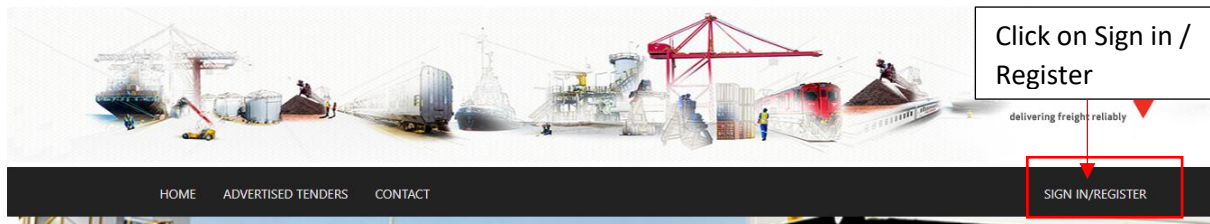
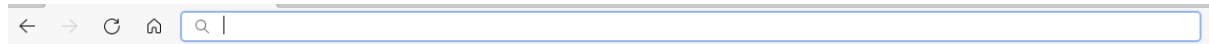
ACCESS TENDERS

NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

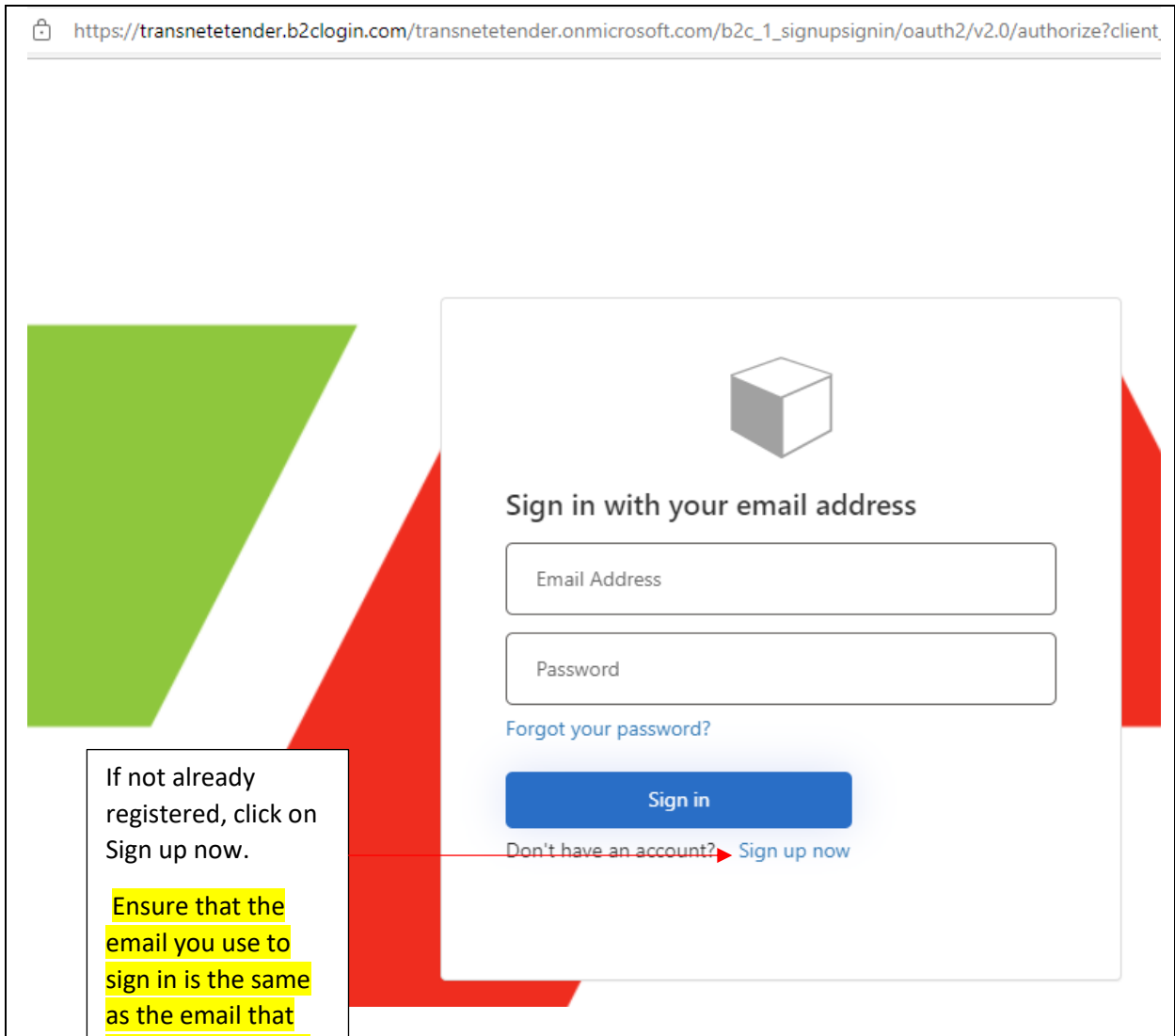
TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>

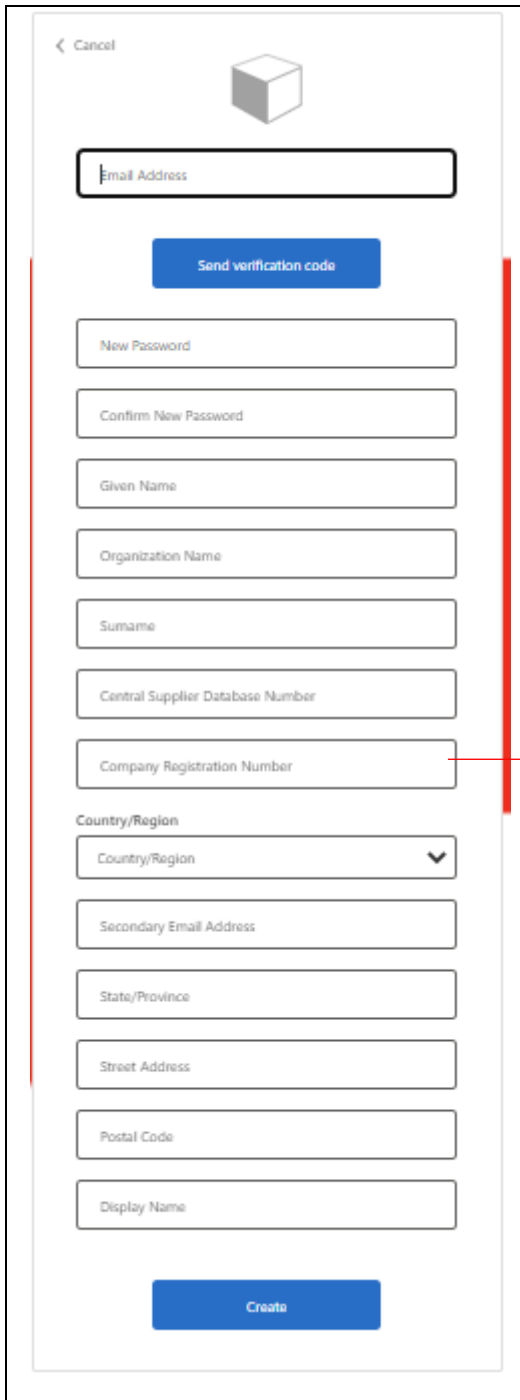


https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender




The screenshot shows a mobile registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

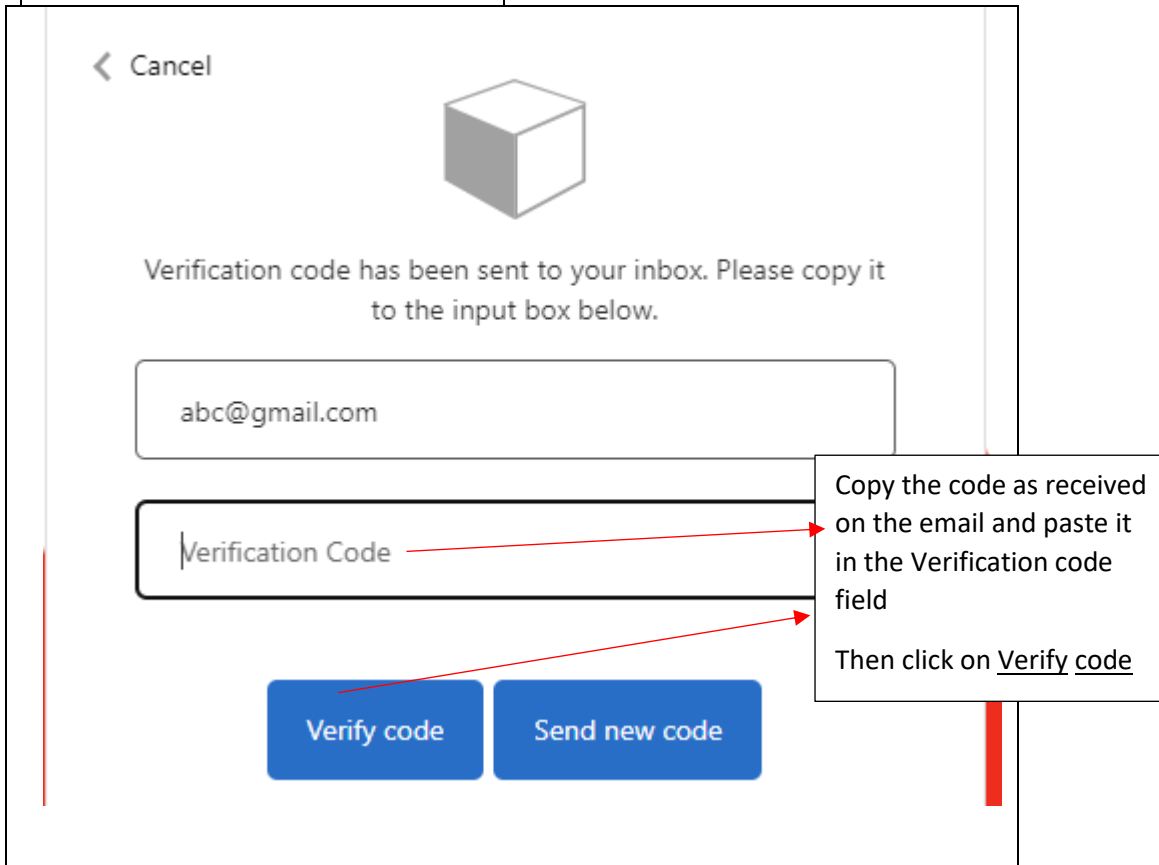
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



After completing all fields, select "Send verification code". The code will be sent to your email.



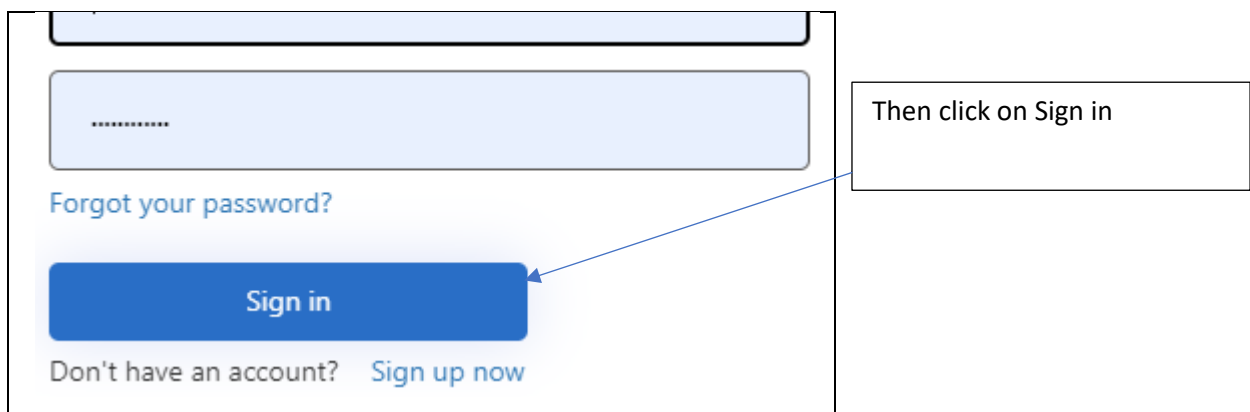
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

TRANSNET



DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link below.

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|----------------------|--|---|------------------|------------------------|---------------|------------------------------|
| TCC/2021/11/0031/RFQ | For the supply and installation of an air compressor | For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses. | | 12/10/2021 12:00:00 PM | Closed | View Details |
| TFR/2021/12/0014/RFQ | ELECTRICAL MATERIAL (CABLES) | SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD | | 12/13/2021 4:00:00 PM | Closed | View Details |
| TFR/2021/12/0017/RFQ | CRAC_JHB_36509. | FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD. | | 12/14/2021 10:00:00 AM | Closed | View Details |
| TFR/2021/12/0015/RFQ | CRAC-JHB-36313 | FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND | | 1/13/2022 12:00:00 | Closed | View Details |

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|---------------------|--|--|------------------|----------------------|---------------|------------------------------|
| TE/2022/04/0450/RFQ | VALVE:L-1 LOAD DET,WAGONS AIRBRAKE | VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338 | | 4/8/2022 10:00:00 AM | Open | View Details |
| TE/2022/04/0494/RFQ | GEAR OIL | OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES | | 4/8/2022 10:00:00 AM | Open | View Details |
| TE/2022/04/0495/RFQ | SUPPLY OF CORROSION (NALCOOL) - APPROVED | ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED, | | 4/8/2022 10:00:00 AM | Open | View Details |

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|---------------------|--------------------|-------------------------------------|------------------|-----------------------|---------------|------------------------------|
| TE/2022/04/0697/RFQ | TE22-SRX-1FG-02068 | STOP; TOP BUNK, OD 19.5 X HT 6.5 MM | | 4/13/2022 10:00:00 AM | Open | View Details |

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

| Reference Number | Tender Name | Description | Briefing Session | Closing Date | Tender Status | |
|---------------------|--------------------|-------------------------------------|------------------|--------------------|---------------|------------------------------|
| TE/2022/04/0697/RFQ | TE22-SRX-1FG-02068 | STOP; TOP BUNK, OD 19.5 X HT 6.5 MM | | 4/13/2022 10:00:00 | Open | View Details |

When the tender has been identified, click on "View Details"

When the "View Details" has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

The screenshot shows the 'TENDER DETAILS' page with a navigation bar at the top containing 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. The main content area is titled 'TENDER DETAILS' and includes a 'Tender Details' tab. The details are organized into two columns. The left column lists: Tender Reference Number (TE/2022/04/0697/RFQ), Name Of Tender (TE22-SRX-1FG-02068), Description (STOP; TOP BUNK, OD 19.5 X HT 6.5 MM), Tender Type (RFQ), Contact Person (Charl du Preez Transnet Engineering SLR), Contact Person Email Address (Charl.duPreez@transnet.net), Date Published (4/7/2022 3:51:47 PM), Closing Date (4/13/2022 10:00:00 AM), Briefing Date And Time, Briefing Details, and Location Of Service (Coaches, Salt River). The right column includes: Briefing Session, Closing Date (4/13/2022 10:00:00 AM), Attachments (2.14 Standard Terms and Conditions of Contract, 2.18 Supplier Integrity Pact_April 2020_v1.pdf, 2.19 Non Disclosure Agreement_April 2020_v1.pdf, 2.9 Request for Quotations TE22-SRX-1FG-02068), and a 'Log An Intent To Bid' toggle switch which is currently turned off.

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to "**Submit Intent**" or "**Cancel**". Click on **Submit Intent**

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned on. Below the toggle, two buttons are visible: 'Submit Intent' and 'Cancel'. The rest of the page content, including the navigation bar and tender details, remains the same as in the previous screenshot.

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering
SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

delivering freight reliably

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

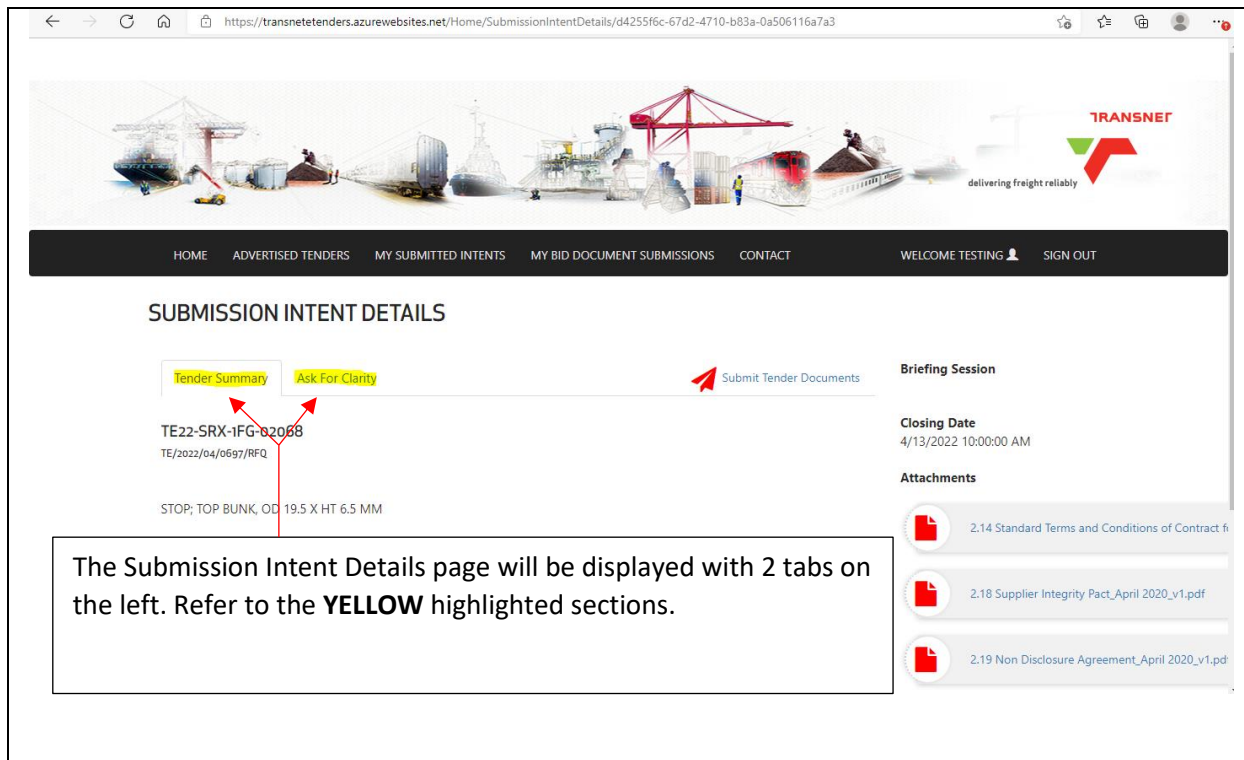
Show entries

| Tender Reference Number | Name | Description Of Tender | Briefing Session Date | Closing Date | View Details |
|-------------------------|--------------------|-------------------------------------|-----------------------|-----------------------|------------------------------|
| TE/2022/04/0697/RFQ | TE22-SRX-1FG-02068 | STOP; TOP BUNK, OD 19.5 X HT 6.5 MM | | 4/13/2022 10:00:00 AM | View Details |

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

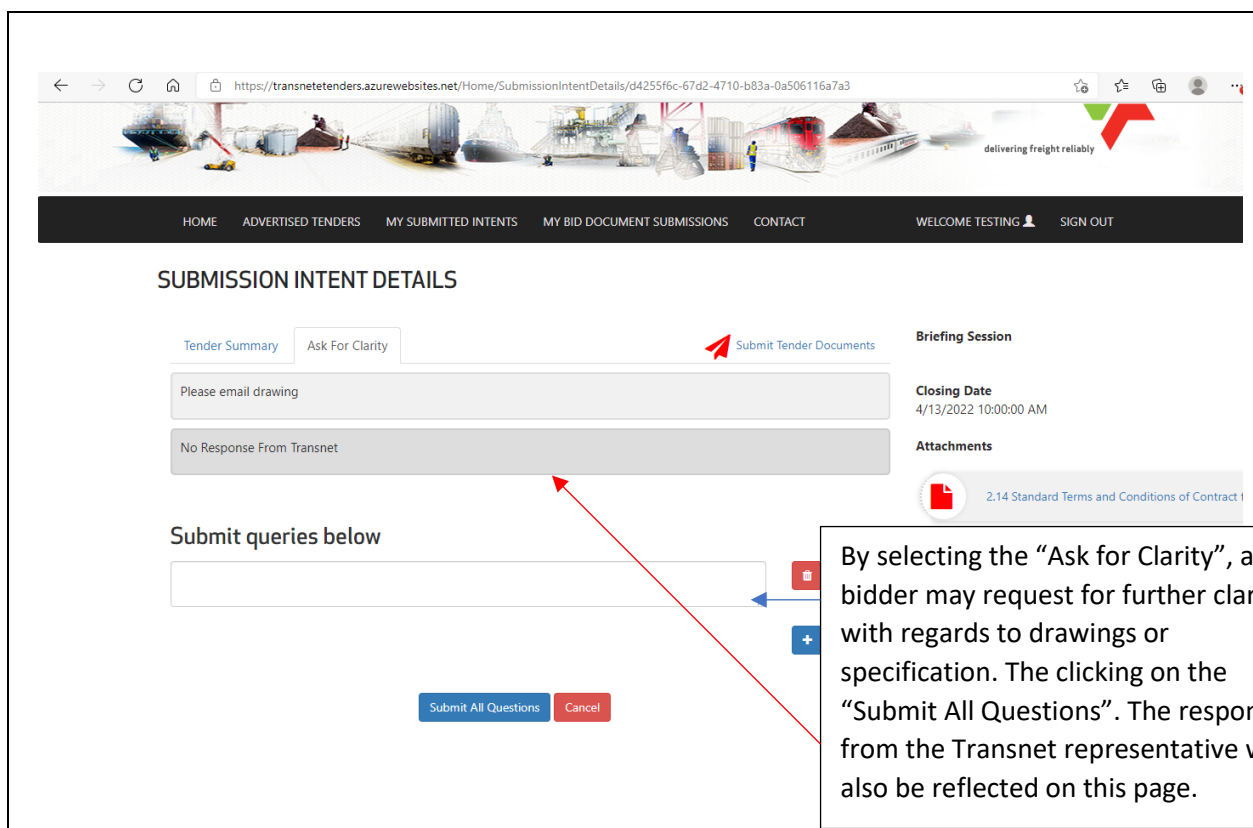
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

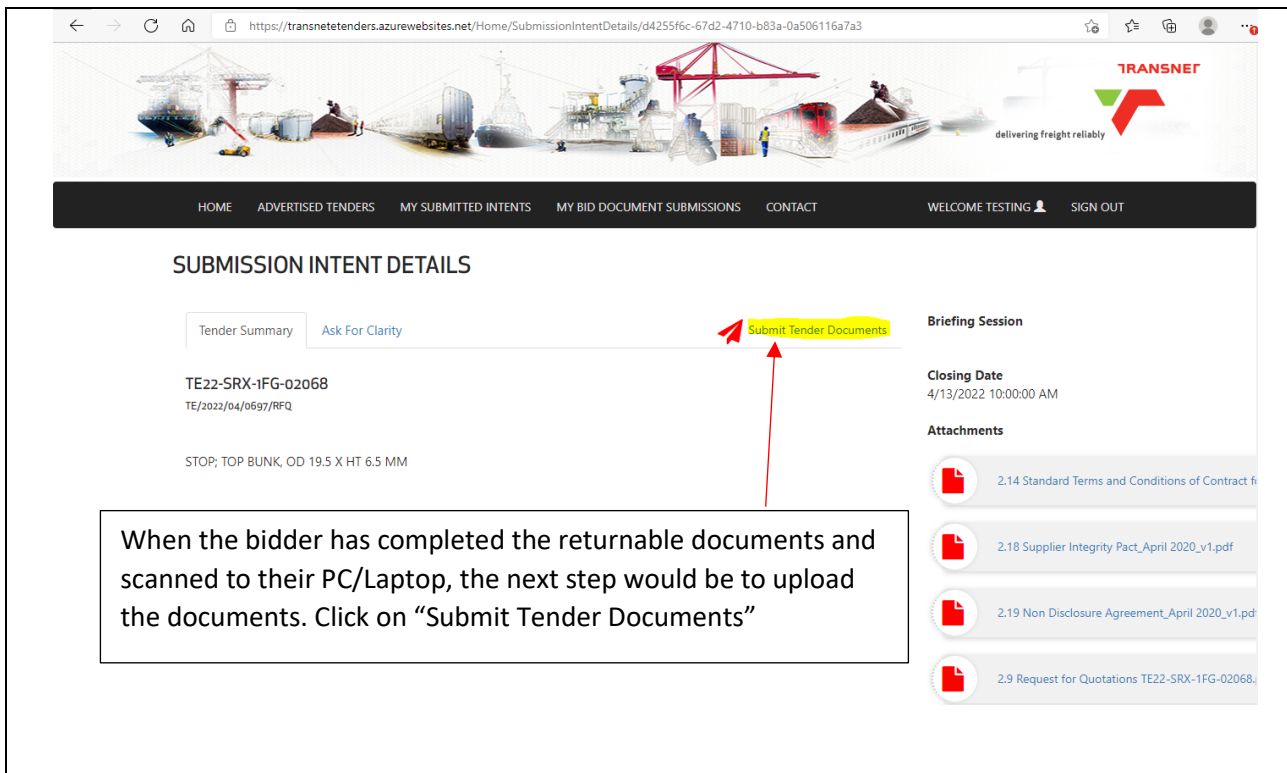
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

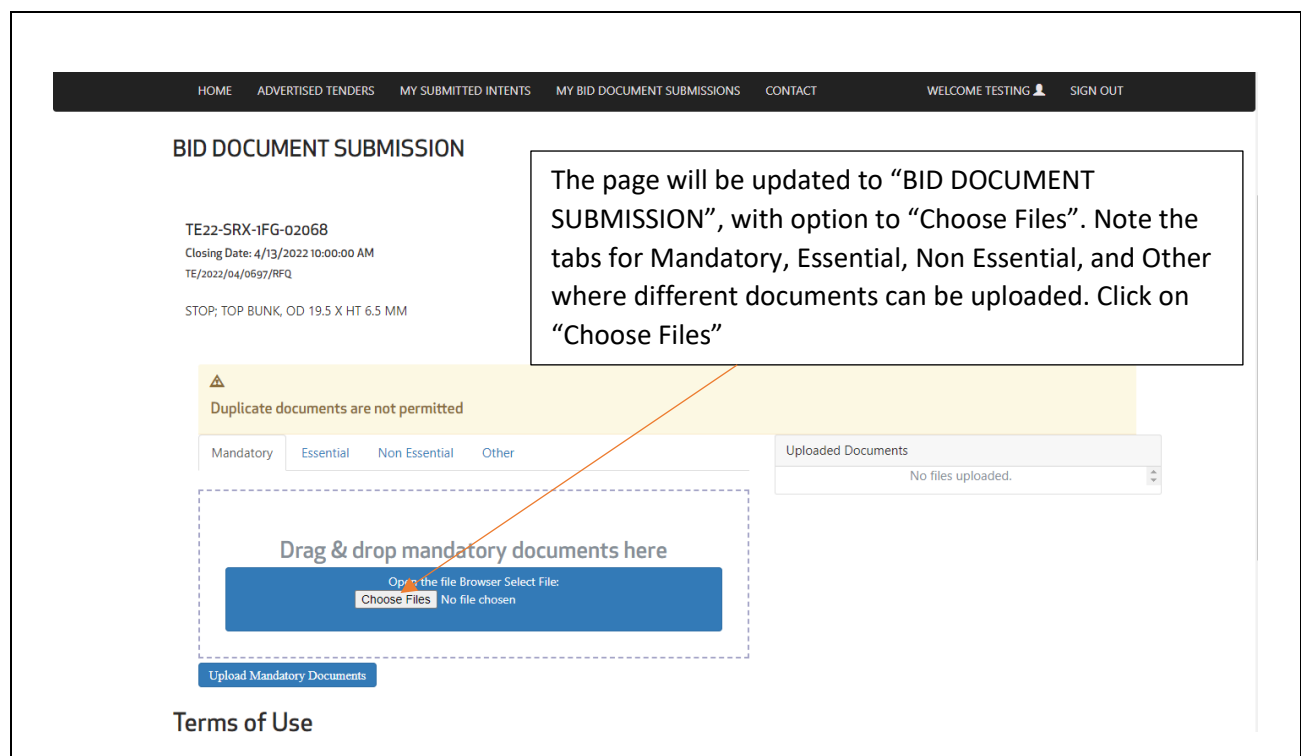
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

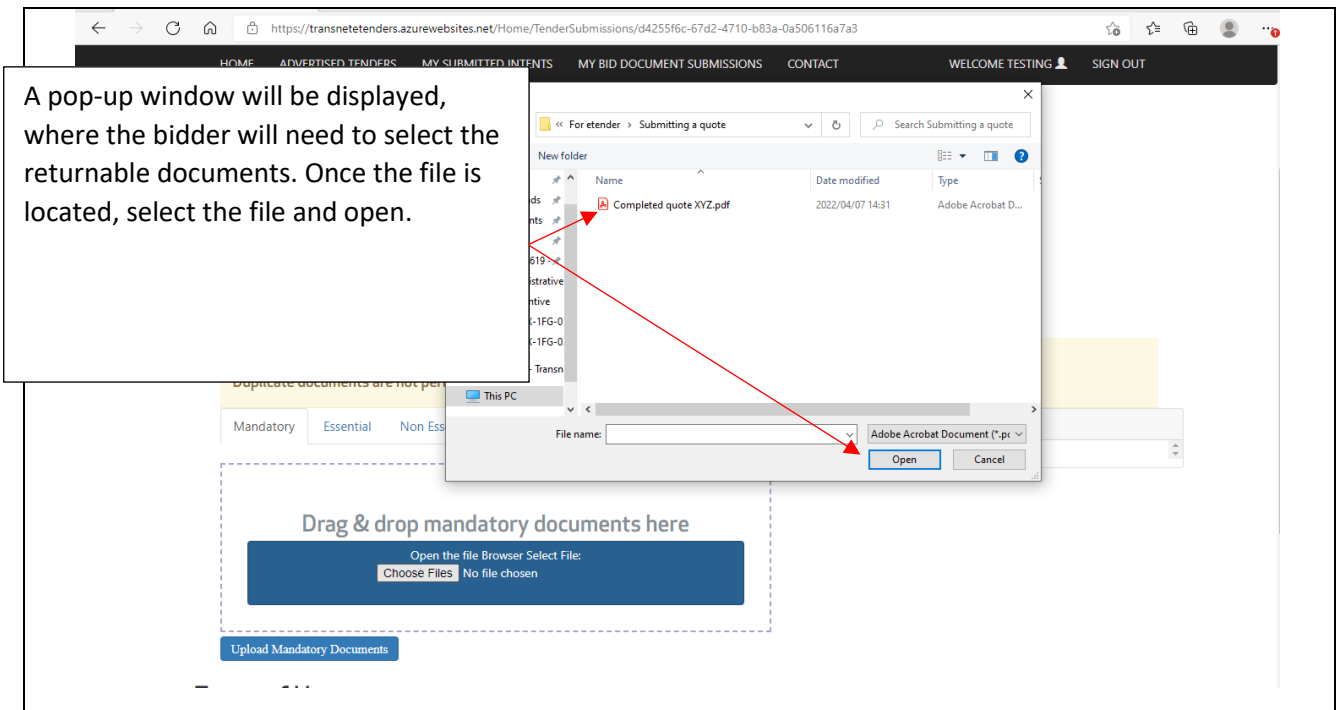
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

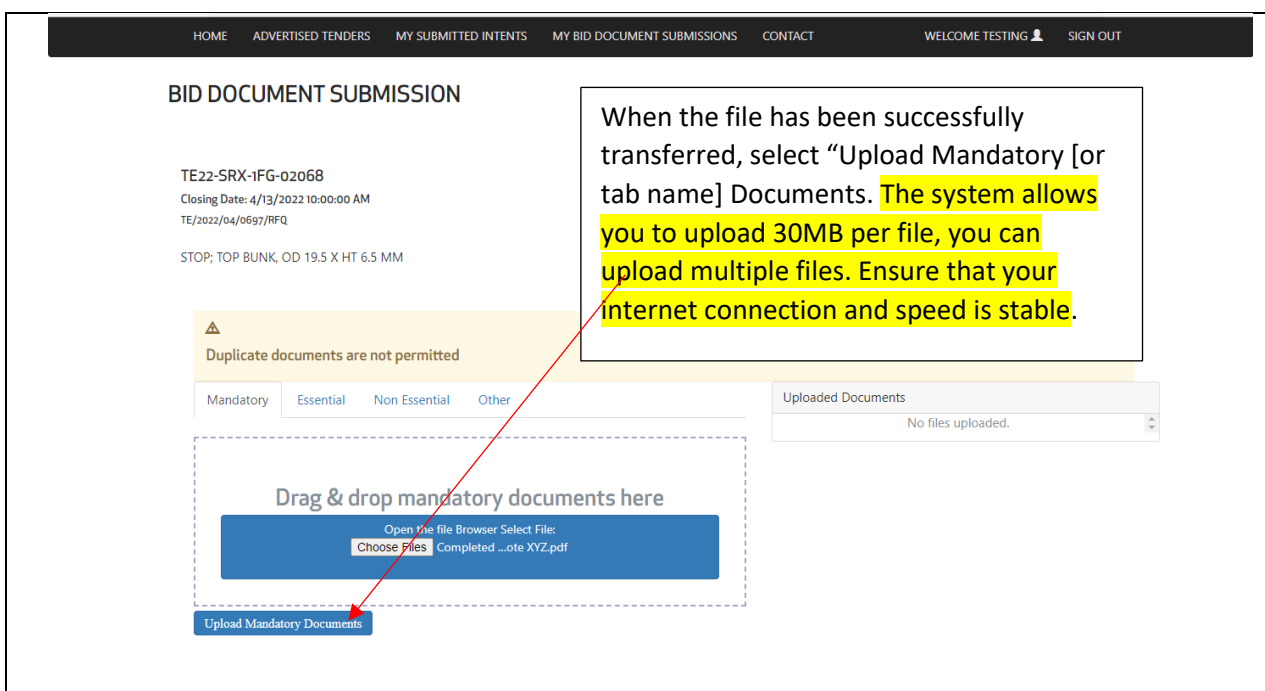
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
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Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.


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Completed quote XYZ.pdf - Document Type: Mandatory Documents

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Show 10 entries Search:

| Tender Reference Number | Name | Date Submitted | Company Name | View Details |
|-------------------------|--------------------|---------------------|----------------------|--------------|
| TE/2022/04/0697/RFQ | TE22-SRX-1FG-02068 | 4/8/2022 8:59:06 AM | Transnet Engineering | View Details |

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data



T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause | Data |
|--|---|
| C.1.1 The <i>Employer</i> is | Transnet SOC Ltd (Reg No. 1990/000900/30) |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: | |
| Part T: The Tender | |
| Part T1: Tendering procedures | T1.1 Tender notice and invitation to tender T1.2 Tender data |
| Part T2: Returnable documents | T2.1 List of returnable documents T2.2 Returnable schedules |
| Part C: The contract | |
| Part C1: Agreements and contract data | C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities |
| Part C2: Pricing data | C2.1 Pricing instructions C2.2 Pricing Schedule |

Part C3: Scope of Services C3.1 Scope of Services

Part C4: Site Information C4.1 Site Information

C.1.4 The Employer's agent is:

Name: Rory Torr - 063-407-4450
 Address: Transnet National Ports Authority
 237 Mahatma Gandhi Road
 Durban
 4001
 E – mail tenderenquiriespdu@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion are as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

3. Stage Three – Specific Goals:

Tenderers who achieve the minimum qualifying score for functionality of 70 points will be evaluated further in terms of price and specific goals. The evaluation criteria for measuring specific goals are stated in C.3.11 below.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.**

Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

| | |
|-------------------------|--|
| Identification details: | The tender documents must be uploaded with: <ul style="list-style-type: none">Name of Tenderer:Contact person and details:The Tender Number:The Tender Description Documents must be marked for the attention of: |
|-------------------------|--|

Employer's Agent: Rory Torr

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:
Time: **16:00** on the **23rd April 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

- A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
- A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African



Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is **70**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

| Functionality criteria | Sub-criteria | Sub-criteria points | Maximum number of points |
|---|---|---------------------|--------------------------|
| T2.2-02 Management and CV's of Key Persons. | Key Personnel: NEC Supervisor/Resident Engineer Relevant years of experience Education, training, skills and Professional Registration | 15 | 50 |
| | Key Personnel: Structural/Bridge Engineer/Technologist Relevant years of experience Education, training, skills and Professional Registration | 10 | |
| | Key personnel: Civil Engineer/Technologist Relevant years of experience Education, training, skills and Professional registration | 10 | |
| | Key Personnel: Electrical Engineer/Technologist Relevant years of experience Education, training, skills and Professional Registration | 5 | |
| | Key personnel: Geotechnical Engineer/Technologist Relevant years of experience Education, training, skills and | 5 | |



| | | | |
|---|---|---|------------|
| | Professional registration | | |
| | Key personnel: Land Surveyor Relevant years of experience Education, training, skills and Professional registration | 5 | |
| T2.2-03 Technical Approach | Approach paper which responds to the scope of work and outlines proposed approach / methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objective. | | 25 |
| T2.2-04 Estimated Project Duration | Level 3 Gantt chart Programme estimating duration from award to completion of study | | 5 |
| T2.2-05 Previous Experience | Completion Certificates or Letters of Completion from Clients in the last 15 years | | 15 |
| T2.2-06 Proposed Organisation Staffing | Company Organogram | | 5 |
| Maximum possible score for Functionality | | | 100 |

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Management & CVs of Key Persons
- T2.2-03 Approach Paper
- T2.2-04 Programme
- T2.2-05 Previous Experience
- T2.2-06 Proposed Organisation Staffing

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

and/or

90 where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes.

| Thresholds | Minimum Threshold |
|---------------|-------------------|
| Functionality | 70 |

| Evaluation Criteria | Final Weighted Scores |
|---------------------|-----------------------|
| Price | 80/90 |
| Specific goals | 20/10 |
| TOTAL SCORE: | 100 |

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

| Selected Specific Goal | Number of points allocated (90/10 system) (10) | Number of points allocated (80/20 system) (20) |
|--|--|--|
| B-BBEE Level of contributor (1 or 2) | 4.00 | 8.00 |
| The promotion of supplier development through subcontracting of a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. | 6.00 | 12.00 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0.00 | 0.00 |

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

| Specific Goals | Acceptable Evidence |
|---|--|
| B-BBEE Status Level of Contributor 1 or 2 | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |
| The promotion of supplier development through subcontracting of a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people | <ul style="list-style-type: none"> • Sub-contracting agreements and Declaration • CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines. • Certified copy/ies of ID Documents of the Owners which are 51% or more owned by black women, youth, and disabled people. • Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form |

Should the evidence required for any of the Specific Goals applicable in this tender not to be provided, a tenderer will score zero (0) preference points for that particular "Specific Goal"

The maximum points for this bid are allocated as follows:

| DESCRIPTION | POINTS | | POINTS |
|--|--------|-----------|--------|
| PRICE | 90 | | 80 |
| SPECIFIC GOALS: | | | |
| <ul style="list-style-type: none"> • B-BBEE Level of contributor 1 or 2 = 4 or 8 points | | | |
| The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. = 6 or 12 points | 10 | or | 20 |
| Total points for Price and Specific Goals must not exceed | 100 | | 100 |

Note: Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
 - a. Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
 - b. There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;
 - c. The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
 - d. Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - e. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
 - f. The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;



- g. cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - h. has no legal capacity to enter into the contract;
 - i. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - j. does not comply with the legal requirements, if any, stated in the tender data; and
 - k. is not able to perform the contract free of conflicts of interest.
 - l. is able, in the option of the employer to perform the contract free of conflicts of interest.
-
-

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-01 **Stage One** - as per CIDB Standard for Uniformity in Construction Procurement -
Certificate of attendance at the compulsory clarification meeting

2.1.2 Stage Two as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Management & CV's of Key Persons

T2.2-03 **Evaluation Schedule:** Approach Paper

T2.2-04 **Evaluation Schedule:** Programme

T2.2-05 **Evaluation Schedule:** Previous Experience

T2.2-06 **Evaluation Schedule:** Proposed Organisation Staffing, Organogram

2.1.3 Returnable Schedules:

General:

T2.2-07 Intention to Tender

T2.2-08 Authority to submit a Tender.

T2.2-09 Record of addenda to Tender Documents

T2.2-10 Letter/s of Good Standing

T2.2-11 Risk Elements

T2.2-12 Valid evidence of to Specific Goals (Preference Claim Form) requirements stipulated in
SBD6.1

T2.2-13 Capacity and Ability to meet Delivery Schedule

2.1.4 Agreement and Commitment by Tenderer:

T2.2-14 Annex G Compulsory Enterprise Questionnaire inclusive of Section 7: attached SBD4
and Section 8: attached SBD 6.1

T2.2-15 DPIP or FPPO

T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-17 Non-Disclosure Agreement

T2.2-18 RFP Declaration Form

T2.2-19 Service Provider Integrity Pact

T2.2-20 Certificate of Acquaintance with Tender Documents

T2.2-21 RFP Breach of Law

T2.2-22 Supplier Code of Conduct

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the Consultant
- T2.2-24 Form of Intent to provide a Performance Guarantee
- T2.2-25 Forecast Rate of Invoicing
- T2.2-26 Three (3) years audited financial statements.

2.1.6 Transnet Vendor Registration Form:

- T2.2-27 Supplier Declaration Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Price Schedule)

2.6 C2.2 Price Schedule

2.7 C3.1 Scope of Services

2.8 C4.1 Site Information

T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify

that

(Company Name)

Represented

by:

(Name and

Surname)

Was represented at the compulsory tender clarification meeting

| | | |
|-----------|--|----------------|
| Held at: | | |
| On (date) | | Starting time: |

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
*Employers Agent.***

Date

**These Schedules are required for
Evaluation Purposes**

T2.2-02: Evaluation Schedule - Qualifications & Experience of Key Persons (50)

The tenderer shall submit the following documents as a minimum requirement with the tender document:

Detailed CV's showing level of experience required for this project, including certified copies of qualifications and relevant professional registrations for people proposed for all identified posts for the project inclusive of minimum key people stated in the Works Information.

Only CV's of the Key People indicated on this returnable schedule for the required key roles in the project will be evaluated.

The project team shall include properly qualified and experienced key persons who have developed the necessary skills which include but not limited to the following:

1x NEC Supervisor/Resident Engineer

- The Resident Engineer shall hold a Bachelor of Science Degree/ Bachelor of Technology in Civil/Structural Engineering, registered as a Professional Engineer/ Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years of experience in civil/structural engineering projects. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to civil/structural engineering works to provide a professional service ensuring project objectives are achieved.

1 X Structural/Bridge Engineer

- Structural/ Bridge Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of Technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years of experience in structural/bridge construction. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to structural/bridge engineering works.

1 X Civil Engineer

- Civil Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of Technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in civil design and construction. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to civil engineering works.

1 X Electrical Engineer

- Electrical Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of Technology in Electrical Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the electrical field. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to electrical engineering works.

1 x Geotechnical Engineer

- The *services* of a Professional Geotechnical Engineer is vital to assess the ground conditions on various activities of the Works.
- The *Consultant* may procure the *services* of an experienced geotechnical engineer should they not have these services inhouse.
- Geotechnical Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of Technology in Electrical Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the geotechnical field. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to geotechnical engineering works.

1 X Land Surveyor

- Verification and monitoring of survey and setting out activities are critical to the successful completion of the project. Activities shall include, but is not limited to, approving setting out by Contractor, monitoring of layerworks, verifying as-built data, and general surveys deemed necessary.
- The *Consultant* may procure the *services* of an experienced land surveyor should they not have these services inhouse.
- The land surveyor shall be in possession of a Bachelor of Science Degree/ Bachelor of Technology in Land Surveying, registered as a Professional Surveyor/Technologist surveyor in terms of the South African Geomatics Council (SAGC) with at least 10 years of experience in the Land Surveying field. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to Land Surveying works.



Attached submissions to this schedule:

A large rectangular box with a thin black border, containing 18 horizontal dotted lines for text entry.

The scoring of the approach paper will be as follows:



| | NEC Supervisor/Resident Engineer Qualifications and Experience - 0.30 weighting | Structural/Bridge Engineer Qualifications and Experience - 0.20 weighting | Civil Engineer Qualifications and Experience – 0.20 weighting | Electrical Engineer Qualifications and Experience – 0.1 weighting | Geotechnical Engineer Qualifications and Experience – 0.1 weighting | Land Surveyor Qualifications and Experience – 0.1 weighting |
|--------------------------------|--|--|--|---|---|---|
| No Response (score 0) | The tenderer has submitted no information or inadequate information to determine a score or key persons not professionally registered with the relevant body or do not have the prerequisite qualifications or certificates or experience is not relevant to the scope of works. | | | | | |
| Poor (score 40) | NEC Supervisor/Resident Engineer with relevant experience of less than twelve (12) years with prerequisite qualifications | Structural/Bridge Engineer with relevant experience of less than twelve (12) years with prerequisite qualifications. | Civil Engineer with relevant experience of less than ten (10) years with prerequisite qualifications. | Electrical Engineer with relevant experience of less than ten (10) years with prerequisite qualifications. | Geotechnical Engineer with relevant experience of less than ten (10) years with prerequisite qualifications. | Land Surveyor with relevant experience of less than ten (10) years with prerequisite qualifications. |
| Satisfactory (score 70) | NEC Supervisor/Resident Engineer with relevant experience of twelve (12) years with prerequisite qualifications. | Structural/Bridge Engineer with relevant experience of twelve (12) years with prerequisite qualifications. | Civil Engineer with relevant experience of ten (10) years with prerequisite qualifications. | Electrical Engineer with relevant experience of ten (10) years with prerequisite qualifications. | Geotechnical Engineer with relevant experience of ten (10) years with prerequisite qualifications. | Land Surveyor with relevant experience of ten (10) years with prerequisite qualifications. |
| Good (score 90) | NEC Supervisor/Resident Engineer with relevant experience of greater than twelve (12) years but less than fifteen (15) years with prerequisite qualifications. | Structural/Bridge Engineer with relevant experience of greater than twelve (12) years but less than fifteen (15) years with prerequisite qualifications. | Civil Engineer with relevant experience of greater than ten (10) years but less than twelve (12) years with prerequisite qualifications. | Electrical Engineer with relevant experience of greater than ten (10) years but less than twelve (12) years with prerequisite qualifications. | Geotechnical Engineer with relevant experience of greater than ten (10) years but less than twelve (12) years with prerequisite qualifications. | Land Surveyor with relevant experience of greater than ten (10) years but less than twelve (12) years with prerequisite qualifications. |
| Very good (score 100) | NEC Supervisor/Resident Engineer with relevant experience equal to or greater than fifteen (15) years with prerequisite qualifications. | Structural/Bridge Engineer with relevant experience equal to or greater than fifteen (15) years with prerequisite qualifications. | Civil Engineer with relevant experience equal to or greater than twelve (12) years with prerequisite qualifications. | Electrical Engineer with relevant experience equal to or greater than twelve (12) years with prerequisite qualifications. | Geotechnical Engineer with relevant experience equal to or greater than twelve (12) years with prerequisite qualifications. | Land Surveyor with relevant experience equal to or greater than twelve (12) years with prerequisite qualifications. |

T2.2-03: Evaluation Schedule - Approach Paper [25 Points]

Approach paper which responds to the scope of work and outlines proposed approach / methodology including all aspects relating, but not limited to the programme, method statement, technical approach and understanding of the project objectives.

The tenderers must explain their understanding of the objectives of the project and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks and project constraints will be managed.

The Approach Paper should cover as a minimum the following Critical Aspects/Characteristics/Elements

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement and technical approach to the feasibility study and detailed design
- Outline the permit, licenses and authorization required for the project.
- Demonstrate an understanding of the project objectives

(Tenderers must refer to the full description of the Scope of Services):

The tenderers must attach their approach paper to this page. The approach paper should not be longer than 5 (five) pages.



The scoring of the approach paper will be as follows:

| Critical Aspects/Characteristics/Elements: | Weight | | Approach is clearly articulated and based on the Works Information | Demonstrate a clear understanding of the project objectives | Demonstrate <i>Consultant's</i> management approach to risks and constraints |
|---|--------|--------|--|---|--|
| | | Points | 10 | 5 | 10 |
| | | 25 | Scoring | | |
| 1. Proposed approach/methodology that demonstrates an understanding of the project objectives. | 0.20 | 0 | The Tenderer has submitted no information or inadequate information to determine a score. | | |
| 2. The approach/methodology narrative is related to the programme. | 0.30 | 40 | The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the project. | | |
| 3. The approach/methodology outlines the design stages, processes, procedures, expected design and project deliverables, and engagements. | 0.30 | 70 | The approach is lacking sufficient detail and is only tailored to address some of the specific project objectives and requirements. The approach does not deal with all the critical characteristics of the project. The approach to managing risk and constraints is lacking. | | |
| 4. The approach/methodology outlines the permit, licenses and authorization required | 0.10 | 90 | The approach is specifically tailored to address all of the project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach includes methodology to managing risk and constraints etc. and is specifically tailored to the critical characteristics of the project. | | |



| | | | |
|--|--------------------|-------------------|---|
| <p>for the project.</p> <p>5. The approach/methodology narrative includes the associated resources roles and responsibility for this project. It should include all design disciplines required, support staff, scheduling, costing, quality, safety, etc.</p> | <p>0.10</p> | <p>100</p> | <p>Besides meeting the “90” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.</p> <p>The approach paper details methodology to improve the project outcomes and the quality of the outputs.</p> <p>The management of risk and constraints has been more than significantly dealt with.</p> |
|--|--------------------|-------------------|---|

T2.2-04: Evaluation Schedule – Programme [5 points]

Note to tenderers:

The Tenderers submit the proposed level 3 programme as outlined below or makes reference to their proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Professional Services Contract (PSC) regarding the items to be shown on a programme.

The tenderer must submit a detailed level 3 programme (**either on Microsoft Project/Primavera format in latest version**).

The tenderer shall provide the proposed level 3 programme in both hard and soft copy (XER) format and complying with, but not limited to, the minimum format requirements, as follows:

- Activity ID
- Activity Description
- Original Duration
- Start and Finish Dates
- Time Risk Allowances
- Float

The level 3 Programme to clearly demonstrate alignment with activities/tasks in the Tenderer's Activity/Task Schedule under C2.2, resources submission under T.2.2-06 by means of clearly demonstrating the following but not limited to:

a) Level 3 Programme

The proposed programme is clear and easy to understand and presented in a Level 3 programme. The delivery dates for all key deliverables are aligned to the available resources and constraints. All the task durations and resource allocations are included, and the schedule considers potential project risks (time risk allowance).

b) Logical Sequence

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of the design stage, document stage and execution phase (construction monitoring) that will take place to provide the services is accurately identified and accounted for.

c) Critical path

The programme clearly shows the critical path and highlights the most time-sensitive tasks/activities.

d) Milestones and deliverables

The programme clearly identifies key project milestones, and the milestone dates which are

aligned to the project estimated timelines. The programme considers the dependencies between deliverables and quality requirements including interim approvals by the *Employer's Agent* and/or the *Employer*.

e) Resource Allocation

The programme identifies and appropriately allocates resources to tasks, taking account of resource constraints and availability. Resource leveling is applied to prevent overallocation or underutilization of resources.

Project estimated timelines :

The overall programme shows the tenderer's ability to execute the works in terms of the *Employer's* requirements within the required timeframe .

NOTE: Overall duration for the whole project is 37 months, split between the three Task Orders as follows:

Task Order 1: Feasibility and Detailed Engineering Designs: 9 months **(To be evaluated and scored)**

Task Order 2: Procurement Support: 4 months **(Duration is fixed for the purpose of this evaluation)**

Task Order 3: Engineering and Construction Monitoring: 24 months **(Duration is fixed for the purpose of this evaluation)**

The scoring of the Programme will be as follows:



| | Programme structure [3 points] | Overall programme durations [2 points] |
|--------------------------------------|--|--|
| No response (score 0) | The tenderer has not submitted a programme to evaluate the score | |
| Not acceptable (score 40) | The programme is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the Scope of Work and does not deal with the critical aspects of the overall programme/WBS elements in question as a subset of the overall project and or programme is not in the required format i.e. Microsoft Project/Primavera/Programme is less than level 3. | The programme is not acceptable as it will not satisfy project objectives or requirements. |
| Satisfactory (score 70) | <ul style="list-style-type: none"> ▪ The overall programme element in question addresses specific project objectives. ▪ The programme in question is complete and sufficiently decomposed, as demonstrated in the overall project which fully encompasses project scope as detailed but not limited to the Works Information; ▪ The programme in question is not adequately predictive in that it contains minor errors or omissions in critical path/s. ▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk. ▪ The programme in question contains minor errors and omissions in logic. ▪ The programme complies with some but not all the stipulations. | Task Order 1: equals 9 months Task Order 2: 4 months fixed Task Order 3: 24 months fixed |
| Good (score 90) | <ul style="list-style-type: none"> ▪ The overall programme element in question addresses specific project objectives. ▪ The programme in question is complete and sufficiently decomposed, as demonstrated in the overall project which fully encompasses project scope as detailed but not limited to the Works Information; ▪ The programme in question is adequately predictive. ▪ Activity duration estimates demonstrate the fact that the programme presents an accurate model of project risk. ▪ The programme in question does not contain errors and omissions in logic. ▪ The programme complies with all the stipulations. ▪ The programme adequately demonstrates the sequence, methodology, resource allocations, and underlying approach to provision of the <i>works</i>, and as such adequately deals with the critical characteristics of overall project. ▪ The programme in question is usable, as it allows for effective management decision making and action. | Task Order 1: Less than 9 months, greater than or equal to 8 months Task Order 2: 4 months fixed Task Order 3: 24 months fixed |
| Very good (score 100) | Besides meeting the above "90" rating, the important issues related to the scope of service are approached in an innovative and efficient way. | Task Order 1: Less than 8 months Task Order 2: 4 months fixed Task Order 3: 24 months fixed |



T2.2-05: Evaluation Schedule – Company’s Previous Experience

[15 points]

Note to tenderers:

Tenderers are required to demonstrate their company’s previous experience in the delivery of similar roads/bridges services over the last fifteen (15) years. Tenderers shall supply a sufficiently detailed reference list with names & contact details of Clients for which projects were undertaken and also provide signed completion certificates or signed letters of completion on Clients Letterheads as proof of project completion. The signed completion certificates or signed letters of completion/signed reference letter should include project name, project scope, project value, project duration, etc. **All references must be in a client’s letterhead.**

Index of documentation attached to this schedule:

| Client Name | Project Name & Description | Project Value | Project Completion Date | Signed completion certificates or signed letters of completion on Client’s Letterhead provided indicate YES |
|-------------|----------------------------|---------------|-------------------------|---|
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The scoring of the Company's Previous Experience will be as follows:

| | Company's Previous Experience [Weighting: 15 Points] |
|--|---|
| No Response (score 0) No submission | The tenderer has submitted no information or inadequate information to determine the score or has submitted signed completion certificates or signed letters of completion which are not in line with the scope of work/letter of completion/completion certificate/reference letter is not signed/not in a client's letterhead/functionality is not met. |
| Poor (score 40) | The tenderer has submitted signed completion certificates or signed letters of completion/signed reference letters for one - two (1-2) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have limited experience. |
| Satisfactory (score 70) | The tenderer has submitted signed completion certificates or signed letters of completion/signed reference letters for three (3) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have satisfactory experience. |
| Good (score 90) | The tenderer has submitted signed completion certificates or signed letters of completion/ signed reference letters for four (4) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have good experience. |
| Very Good (score 100) | The tenderer has submitted signed completion certificates or signed letters of completion/ signed reference letters for five (5) or more roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have outstanding experience. |

T2.2-06: Evaluation Schedule - Organisation and Staffing [5 points]

Tenderer shall submit the following:

A comprehensive and detailed organogram that shows the structure and composition of their entire team i.e., the main disciplines involved including the key staff/expert identified in the Contract Data Part two and the proposed technical and support staff and site staff, in addition to the minimum required key people stated in the Scope of Services.

The tenderer should propose the structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical support staff.

The organogram should also include all major sub-consultants, also showing the structure and composition of their teams.

The clearly defined roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.

The Organogram should cover as a minimum the following critical aspects:

1. Clear, concise, and easily understandable structure, with a well-defined hierarchy. The proposed structure and composition of the project team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical support staff.
2. Direct alignment with the objectives of the project.
3. Clear communication channels, promoting smooth information flow and collaboration amongst the proposed project team.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

| | Organisation and Staffing [Weighting: 5] |
|------------------------------------|--|
| No Response (score 0) | The tenderer has submitted no information or inadequate information to determine a score. |
| Poor (score 40) | The organization chart is not detailed or not complete, the staffing plan is weak in important areas of the project and or there is no clarity in allocation of tasks and responsibilities. |
| Satisfactory (score 70) | The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. (includes the on and off-site management). |
| Good (score 90) | Besides meeting the above "satisfactory (Score 70)" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. including a collaborative approach to dealing with Contractors employed by the Employer. |
| Very Good (score 100) | Besides meeting the above "good (Score 90)" rating, The organogram features the key personnel assigned to the project, along with the support staff. The organogram outlines the roles and responsibilities of these resources within the project. The proposed team is well integrated and includes proposed additional resources that will be used to address the project requirements in an outstanding manner. |

General Returnable Schedules



T2.2-07: INTENTION TO TENDER

Transnet National Ports Authority

Tender No: TNPA/2024/01/0002/53232/RFP

Closing Date: **23rd April 2024**

Email:

tenderenquiriespdu@transnet.net

PROVISION OF PROFESSIONAL SERVICE FOR THE FEASIBILITY AND DETAILED DESIGN INCLUDING PROCUREMENT SUPPORT AND SUPERVISION FOR BAYHEAD AND LANGEBERG ROAD UPGRADE, AT THE PORT OF DURBAN

We: Do wish to tender for the work and shall return our tender by the due date above **Check** **Yes** **No**

Any clarifications are to be mailed to, tenderenquiriespdu@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____



T2.2-08: AUTHORITY TO SUBMIT A TENDER.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

| A - COMPANY | B - PARTNERSHIP | C - JOINT VENTURE | D - SOLE PROPRIETOR |
|-------------|-----------------|-------------------|---------------------|
| | | | |

A. Certificate for Company

I, _____ chairperson of the board of directors
 _____, hereby confirm that by resolution
 of the board taken on _____ (date), Mr/Ms _____,
 acting in the capacity of _____, was authorised to sign all
 documents in connection with this tender offer and any contract resulting from it on behalf of
 the company.

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____ --

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____
_____ and any

contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
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NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore, we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

| Name of firm | Address | Authorising signature, name (in caps) and capacity |
|---------------------|----------------|---|
| | | |
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D. Certificate for Sole Proprietor

I, _____, hereby

confirm that I am the sole owner of the business trading as _____

_____.

Signed

Date

.....

.....

Name

Position

Sole Proprietor

.....

.....

T2.2-09: RECORD OF ADDENDA TO TENDER DOCUMENTS

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

| | Date | Title or Details |
|----|-------------|-------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |



**T2.2-10 LETTER/S OF GOOD STANDING WITH THE WORKMEN’S
COMPENSATION FUND**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

| |
|-------|
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T2.2-11: RISK ELEMENTS

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide possible mitigation thereof.

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Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Consultant’s risk are deemed to be included in the tenderer’s offered total of the Prices.



T2.2-12: VALID EVIDENCE OF SPECIFIC GOALS (PREFERENCE CLAIM FORM) REQUIREMENTS STIPULATED IN SBD6.1

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

| Specific Goals | Acceptable Evidence |
|---|--|
| B-BBEE Status Level of Contributor 1 or 2 | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |
| The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. | <ul style="list-style-type: none"> • Sub-contracting agreements and Declaration • CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate as per DTIC guidelines. • Certified copy/ies of ID Documents of the Owners which are 51% or more owned by black women, youth, and disabled people. • Doctor’s note confirming the disability and/or Employment Equity Act 1(EEA1) form |

ATTACHED SUBMISSIONS TO THIS SCHEDULE:

.....

.....

.....

.....

.....



T2.2-13: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;

Current and future work on his order book, showing quantity and type of equipment;

Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;

The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

| |
|--|
| <p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
|--|

T2.2-14 : ANNEX G COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

| | | | |
|-----------------|-------|----------|-------|
| Signed | _____ | Date | _____ |
| Name | _____ | Position | _____ |
| Enterprise name | _____ | | |

SBD4

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 |
|-----------|-----------------|---------------------------|
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2.2 Do you, or any person connected with the bidder, have a relationship with any person

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.



who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish 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?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

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.
- 3.4 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.
- 3.5 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

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.

was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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 |

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

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 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution;
- (c) Any other specific goal determined in the Transnet Preferential Procurement Policy

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

| <u>DESCRIPTION</u> | <u>POINTS</u> | | <u>POINTS</u> |
|--|---------------|-----------|---------------|
| PRICE | 90 | | 80 |
| SPECIFIC GOALS: | | | |
| <ul style="list-style-type: none"> • B-BBEE Level of contributor 1 or 2 = 4 or 8 points | | | |
| The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. = 6 or 12 points | 10 | or | 20 |
| Total points for Price and Specific Goals must not exceed | 100 | | 100 |

- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 or 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 90/80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

3.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

| Enterprise | B-BBEE Certificate & Sworn Affidavit |
|------------------|--|
| Large | Certificate issued by SANAS accredited verification agency |
| QSE | Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .] |
| EME ³ | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard |

3.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

- 3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 3.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 3.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 3.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

4. BID DECLARATION

- 4.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 5.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 6.1.1 If yes, indicate:
 - i) What percentage of the contract will be subcontracted.....%
 - ii) The name of the sub-contractor.....
 - iii) The B-BBEE status level of the sub-contractor.....



iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

| | | |
|--|--|--|
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7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Service provider
- Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....



7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
 - (f) forward the matter for criminal prosecution.

| |
|-------------------------------------|
| WITNESSES 1. 2. |
|-------------------------------------|

| |
|-------------------------------------|
| SIGNATURE(S) OF BIDDERS(S) |
| DATE: |
| ADDRESS |

T2.2-15 DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols.
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

| The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld. | | | | | | |
|--|---------------------------|---|----------------|--|--|------------|
| Is the Respondent (Complete with a "Yes" or "No") | | | | | | |
| A DPIP/FPPO | | Closely Related to a DPIP/FPPO | | Closely Associated to a DPIP / FPPO | | |
| List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement. | | | | | | |
| No | Name of Entity / Business | Role in the entity / Business (Nature of interest / Participation) | Shareholding % | Registration Number | Status (Mark the applicable option with an X) | |
| | | | | | Active | Non-Active |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements.
- 2.5 will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Level

| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

T2.2-16 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 (“POPIA”) are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za



3. SOLE AGREEMENT

3.1. The Agreement constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2024

Name: _____

Title: _____

Signature: _____

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of

.....(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:
TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 138 Eloff Street, Braamfontein, Johannesburg, 2000, South Africa
and

.....
(Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business at
.....
.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other

than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and so far, as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.



9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

.....

Position

Tenderer

.....

.....

T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:
[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:



[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

| |
|--|
| For and on behalf of duly authorised thereto |
| Name: |
| Signature: |
| Date: |

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-19 SERVICE PROVIDER INTEGRITY PACT

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they have acquainted themselves with and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet

will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:



- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address

the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation.
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.



- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices.
 - d) the intention or decision to submit or not to submit, a Tender.
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor



into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

- the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company

where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e., a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances have arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds.
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit.



- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date

T2.2-20 CERTIFICATE OF ACQUAINTANCE WITH TENDER

DOCUMENTS

NAME OF TENDERING ENTITY:

1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.



8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

I / We _____ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH:

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-22: SUPPLIER CODE OF CONDUCT

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State-Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature



2.2-23: INSURANCE PROVIDED BY THE *CONSULTANT*.

Clause 81 in NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Consultant* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

| Insurance against (See clause 81.1 of the PSC) | Name of Insurance Company | Cover | Premium |
|---|--------------------------------------|--------------|----------------|
| Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | | | |
| Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000. | | | |
| Insurance in respect of loss of or damage to own property and equipment. | | | |
| (Other) | | | |



T2.2-24: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-25: FORECAST RATE OF INVOICING

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

| |
|---|
| <p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |
|---|



T2.2-26: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

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.....

Consultant:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Consultant:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Consultant:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | |



| | |
|--|---|
| | R |
| | R |
| | R |

Proposed Sub-consultant 1:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 2:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 3:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 4:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | |



| | |
|--|---|
| | R |
| | R |
| | R |

Proposed Sub-consultant 5:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 6:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 7:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 8:



| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

Proposed Sub-consultant 9:

| Date of audited financial statement | Total Revenue for year |
|-------------------------------------|------------------------|
| | R |
| | R |
| | R |

T2.2-27 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting

documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.



SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

| | | | | | | |
|--|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Company Trading Name | | | | | | |
| Company Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Company Income Tax Number | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

Did your company previously operate under another name? Yes No

If **YES** state the previous details below:

| | | | | | | |
|--|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Trading Name | | | | | | |
| Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

Your Current Company's VAT Registration Status

| | |
|---|--|
| VAT Registration Number | |
| If Exempted from VAT registration , state reason and | |



| | |
|--|--|
| submit proof from SARS in confirming the exemption status | |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. | |

| | | |
|-------------------------|---------------------|--|
| Company Banking Details | Bank Name | |
| Universal Branch Code | Bank Account Number | |

| | | | |
|-----------------------------|--|------|--|
| Company Physical Address | | Code | |
| Company Postal Address | | Code | |
| Company Telephone number | | | |
| Company Fax Number | | | |
| Company E-Mail Address | | | |
| Company Website Address | | | |
| Company Contact Person Name | | | |
| Designation | | | |
| Telephone | | | |
| Email | | | |

| | | |
|---|-----------|-----------|
| Is your company a Labour Broker? | Yes | No |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc. | | |
| How many personnel does the business employ? | Full Time | Part Time |
| Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II. | | |

| | | | |
|--|---------------------------|--|--|
| Most recent Financial Year's Annual Turnover | <R10Million EME | >R10Million <R50Million QSE | >R50Million Large Enterprise |
|--|---------------------------|--|--|

| | | | | | | | | | |
|--|-------------------------|--------------------------------------|-------------------------|---|---|---|---|---|---|
| Does your company have a valid proof of B-BBEE status? | Yes | No | | | | | | | |
| Please indicate your Broad Based BEE status (Level 1 to 9) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Majority Race of Ownership | | | | | | | | | |
| % Black Ownership | % Black Women Ownership | % Black Disabled person(s) Ownership | % Black Youth Ownership | | | | | | |



| % Black Unemployed | | % Black People Living in Rural Areas | | % Black Military Veterans | | | |
|---|--|--------------------------------------|--|---------------------------|--|--|--|
| <p>Please Note: Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> • Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; • EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; • Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability; • A certified South African identification document will be required for all Black Youth Ownership. | | | | | | | |

| Supplier Development Information Required | |
|---|---|
| <p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise (“QSE”), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1st time.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |

| | |
|----------------------------------|---|
| SUPPLIER DEVELOPMENT PLAN | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
|----------------------------------|---|



| | |
|---|--|
| Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.). | |
| DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company. | YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents |
| ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area. | YES <input type="radio"/> NO <input type="radio"/> |
| SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.) | YES <input type="radio"/> NO <input type="radio"/> |
| GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with. | YES <input type="radio"/> NO <input type="radio"/> |
| ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention | YES <input type="radio"/> NO <input type="radio"/> |

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

| | | | |
|------------------|--|-------------|--|
| Name and Surname | | Designation | |
| Signature | | Date | |



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies
made by the provider in any 12-month period has not exceeded or is not expected to exceed R1million
threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths



APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|---|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or |



| | |
|--|---|
| | ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;” |
| Definition of “Black Designated Groups” | Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
|------------------|--|--|



| | | |
|--------------------------|--|--|
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |
|--------------------------|--|--|

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|--|---|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Business: | |
| Definition of "Black People" | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or |



| | |
|---|--|
| | <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p> |
| <p>Definition of “Black Designated Groups”</p> | <p>“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p> |

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**



| | | |
|---------------------------|---|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition) | |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp



VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

| | Yes | No |
|--|-----|----|
| 1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment. | | |
| 2. Complete the "Supplier Code of Conduct" (SCC). See attachment. | | |
| 3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller). | | |
| 4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable). | | |
| 5. Certified copy of certificate of incorporation, CM29 / CM9 (name change). | | |
| 6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC). | | |
| 7. A letter with the company's letterhead confirming both Physical and Postal address. | | |
| 8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate. | | |
| 9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit. | | |
| 10. Central Supplier Database (CSD) Summary Registration Report. | | |

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance



C1.1: FORM OF OFFER & ACCEPTANCE

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROVISION OF PROFESSIONAL SERVICE FOR THE FEASIBILITY AND DETAILED DESIGN INCLUDING PROCUREMENT SUPPORT AND SUPERVISION FOR BAYHEAD AND LANGEBERG ROAD UPGRADE, AT THE PORT OF DURBAN

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

| | |
|---|----------|
| The offered total of the Prices exclusive of VAT is | R |
| Value Added Tax @ 15% is | R |
| The offered total of the Prices inclusive of VAT is | R |
| (in words) | |

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the *tenderer* becomes the party named as the *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

Name & signature of witness _____ *(Insert name and address of organisation)* _____ Date _____



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet National Ports Authority, a division of Transnet SOC Limited
Queens Warehouse, Durban, 4001

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date



Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here, and the final draft of the contract documents shall be revised to incorporate the effect of it.

| No. | Subject | Details |
|-----|---------|---------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

By the duly authorised representatives signing this Schedule of Deviations below, the *Employer* and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name & signature of witness

Date

C1.2: Contract Data Part 1 and 2

C1.2 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|---|---|
| 1 | General | |
| | The conditions of contract are the core clauses and the clauses for main Option | |
| | dispute resolution Option and secondary Options | <p>G: Term contract</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of Right</p> <p>X10: <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X13: Performance Bond</p> <p>X18: Limitation of Liability</p> <p>Z: Additional conditions of contract</p> |

of the NEC3 Professional Services
 Contract (June 2005) (amended
 June 2006 and April 2013)



| | | | | |
|----------|---|---|------------|----------|
| 10.1 | The <i>Employer</i> is (Name): | Transnet SOC Ltd. | | |
| | Address | Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 | | |
| | Having elected its Contractual Address for the purposes of this contract as: | Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001 | | |
| 11.2(9) | The services are | Feasibility and Detailed Design Services Including Procurement Support and Construction Monitoring for Bayhead and Langeberg Roads' Upgrade. | | |
| 11.2(10) | The following matters will be included in the Risk Register | Traffic Congestion | | |
| 11.2(11) | The Scope is in | Part C3.1: Scope of Services | | |
| 12.2 | The law of the contract is the law of | the Republic of South Africa subject to the jurisdiction of the Courts of South Africa | | |
| 13.1 | The language of this contract is | English | | |
| 13.3 | The period for reply is | 2 weeks | | |
| 13.6 | The period for retention is | Five (5) years following Completion or earlier termination | | |
| 2 | The Parties' main responsibilities | | | |
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | as defined in the Scope or to be defined per Task Order | | |
| 3 | Time | | | |
| 30.1 | The starting date is | May 2024 | | |
| 30.2 | The <i>completion date</i> is | August 2027 | | |
| 30.3 | Key Dates | Task Description | Start Date | End Date |



| | | | | |
|----------|--|--|---|--------------------|
| | | TO #1 – Feasibility detailed engineering design | May 2024 | Feb 2025 |
| | | TO #2 – Procurement Support. | May 2025 | Sept 2025 |
| | | TO #3 – Level 3 Construction Monitoring and Close out. | Sept 2025 | August 2027 |
| 11.2(3) | The completion date for the whole of the services is | Thirty Seven (37) months after the start date | | |
| 31.1 | The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks | Two (2) weeks from the start date of contract for overall duration of services and the start of each task order | | |
| 32.2 | The <i>Consultant</i> submits revised programmes at intervals no longer than | Four (4) week intervals | | |
| 4 | Quality | | | |
| 40.2 | The quality policy statement and quality plan are provided within | As defined in the Scope. | | |
| 41.1 | The defects date is | 26 Weeks after Completion of a Task for the services associated with such Task unless otherwise stipulated in a task order | | |
| 5 | Payment | | | |
| 50.1 | The assessment interval is on the | Twentieth (20th) day of each successive month and the invoice date is Twenty-fifth (25th) day of each successive month. | | |
| 50.3 | The <i>expenses</i> stated by the <i>Employer</i> are | Item | Amount | |
| | | Economy air fares | Expenses/claims/costs pertaining to these items must be specifically and individually approved (in writing) by the <i>Employer</i> before the <i>Consultant</i> incurs any corresponding expense. Expenses will only be paid on a proven cost basis (specifically the | |
| | | Car hire not exceeding group B | | |
| | | Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent | | |



| | | | |
|----------|--|--|--|
| | | submission of a detailed invoices) | |
| 51.1 | The period within which payments are made is | Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received. | |
| 51.2 | The currency of this contract is the | South African Rand (ZAR) | |
| 51.5 | The interest rate is | the prime lending rate of the Rand Merchant Bank of South Africa | |
| 6 | Compensation events | No additional data required for this section of the conditions of contract | |
| 7 | Rights to material | No additional data required for this section of the conditions of contract | |
| 8 | Indemnity, insurance and liability | | |
| 81.1 | The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are | | |
| | Event | Cover | Period following Completion of the whole of the services or earlier termination |
| | failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the services | Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims | 52 Weeks |



| | | |
|--|---|----------------|
| death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims | 0 Weeks |
| death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended. | |
| Motor Vehicle Liability Insurance | Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R5 000 000.00 | |



| | | |
|-----------|--|---|
| 81.1 | The <i>Employer</i> provides the following insurances | <p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the services</p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p> |
| 82.1 | The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p>For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R2 000 000.00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultants</i> liability will be limited to the final total of the Prices.</p> |
| 9 | Termination | No additional data required for this section of the conditions of contract |
| 10 | Data for main Option clause | |
| G | Term contract | |
| 21.4 | The <i>Consultant</i> prepares forecasts of the total Time Charge and expenses at intervals no longer than | Four (4) Weeks |
| 11 | Data for Option W1 | |
| W1.1 | The Adjudicator is (Name) | <p>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an Adjudicator</p> |

| | | |
|---------|---|--|
| W1.2(3) | The Adjudicator nominating body is: | The Chairman of the Association of Arbitrators (Southern Africa) |
| W1.4(2) | The tribunal is: | Arbitration |
| W1.4(5) | The arbitration procedure is | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) |
| | The place where arbitration is to be held is | Durban, KwaZulu Natal, South Africa |
| | The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa) |

12 Data for secondary Option clauses

| | | |
|-------------|--|--|
| X1 | Price adjustment for inflation | |
| X1.4 | The index is | The "Consumer Price Index (CPI)" for "All Items" as published by Statistics South Africa in Table 1 of the Statistical Release P0141, "Consumer Price Index - Additional Tables". |
| | The staff rates are | The staff rates are fixed at the Contract Date and are not variable with changes in salary |
| X2 | Changes in the law | |
| X2.1 | The law of the project is | The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa. |
| X7 | Delay damages | |
| X7.1 | Delay damages for Completion of the whole of the services are | R15 000.00 per day |
| X7.3 | The <i>Consultant</i> pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until Task Completion | Task Order #1 - R 15 000.00 per day Task Order #2 - R 15 000.00 per day Task Order #3- R 15 000.00 per day |



| | | |
|------------|--|---|
| X9 | Transfer of Rights | The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc.) and all other material items which transfer these rights to the <i>Employer</i>. |
| X10 | The <i>Employer's Agent</i> | |
| X10.1 | The <i>Employer's Agent</i> is | |
| | Name: | TBC |
| | Address | Queens Warehouse 237 Mahatma Gandhi Road Durban |
| | The authority of the <i>Employer's Agent</i> is | The <i>Employers Agent</i> is delegated to carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1, 90, 91 and 92 (Termination) |
| X13 | Performance Bond | |
| X13.1 | The amount of the performance bond is | 5% of total of the Prices Including VAT |
| X18 | Limitation of liability | |
| X18.1 | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | The <i>Employer</i> and the <i>Consultant</i> shall indemnify each other against liability for any consequential or indirect damages or losses howsoever arising, as a result of performance in terms of this agreement. |
| X18.2 | The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: | The Cost of correcting the Defect. |
| X18.3 | The <i>end of liability date</i> is | Five (5) Years after Completion of the whole of the <i>services</i>. |



| | |
|-------------|---|
| Z | <i>Additional conditions of contract</i> |
| | The <i>additional conditions of contract</i> are |
| Z1: | Obligations in respect of Joint Venture Agreements |
| Z1.1 | <p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <p>Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. <ul style="list-style-type: none"> • Financial requirements for the Joint Venture: |



| | | |
|------|--|--|
| | | <ul style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture; |
| Z1.2 | | <p>Insert additional core clause 21.6.</p> <p>21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p> |
| Z2 | Additional obligations in respect of Termination | |
| Z2.1 | | <p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract |
| Z2.2 | | <p><i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p> |
| Z3 | Additional obligations in respect of Termination | |
| | | <p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)'</p> |
| Z4 | Right Reserved by Transnet to Conduct Vetting through SSA | |
| Z4.1 | | <p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of</p> |



| | | |
|-------------|---|--|
| | | <p>any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state. |
| Z5 | Additional Clause Relating to Collusion in the Construction Industry | |
| | | The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting. |
| Z6 | Protection of Personal Information Act | The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act. |
| Z7 | Consultant's Responsibility for the Design | |
| Z7.1 | | <p>The <i>Consultant</i> shall be fully liable and responsible for the engineering design as Annexed to the Scope, which was produced and provided by <i>Others</i>. The <i>Consultant</i> shall not provide an alternate design.</p> <p>The <i>Consultant</i> shall not change the design in any way whatsoever that contradicts the original design to the point where it alters or changes the basis upon which the provided design was produced. Any minor alterations or amendments to the design during construction are subject to the approval of the <i>Employer's Agent</i>. The <i>Consultant</i> shall take full responsibility for the design.</p> |



| | |
|--------------------|--|
| <p>Z7.2</p> | <p>Failure by the <i>Consultant</i> to take full responsibility for the postulated design shall result in breach of this contract. At contract stage the design provided by <i>Others</i> as Annexed to the Scope, shall become the <i>Consultant's</i> design. As such, the <i>Consultant</i> shall sign off the As-Built drawings after construction and bear the full engineering responsibility in terms of the "Duties of Designer" as described under clause 6, GRN 84 of the Construction Regulations (Act 85 of 1993) for the <i>services</i>.</p> <p>In addition, the <i>Consultant</i> shall provide the services equivalent to Stage 5 as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000.</p> <p>The <i>Consultant</i> takes on the responsibility of a "registered person" in accordance to the ECSA Code of Conduct.</p> |
| <p>Z8</p> | <p>Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action</p> |
| <p>Z8.1</p> | <p>Any declared, exposed or confirmed tender rigging.</p> |
| <p>Z8.2</p> | <p>The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.</p> |
| <p>Z8.3</p> | <p>To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</p> |
| <p>Z8.4</p> | <p>The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful</p> |



| | | |
|--------------|---|---|
| | | inducements and rewards shall not constitute grounds for termination. |
| Z8.5 | | If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). |
| Z9 | The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to: | Politically Exposed Persons including any allegations with regards to State Capture. |
| Z10 | The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to: | Blacklisting by any State Entity on the National Treasury database. |
| Z11 | Time | |
| Z11.1 | | <i>Clause 33.2. is added as an additional clause.</i> The <i>Employer</i> may at any time suspend part or all of the <i>services</i> . As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated. |
| Z12 | Compensation Events | |
| Z12.1 | | Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> . |
| Z13 | Limitation of liability | |
| Z13.1 | | Add to core clause 82.1 and X18 |



| | |
|--------------|--|
| Z13.2 | For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i> . |
| Z14 | Additional clauses relating to cession of rights |
| Z14.1 | Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing. |
| Z15 | <i>Employer's Step in rights</i> |
| Z15.1 | If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-Consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> . |
| Z15.2 | The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end. |
| Z16 | Payment & the first assessment interval |
| Z16.1 | In the event that the <i>Consultant</i> is not loaded on the vendor data base, the <i>Employers Agent's</i> first assessment of the amount due will be done once the <i>Consultant</i> has been successfully loaded as a vendor on the <i>Employers</i> data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC PSC Clause 50.1 the following text is removed in its entirety "and is no later than the <i>assessment</i> interval after the <i>starting date</i> ". |

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering *Consultant* is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 159 of the PSC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

| Clause | Statement | Data |
|----------|---|---|
| 10.1 | The <i>Consultant</i> is (Name): Address Tel No. Fax No. | |
| 22.1 | The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience: | |
| Info. | | CV's (and further key persons data including CVs) are appended to Tender Schedule entitled . |
| 11.2(10) | The following matters will be included in the Risk Register | |
| 11.2(13) | The staff rates are: | Refer to Part C2.2 |
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | As defined in the Scope of Services |

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009



| | |
|----------|---|
| | |
| G | Term contract |
| 11.2(25) | The task schedule is in Refer to Part C2.2 |

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Service Contract - June 2005 (with amendments June 2006 and April 2013).

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Performance Guarantee is provided here for convenience but is to be treated as part of the Services Information.

The organisation providing the Performance Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Performance Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Guarantor)

Transnet SOC Ltd
C/o Transnet National Ports Authority
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Guarantee for Contract No:

With reference to the above numbered contract made or to be made between

{Transnet SOC Ltd, Registration No. 1990/000900/30}

(the *Employer*) and

{Insert registered name and address of the *Consultant*}

(the *Consultant*), for

{Insert details of the *Services* from the Contract Data}

(the *Services*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

and duly authorised thereto do hereby provide the following Performance Guarantee, as required under the above Contract, subject to the following conditions:

1. Any reference in this Performance Guarantee to the above Contract / services is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship.
2. The Guarantor's obligation under this Performance Guarantee is restricted to the payment of money.
3. The terms *Employer*, *Consultant*, *Employer's Agent*, *Services* and *Completion* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
4. We renounce all benefits from any legal exceptions which might or could be pleaded against the validity of this Performance Guarantee.
5. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Consultant's* obligation shall not affect the validity of this Performance Guarantee.
6. This Performance Guarantee will lapse on the earlier of:
 - the date that the Guarantor receives a notice from the *Employer's Agent* stating that the Completion Certificate for the whole of the *Services* has been issued, that all amounts due from the *Consultant* as certified in terms of the Contract have been received by the *Employer* and that the Consultant has fulfilled its obligations under the Contract, or
 - the date that the Guarantor issues a replacement Performance Guarantee for such lesser or higher amount as may be required by the *Employer's Agent*.

7. Always provided that this Performance Guarantee will not lapse in the event the Guarantor is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this Guarantee shall remain in force until all such claims are paid and settled.

8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Employer's Agent* to the Guarantor calling up this Performance Guarantee stating that:

8.1 The Contract has been terminated due to the *Consultant's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;

9. Our total liability hereunder shall not exceed the Guaranteed Sum of:
 (say) _____

R _____

10. This Performance Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

11. This Performance Guarantee, accompanied by the required demand notice and termination certificate as per clause 8, shall be regarded as a liquid document for the purpose of obtaining a court order.

Signed _____ on _____ day of _____ 2024
 at _____ this _____

| | | |
|-------------------------------|-------|-------|
| Signature(s) | _____ | _____ |
| Name(s) (printed) | _____ | _____ |
| Position in Guarantor company | _____ | _____ |
| Signature of Witness(s) | _____ | _____ |
| Name(s) (printed) | _____ | _____ |

Part C2: Pricing Data

PART C2: PRICING DATA

| Document reference | Title | No of pages |
|--------------------|-------------------------------|-------------|
| C2.1 | Pricing assumptions: Option G | 2 |
| C2.2 | Pricing Schedule | 9 |

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

- 1) The *Consultant* shall be paid under the NEC Option G contract (Term Service) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).
- 5) The hourly rates for salaried staff include all protective clothing and all standard equipment.
- 6) The staff rate for casual labour shall include the provision of all protective clothing.
- 7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 8) The staff rates derived from the Pricing Schedule exclude value added tax.

C2.1.2 Expenses

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of the project, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) No expenses/claims/costs related to a subsistence allowance will be paid to the service provider. As such, any expense/claim/cost related to a subsistence allowance is deemed to be included in the *Consultant's* staff rates.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite, and return from the jobsite to *Consultant's* usual place of business. The rates utilized will be the Department of Public Works and Infrastructure - Rates for Reimbursable expenses (as updated). The first 50km's of a one way trip from the *Consultant's* usual place of business to the jobsite is not reimbursable/payable. For example: If the *Consultant* travels 67km's from their office to the jobsite, then the calculation of travel expenses is as follows: 67km - 50km = 17km. Only 17km is claimable for one way. For going & coming (i.e. a two way trip, then the claimable km's is 17km's x 2 = 34km's). *Consultants* will not be paid for travel time. This is the time that a *Consultant* will take to travel to the jobsite. The maximum engine size claimable is 1600cc.
- 4) The transportation, accommodation and costs for work that is distinct from and not covered in the scope of work such as: excavation of test pits, boreholes, drilling, testing, sampling and making good etc, shall be multiplied by a factor to compensate the *Consultant* for any unrecovered costs associated with these items.
- 5) All air travel shall be in economy class on a scheduled airline.

6) Accommodation means a

- a) bed and breakfast;
- b) guest house;
- c) self catering; or
- d) hotel having a star rating of 1, 2 or 3

as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

7) Breakfast not included in accommodation must be itemized/invoiced separately.

8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

9) Expenses/claims/costs pertaining to items: 4, 5, 6, 7 and 8 listed above must be specifically and individually approved (in writing) by the *Employer* before the *Consultant* incurs any corresponding expense. Expenses will only be paid on a proven cost basis (specifically the submission of a detailed invoices).

C2.2 Pricing Schedule

The staff rates are:

| Category | | Basis of staff rate, excluding VAT | Applicable parameter |
|----------|---|---|----------------------|
| 1 | Director or member providing strategic guidance in planning and executing a project and performing quality management checks. | Rate per hour in Rand | R \ hour |
| 2 | Professionals who provide advice at a level of specialization where such advice is recognized as that of an expert | | R \ hour |
| 3 | Professionally qualified staff, with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to a project. | | R \ hour |
| 4 | Salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories 1, 2 or 3. | Cents per hour for every R100 total annual cost of employment | c/hr/R100 |
| 5 | Casual labour employed on a daily basis | Factor times daily market related wage | Factor = |

The expenses are:

| Category | | Basis of expense, excluding VAT | Applicable parameter |
|----------|---|---------------------------------|----------------------|
| 1 | N/a | N/a | N/a |
| 2 | Factor applied to costs for the excavation of test pits, boreholes, drilling, testing and sampling and making good. | Factor times cost | Factor = |
| 3 | Factor applied to transportation, accommodation and costs for work that is distinct from and not covered in the scope of work | Factor times cost | Factor = |
| 4 | Private car or MPV | | |
| 4.1 | Engine capacity less than or equal to 1600 cc | Cost per km in Rands | R /km |
| 4.2 | Engine capacity greater than 1600 cc | | R /km |
| 5 | Pick up vans and bakkies | | |
| 5.1 | Engine capacity less than or equal to 1600 cc | Cost per km in Rands | R /km |
| 5.2 | Engine capacity greater than 1600 cc | | R /km |

C2.3 Task Schedule

The *Employer's* Task Schedule is listed below and is a summation of the Tenderers Task Schedule. The Tenderer can make reference to his Task Schedule and attaches it to this schedule.

The details given below are to be completed in full for commercial evaluation purposes and the Tenderer may not expand/break down/combine/split the description of the activities to suit their particular methods within the line item in the Task Schedule. This will assist the *Employer* with comparison of the pricing, for each of the tasks.

| Item | Activity Description | SUM | Price | Proposed Payment Date |
|-----------|--|-----|-------|-----------------------|
| 1. | TASK ORDER 1 (Estimated Duration: 9 months) The <i>Consultant</i> (in pricing this aspect) must consider the detailed requirements listed in pages 9 to 17 of Part C3 – Scope of Services. | | | |
| 1.1 | The <i>Consultant</i> shall commence and complete the feasibility and detailed engineering design work to a 100% AFC level of detail which includes the development of engineering design works to a level that is fit for purpose to support procurement, construction and project controls | | | |
| 1.2 | Review and Analyse Information Provided by the <i>Employer</i> | | | |
| 1.2.1 | Prepare and present a Preliminary Review Report highlighting gaps that need to be closed, further tests and studies to be conducted and a list of additional documents that the <i>Consultant</i> needs from the <i>Employer</i> . | SUM | | |
| 1.2.2 | Prepare and present a Detailed Review Report highlighting gaps that need to be closed, further tests and studies to be conducted and a list of additional documents that the <i>Consultant</i> needs from the <i>Employer</i> . | SUM | | |
| 1.3 | Identify statutory and regulatory requirements | | | |
| 1.3.1 | Prepare and present a Preliminary Report on how the project design will comply with statutory and regulatory requirements. | SUM | | |

| | | | | |
|--------|---|-----|--|--|
| 1.3.2 | Prepare and present a Detailed Report on how the project design will comply with statutory and regulatory requirements. | SUM | | |
| 1.4 | Conduct Visual Assessment of the Roads | | | |
| 1.4.1 | Prepare and present a Preliminary Road Condition Assessment Report. | SUM | | |
| 1.4.2 | Prepare and present a Detailed Road Condition Assessment Report with recommendations and assumptions on required remedial action. | SUM | | |
| 1.4.3 | Prepare and present a Preliminary Bridge Structural Assessment Report. | SUM | | |
| 1.4.4 | Prepare and present a Detailed Bridge Structural Assessment Report with recommendations and assumptions on the required bridge remedial action. | SUM | | |
| 1.5 | Detailed Design, Studies and Documentation | | | |
| 1.5.1 | Prepare and present a Geotechnical Investigation Report with recommendations and any proposed remedial works designs. | SUM | | |
| 1.5.2 | Compile, prepare and present Survey data (land surveys, topographical surveys and hydrographic surveys) inclusive of a survey report and relevant drawings. | SUM | | |
| 1.5.3 | Prepare and present assumptions and design criteria report. | SUM | | |
| 1.5.4 | Prepare and present Design Calculations. | SUM | | |
| 1.5.5 | Conduct, prepare and present Design Reviews. | SUM | | |
| 1.5.6 | Prepare and present tender and approved for construction drawings (all disciplines) for new works and remedial works. | SUM | | |
| 1.5.7 | Prepare, compile and present project specifications. | SUM | | |
| 1.5.8 | Prepare and present unpriced Bills of Quantities in Excel format and PDF. | SUM | | |
| 1.5.9 | Prepare and present Priced Bills of Quantities in Excel format and PDF. | SUM | | |
| 1.5.10 | Prepare and present cash-flow and S-Curve that is aligned to the programme, for the execution phase. | SUM | | |
| 1.5.11 | Prepare and present basis of estimate report. | SUM | | |
| 1.5.12 | Prepare and present basis of schedule report. | SUM | | |

| | | | | |
|--------|--|-----|--|--|
| 1.5.13 | Prepare and present baseline schedule for the remaining stages of the project using Primavera P6 and MS Project (Preferred is Primavera P6). | SUM | | |
| 1.5.14 | Prepare and present Pavement Design Report. | SUM | | |
| 1.5.15 | Prepare and present Bridge 1 Design Report. | SUM | | |
| 1.5.16 | Prepare and present Bridge 2 Design Report. | SUM | | |
| 1.5.17 | Prepare and present Bridge 3 Design Report. | SUM | | |
| 1.5.18 | Prepare and present Bridge 4 Design Report. | SUM | | |
| 1.5.19 | Prepare and present Bridge 5 Design Report. | SUM | | |
| 1.5.20 | Prepare and present Bridge 6 Design Report. | SUM | | |
| 1.5.21 | Prepare and present Traffic Design Report. | SUM | | |
| 1.5.22 | Prepare and present Electrical Design Report. | SUM | | |
| 1.5.23 | Prepare and present a Comprehensive Design Report (all disciplines). | SUM | | |
| 1.5.24 | Prepare and present Traffic Management Plan. | SUM | | |
| 1.5.25 | Prepare and present Preliminary Traffic Impact Assessment Report. | SUM | | |
| 1.5.26 | Present Approved Traffic Impact Assessment Report. | SUM | | |
| 1.5.27 | Prepare and present Draft Socio-Economic Impact Report. | SUM | | |
| 1.5.28 | Prepare and present Final Socio-Economic Impact Report. | SUM | | |
| 1.5.29 | Prepare and present Draft Flood Study/Risk Assessment Report. | SUM | | |
| 1.5.30 | Prepare and present Final Flood Study/Risk Assessment Report with a detailed Risk Response Plan. | SUM | | |
| 1.5.31 | Prepare and present Draft Project Execution Plan. | SUM | | |
| 1.5.32 | Prepare and present Final Project Execution Plan. | SUM | | |
| 1.5.33 | Prepare and present Draft Project Risk Management Plan. | SUM | | |
| 1.5.34 | Prepare and present Final Project Risk Management Plan. | SUM | | |
| 1.5.35 | Prepare and present Draft Quality Management Plan. | SUM | | |
| 1.5.36 | Prepare and present Final Quality Management Plan. | SUM | | |

| | | | | |
|--------------------------------|--|-----|--|--|
| 1.5.37 | Prepare and present Draft Construction Schedule. | SUM | | |
| 1.5.38 | Prepare and present Final Construction Schedule. | SUM | | |
| 1.5.39 | Convening, Chairing & Compiling minutes of all design progress and technical meetings. | SUM | | |
| 1.5.40 | Obtain Environmental approvals and all relevant permits and licences. | SUM | | |
| 1.5.41 | Compile and present Feasibility Report. | SUM | | |
| 1.5.42 | Compile and present the feasibility report, detailed engineering design and PLP documents for Gate review. | SUM | | |
| 1.5.43 | Disbursements For Task Order 1 | SUM | | |
| SUB-TOTAL: TASK ORDER 1 | | | | |

| 2. | TASK ORDER 2 (Estimated Duration: 4 months) | SUM | PRICE | PROPOSED PAYMENT DATE |
|-------|---|-----|-------|-----------------------|
| | The <i>Consultant</i> (in pricing this aspect) must consider the detailed requirements listed in pages 17 to 18 of part C3 – Scope Of Services. | | | |
| 2.1 | The <i>Consultant</i> shall provide procurement support to the <i>Employer</i> during the procurement stages. The support includes the <i>Consultant's</i> involvement in technical queries, tender clarification, site visits, technical evaluation and producing technical documentation, as and when required. | | | |
| 2.1.1 | Develop and present a procurement strategy for contractors, sub-contractors and suppliers. | SUM | | |
| 2.1.2 | Develop and present Procurement Programme. | SUM | | |
| 2.1.3 | Advise and ensure that there is appropriate insurance for the project. | SUM | | |
| 2.1.4 | Attend procurement meetings and provide responses to technical queries and minutes as required by the <i>Employer</i> . | SUM | | |
| 2.1.5 | Engage in the clarification and negotiation process as required by the <i>Employer</i> . | SUM | | |
| 2.1.6 | Prepare and present Supplier Agreements. | SUM | | |
| 2.1.7 | Prepare and present Sub-Contractor Agreements. | SUM | | |

| | | | | |
|--------------------------------|---|-----|--|--|
| 2.1.8 | Prepare and present Tender/Contract Conditions. | SUM | | |
| 2.1.9 | Prepare and present Tender Packages. | SUM | | |
| 2.1.10 | Prepare and present Purchase Orders. | SUM | | |
| 2.1.11 | Disbursements For Task Order 2 | SUM | | |
| SUB-TOTAL: TASK ORDER 2 | | | | |

| 3. | TASK ORDER 3 (Estimated Duration: 24 months) | DURATION (MONTHS) | RATE PER MONTH | TOTAL AMOUNT |
|--------|---|--------------------------|-----------------------|---------------------|
| | The <i>Consultant</i> (in pricing this aspect) must consider the detailed requirements listed in pages 18 to 20 of part C3 – Scope of Services. | | | |
| 3.1 | Undertake Level 3 construction monitoring and close-out functions as well as engineering management for the Bayhead and Langeberg Road Upgrade project on behalf of the <i>Employer</i> . | | | |
| 3.1.1 | Prepare and present revised Project Execution Plan. | | | |
| 3.1.2 | Prepare and present revised Traffic Management Plan. | | | |
| 3.1.3 | Prepare and present Issue Logs. | | | |
| 3.1.4 | Prepare and present Risk Mitigation Records. | | | |
| 3.1.5 | Prepare and present revised Project Risk Management Plan. | | | |
| 3.1.6 | Prepare and present Quality Inspection Reports. | | | |
| 3.1.7 | Prepare and present Revised Quality Management Plan. | | | |
| 3.1.8 | Prepare and present revised Schedule on Primavera P6 or MS Project (Preferred one is Primavera P6). | | | |
| 3.1.9 | Prepare and present Cost Reports. | | | |
| 3.1.10 | Prepare and present revised Health and Safety Plan. | | | |
| 3.1.11 | Prepare and present Emergency Evacuation Plan. | | | |
| 3.1.12 | Print and issue three copies of approved construction drawings/documentation in accordance with the documentation schedule including, in the case of structural engineering, | | | |

| | | | | |
|--------------------------------|--|--|--|--|
| | reinforcing bending schedules, detailing and specifications of structural steel sections and connections. | | | |
| 3.1.13 | Prepare, issue and compile contract instructions. | | | |
| 3.1.14 | Prepare and present financial control reports. | | | |
| 3.1.15 | Arrange and facilitate the delivery of all statutory certifications and certificates of compliance. | | | |
| 3.1.16 | Compile contract close out and submission of data packs. | | | |
| 3.1.17 | Prepare and present the Project Environmental Management Plan. | | | |
| 3.1.18 | Complete, issue and sign-off final as-built drawings and documentation. | | | |
| 3.1.19 | Facilitate, coordinate and present road maintenance manual. | | | |
| 3.1.20 | Inspect the works and compile practical completion and defects list. | | | |
| 3.1.21 | Conduct interim valuations for payment certificates. | | | |
| 3.1.22 | Compile a record of variations and all minutes of all meetings held and chaired by the <i>Consultant</i> . | | | |
| 3.1.23 | Prepare and present final accounts. | | | |
| 3.1.24 | Update drawings as necessary as required and issue drawings' registers. | | | |
| 3.1.25 | Disbursements For Task Order 3 | | | |
| SUB-TOTAL: TASK ORDER 3 | | | | |

| | | |
|-----|---|--|
| 4.1 | TOTAL PRICE to be carried over to the Form of Offer and Acceptance (excluding VAT) (T01 + T02 + T03) | |
| 4.2 | VALUE ADDED TAX @ 15% to be carried over to the Form of Offer and Acceptance (T01 + T02 + T03) | |
| 4.3 | TOTAL PRICE to be carried over to the Form of Offer and Acceptance (including VAT) (T01 + T02 + T03) | |

| 5.0 | RESOURCE (<i>Consultant</i> to add any resources not included in the list but required to undertake the stated tasks) | RATE PER HOUR |
|------------|---|----------------------|
| 5.1 | NEC Supervisor/Resident Engineer | |
| 5.2 | Structural/Bridge Engineer | |
| 5.3 | Civil Engineer | |
| 5.4 | Electrical Engineer | |
| 5.5 | Geotechnical Engineer | |
| 5.6 | Land Surveyor | |
| 5.7 | Electrical Technician | |
| 5.8 | Bulk Services Engineer | |
| 5.9 | Bulk Services Technician | |
| 5.10 | Other Services Engineer | |
| 5.11 | Other Services Technician | |
| 5.12 | Project Controls Manager | |
| 5.13 | Quantity Surveyor | |
| 5.14 | Cost Engineer | |
| 5.15 | Project Planner | |
| 5.16 | Risk Practitioner | |
| 5.17 | Lead Contract Administrator | |
| 5.18 | Contract Administrator | |
| 5.19 | Document Controller | |
| 5.20 | Safety Agent | |
| 5.21 | Safety Officer | |
| 5.22 | Quality Officer | |
| 5.23 | Environmental Officer | |



| 5.0 | RESOURCE (<i>Consultant</i> to add any resources not included in the list but required to undertake the stated tasks) | RATE PER HOUR |
|------------|---|----------------------|
| 5.24 | Procurement Manager | |
| 5.25 | Procurement Officer | |
| 5.26 | Lead Construction Management | |
| 5.27 | Construction Management | |
| 5.28 | Senior Project Manager | |
| 5.29 | Project Manager | |
| 5.30 | Stakeholder Manager | |

Part C3: Scope of Services



PART C3: SCOPE OF SERVICES

(FEASIBILITY STUDY, DETAILED ENGINEERING DESIGN, PROCUREMENT SUPPORT, CONSTRUCTION MONITORING REPORTING AND DOCUMENTATION)

| Document reference | Title | No of pages |
|---------------------------|-------------------------------------|--------------------|
| C3.1 | Bayhead and Langeberg Roads Upgrade | |
| | Total number of pages | 57 |

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Glossary

The definitions listed below apply to this document.

| Abbreviations | Definition |
|---------------|---|
| AFC | Approved For Construction |
| ANSI | American National Standards Institute |
| BBBEE | Broad Based Black Economic Empowerment |
| BOQ | Bill Of Quantity |
| BS | British Standards |
| CBS | Cost Breakdown Structure |
| CCB | Cost Control Base |
| CDS | <i>Consultant</i> Documentation Schedule |
| CEMP | Construction Environmental Management Plan |
| CIRP | <i>Consultant's</i> Industrial Relations Practitioner |
| COC | Certificate Of Compliance |
| DoA | Delegation of Authority |
| DWT | Deadweight Ton |
| EA | Environmental Authorization |
| ECSA | Engineering Council Of South Africa |
| EDQP | Engineering And Design Quality Plan |
| e.g. | For Example, |
| EIA | Environmental Impact Assessment |
| Etc. | Etcetera |
| FBS | Facility Breakdown Structure |



| Abbreviations | Definition |
|----------------------|--|
| FEL | Front End Loading |
| FEQ | Field Engineering Query |
| FFC | Final Forecast Cost |
| HAZOP | Hazard And Operability Study |
| H&S | Health And Safety |
| ICT | Information And Communications Technology |
| IDZ | Industrial Development Zone |
| i.e. | That Is |
| IP | Industrial Participation |
| IR | Industrial Relations |
| ISO | International Standards Organization |
| Km | Kilometre/S |
| kV | Kilovolt |
| DAC | Divisional Acquisition Council |
| M | Metre/S |
| m/s | Metre Per Second |
| Mtpa | Million Tonnes Per Annum |
| Native | Original Electronic File Format Of Documentation |
| NCR | Non-Conformance Report |
| NEC | New Engineering Contract |
| OHS Act | Occupational Health And Safety Act |
| PCI | Principal Controlled Insurance |
| PCS | Process Control System |

| Abbreviations | Definition |
|----------------------|---|
| PCT | Port Container Terminal |
| PEP | Project Execution Plan |
| PFMA | Public Finance Management Act |
| PSC | Professional Services Contract |
| PSP | Private Sector Participation |
| PMI | Project Manager's Instruction |
| PPE | Personal Protection Equipment |
| QA | Quality Assurance |
| QC | Quality Control |
| QCP | Quality Control Procedure |
| RACI | Responsibility, Approval, Consulted And Informed |
| RAITC | Risk Adjusted Indicative Total Cost |
| SANS | South African National Standards |
| SCADA | Supervisory Control And Data Acquisition |
| SD | Supplier Development |
| SHEQ | Safety, Health, Environment And Quality (Management System) |
| SI | International System Of Units (Metric) |
| SOC | State Owned Company |
| T | Tonne Or Metric Ton (1,000kg) |
| Tal | Tonne Axle Load |
| TEAR | Tender Evaluation And Adjudication Report |
| TNPA | Transnet National Ports Authority |
| TPT | Transnet Port Terminals |

| Abbreviations | Definition |
|----------------------|----------------------------|
| Transnet | Transnet Soc Ltd |
| UPS | Uninterrupted Power Supply |
| VAT | Value Added Tax |
| vs. | Verses |
| WBS | Work Breakdown Structure |
| % | Percentage |
| 3D | Three Dimensional |

1 EXECUTIVE OVERVIEW

The Port of Durban handles the greatest volume of sea-going traffic on any port in southern Africa. Containers handled at Durban represent approximately 60% of the total number of containers handled at South African ports. The significant role of the Port of Durban in the South African economy makes it very important to ensure that the Port maintains high levels of operational efficiency and nominal disturbances in the value chain.

Transnet's internal studies over the past few years have indicated that the Durban Port area currently experiences a significant amount of congestion throughout the day consisting of mainly truck traffic. This congestion is thought to be occurring due to the operations of the Durban Container Terminal (DCT) and its staging areas. The existing truck traffic travels along Bayhead Road, with the traffic going to Pier 2 container terminal exiting onto Langeberg Road. Surface failures have also been noted on the road. It is assumed to be as a result of heavy traffic on the roads (mainly due to container trucks).

Bayhead Road was constructed approximately 60 years ago. In those days it was designed for public use. Bayhead Road was originally a two-way lane on a single carriageway road, but in the late 90's Transnet National Ports Authority (TNPA) was experiencing an increase in traffic flow due to business growth. At this stage TNPA constructed a new outbound carriageway with two lanes. The original Bayhead Road was then turned into a freeway with an inbound and an outbound both constructed on two carriageways.

Langeberg Road was constructed in the 1970's. Its initial geometric design was to have 2 carriageways with 2 lanes in each direction and an island in between the 2 carriageways. It has since been realigned to have 3 lanes in from Bayhead Road to Pier-2, Durban Container Terminal and a single lane out. Langeberg Road is one of the busiest roads in the Port of Durban as it services one of the largest container terminals in Southern Africa. The heavy traffic of container trucks coming in and out of Pier 2 container terminal result in the overall infrastructure of Langeberg Road to deteriorate before the end of its design life.

The purpose of this project is to mitigate this congestion through the upgrade of Bayhead and Langeberg Road. The project will also look into assessing and upgrading of the aging infrastructure in conjunction with alleviating congestion on Bayhead Road leading to Langeberg road. Traffic

studies will have to be carried out to determine the best viable option in addressing these two key issues on Bayhead and Langeberg road, namely, the congestion and upgrading of infrastructure.

Therefore, the primary purpose of this document is to outline the scope of services and deliverables that Transnet National Ports Authority (TNPA) will require of a *Consultant* with the necessary experience and expertise to execute the Feasibility and Detailed Design of the Bayhead and Langeberg Roads upgrade, procurement support to TNPA as well as Construction Monitoring and Traffic Management services during execution.

It should be noted that on these roads certain key services are owned, maintained, and policed by the eThekweni Municipality and that all aspects of the Feasibility Study and Detailed Design will therefore have to be approved in writing by the eThekweni Municipality.

1.1 Location Of The Site And Access

The Port of Durban is located on the east coast of KwaZulu-Natal within the eThekweni Municipality. The Port of Durban consists of multiple precincts that handle different commodities such as, Liquid bulk, Automotive, Dry bulk, etc. Bayhead road and Langeberg road are the only road link to the major container terminals and other terminals at the Port of Durban. Bayhead road has two major intersections, South Coast Road at the start (west), four minor intersections in between the next major intersection which is Langeberg Road (east). Bayhead Road continues onto Pier 1 and Iran Road intersects with Bayhead Road in between Langeberg Road and Pier 1. Figure 1 below shows the location of the Port of Durban.

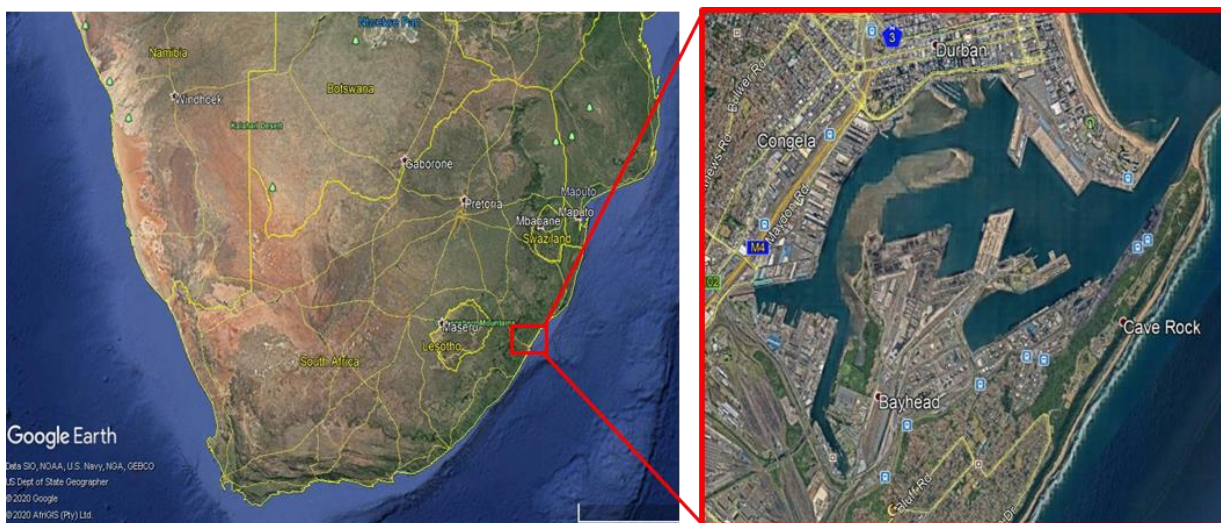


Figure 1: Port of Durban Aerial Photo

2 SCOPE OF SERVICES

2.1 *Employer's Objective*

The *Employer's* objective is to enter into a Contract with a *Consultant* to provide feasibility and detailed engineering design, Environmental Assessment, traffic studies, procurement support to the *Employer* and to provide construction monitoring as well as traffic management services during execution.

The *Consultant* engineering services will be executed in Task Orders (TO). The *Consultant* provides the services equivalent to Stage 3 (TO 1), Stage 4 (TO 2), and Stage 5 (TO 3) as per (Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000), to meet the minimum requirements but not limited to the following.

2.2 Task Order 1 – Feasibility And Detailed Engineering Design.

2.2.1 *Review And Analyse Information Provided By The Employer*

Existing information with respect to the studies previously conducted by the *Employer* will be provided to the successful bidder. This information shall be studied and used to determine the gap and extent of intrusive investigations that need to be undertaken to provide a basis for the design of the roads and bridges. The *Consultant* should not take the existing data at face value only but shall interrogate its integrity and accuracy as well as determine the need to access any additional data such as drawings, previous traffic studies, existing geotechnical reports etc. and enquire from the *Employer* whether such additional information does exist and assist in sourcing some if not available. The *Consultant* shall undertake an initial assessment, i.e., a desktop assessment of the information provided, which may also include additional data, reports, studies.

Minimum Deliverables:

Detailed Review Report highlighting gaps that need to be closed, further tests and studies to be conducted and a list of additional documents that the *Consultant* needs from the *Employer*.

2.2.2 *Identify Statutory And Regulatory Requirements*

The *Consultant* shall identify legislation applicable to this project and bring to the notice of the *Employer* together with recommendations how compliance thereto can be incorporated into the

project design. The *Consultant* is to consider aspects such as road closures arising from the design, the closure of public places that would arise from the design and environmental impact etc.

Minimum Deliverables:

Detailed Report on how the project design will comply with statutory and regulatory requirements.

2.2.3 Conduct Visual Assessment Of The Roads

The *Consultant* shall carry out a comprehensive visual assessment along both Bayhead Road and Langeberg Road (inclusive of all intersections) for the purpose of comparing the desktop assessment assumptions against visible reality. The *Consultant* shall assess all drainage and other structures, roadside furniture, slopes, road safety and all other aspects in order to ascertain the current overall condition. The condition assessment must comply with the recommendations from TMH 9 (Pavements).

a) Geometric Assessment

The *Consultant* shall compare the existing horizontal and vertical alignment data and accompanying geometric values with the *Employer's* geometric standards to identify any potential need for improvements.

b) Pavement Assessment

The *Consultant* shall conduct a visual inspection of the existing road pavement in accordance with TMH9.

c) Structural Assessment

Conduct an assessment of all bridge structures located on the route in order to gain a general appreciation of the structures and the structural issues that may arise as a result of the envisaged work. The following bridges have been identified by the *Employer* and require assessment for any structural defects:

- 1) Bridge 1 – Intersection of South Coast and Bayhead Road
- 2) Bridge 2 – Bayhead Canal Bridge
- 3) Bridge 3 – Umhlatuzana Canal Bridge
- 4) Bridge 4 – Amanzimnyama Bridge
- 5) Bridge 5 – Langeberg Road Over Rail Bridge

6) Bridge 6 – South Coast Road Bridge

The *Consultant* shall conduct the assessment based on the list below:

- Determine bridge compliance with standards with respect to traffic capacity, balustrades, etc.
- Determine stability of existing cuts and fills relating to bridge structures
- Determine stability of existing abutment structures;
- provide remedial actions if required;

Minimum Deliverables:

Detailed Road Condition Assessment Report with recommendations and assumptions on required remedial action.

Detailed Structural Assessment Report with recommendations and assumptions on the required bridge remedial action.

2.2.4 Detailed Design, Studies And Documentation

It is a fundamental requirement that the *Consultant* has a thorough working knowledge of the eThekweni Transport Authority's complete set of design standards/requirements, and guidelines, which shall be incorporated in the production of the designs in all their separate phases. In addition, the *Consultant* shall apply any other industry best practice publication that may be appropriate. Furthermore, the *Employer's* philosophy of appropriate standards and cost effectiveness shall always be considered.

As a minimum requirement, the *Consultant* shall undertake the following in accordance with Stage 3 ECSA Stage guidelines (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)

- Conduct a geotechnical investigation, if there are gaps in the existing geotechnical investigation report and carry out designs for cut/ fill slopes
- Undertake all land surveys, topographical surveys and hydrographic surveys
- Identify and provide plans for the relocation of all existing underground services including but not limited to, sewer pipes, stormwater pipes, electrical cables, water supply pipes,



telecommunication cables, etc. This includes manual excavations and ground penetration radar scanning.

- Conduct Traffic Studies and submit a Traffic Impact Assessment Report, with all associated supporting documentation including, but not limited to, Traffic Management Plans (TMPs) and Traffic Road Layouts (TRL's), to the competent authority, namely eThekweni Transport Authority (ETA), as required by the National Land Transport Act 2009 (Act No. 5 of 2009), and obtain approval of the Bayhead and Langeberg roads' upgrade.

Traffic Impact Assessment

The *Consultant's* task shall include but no limited to:

- a) Quantify the extent of through traffic that currently utilises Bayhead Road and Langeberg Roads by vehicle type (light, heavy and public transport including pedestrian).
- b) Quantify the extent of port related traffic that currently accesses Bayhead Road and Langeberg Road. In addition, quantify future traffic demand for the Bayhead Park Precinct and the Durban Container Terminal taking into account the Port's infrastructural expansion plans.
- c) Evaluate the traffic impact of the proposed lane widening, hypothetical incidents (e.g. breakdowns, access gate being obstructed from a particular direction) and identify mitigation measures for each incident identified for the following traffic demand scenarios:
 - i. Base year assessment (for three peak hour assessment periods to be agreed with ETA i.e., morning, afternoon commuter peak hours and one additional peak hour)
 - ii. Forecast year for 10 and 20 year horizons based on EMME background traffic and southern road network traffic demand (for three peak hour assessment periods to be agreed with ETA)
- d) The traffic assessment must be carried out using SIDRA and AIMSUN software.
- e) Provide valuable input that can be used for the project execution and traffic management plan.
- f) All surrounding operations and traffic movements must be investigated and detailed.

- g) Public transport requirements (for public transport within Bayhead Park) are to be investigated and documented.
- h) Traffic count surveys, public transport survey, and pedestrian survey, are to be included. This will be submitted to the eThekweni Transport Authority for a sensitivity analysis for the TIA.
- i) All traffic surveys and must include the following:
 - i. Forty (40) weekday 12 hour traffic counts from 06:00 to 18:00 classified (car, taxi, bus, heavy) in 15 minute intervals
 - ii. One (1) public transport survey to obtain the existing public transport demand for the Bayhead Park precinct (06:00 to 18:00)
 - iii. Two pedestrian surveys (06:00 to 18:00)
- j) Rationalization of traffic lights on all intersections along Bayhead and Langeberg road.

All traffic monitoring requirements must be identified by the *Consultant* as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the *Consultant* familiarizes himself with the requirements of TMH3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services and TMH14: South African Standard Traffic Data Collection Format in order to ensure that the traffic monitoring deliverables will conform to the *Consultant's* requirements. The *Consultant* shall identify all potential traffic monitoring requirements during the initial and visual assessment stages. Discussion of purpose and extent of the survey shall be included in the agenda of the first progress meeting.

- i. Carry out complete designs (geometric and pavement) for the proposed upgrade of Bayhead Road, from a 2-lane dual carriageway into a 3-lane dual carriageway (i.e. three east-bound lanes and three west-bound lanes). Note that the number of lanes per each carriageway will be subject to the recommendations of the Traffic Impact Assessment (TIA).
- ii. Carry out complete designs (geometric and pavement) for the proposed upgrade of the intersection between Bayhead Road and South-Coast Road by increasing lane capacity for left-turning traffic exiting Bayhead Road in accordance with the approved TIA.



- iii. Carry out complete designs (geometric and pavement) for the proposed upgrade of the intersection between Crabtree Road and Bayhead Road by increasing lane capacity for left-turning traffic exiting Crabtree Road.
- iv. Carry out complete designs (geometric and pavement) for the proposed upgrade of Langeberg Road by increasing capacity of the north-bound carriageway from 2-lanes into 3-lanes (i.e. one additional lane north-bound). Note that the number of lanes will be subject to the recommendations of the Traffic Impact Assessment (TIA).
- v. Carry out complete designs (geometric and pavement) for the proposed upgrade of the intersection between Bayhead Road and Langeberg Road by increasing lane capacity for left-turning traffic exiting Bayhead Road.
- vi. The road is part of the Abnormal/Super Loads route this must be considered in the geometric design requirements;
- vii. Develop appropriate cross sections for the proposed design;
- viii. Carry out complete structural designs for the proposed widening of all bridge structures (six bridges in total) along Bayhead, Langeberg and potentially South Coast Roads to align with increased lane capacity.
- ix. Carry out complete structural designs for the retaining walls where required.
- x. Provide pavement and bridge design life strategy, e.g. maintenance actions over design life;
- xi. Carry out complete drainage designs for the proposed upgrade of stormwater infrastructure along Bayhead and Langeberg Roads.
- xii. Carry out complete designs for the provision of the road furniture i.e. signage, guardrails, road markings etc.
- xiii. Design street lighting along Bayhead and Langeberg Roads considering renewable energy.
- xiv. Carry out road traffic signaling design considering renewable energy.
- xv. Carry out landscaping and sidewalk/ median designs
- xvi. Carry out designs for perimeter fence where required

- xvii. Carry out designs for the protection of existing service and or relocation where required
- xviii. Incorporate client's and authorities' detailed requirements into the design.

Studies and Documentation

- i. Prepare the cost estimate, cash flow, S-Curve, priced and unpriced bill of quantities inclusive of a basis of estimate report
- ii. Prepare the construction schedule and basis of schedule report
- iii. Prepare the technical specifications (all disciplines)
- iv. Prepare tender and approved for construction drawings (all disciplines)
- v. Conduct the following Studies for the project:
 - Environmental Assessment and obtain all relevant permits and licences
 - Conduct Socio-Economic Impact study and provide a report
 - Conduct a Flood Study/Risk Assessment and recommend a Risk Response Plan
- vi. Prepare the project execution plan with all relevant supporting monitoring plans for construction (project execution and construction plan)
- vii. Prepare all documentation and reports for gate review process (as per the project lifecycle process) defined by the *Employer* and participate in the gate review process and obtain approval
- viii. Provide all required documentation in support of TNPA procurement strategy
- ix. Provide input into the execution phase Business Case
- x. Chair all design progress and technical monthly meetings and compile minutes for acceptance by TNPA
- xi. Prepare Project Execution Plan
- xii. Prepare Construction Sequence Plan
- xiii. Conduct Project Risk Assessment workshop and Prepare Risk Management Plan
- xiv. Prepare Quality Management Plan
- xv. Prepare all early works packages to enable the execution phase

Minimum Deliverables:

- Geotechnical Investigation Report with recommendations and any proposed remedial works designs.
- Survey data (land surveys, topographical surveys and hydrographic surveys) inclusive of a report and relevant drawings
- Assumptions and design criteria report
- Design Calculations. Note that the existing layer works design may fall outside of the COLTO catalogue.
- Design Reviews
- Tender and approved for construction drawings (all disciplines) for new works and remedial works
- Specifications
- Priced and Unpriced Bills of Quantities in excel format and PDF
- Cash-flow and S-Curve for the execution phase that is aligned to the programme
- Basis of estimate report
- Baseline Schedule for the remaining stages of the project using Primavera P6 and MS Project (Preferred is PrimaveraP6) and Basis of Schedule Report
- Comprehensive Design Report (all disciplines)
- Feasibility Report
- Environmental approvals and all relevant permits and licences
- Traffic Management Plan
- Approved Traffic Impact Assessment Report
- Socio-Economic Impact Report
- Flood Study/Risk Assessment Report with a detailed Risk Response Plan
- Minutes of all design progress and technical meetings
- Project Execution Plan

- Project Risk Management Plan
- Quality Management Plan
- Provide Construction Sequence Plan

2.3 Task Order 2 – Procurement Support

The *Consultant* shall provide procurement support to the *Employer* during the procurement stages for the execution of the works. Procurement will be done through TNPA procurement office. As and when required, the support shall include the *Consultant's* involvement in compilation of attending briefing sessions, responding to technical queries, attending site clarification visits, attending bid technical evaluations, performing arithmetic checks from qualified bid documents and technical documentation. As a minimum requirement, the *Consultant* shall undertake the following in line with Stage 4 ECSA Stage guidelines (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000).

- Recommend and agree procurement strategy for Contractors, subContractors and suppliers with the Client and the other *Consultants*.
- Prepare and agree the procurement programme.
- Advise the Client, in conjunction with the other *Consultants*, on the appropriate insurance.
- Co-ordinate and monitor preparation of procurement documentation in accordance with TNPA requirements.
- Manage procurement process and recommend Contractors for approval by the Client.
- Agree on the format and procedures for monitoring and control of the cost of the works by the quantity surveyor.
- Co-ordinate and assemble the contract documentation for signature.

Minimum Deliverables:

- a) Procurement Programme
- b) Responses for the technical queries
- c) Record all meetings and provide minutes
- d) Supplier Agreements

- e) SubContractor Agreements
- f) Tender/Contract Conditions
- g) Tender Packages
- h) Purchase Orders
- i) Participation in the whole tender process and provide the support required by the *Employer*

2.4 Task Order 3 – Level 3 Construction Monitoring And Close Out

The *Consultant* is required to provide a Level 3 construction monitoring service as defined within section 3.3.2(6)(d) of the ECSA Guideline Scope of Service and Tariff of Fees for Registered Persons, 2010. The *Consultant* shall, manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. As a minimum requirement, the scope for Task Order 3 shall include but not be limited to the following:

- a) Attending and chairing the site handover meeting inclusive of issuing of the site access certificate
- b) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- c) Carry out contract administration procedures in terms of the contract.
- d) Prepare schedules of predicted cash flow.
- e) Prepare pro-active estimates of proposed variations for client decision-making.
- f) Attend, chair regular site, technical and progress meetings.
- g) Inspect the works for conformity to contract documentation
- h) Review the outputs of quality assurance procedures and advise the Contractor and the *Employer* on adequacy and need for additional controls, inspections and testing.
- i) Adjudicate and resolve financial claims by Contractors, inclusive of compensation events
- j) Assist in the resolution of contractual claims by the Contractor inclusive of any adjudication process.

- k) Establish and maintain a financial control system.
- l) Establish and maintain construction schedule.
- m) Clarify details and descriptions (i.e. engineering and technical issues) during construction as required.
- n) Conduct measurements and prepare valuations for payment certificates to be issued by the principal agent.
- o) Witness and review of all tests and mock-ups carried out on site.
- p) Check and approve Contractor drawings for compliance with contract documents.
- q) Update and issue drawings register.
- r) Issue contract instructions as and when required.
- s) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- t) Review and approve Contractor's Quality Control Plans.
- u) Perform all required functions for Occupational Health & Safety, Environmental and Quality.
- v) Inspect the works and issue practical completion and defects lists.
- w) Arranging for the delivery of all test certificates, including any Certificates of Compliance.
- x) Monitor preparation of the Project Environmental Management Plan by an Independent Environmental Control Officer (ECO).

Minimum Deliverables:

- Revised Project Execution Plan
- Revised Traffic Management Plan
- Issue Logs
- Risk Mitigation Records
- Revised Project Risk Management Plan
- Quality Inspection Reports

- Revised Quality Management Plan
- Revised Schedule on Primavera, P6 or MS Project (Preferred one is Primavera, P6)
- Cost Reports
- Revised Health and Safety Plan
- Emergency Evacuation Plan
- Construction documentation
- Drawings register
- Record of variations and all minutes of all meetings held and chaired by the *Consultant*
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Final accounts
- Practical completion and defects list
- All statutory certifications and certificates of compliance
- Road maintenance manual
- As-built drawings and documentation
- Contract close out and submission of data packs
- Project Environmental Management Plan.

3 AWARD OF THE CONTRACT AND TASK ORDERS

3.1 Award Of The Contract

Transnet National Ports Authority (TNPA) will enter into an NEC Option G Term contract for this project with three Task Orders as described in section 2. Each Task Order will be awarded individually to the *Consultant* by the *Employer* as determined at a point in time in the execution of the Project. It is not necessary that each task order will be awarded sequentially, however the award will be

determined by the need for the execution of the Task Order. All task orders will be priced upfront in the submission of the Bid.

3.2 Employer's Scope Of Services

The *Employer* shall avail the following to the *Consultant*:

- a) Access to the Site of Works
- b) Avail support staff

4 STAKEHOLDER ENGAGEMENTS

The *Consultant* shall identify all authorities and stakeholders (including the Port's terminal operators) who should be consulted about the design and implementation of this project and the degree to which liaison with each is expected. In addition, the *Consultant* shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with whom liaison must take place but shall not commit to any meetings without first engaging the *Employer* to confirm how and when such meetings should be held.

5 USE OF CONSULTANT'S DESIGN

The *Consultant* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the services for any purpose in connection with the construction, reconstruction, refurbishment, repair, maintenance and extension of the designs with such licence being capable of transfer to any third party without the consent of the *Consultant*. The *Consultant* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the services.

6 KEY MILESTONE DATES

The following milestone dates are given to the *Consultant* to help him plan his designs to fit the planned infrastructure handover date to achieve the project planned completion date. These are provisional dates which are subject to change without financial implications to the *Employer*.

Table 6-1: Proposed major milestone dates – Bayhead and Langeberg Roads Upgrade for the Port of Durban



| Description | Forecast date |
|--|----------------|
| Task order 1 | |
| Award <i>Consultant</i> Contract & Task Order 1 | May 2024 |
| Feasibility and Detailed Engineering Designs Start | May 2024 |
| Presenting Engineering Design Model and Operating Philosophy | July 2024 |
| Presenting Construction Philosophy and Procurement Packages | August 2024 |
| Presenting Traffic Management Plan | September 2024 |
| Peer Review | October 2024 |
| Detail Engineering finish | January 2025 |
| Gate review | February 2025 |
| | |
| Task order 2 | |
| Award Task Order 2 | May 2025 |
| Procurement Support Start | May 2025 |
| Advertise Tender (For Execution) | June 2025 |
| Award to Successful Bidder (For Execution) | August 2025 |
| Complete procurement | September 2025 |
| | |
| Task order 3 | |
| Award Task Order 3 | September 2025 |
| Engineering and Construction Monitoring Start | October 2025 |
| Traffic Management Start | October 2025 |
| Start of construction | October 2025 |
| Commissioning | May 2027 |



| Description | Forecast date |
|---|---------------|
| Handing over of project documentation | July 2027 |
| Completion of Engineering and Construction Monitoring, Traffic Management | August 2027 |

7 SITE SERVICES AND CONSTRUCTION CONSTRAINTS

7.1 Information To Be Obtained From Site:

- a) The *Consultant* shall acquaint himself with the nature of the construction works, the conditions under which the construction works are to be performed, and the means of access to the site and, in general, with all matters that may influence or affect the *Consultant's* ability to Provide the Services.
- b) The *Consultant* shall be deemed to have allowed in their tender for any additional cost that may be incurred due to the foregoing as no claims for any extras in connection with the position or nature of the construction work will be considered.

7.2 Employer's Site Entry And Security Control, Permits And Site Regulations

- a) The Port of Durban and the Durban Container Terminal (DCT) are designated Security Areas under the ISPS requirement, and in terms of this, all access into the Port and the DCT area will be strictly controlled.
- b) The *Consultant* shall obtain the TNPA (port) and possible TPT (terminal) entry permits for all the *Consultant's* people working within the Port of Durban and/or DCT in accordance with the access control requirements of the port and the terminal. The *Consultant* is also required to obtain the relevant permits for his *Sub-Consultants* and all suppliers. The *Consultant* is required to make applications for these permits on behalf of his workers, suppliers and *SubConsultants*, and is to nominate a single person to liaise with the relevant port and terminal authorities. TNPA and TPT permits will be provided free of charge by the *Employer*.

7.3 Access Route To Site



Access to Bayhead and Langeberg Roads is through several routes since these are public roads leading to the port. The *Consultant* is made aware that these roads can become heavily congested with container truck traffic.

7.3.1 Hours Of Work, Conduct And Records

- a) Normal working hours are Monday to Friday 07h00 to 16h30.
- b) The traffic management activities requires a 24-hour operation. Due to heavy traffic certain activities may also be carried out after normal working hours, for example delivery of some of the construction material.
- c) The *Consultant* shall take cognisance of these conditions in their planning and resource allocation.
- d) The *Consultant* shall keep daily records of his people engaged on the Site and Working Areas (including any *Sub-Consultants*) with access to such daily records available for inspection by the *Employer's Agent*, *Project Manager* and/or Supervisor at all reasonable times.

7.3.2 Site Services And Facilities

- a) The *Employer* provides connection points for the services to the offices and ablution facilities for the *Consultant* for the duration of the construction contract at the site office.
- b) The *Consultant* shall provide their employees with their own computers and internet services but may utilise the printing services of the *Employer* by mutual agreement with the *Employer's Agent*.

7.3.3 Survey Control And Phasing Of The Works

- a) The *Employer* will provide control points for setting out of the works, however the *Consultant* will be responsible for verification and acceptance of the setting out information submitted, especially where the design is dependent on the accuracy of the construction activities for the permanent works. This will require the services of a Registered Land Surveyor. Such Surveyor must be registered with the appropriate statutory body such as the South African Geomatics Council.
- b) To minimise disruptions to Port operations, the construction works must be phased to allow access to one carriageway at a time with the other remaining operational.



- c) Access to the succeeding the other carriageway will not be given until such time as the new carriageway has been completed and handed over to the *Employer* and the Takeover Certificate has been issued.
- d) The *Consultant* shall plan for a start/stop operation for certain of the activities when scheduling his resources and activities as it will not be possible to provide continuity of services required for all of the construction operations.
- e) Any standing time resulting from these start stop operations is deemed included in the Prices and shall not be paid for separately.

7.3.4 Completion, Testing And Correction Of Defects The Work To Be Done By The Completion Date Of The Construction Contract

- a) The *Consultant* shall play a critical role at this stage of the project to ensure that the permanent works are constructed within the design parameters, are defect free and meet all the specified requirements and functionality to enable the *Project Manager* to issue a Takeover Certificate for phased completion.
- b) The *Consultant* shall also be responsible for the signoff and preparation of the final as-built drawings in order to facilitate the issuing of the Completion Certificate by the *Project Manager*.

8 MANAGEMENT AND START UP

8.1 Documentation Control

- a) In Providing the Services all documentation requirements for the services shall be dealt with in accordance with document DOC-STD-0001 – Rev 03 (Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Consultant*.
- b) The *Consultant* Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03.
- c) The *Consultant* documentation “Starter kit”, as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.



- d) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Document Controller. In the event of *urgent* communication, electronic communication can be transmitted to Bayheadroad@transnet.net, and relevant Document Controller copied in
- e) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality Requirements will be cause for rejection and returned to the *Consultant* for corrective action and re-submission.
- f) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- g) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Service.
- h) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- i) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- j) The *Consultant* shall be responsible for the supply of all Supplier/Sub*Consultant*/Manufacturer, etc documentation and data related to their package of work, and shall ensure that these Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
- k) The required number of copies of documentation and data shall be specified in the '*Consultant* Documentation Schedule' (CDS). The required number of copies shall as a



minimum be three (3) (1 x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.

- l) The *Consultant* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- m) Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- n) The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Scope.

8.2 Procedure For Submission And Acceptance Of *Consultant* Design/Documentation

- a) The *Consultant* documentation shall be issued to the *Employer's Agent* under cover of the *Consultant's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Consultant's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Consultant* data submitted is dependent on the project procedure and shall be specified by the *Employer's Agent*, upon the notified request of the *Consultant*.
- b) The *Consultant* shall deliver both hard copies and electronic media copies (CD Rom) to the *Employer's Agent* either at the address stated within the Contract Data or at the Project site office.
- c) All electronic documentation shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format
- d) Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Consultant* of their responsibility for the correctness of information, or conformance with their obligation to Provide the Services. This obligation rests solely with the *Consultant*.
- e) After review, a copy of the original reviewed/marked-up drawing/document, with the *Employer's Agent's* consolidated comments and document status marked on the *Consultant* Review Label, is scanned and the copy shall be returned to the *Consultant* under cover of the project's Transmittal Note for revision or re-submittal as instructed.



- f) The *Consultant* shall allow the *Employer's Agent* 2 weeks (unless otherwise stated and agreed) to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt by the project to the time of despatch.
- g) On receipt of the reviewed documentation the *Consultant* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Employer's Agent* within 2 weeks. Queries regarding comments/changes should be addressed with the *Employer's Agent* prior to re-submittal.
- h) Any re-submittals, which have not included the changes/comments identified, will be returned to the *Consultant* to be corrected. The *Consultant* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.
- i) In Providing the Services (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the *Consultant* Document Submittal Requirements Standard.

8.3 As-Built Drawings, Operating Manuals And Data Packs

The *Consultant* provides the following:

- a) As-Built/Final Documentation
 - In undertaking the works (including all incidental services required), the *Consultant* shall conform and adhere to the requirements of the *Consultant* Document Submittal
 - All As-Built information to be signed off by *Consultant's* responsible Design Engineer before issuance to the *Employer*.
 - The *Consultant* will prepare the final As-Built drawings within 14 days of receiving the red line drawings from the Contractor.
- b) Installation, Maintenance and Operating Manuals and Data Books
 - The *Consultant* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.



- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- The *Consultant* submits the draft Table of Contents to the *Employer's Agent* for acceptance prior to the compilation and official submittal of the manuals.
- The originals of all brochures shall be issued to the *Employer's Agent*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all *Sub-Consultants* is provided.
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the *Employer's Agent* and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.
- A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
 - Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - *Consultant* Name
- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
 - 3 x hard copies

- 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

9 OWNER'S REQUIREMENTS AND INTERFACE MANAGEMENT

9.1 Overview - Project Lifecycle Process

| Engagement | Reports required | Relevant/applicable documents |
|--------------|--|--|
| Monthly | Progress update | <ul style="list-style-type: none"> • SoW Agile PLP (Annexure 9) • PLP Feasibility Study Phase Manual (Annexure 10) |
| Face-to-face | Electronic (editable) and hardcopy | |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The project lifecycle process, referred to as the PLP, is the methodology for the effective management of capital investment projects within Transnet to ensure that all projects are managed with a consistent approach. The study phases are key to the successful implementation of the execution and finalization phases.

A gate review is conducted by an independent team at the end of each study phase to determine whether the work in that phase has been done with sufficient thoroughness for the project to proceed to the next phase.

Transnet employs a methodology of capital infrastructure approval called the PLP which involves the incremental development of projects in terms of their engineering detail and associated cost estimates through 5 stages of development, from Concept, Pre-feasibility, Feasibility & Execution feasibility, Construction and Close out.

The *Consultant* in the provision of services should observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African National Standards (SANS), the International Organization for Standardization or learned societies and standards of professional conduct, and "best practice", as laid down, or recommended, by their respective professional associations, if any.

The *Consultant* should propose deliverables at the inception stage of the task order for each PLP stage for the *Employer's* acceptance. The proposed deliverables are to be structured/designed to meet the project control and risk management best practise objectives and at a minimum those as envisaged in the PLP.

9.2 Audits

| Engagement | Reports required | Relevant/applicable documents |
|------------------------------|--|-------------------------------|
| Monthly/quarterly/ random | Information and personnel required when audits are conducted | TNPA control framework |
| Face-to-face | Electronic (editable) and hardcopy | |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

TNPA is subjected to a number of audits every year. Transnet has audits upon the projects and its employees. Transnet employs both internal and external auditors to undertake both random and structured audits. The full spectrum of project audits and compliance shall be imposed upon the *Consultant* at all stages of the delivery. Where reasonable suspicion is established, Transnet reserves the right to undertake personal audits against the *Consultant* and its individual employees where it relates to the project.

The *Consultant* shall make employees and information available (upon request) to assist in the demonstration of audit compliance.

The *Employer* reserves the right to undertake an audit at any time upon any employee of the *Consultant's*. Where necessary, the *Consultant's* management staff shall be required to implement any corrective or preventative action as may be required. This shall be instructed by the *Employer* in the form of an instruction or early warning.

The *Consultant* shall be subjected to specific supplier development audits for the duration of the contract. Audit schedules will be provided by the *Employer*.

9.3 Compliance And Approval Framework

| Engagement | Reports required | Relevant/applicable documents |
|--|--|---|
| Upon submissions, audit queries and requests | <ul style="list-style-type: none"> Acquisition council submissions, recommendations Monthly retro SAP reporting Progress Reports Gate Review documents | <ul style="list-style-type: none"> TNPA delegation of authority TNPA project execution commercial levels of authority Acquisition council terms of reference Acquisition Council calendar |
| Face-to-face | Electronic (editable) and hardcopy | |



| Engagement | Reports required | Relevant/applicable documents |
|------------|--|--|
| | | <ul style="list-style-type: none"> • Gifts policy • Declaration of interest's policy |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Employer* and the *Consultant* shall abide by the Transnet and TNPA Delegation of Authority (DoA) framework/s at all times. The *Consultant* and the employees shall not act in any role which involves a DoA to commit funds on behalf of the *Employer* until such delegation has been formally provided. It is envisaged that the only such delegation provided shall be that of "New Engineering Contract (NEC3) project manager" specific to the management of 3rd party Contractors. Special delegations may be provided by the Transnet person with authority.

The necessary declarations shall be addressed in the transaction specific procurement event and confidentiality agreements requested at TNPA discretion.

Upon individual employees being mobilized it should be required that the employee shall declare their interests.

9.4 Communications

9.4.1 Meeting Requirements

a) Project kick-off meeting

- i. The *Consultant* co-ordinates the project "kick-off" meeting to take place within two weeks of the starting date
- ii. The agenda of the kick-off meeting is agreed between the *Consultant* and the *Employer*. The *Consultant* chairs the meeting and produces the minutes of the meeting.
- iii. The project teams of the *Consultant* and the *Employer* attend the kick-off meeting. The meeting will start with a combined session of the full teams and then split off into smaller teams consisting of the various disciplines to clarify specific issues. The duration of this meeting should not be more than one working day.
- iv. Meeting to be held at an agreed venue (virtual meetings excluded).

b) Project progress meetings



- i. Meetings to be held on a 'twice a month' basis. The agenda of the meeting is agreed between the *Consultant* and the *Employer*. The *Consultant* chairs the meeting and produces the minutes of the meeting.
- ii. Meetings to be held at the *Employer's* premises/agreed office until the construction commences after which the meetings should be held on site.
- iii. The *Consultant* follows up proactively on all the action list.
- iv. Separate meetings shall be held to discuss compensation events on a weekly basis for the construction phase (or as agreed) and a compensation events register should be developed and managed by the *Consultant* and be issued to *Employer's* representative on weekly basis (or as agreed depending on the project phase).

c) Reporting

Consultant to provide a monthly progress report which contains the following amongst other things:

- i. Executive summary
- ii. Activities completed during current reporting period per discipline
- iii. Activities in progress during current reporting period per discipline
- iv. Activities to be undertaken during next reporting period per discipline
- v. Areas of concern
- vi. Accepted programme, updated programme and sequence of work. Level 3 bar chart indicating progress against the plan consistent with the network
- vii. The program showing actual critical path clearly
- viii. Recovery plan (when applicable)
- ix. Man-hour progress/productivity reports and graphs based on earned man-hours, including:
 - o Budgeted cost of work scheduled, budgeted cost of work performed, actual cost of work performed
 - o Consumer price index vs. schedule performance index graph

- Estimate at completion
 - Cost variance percentage and cost variance value
 - Schedule variance percentage and schedule variance time
 - Cost report including cash flow forecast.
- x. Cost control
- xi. Planning/progress report
- xii. Lists of deviations/variations – compensation event register and early warning register

| Engagement | Reports required | Relevant/applicable documents |
|----------------------|--|--------------------------------|
| Monthly/upon request | <ul style="list-style-type: none"> • Initiative progress • Roll out strategy • Ad-hoc info for publications | TNPA communications guidelines |
| Face-to-face | Electronic (editable) and hardcopy | |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant* should abide by all communication requirements imposed upon them by TNPA. Any communication received, produced, or issued by the *Consultant* which can have a commercial or reputational impact on Transnet should first be reviewed by TNPA before transferred onto another party. This covers but is not limited to:

- a) Engagement with marketplace
- b) Advertisements
- c) Communications with Transnet clients
- d) Industry forums
- e) Magazines
- f) Websites
- g) Blogs
- h) Stakeholders.

All communication initiatives should be approved by the *Employer*.

9.5 Contract Management

| Engagement | Reports required | Relevant/applicable documents |
|--------------|--|---|
| Monthly | <ul style="list-style-type: none"> Project status report Primavera contract manager tools or similar National contract register Contract dashboard Early warnings register Project Manager's Instruction (PMI) register Compensation events register Disputes register | <ul style="list-style-type: none"> NEC3 suite of contracts NEC3 guidance notes Transnet counter party risk management policy |
| Face-to-face | Electronic (editable) and hardcopy | |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant* should manage and report on all contracts that contribute towards the development of this project. The contracts should be identified in the procurement package plan and agreed upfront with the *Employer* (and owner's team) before any contracts are pursued. Contracts that are either engaged via Transnet or the *Consultant* should be reported on either individually or collectively or both, dependant on the requirement.

Other than the normal project management functions required in terms of the NEC, the *Employer* requires the *Consultant* to report on contract related information for statistical purposes, H&S reporting and BBBEE spend.

TNPA will delegate the *Consultant* to manage relevant contracts as an *Employer's* representative, project manager or service manager. All contracts and subContractors related to this project will be managed by the *Consultant*. Any contractual communication between

TNPA and the Contractors shall be issued by the *Consultant* on behalf of TNPA as per the DOA.

Where bonds and guarantees are provided the *Consultant* should take the necessary skill and care to ensure that these are handled safely and confidentially.

The *Consultant* shall not engage any Contractor or 3rd party until a signed contract is in place and a valid Transnet purchase order has been issued or unless an approved instruction has been issued by the *Employer*.

The *Consultant* establishes an effective method of site Contractors and others cost control, which enables:

- a) Accurate verification of site Contractors and others payment entitlement based on actual installed quantities or agreed progress milestones
- b) Up to date and accurate forecasts of contract cost outcomes
- c) The cost control system should include for:
 - i. Cost implications of design changes and developments given by new or revised drawings and specifications issued after the last full measure
 - ii. Cost implications of field instructions/variation orders
 - iii. Cost implications of additional work identified from drawings and specifications
 - iv. Cost implication of agreed extensions to time
 - v. Cost implications of submitted or potential *Consultant* claims
 - vi. A system for handling of early warnings and compensation events
 - vii. Allow processing of required information for Contractor dispute purposes.

9.6 Cost Management

| Engagement | Reports required | Relevant/applicable documents |
|------------|--|--|
| Monthly | <ul style="list-style-type: none"> • Project status report • Monthly cost flow report • Earned value report | <ul style="list-style-type: none"> • Forecasting and performance review guidelines • Cost management procedure |

| Engagement | Reports required | Relevant/applicable documents |
|--|---|---|
| | <ul style="list-style-type: none"> Project change register Dashboard summary report | <ul style="list-style-type: none"> Change management procedure |
| Face-to-face (venue to be provided by <i>Consultant</i>) | Electronic (editable) and hardcopy | |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant* shall manage and report on all contracts that it manages. The *Consultant* should provide a cost management service that should include (but not be limited to) budget allocation, forecasting, estimation to completion, displaying commitments (status and forecasts), actual spends, change, potential change, risk quantification and costing. The entire contract and project information should provide the *Employer* with an accurate description of the project costs at any point in time. This information should be reviewed and incorporate into other project systems/tools to improve upon the accuracy and auditing of reporting.

The *Consultant* should ensure that all cost reported on at any given period should be to an accuracy level appropriate to that project stage as outlined in the PLP process of the project.

All cost assessment, evaluation, approvals and rejection should be counter signed by a Transnet employee with the required delegation before being submitted to Finance for processing. In addition, all claims and certificates should have supporting evidence attached before progressing to Finance.

All payment applications should make reference to the Transnet contract number and Transnet purchase order number.

The *Consultant* manages all costs applicable to this project in conjunction with the *Employer's* inputs. All changes or issues resulting in changes to the price of various contracts (construction contracts and suppliers purchase orders) managed by the *Consultant* are to be discussed and agreed with the *Employer* prior to implementation.

The *Consultant* is responsible for the following:

- a) Compile the cost estimate in line with PLP requirements (Execution estimate – accuracy of +10%, -5%) by further developing in detail the current work packages and firming their



- estimates up using the vendor quotes, BOQs, benchmarking and procurement quotes from various Contractors. The detail engineering estimate should be based on the final BOQs issued for construction tenders and the estimate be further revised upon awarding the work package in order to monitor and confirm the anticipated total project cost including all risks, contingencies and escalations
- b) Compile a detailed Cost Breakdown Structure (CBS) in line with the project cost estimate for the total project together with cost breakdown structures for each separate construction contract and purchase order. The CBS as developed by the *Consultant* is to be discussed and agreed by the *Employer* before commencing any activity on this project
 - c) Compile the CBS aligned to the *Employer's* asset breakdown structure and report accordingly on the status of expenditure against the asset monthly or as required
 - d) Compile a detail Cost Control Base (CCB) in line with the project cost estimate for the total project together with cost control base for each separate construction contract and purchase order. The CCB as developed by the *Consultant* is to be discussed and agreed by the *Employer* before commencing any activity on this project
 - e) Submit a detailed cash flow forecast to the *Employer* within 14 days after contract award aligned to schedule and procurement activities
 - f) Update cost control base with an approved compensation event
 - g) Update the cash flow monthly. Report on deviations, including reasons why the deviations occurred
 - h) Measure and report on projected final project cost on a monthly basis
 - i) Measure and report on project performance using earned value management and reporting
 - j) Report on all possible and accepted compensation events and how it impacts on the estimated total cost
 - k) Approve monthly progress payments to construction Contractors
 - l) Approve all payments for service providers managed for and on behalf of *Employer*
 - m) Manage foreign exchange contracts to minimize roll-over and/or pre take-up costs in line with the *Employer's* treasury management policy

- n) Monthly report on foreign exchange contracts, foreign exchange movements, gains or losses and total project exposure
- o) Compile and manage compensation event/early warning register
- p) Submit invoice payment schedule on a monthly basis in line with the *Employer's* reporting periods
- q) All invoices submitted for payment should be accompanied by supporting documents
- r) BBBEE cost report (forecast committed and actual) of all direct procurement and sub-Contractor procurement
- s) Supplier development cost report to monitor the performance in line with *Employer's* target
- t) South African local content report (forecast committed and actual) of all direct procurement and sub-Contractor procurement
- u) Commitment register – indicating the original procurement plan, actual procurement plan as well as the forecast of the future procurements
- v) Foreign exchange contract register – indicating the details of the foreign exchange contracts and planned dates of forward cover
- w) Asset register – indicating details regarding equipment procured for and on behalf of *Employer*
- x) Temporary equipment registers.

9.6.1 Monthly Reporting

The *Consultant* prepares and submits a monthly progress report to the *Employer*. This report should include the latest programme information. The report reaches the *Employer* on pre-determined project reporting timelines.

The report is structured with the following headings:

- a) Detailed cost report in agreed format, detailing budget/trends/Final Forecast Cost (FFC)/commitments, expenditure and key quantities report, etc.
- b) Executive summary
- c) Main activities this past period



- d) Main activities for next period
- e) Areas of concerns
- f) Areas of opportunity
- g) Progress curves by discipline and total project
- h) Procurement actions completed and future actions still to be implemented
- i) Cost control, status of budget and payments made to date summary
- j) Earned value % and analysis (CPI, SPI)
- k) Compensation events register and status thereof
- l) Safety status
- m) Major risks and mitigation plans
- n) Summary of all early warnings raised and status
- o) Status on the base line plan versus actual
- p) Asset register
- q) Environmental status report.

9.6.2 Total Project Cash Flow

The *Consultant* supplies on a monthly basis a total project cash flow in line with the accuracy required below:

- a) 30 day forecast with an accuracy of 98%
- b) 60 day to 90 day forecast with an accuracy of 95% split per month
- c) 120 day to 240 day forecast with an accuracy of 90% split per month
- d) The balance of the remaining project, forecast on a monthly basis based on the latest information available
- e) An explanation of deviations and changes made since the previous cash flow is submitted with a revised cash flow.



At the first and subsequent reporting dates, the *Consultant* submits to *Employer* a forecast rate of invoicing that includes all the expected payments to be made by the *Employer* to the *Consultant*. It is expected that the forecasts are to be within 5% accuracy.

9.6.3 Cost Estimate

Consultant compiles a project execution estimate as per the requirements stated below. The estimate is provided by *Consultant* as part of *Consultant's* deliverables.

Construction estimate for execution phase

- a) The *Consultant* prepares an estimate as a deliverable during the detail engineering design for the scope of the facility and services for the execution phase and commissioning including close-out
- b) The estimate is based on the execution package and project execution strategy for the execution phase (engineering, procurement and construction)
- c) The estimate shall be subject to a risk analysis exercise in order to assess risk and contingency
- d) The estimate shall be reviewed by the *Consultant's* and *Employer's* project team prior to issue to *Employer* for acceptance/approval. The aim is to confirm the Risk Adjusted Indicative Total Cost (RAITC) and continuously report on the RAITC
- e) The required estimate deliverables are described hereunder. A separate estimate kick-off meeting should be held to initiate the project estimate development process.

9.6.4 Estimate Methodology

- a) During the estimate kick-off meeting, the estimating methodology that shall be followed in preparing the estimate is discussed and agreed upon
- b) A bar chart type programme is included outlining key estimating activities and corresponding durations.

9.6.5 Basis Of Estimate

The "basis of estimate" describes the estimating methodology, scope of work, listing of engineering documents used, definition of all cost elements, project execution philosophy, project programme,

qualifications and assumptions, inclusions and exclusions, and any other items that may have an impact on the estimate.

9.6.6 **Estimate Preparation**

- a) *Consultant* uses their own in-house computerized estimating programs, or whatever means available, to achieve the estimate requirements. A basis of report is compiled by the *Consultant* to guide the estimating process for this project.
- b) Where the *Consultant* requires estimates or quotations from the Market, the *Consultant* shall make such enquiries via the *Employer's* Procurement.
- c) All allowances are detailed and described within the basis of the estimate and while completing the estimate(s), carefully consider the following:
 - i. *Consultant* requests the following information from technology suppliers (if required) via the *Employer* and include it into the estimate:
 - o The costs of all major equipment items
 - o Mechanical equipment items cannot be fabricated locally as either being proprietary equipment, or otherwise (percentage foreign content to be supplied as a minimum)
 - o The cost bases, i.e. currency, validity and location (e.g. ex-works, free-on-board, Cost, Insurance and Freight (CIF), etc.) to be clearly indicated.
 - ii. *Consultant* estimates the costs (per process block) of all equipment items, for those items which technology suppliers could not supply costs for
 - iii. *Consultant* solicits budget quotes from the market via procurement department prior to engaging suppliers) to gain representative prices for selected/appropriate items, including machinery/equipment/dredging/barge/material prices and escalation indices to adjust for inflation
 - iv. *Consultant* applies norms for estimating the costs of all materials, labour and engineering services
 - v. *Consultant* provides splits between local and foreign supplies of material and labour (if applicable), as well as that of *Consultant* services, shall be indicated in the estimate
 - vi. *Consultant* ensures that the estimates are applicable to local/site-specific conditions

- vii. A set of Exchange rates (valid for a specific date) is supplied by the *Employer*, during the kick-off meeting
- viii. *Consultant* provides a list of all exclusions from the estimate
- ix. *Consultant* indicates the contingency percentage and proves that the accuracy of the estimate is within the preferred range for the stage of the project.
- x. Undertakes a Monte Carlo analysis to produce a risk adjusted estimate as well as allowances for contingency

9.6.7 **Estimate Format**

The *Consultant* prepares estimate formats and presents them to the *Employer* for review. The overall cost summary, as well as the individual cost summaries (per work package and per discipline, to be agreed at the estimate kick-off meeting), is split into different categories to include the major cost elements, as outlined below:

- a) Bulk services
- b) Work packages per discipline/per area
- c) Information technology, pipeline/cable chambers
- d) Materials and equipment supply
- e) Compile or prepare BOQs per each engineering discipline (including field overheads such as site establishment, temporary construction facilities - including camps and catering), construction services, supplies and consumables, scaffolding, construction equipment rental (including heavy lifts and scaffolding), field staff travelling, accommodation and business expenses
- f) *Consultant* services up to commissioning and close-out
- g) Labour costs and disbursements, such as travelling, accommodation and business expenses for:
 - i. Detail engineering
 - ii. Procurement
 - iii. Project management

- iv. Construction management/supervision, etc.
- v. Project support services.
- vi. 3rd party *Consultants* and specialist contracts

h) Pre-production and commissioning costs:

- i. Contingencies (as agreed during estimate review)
- ii. Risks
- iii. Escalations.

9.6.8 Estimate Reviews

An estimate review meeting shall be arranged by the *Consultant* after the initial estimate has been issued to the *Employer*.

During the review meeting the *Employer's* team will consider the following:

- a) Traceability – Information presented in a traceable fashion containing supporting documentation and technical data (supporting facts and findings). The *Employer* review team should be able to, with the given information, trace all the final values within the presented cost estimate
- b) Reasonableness – Information presented in a logical manner with appropriate analogies and cost estimating relationships
- c) Soundness – Information, assumptions, and recommendations presented should be sound arguments
- d) Validity – Information presented should be logically correct, justifiable and well-grounded. The *Employer's* review team will review the methodology and assumptions
- e) Accuracy/consistency – Information presented should be well organized, cohesive, supportable, and easily understood
- f) Completeness – Information presented should contain all necessary data, assumptions and pertinent information
- g) Verification – Information presented should be verifiable by the *Employer's* review team.



9.7 Documentation Control

| Engagement | Reports required | Relevant/applicable documents |
|--------------|---|--|
| Monthly | <ul style="list-style-type: none"> Progress update Transmittal update Document registers | <ul style="list-style-type: none"> Project documentation management Archiving and retention documentation |
| Face-to-face | Electronic (editable) and hardcopy | <ul style="list-style-type: none"> Squad check procedure Management of governance documentation Documentation strategy Information classification policy |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant's* documentation should comply with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation to the *Consultant*, but control, maintenance and handling of these documents shall be the *Consultant's* sole responsibility and at its expense and managed with a suitable document control system. At agreed periods throughout the development of the project the *Consultant* shall be required to transfer/migrate documentation to the *Employer's* document management system. All drawings and any other documentation should be provided to the *Employer* in the required **native format** (i.e. AutoCAD, Word, Excel, PDF, etc.). All the relevant links and supporting documents should be provided.

All documents issued to 3rd party Contractors and to the *Employer* should be submitted through the *Consultant's* document control department. Any contractual communication between the *Employer* and the Contractors should be issued by the *Consultant* on behalf of the *Employer* (as per DOA) These communications should be similarly recorded through the *Consultant's* document control department.

Ownership of data, designs and documents - The parties agree that copyright in the data, design and documents should, after payments by the *Employer* of the services to the *Consultant*, lie with the *Employer* subject to the *Employer's* indemnification against any claim from any party that may

arise as a result of the *Employer's* use of such a document due to the *Consultant's* infringement of copyright.

9.8 Environmental And Sustainability Management

| Engagement | Reports required | Relevant/applicable documents |
|---|---|--|
| Weekly/monthly or as otherwise specified by the Owner's Team Representative (OTR) | <ul style="list-style-type: none"> Progress report (aspects requiring progress reporting to be agreed to between the <i>Consultant</i> and the OTR) Audit reports | <ul style="list-style-type: none"> Environmental and community/social governance, and sustainable development design reports as relevant Transnet Integrated Management System (TIMS) policy |
| Face-to-face | Electronic (editable) and hardcopy | <ul style="list-style-type: none"> NEMA, 1998 as amended Other relevant environmental authorizations Environmental Authorisation |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant* shall ensure compliance with all PLP environmental and community/social governance interface, and sustainable development design requirements, as determined through the PLP classification model, for each project phase. These requirements will be clarified with the *Consultant* during tender inquiry and at contract negotiation stage.

The *Consultant* must have required environmental expertise and experience to manage all environmental and sustainability planning requirements during feasibility study and project execution phase. These requirements are outlined in the PLP environmental and community interface and sustainable development modules.

The *Consultant* should at all times ensure compliance with environmental legislative and regulatory requirements relevant to their activities.

The *Consultant* should ensure that the fundamental principles outlined in Chapter 1 of the National Environmental Management Act, 1998, Act No. 107 of 1998, as amended and sustainable development are integrated into the planning and execution phases of proposed development.

The *Consultant* should take into consideration the requirements of any other environmental specifications applicable to any other divisions of Transnet, including the requirements under TIMS Policy statements included as **Annexure H**.

The *Consultant* should ensure that all work is undertaken with due consideration of the requirements of relevant environmental authorisations, legislation and other environmental requirements of the Port of Durban and EThekweni Municipality.

The *Consultant* should take cognisance of the requirements of existing environmental authorizations, permits and licenses and any subsequent amendments thereof.

The Contractor should not commence work in areas where authorizations are required but not yet received. Contractors shall also comply with any condition laid down in these authorizations during the execution of the works.

All construction activities should be subject to a Project Construction Environmental Management Programme (CEMP_r) as authorized through the EIA process, and all applicable environmental authorizations and/or permits/licences issued to the applicable project. Appointed Contractors will be required to compile an environmental management file and method statements for review and approval by TNPA and the relevant environmental authorities, where required. The *Consultant* should ensure that the Contractor environmental file and method statements address all potential impacts of their construction activities.

The *Consultant* should appoint a responsible person to monitor and manage compliance with the CEMP_r and relevant authorizations referred to above.

The *Consultant* should apply the principles outlined in Chapter 1 of the National Environmental Management Act, 1998, Act No. 107 of 1998, particularly the provision under Section 3 and 4(a) - (r), in the planning and execution of the proposed development. These principles apply to all Organs of State throughout the Republic and thus Transnet being an organ of state should ensure compliance with these principles.

The *Consultant* should comply with the sustainable development and/or design requirements under the PLP, where relevant.

The *Consultant* should ensure that all work comply with the Transnet policy on sustainable development as embodied in its sustainability framework or strategy.



9.9 Finance

| Engagement | Reports required | Relevant/applicable documents |
|--------------|--|---|
| Monthly | Monthly invoicing Monthly statements | <ul style="list-style-type: none"> Transnet Finance Time keeping |
| Face-to-face | Electronic (editable) and hardcopy | <ul style="list-style-type: none"> Client internal recovery Public Finance Management Act (PFMA) VAT Act |
| Virtual | Electronic (editable) and hardcopy (PDF) | |

The *Consultant* should collect and provide financial information in a manner that does not impede or adversely affect the *Employer* in the undertaking of its financial obligation. The *Consultant* shall manage and report on all contracts that contribute towards the development of this project. The *Employer* maintains the obligation to provide financial consideration for Works as detailed in their contracts. Where the *Consultant* fails to provide information timeously or not as agreed, as long as the provision of such information was within the *Consultant's* control, then the *Consultant* should be liable for any interest/penalties incurred and loss of settlement discounts by the *Employer*.

In light of the National Treasury Instruction, the *Consultant* is required to subscribe to the enforced cost containment measures. The pre-qualification rates that the *Consultant* shall be remunerated are specified on the National Treasury Instruction.

Consultant invoicing requirements: The *Consultant* is to submit a monthly invoice on the date stipulated on the approved project reporting calendar (as approved for each calendar year) to the *Employer* with the estimated man hours to be worked in that month as per the most recent and approved man hour schedule.

Other Contractors/*Consultants* invoicing requirements: The *Consultant* should review and ensure that the monthly invoices from the Contractors, *Consultants* or any other contracting party should be presented in the same manner as mentioned above.

The applicable foreign exchange conversion rates for foreign currency amounts payable and managed by the *Consultant* should be the rate as advised by the *Employer* for the date of payment of each relevant foreign currency amount as affected by the *Consultant*, which rate should be

substantiated by the *Consultant*. All invoicing and payments should be made in the currency of the contract. The National Treasury guidelines as well as the *Employer's* requirements must be considered in this regard.

The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, No 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. No payment is made on tax invoices not fully meeting the requirement.

9.10 Health and Safety Requirements

| Engagement | Reports required | Relevant/applicable documents |
|--|--|--|
| Weekly, bi-weekly or monthly as agreed | <ul style="list-style-type: none"> Progress report Audit reports <i>Employer's</i> analysis | <ul style="list-style-type: none"> HAS-GL-0001 and approved health and safety specification |
| Face-to-face | None | |

The *Consultant* should comply with the H&S requirements contained in the HAS-GL-0001 H&S and procedural compliance with the OHS Act and applicable regulations included as **Annexure I**.

The *Consultant* should comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which should be entirely at the *Consultant's* cost and which should be deemed to have been allowed for in the rates and prices.

The *Consultant* shall be required to submit particulars of his H&S programme and safety files for the relevant task order within two weeks of award of tender. Particular requirements of the *Employer*, if any, shall be made known on award of the contract.

Project site safety statistics spreadsheet – During the construction period of the Works, a weekly as well as a monthly report shall be submitted relating to (amongst others) man-hours, *Employer's* compliance, incidents, lowlights, highlights, project challenges and focus areas.

9.11 Consultant's Key People

The *Consultant* shall ensure that competent, experienced and dependable resources are available for the full duration of the contract. Every effort must be exercised by the *Consultant* to minimise the replacement of key persons to ensure continuity and efficiency in Providing the Service.

The *Consultant* shall employ personnel to perform the functions of key persons under Clause 22.1 of the conditions of contract (NEC3 PSC). These appointments shall have the necessary experience and be suitably qualified.

The *Consultant* shall provide an organogram of all his key people (both as required by the *Employer* and as independently stated by the *Consultant* under Contract Data Part Two), including their roles and responsibilities, and whether such key people are authorised to communicate, on behalf of the *Consultant*, with the *Employer's Agent*, NEC3 ECC Supervisor and Project Manager.

The *Consultant* shall provide an approach paper clearly identifying their key people, their roles and responsibilities and must ensure that this is aligned to the organogram and communication plan. In addition to the key personnel possible resources needed will include but not limited to Bulk Services Engineer, Project Manager, Quantity Surveyor, Environmental Officer, etc.

The *Consultant* shall employ suitably qualified and experienced key persons who have developed the necessary skills to provide professional technical and construction monitoring services to the project management team including as a minimum but not limited to:

a) Nec Supervisor/Resident Engineer X 1,

- The Resident Engineer shall hold a Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years of experience in or construction environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the construction works to provide a professional service ensuring project objectives are achieved
- The Resident Engineer shall provide engineering solutions and guidance to the Engineers and supervision staff and shall be employed on a full-time basis and for the full period of construction works.

b) Structural/Bridge Engineer X 1,



- Structural/ Bridge Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 12 years of experience in the civil/structural construction. Geotechnical experience will be an added advantage
- Experience in, but not limited to, design and construction of bridges
- Structural/ Bridge Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works

c) Civil Engineer X 1,

- Civil Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in civil design and construction.
- Experience in, but not limited to, design construction and upgrade of roads projects
- Civil Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

d) Electrical Engineer X 1,

- Electrical Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Electrical Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years of experience in the electrical field.
- Experience in, but not limited to, design and construction of electrical engineering projects
- Electrical Engineer shall provide training and mentorship to supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

e) Geotechnical Engineer



- The services of a Professional Geotechnical Engineer is vital to assess the ground conditions on various activities of the Works.
- The Consultant shall procure the services of an experienced geotechnical engineer who must be in possession of a Bachelor of Science/Technology Degree and registered in terms of the Engineering Profession Act (Act 46 of 2000) with minimum 10 years' experience.
- The Consultant shall provide training and mentorship to the supervision resources (provided by TNPA) to assist in providing the works. It is expected that after a training period of 10 months, the resource would be efficient in carrying out the works.

f) Land Surveyor

- Verification and monitoring of survey and setting out activities are critical to the successful completion of the project. Activities shall include, but is not limited to, approving setting out by Contractor, monitoring of layerworks, verifying as-built data, and general surveys deemed necessary.
- The Consultant shall procure the services of qualified and experienced Land Surveyor with minimum ten (10) years' experience. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.
- The Consultant shall provide training and mentorship to the supervision resources (provided by TNPA) to assist in providing the works and shall be employed for the duration of the construction works.

10 PROCUREMENT

Code Of Conduct

- The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining *services*. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:
- The Transnet Detailed Procurement Procedure (DPP).

- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
 - The Public Finance Management Act (PFMA).
 - The Broad Based Black Economic Empowerment Act (BBBEE); and
 - The Anti-Corruption Act.
- a) This code of conduct has been included in this contract to formally apprise the *Consultant* of the *Employer's* expectations regarding behaviour and conduct of its suppliers.
- b) Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- c) The *Employer* is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.
- d) The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- e) The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- f) Employees must not accept or request money or anything of value, directly or indirectly, to:
- g) Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- h) Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or gain an improper advantage.
- i) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer's* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- j) The *Employer* is firmly committed to the ideas of free and competitive enterprise.
- k) Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- l) The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)



- m) The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- n) Generally, Suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- o) Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
- Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards the *Employer's* employees
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects

Conflicts Of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*. Such as, for example:

- Doing business with family members; and
- Having a financial interest in another company in our industry

11 THE CONSULTANT'S INVOICES

When the *Employer's Agent* certifies payment (see NEC PSC Sub-Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Employer's Agent* assessment of the amount due to the *Consultant* as stated in the payment certificate.

Invoices must be submitted by the last working day of the month

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Consultant*;
- Address (Physical and Postal) of the *Consultant*;
- The *Consultant's* VAT Number; and
- The Contract number: TNPA/2024/01/0002/53232/RFP

The invoice contains the supporting detail:

- The amount paid to date;
- Amount for payment (excluding VAT);
- VAT amount;
- Amount for payment (including VAT);
- Any retention monies to be deducted from the invoice;
- Any interest payable;
- Escalation formula used where applicable;
- Settlement discount;
- Proof of ownership of Materials supplied;
- A statement is to accompany each invoice

The invoice is presented either by post or by hand delivery or via email by the 16th day of the assessment month. Statements must accompany invoices.

Invoices submitted by post are addressed to:

Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of: **TBA**

Invoices submitted by hand are presented to:

Transnet National Ports Authority
Queens Warehouse
237 Mahatma Gandhi Road
Durban
4000
For the attention of: **TBA**

The invoice is presented as an original.

The *Consultant* ensures that the *Employer* has his correct banking information to make the electronic payment transfer.

All payments are provisional and subject to audit. The *Consultant* preserves his records for such a period of time as legislation requires, but in any event not less than five (5) years.

The *Employer* deducts any amount owed by the *Consultant* to the *Employer* from any amount payable by the *Employer* to the *Consultant*.

12 SUB-CONSULTING

The *Consultant* shall not appoint or bring *Sub-Consultants* onto Site without the prior acceptance of the *Employer's Agent*, and all *Sub-Consultants* will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.

The *Consultant* shall not deviate from an approved *Sub-Consultants* list without prior acceptance of the *Employer's Agent*.



Sub-contract documentation, and assessment of subcontract tenders:

- a) The *Consultant* is required to appoint his *Sub-Consultants* under the NEC3 Professional Services Contract or the NEC3 Engineering and Construction Contract *Sub-contract* agreements unless accepted otherwise by the *Employer's Agent*, and all *Sub-Consultants* will be required to conform to the requirements as set out herein as if they were employees of the *Consultant*.
- b) The *Consultant* shall ensure that the quality assurance, health and safety, industrial relations, environmental, documentation control and all other requirements placed on him under this contract are transferred onto any *Sub-Consultant*.

13 LIST OF ANNEXURES

All the annexures listed hereunder shall be deemed to form part of the Scope of Services.

| Annexure | Revision | Description |
|----------|----------|--|
| 1 | 03 | <i>Consultant</i> Documentation Schedule (CDS) - DOC-STD-0001 – Rev 03 |
| 2 | | SHEQ Policy |
| 3 | 00 | Transnet Integrated Management System (TIMS) |
| 4 | 0C | Revision of Technical Documents |
| 5 | 00 | Engineering CAD Standards |
| 6 | 04 | Standard Environmental Specification (SES) |
| 7 | 04 | Construction Environmental Management Plan (CEMP) |
| 8 | 00 | General Quality Requirements |
| 9 | 00 | SoW Agile PLP |
| 10 | Draft | PLP Feasibility Study Phase Manual |

Part C4: Site Information

PART C4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part C4.1 of the contract for the location of Site Information.

C4.1 SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

Bayhead road and Langeberg roads are the only road link to the major container terminals and other terminals at the Port of Durban. Bayhead road has two major intersections, South Coast Road at the start (west), four minor intersections in between the next major intersection which is Langeberg Road (east). Bayhead Road continues onto Pier 1 and Iran Road intersects with Bayhead Road in between Langeberg Road and Pier 1. Bayhead Road also provides access to Bayhead Park. Figure 1 below shows Bayhead and Langeberg Roads leading to Pier 1 and Pier 2 respectively, and the six bridges that will be widened.

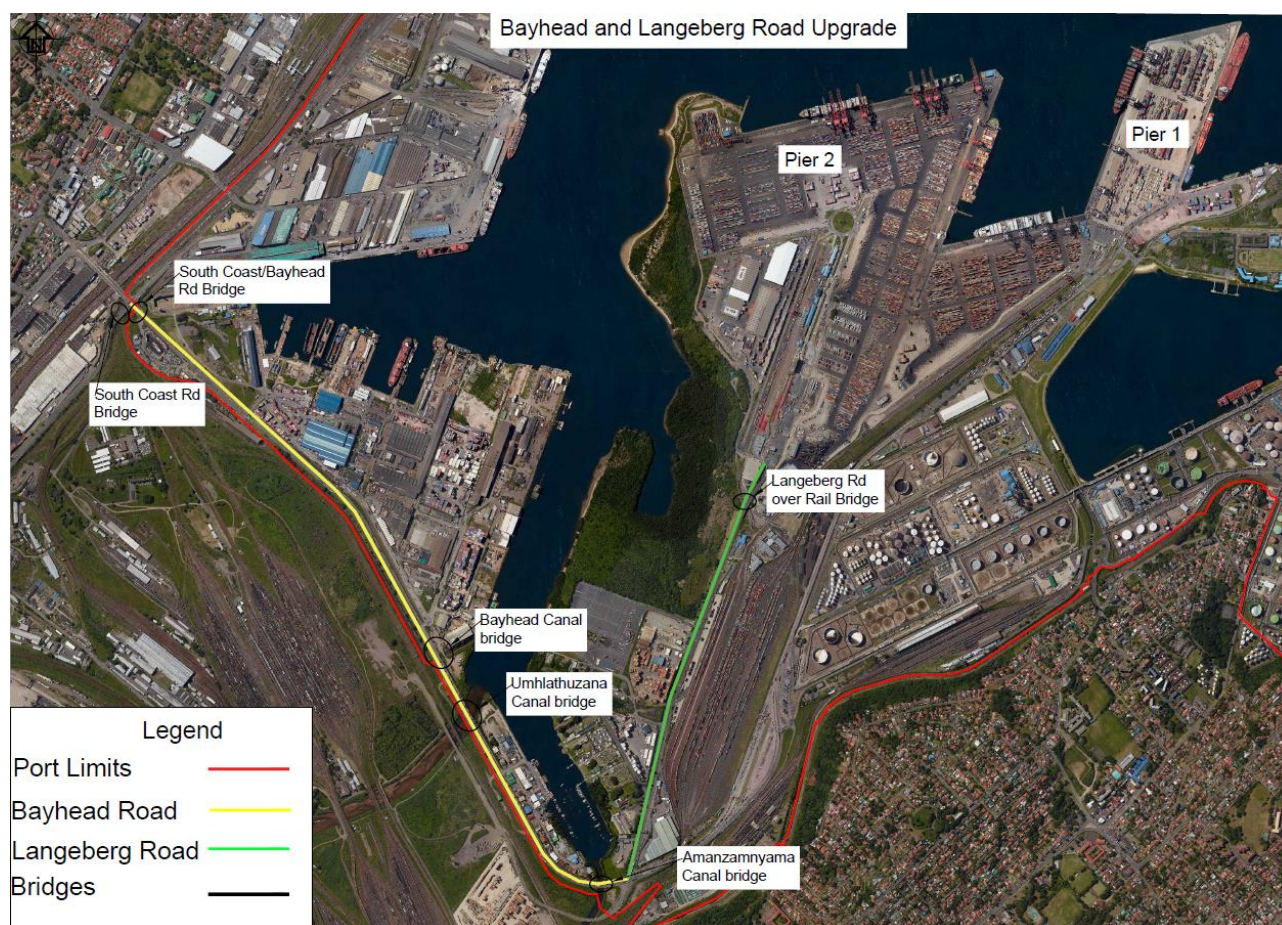


Fig. 1 Bayhead and Langeberg Roads, Aerial View

2. Access and access permits

Bayhead and Langeberg are public roads within eThekweni Municipality. Bayhead road starts at the intersection of South Coast Road and Maydon Road, and it stretches for about 2,954 km up to the intersection with Langeberg Road where the upgrade will end. The road continues from that intersection to Pier 1. Langeberg Road starts at the intersection with Bayhead Road and it continues for about 1,634 km up to Pier 2 entrance where the upgrade will end. Bayhead Road can be accessed from R102 (Sydney Road) and then left turn to the intersection of Bayhead Road and South Coast Road. Langeberg Road can be accessed from the intersection with Bayhead Road up to Pier 2 Entrance. There is access control along Langeberg Road at the entrance to Pier 2. It is a fundamental requirement that the *Consultant* familiarizes himself with the eThekweni Transport Authority systems and the road network leading to Pier 1 and Pier 2. The *Employer* shall grant access to the site of works.



Maintaining road access

The surrounding areas of Bayhead and Langeberg Roads are used by the public whose varying interests shall be protected where possible by the *Consultant* during the contract. The *Consultant* shall ensure the safe passage of traffic along the roads at all times.

Existing services

TNPA will issue all available drawings in PDF format for the *Consultant* to confirm existing services. In addition to the above, the *Consultant* shall identify all affected underground services. This includes manual excavations and ground penetration radar scanning. The *Consultant* shall be liable for all claims arising out of any damage caused by such excavation, if the *Consultant* fails to exercise the requisite care and attention in carrying out the excavation. The existing services shall be protected when excavating.

There are six bridges in total along Bayhead and Langeberg Roads. The two roads cross over other roads, railway lines and water channels, and the roads are close to the port. The site is generally flat and slightly sloping in some sections. There is no truck staging area from the point where Bayhead Road starts to the entry point into Pier 2 where Langeberg Road ends. Heavy trucks constitute most of the traffic along the two roads.

Restrictions and Constraints

- i. Access difficulties to bridges and canals during high tides.
- ii. Traffic congestion can restrict work and delivery of material on the roads.
- iii. Proximity of the Trawlers Wharf workshops to Bayhead Road.
- iv. Bayhead Road is next to Bayhead Canal, and this restricts the extent of widening the road.
- v. There was a realignment of Bayhead Road over Bayhead Canal. The road moved more to one side closer to the boundary. The *Consultant* may need to take the road back to its original alignment.

Legal Aspects

TNPA are the owners of the land where the widening of Bayhead and Langeberg Roads will take place. The upgrade will be done within the port boundaries, and widening should not go beyond port boundaries.