

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

Transnet Port Terminals

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

RFP NUMBER	: TPT/2023/07/0086/35443/RFP
ISSUE DATE	: 10 APRIL 2024
NON - COMPULSORY BRIEFING	: 22 APRIL 2024
CLOSING DATE	: 10 MAY 2024
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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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].

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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.

NON - COMPULSORY TENDER CLARIFICATION MEETING	<p>Non-Compulsory Tender Clarification Meeting will be conducted via Microsoft Teams on Monday the 22nd of April 2024, at 10:00am [10 O'clock] for a period of ± 2 (two) hours.</p> <p>The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of individuals arriving late. Should the Tenderers wish to participate in the tender non-compulsory briefing session, the Tenderers may access the Compulsory Briefing Session using the links below:</p> <p><u>Microsoft Teams meeting</u></p> <p><u>Join on your computer, mobile app or room device</u></p> <p><u>Join the meeting now</u></p> <p>Meeting ID: 310 600 721 038 Passcode: BnUQ25</p> <hr/> <p><u>Dial-in by phone</u></p> <p>+27 21 835 5059,,441732207# South Africa, Cape Town Find a local number</p> <p>Phone conference ID: 441 732 207#</p>
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	<p>Join on a video conferencing device Tenant key: teams@transnet.onpexip.com Video ID: 127 341 096 1 More info For organizers: Meeting options Reset dial-in PIN</p>
CLOSING DATE	<p>10:00am on Friday, 10 May 2024 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</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://www.transnet.net>);
- Click on “TENDERS”;
- Scroll towards the bottom right hand side of the page;
- On the blue window click on “register on our new eTender Portal”;
- 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;

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- 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 T2.2-14], [**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

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<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**

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: <p>Part T: The Tender</p> <p>Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>Part C: The contract</p> <p>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</p> <p>Part C2: Pricing data C2.1 Pricing Instructions</p>

		C2.2 Pricing Schedule
	Part C3: Scope of work	C3.1 Scope
C.1.4	The Employer’s agent is:	Sourcing Specialist
	Name:	Nomvuselelo Mabuyakhulu
	Address:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban 4001
	Tel No.	072 735 1899
	E – mail	Nomvuselelo.Mabuyakhulu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with with regards to CESA or SABTACO registration:	
	Tenderers to be registered with CESA (Consulting Engineers South Africa) or SABTACO (South African Black Technical and Allied Careers Organisation).	
	Tenderers to provide proof of registration with CESA or SABTACO.	
	<i>Any tenderer that fails to meet the stipulated Eligibility criteria will be regarded as an unacceptable tender</i>	
	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 80 points.	
	The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.	
	<i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i>	
C.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the English Language .	

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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: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: TPT/2023/07/0086/35443/RFP ▪ The Tender Description: Engineering and Construction Management Services for Saldanha Bulk Terminal Refit Project Phase 4 – Stacker Reclaimer 3 for Transnet SOC Ltd (reg.no.1990/000900/30) operating as Transnet Port Terminals, (hereinafter referred to as “TPT”), as a once off supply. |
|-------------------------|--|

Documents must be marked for the attention of:
Employer's Agent: Nomvuselelo Mabuyakhulu

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: **10:00am** on the **10 May 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:

1. A valid Tax Pin issued by the South African Revenue Services to verify Tenderers compliance status.
2. 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, more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is: **80**
 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
These Criteria must be read in conjunction with returnable T2.2-1. The tenderer shall indicate compliance by attaching evidence.			
T2.2-1 Eligibility	Tenderer to be registered with CESA (Consulting Engineers South Africa) or SABTACO (South African Black Technical and Allied Careers Organisation). Tenderers to provide proof of registration with CESA or SABTACO		
NB: The Tenderers are to provide evidence to compliance.			
This Criteria must be read in conjunction with returnable T2.2-2. Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:			
T2.2-2 Quality Management	Project Quality Management Plan	5	25
	Quality data book index	1	
	Index/List of procedures and method statements	11	
	Quality Control Plan	3	
	Quality Policy	4	
	Audit Schedule	1	
This Criteria must be read in conjunction with returnable T2.2-3. The tenderer shall submit a comprehensive and detailed organogram and CV's of Key Persons			
T2.2-3 Project Organogram, Management & CV's	organogram that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals	2	

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	Detailed CV: Senior Project Manager. Qualifications and detailed experience from the submitted CV	6	40
	Detailed CV: Project Manager. Detailed experience from the submitted CV	3	
	Detailed CV: Structural Engineering Supervisor Qualifications and detailed experience from the submitted CV	4	
	Detailed CV: Mechanical Engineering Supervisor Qualifications and detailed experience from the submitted CV	4	
	Detailed CV: Electrical, Control & Instrumentation Engineering Supervisor Qualifications and detailed experience from the submitted CV	4	
	Construction Manager. Qualifications and detailed experience from the submitted CV	4	
	Health & Safety Officers Qualifications and detailed experience from the submitted CV	2	
	Quality Manager Qualifications and detailed experience from the submitted CV	3	
	Schedule Manager/Planner Detailed experience from the submitted CV	2	
	Commissioning Manager Qualifications and detailed experience from the submitted CV	5	
	Administration/Document Controller Detailed experience from the submitted CV	1	
This Criteria must be read in conjunction with returnable T2.2-4. Tenderers are required to provide a proposed programme developed in MSProjects and a hard copy and soft copy supplied with the Tender submission.			
T2.2-4 Programme	Ability to execute the works in terms of the Employer’s requirements, indicating the order and timing of all activities that will take place in order to provide the works in the shortest possible duration and at a minimum	20	20

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	a Level 2 Programme is developed in MSProjects and a hard copy and soft copy supplied with the Tender submission.		
This Criteria must be read in conjunction with returnable T2.2-5. Tenderers are required to demonstrate experience and performance in comparable projects of similar size and nature			
T2.2-5 Previous Experience	<p>a) A list of past and current comparable professional services contracts executed with supporting information that clearly demonstrates ability, knowledge, experience, scope of, and the successful completion of refurbishment projects of similar works specific to Bulk Material Handling Stackers/Reclaimer Equipment/Infrastructure, with the Professional Services Contracts' values being at least R5m per contract over the last 10 years.</p> <p>b) The supporting information must consist of evidence such as Reference Letters and/or Completion Certificates that shows when the experience was gained, high level scope and contract value</p>	15	15
		100	100

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

- T2.2-1 Eligibility
- T2.2-2 Quality Management
- T2.2-3 Project Organogram, Management & CV's
- T2.2-4 Programme
- T2.2-5 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 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 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,

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
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 (80/20)
B-BBEE Level of contributor – Level 1 & 2	5
Black Owned EMEs and QSEs (51% BO)	10
Black Woman Owned (51% BWO)	5
Total	20

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	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
51% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
- B-BBEE STATUS LEVEL OF CONTRIBUTION OF 1 & 2 - BLACK OWNED EMES AND QSES (51% BO) - BLACK WOMAN OWNED (51% BWO)	20
Total points for Price and Specific Goals must not exceed	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. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she 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,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T 1.3 Standard Conditions of Tender

T.1 General

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX

T.1.1 Actions

The *Employer* and each Tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in T.2 and T.3, timely and with integrity, and behave equitably, honestly and transparently.

T.1.2 Tender Documents

The documents issued by the *Employer* for the purpose of a tender offer are listed in the tender data.

T.1.3 Interpretations

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the Mandatory returnable documents are deemed to be part of these Conditions of Tender.

T.1.3.2 These Conditions of Tender, the tender data and those tender schedules which are only required for tender evaluation purposes (as detailed in schedule T1.2 - T3.11.3), shall not form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these Conditions, the following definitions apply:

- a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the *Employer* or his staff or agents in the tender process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the *Employer*, including collusive practices intended to establish prices at artificial levels
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

T.1.4 Communication and *Employer's* agent

Each communication between the *Employer* and a tenderer shall be to or from the *Employer's* agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The *Employer* shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the *Employer's* agent are stated in the tender data.

T.1.5 The *Employer's* right to accept or reject any tender offer

The *Employer* may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The *Employer* shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

T.2 Tenderer's obligations

T.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with *Employer*.

T.2.2 Cost of tendering

Accept that the *Employer* will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

T.2.3 Check documents

Check the tender documents on receipt for completeness and notify the *Employer* of any discrepancy or omission.

T.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the *Employer* only for the purpose of preparing and submitting a tender offer in response to the invitation.

T.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

T.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the *Employer* may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

T.2.7 Compulsory Briefing Session

Attend, where required, a briefing session at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

T.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the *Employer* at least ten working days before the closing time stated in the tender data.

T.2.9 Insurance

Be aware that the extent of insurance to be provided by the *Employer* (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

T.2.10 Pricing the tender offer

T.2.10.1 Include all duties, taxes (except South African Value Added Tax (VAT)), and other levies payable by the successful tenderer in the rates, prices, and the tendered total of the prices. All duties, taxes and levies that are applicable 14 days before the closing time as stated in the tender data, to be included in the prices.

T.2.10.2 Show VAT payable by the *Employer* separately as an addition to the tendered total of the prices.

T.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

T.2.10.4 State the rates and prices in South African Rand (ZAR) unless instructed otherwise in the tender data.

T.2.10.5 The delivery place for the Works is as per Part 3 Scope of works in South Africa

T.2.10.6 The *Contractor* shall be responsible for all costs for the transportation of the Works from place of manufacture to the *Employer's* nominated place of delivery in South Africa, including the clearance of the Works through South African Customs, payment of Customs VAT, local testing and onward delivery to Transnet's nominated destination, which costs (excluding the payment of Customs VAT) shall be separately identified in its Tax Invoices henceforth. The *Contractor* will endeavour to reduce exposure to liability for Duty on importation of the works and where not, to capture same. The Inco Term Required is (DDP Incoterms 2010).

T.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the *Employer*, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

T.2.12 Alternative tender offers

T.2.12.1 Submit alternative tender offers only if a main tender offer is also submitted, strictly in accordance with all the requirements of the tender documents. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

T.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the *Employer*.

T.2.13 Submitting a tender offer



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- T.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- T.2.13.2 Return all mandatory returnable documents to the *Employer* after completing them in their entirety in writing in black ink.
- T.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the *Employer*.
- T.2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and in the minimum issued format required, will be regarded by the *Employer* as non-responsive.
- T.2.15 Closing date and time
- T.2.15.1 Ensure that the *Employer* receives the tender offer at the location specified in the tender data not later than the closing time stated in the tender data. The *Employer* shall not accept tender offers submitted by telegraph, facsimile, e-mail or tenders submitted by post.
- T.2.15.2 Accept that, if the *Employer* extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- T.2.16 Tender offer validity
- T.2.16.1 Hold the tender offer(s) valid for acceptance by the *Employer* at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- T.2.16.2 If requested by the *Employer*, consider extending the validity period stated in the tender data for an agreed additional period.
- T.2.17 Clarification of tender offer after submission
- Provide clarification of a tender offer in response to a request to do so from the *Employer* during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position or substance of the tender offer is sought, offered, or permitted during this stage of the tender process. The total of the prices stated by the tenderer shall be binding upon the tenderer.
- Note: Sub-clause T.2.17 does not preclude the negotiation of price and the final terms of the contract during the post tender negotiation, should the *Employer* elect to do so.
- T.2.18.2 Dispose of samples of materials provided for evaluation by the *Employer*, where required.
- T.2.19 Inspections, tests and analysis
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- T.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

T.2.21 Check final draft

Check the final draft of the contract provided by the *Employer* within the time available for the *Employer* to issue the contract.

T.2.23 Certificates

Include in the tender submission or provide the *Employer* with any certificates as stated in the tender data.

T.3 The *Employer's* undertakings

T.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

T.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the *Employer* may grant such extension and, shall then notify all tenderers who drew documents.

T.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

T.3.4 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

T.3.5 Test for responsiveness

T.3.5.1 The *Employer* will determine before detailed evaluation, whether each tender offer is properly received, namely:

- a) meets the laid-down grounds for eligibility;
- b) complies with the requirements of these Conditions of Tender;
- c) has been properly and fully completed and signed; and
- d) is responsive to all other requirements of the tender documents, including the return of all Mandatory returnable Schedules and documentation, as specified.

- T.3.5.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the *Employer's* opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - change the *Employer's* or the tenderer's risks and responsibilities under the contract, or
 - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- T.3.5.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- T.3.6 Arithmetical errors
- T.3.6.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- T.3.7 Clarification of a tender offer
- Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
- T.3.8 Principles for Awarding Business
- As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and the *Employer*, which contract will include such terms and conditions as the *Employer's* management and Acquisitions Council may require or prescribe.
- T.3.9 Insurance provided by the *Employer*
- If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the *Employer* to provide.
- T.3.10 Acceptance of tender offer
- T.3.10.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender data

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- T.3.10.2 Notify the successful tenderer of the *Employer's* acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the *Employer* and the successful tenderer as described in the form of offer and acceptance.
- T.3.10.3 The *Employer* reserves the right to conduct post-tender negotiations.
- T.3.11 Notice to unsuccessful Tenderers
- After the successful tenderer has acknowledged the *Employer's* notice of acceptance, notify other tenderers that their tender offers have not been accepted.
- T.3.12 Prepare contract documents
- If necessary, revise documents that shall form part of the contract and that were issued by the *Employer* as part of the tender documents to take account of:
- addenda issued during the tender period,
 - inclusion of some of the mandatory returnable documents,
 - other revisions agreed between the *Employer* and the successful tenderer, and
 - the schedule of deviations attached to the form of offer and acceptance, if any.
- T.3.13 Issue final contract
- Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the *Employer's* signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the *Employer*, shall be included.
- T.3.14 Complete adjudicator's contract
- Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- T.3.15 Provide copies of the contracts
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- T.3.16 Disclaimers
- a) The *Employer* reserves the right to request audited financial statements for the purposes of the due diligence exercise.
 - b) The *Employer* reserves the right to accept the whole or any part of a tender
 - c) Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
 - d) The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf.



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- e) The *Employer* reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to the *Employer* to do so.
- f) The *Employer* reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitions Council.
- g) 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 without assigning any reason therefor.
- h) The *Employer* will not reimburse any Tenderer for any preparatory costs, travelling and/or accommodation costs, or for other work performed in connection with the Tender, whether the Tenderer is awarded any business arising out of the Tender, or not.
- i) The successful tenderer will be subject to the conclusion of a final NEC 3 Engineering and Construction Contract.
- j) Tenderers must note that the *Employer* is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to the *Employer's* rights elsewhere contained herein, and in addition thereto, the *Employer* may accordingly in its sole and unfettered discretion:
 - k) change all services stipulated for in the Tender and re-issue the Tender in an amended form;
 - l) reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
 - m) disqualify late Tenders received after the stated submission deadline;
 - n) not necessarily accept the lowest priced Tender;
 - o) award a contract in connection with this Tender at any time to any person(s) or company;
 - p) make no award of business; and
 - q) withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.
- r) The Purchaser reserves the right to use Supplier Development, People with Disabilities, Black Women Owned and Black youth owned as objective criteria

T.3.17 Compliance

- a. Tenderers must be fully compliant with any and all the statutory and common law that is applicable to the tender.
- b. Tenderers shall comply with all applicable South African laws, including without limitation, the following:
 - c. Occupational Health & Safety Act 85 of 1993 (“OHSA”);
 - d. International Health Regulation Act 28 of 1974;
 - e. National Environmental Management ACT No. 107 of 1998;
 - f. National Environmental Management Waste Act No. 59 of 2008;
 - g. Environment Conservation Act No. 73 of 1989;
 - h. Hazardous Substances Act 15 1973;
 - i. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);
 - j. All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
 - k. The Basic Conditions of Employment Act No. 75 of 1997;
 - l. Criminal Procedure Act No. 51 of 1977;
 - m. National Ports Act No. 12 of 2005 (“NPA”) and enabling legislation thereto, including the Port Rules; Harbour Master’s Written Instructions and Regulations promulgated in terms of the NPA.
 - n. Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;

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- o. Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
- p. Customs and Excise Act No 91 of 1964;
- q. The National Railway Safety Regulator Act No 16 of 2002;
- r. The Labour Relations Act No. 66 of 1995 and the Regulations thereto, and
- s. Broad-Based Black Economic Empowerment (B-BBEE) Act 53, of 2003.

FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS

MAY RESULT IN A PROPOSAL BEING REJECTED

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-1 **Stage One: Eligibility Criteria Schedule** - Compliance to Eligibility Criteria

2.1.2 Stage Two: these schedules will be utilised for Functionality evaluation purposes:

T2.2-2 **Evaluation Schedule:** Quality Management

T2.2-3 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-4 **Evaluation Schedule:** Programme

T2.2-5 **Evaluation Schedule:** Previous experience

2.1.3 Returnable Schedules:

General:

T2.2-6 Availability of Equipment and Other Resources

T2.2-7 Authority to submit tender

T2.2-8 Record of addenda to tender documents

T2.2-9 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Proposed Sub Consultants

T2.2-12 RFP Clarification Request Form

Agreement and Commitment by Tenderer:

T2.2-13 RFP Declaration Form

T2.2-14 RFP – Breach of Law

T2.2-15 Certificate of Acquaintance with Tender Document

T2.2-16 Non-Disclosure Agreement

T2.2-17 Compulsory Enterprise Questionnaire

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

T2.2-20 SBD1 Form

T2.2-21 SBD 9

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-22 Insurance provided by the Consultant

T2.2-23 Form of Intent to provide a Performance Guarantee

T2.2-24 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

T2.2-25 Transnet Vendor Registration 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 Activity Schedule

2.6 C2.2 Priced Activity Schedule



Mandatory Returnable

T2.2 – 1: Eligibility Criteria

1. Tenderer to be registered with CESA (Consulting Engineers South Africa) or SABBACO (South African Black Technical and Allied Careers Organisation). Tenderers to provide proof of registration with CESA or SABBACO. Failure to submit proof will result in the tenderer being disqualified. Proof of registration must be valid at the time of tender closing.

Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-2: Technical Evaluation Schedule – Quality Management

The tenderer is to note that if awarded the contract, shall execute and complete the contract as per the Quality Management Standard, QAL-STD-0001 General Quality Requirements for Contractors and Suppliers and as per the TPT specification, Quality Management EEAM-Q-009.

The tenderer shall as a minimum submit the following:

- Project specific **Project Quality Management Plan** which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information. The Project Quality Management Plan must include as a minimum (1.Objectives, 2.Roles & responsibilities, 3.Standards, 4. Assurance & 5.Control)
- Project specific **Quality data book index**.
- **Index/List of procedures and method statements** to be used during the contract.
- **Quality Control Plans** (QCPs) to be included specific to the Works Information for the following:
 - Structural works
 - Mechanical works
 - Electrical works
 - Control & Instrumentation

These QCPs shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including testing, witnessing and hold points.

The QCPs must include as a minimum;

1. Activity/Requirement,
 2. Specifications,
 3. Acceptance criteria,
 4. Approval status &
 5. Controlling documents.
- A signed **Quality Policy** based on International Organisation for Standardisation (ISO 9001:2015). The policy must clearly articulate the companies Quality Management System objectives and the methodology of achieving the stated objectives of the System. The policy must display the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.
 - An **Audit Schedule** for internal and external audits during the contract.



Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The scoring of the Quality Management in terms of the abovementioned requirements will be as follows:

Formulae: Points = $Score/100 \times 25$

Weight 25% of Technical Evaluation Criteria	Project Quality Management Plan (5/25) Formula: score/100*5	Quality data book index (1/25) Formula: score/100*1	Index/List of procedures and method statements (11/25) Formula: score/100*11	Quality Control Plans (3/25) Formula: score/100*3	Quality Policy (4/25) Formula: score/100*4	Audit Schedule (1/25) Formula: score/100*1
score 0	A Project Quality Management Plan was not submitted.	No Quality Data book index submitted.	No list of procedures or method statement submitted.	No QCPs submitted.	No Quality Policy submitted.	No audit schedule submitted.
score 20	Includes one of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance & 5. Control.	Quality Data book index submitted covers one of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance & Control.	Method statement provided for one of the following: 1. Operator Cabin 2. VFDs 3. Luffing cylinder Boom & Incline Conveyor drive trains	QCPs are submitted and covers one of the project quality requirements of the project scope.	The Quality Policy is provided, it is based on ISO 9001:2015 and one of the five key policy requirements are displayed, and the policy is signed.	Audit schedule submitted however, it does not show a list of audits.

Weight 25% of Technical Evaluation Criteria	Project Quality Management Plan (5/25) Formula: score/100*5	Quality data book index (1/25) Formula: score/100*1	Index/List of procedures and method statements (11/25) Formula: score/100*11	Quality Control Plans (3/25) Formula: score/100*3	Quality Policy (4/25) Formula: score/100*4	Audit Schedule (1/25) Formula: score/100*1
score 40	Includes two of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance & 5. Control.	Quality Data book index submitted covers at least two of 5. Objectives, 6. Roles & responsibilities, 7. Standards, 8. Assurance & 9. Control.	Method statement provided for two of the following: 4. Operator Cabin 5. VFDs 6. Luffing cylinder 7. Boom & Incline Conveyor drive trains	QCPs are submitted and covers at least two of the project quality requirements of the project scope.	The Quality Policy is provided, it is based on ISO 9001:2015 and two of the five key policy requirements are displayed, and the policy is signed.	Audit schedule submitted and shows list of audits, but it is not referenced to where in the programme schedule it will occur.
score 60	Includes three of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance &	Quality Data book index submitted covers at least three of 1. Objectives, 2. Roles & responsibilities,	Method statement provided for three of the following: 1. Operator Cabin 2. VFDs 3. Luffing cylinder	QCPs are submitted and covers more than two but not all the project quality requirements of the project scope.	The Quality Policy is provided, it is based on ISO 9001:2015 and three of the five key policy requirements are displayed, and the policy is signed.	Audit schedule submitted and shows list of audits which are referenced to where in the programme schedule it will occur. The schedule doesn't

Weight 25% of Technical Evaluation Criteria	Project Quality Management Plan (5/25) Formula: score/100*5	Quality data book index (1/25) Formula: score/100*1	Index/List of procedures and method statements (11/25) Formula: score/100*11	Quality Control Plans (3/25) Formula: score/100*3	Quality Policy (4/25) Formula: score/100*4	Audit Schedule (1/25) Formula: score/100*1
	5. Control.	3. Standards, 4. Assurance & 5. Control.	4. Boom & Incline Conveyor drive trains			differentiate between internal or external audits.
score 80	Includes four of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance & 5. Control. The Project Quality Management Plan shows a complete understanding of the project quality requirements.	The Data book index is submitted and covers all the project quality requirements.	Method statement provided for four of the following: 1. Operator Cabin 2. VFDs 3. Luffing cylinder 4. Boom & Incline Conveyor drive trains	QCPs are submitted and cover all the project quality requirements of the project scope.	The Quality Policy is provided, it is based on ISO 9001:2015 and four of the five key policy requirements are displayed, and the policy is signed.	Audit schedule submitted and shows list of audits which are referenced to where in the programme schedule it will occur. The schedule only shows internal audits.

Weight 25% of Technical Evaluation Criteria	Project Quality Management Plan (5/25) Formula: score/100*5	Quality data book index (1/25) Formula: score/100*1	Index/List of procedures and method statements (11/25) Formula: score/100*11	Quality Control Plans (3/25) Formula: score/100*3	Quality Policy (4/25) Formula: score/100*4	Audit Schedule (1/25) Formula: score/100*1
score 100	Includes all of 1. Objectives, 2. Roles & responsibilities, 3. Standards, 4. Assurance & 5. Control.	The Data book index is submitted and covers all and more of the project quality requirements.	Method statement provided all and of the following and for additional items: 1. Operator Cabin 2. VFDs 3. Luffing cylinder 4. Boom & Incline Conveyor drive trains	QCPs are submitted and cover all and more of the project quality requirements of the project scope.	The Quality Policy is provided, it is based on ISO 9001:2015 and all of the five key policy requirements are displayed, and the policy is signed.	Audit schedule submitted and shows list of audits which are referenced to where in the programme schedule it will occur. The schedule shows both internal and external audits.

T2.2-3: Evaluation Schedule: Project Organogram Management & CV's

1. Submit the following documents as a minimum with your tender document:

1.1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.

1.2. Detailed CV's to show that they have well qualified personnel and have the necessary skills required to carry out the services identified in the Scope of Works document by providing the following:

- The roles and responsibilities for the *works* of each resource should be clearly stated.
- Detailed experience in this specific construction activity and positions held, such as recent assignments inclusive of total duration with start and end dates that has a bearing on the scope of work.
- The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.

2. The following site management resources are required to meet the minimum qualifications and experience indicated:

Description	Minimum Qualification	Minimum Experience
Senior Project Manager	SACPCMP - Registered as a Professional Construction/Project Manager	10 years within similar type multi discipline projects. Minimum 5 years specific to Port Bulk Material Handling Equipment (i.e Tiplers, Stacker Reclaimers, Shiploaders)
Construction Manager	SACPCMP - Registered as a Professional Construction Manager	5 years in similar type multi discipline projects
Health and Safety Officers	SACPCMP - Registered as a Health and Safety Officer	5 years in similar type multi discipline projects
Quality Manager	BTech Quality Management	5 years in similar type multi discipline projects

Description	Minimum Qualification	Minimum Experience
Mechanical Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor in mechanical related works.
Electrical, Control & Instrumentation Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor in Electrical, Control & Instrumentation related works.
Structural Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor in structural related works.
Commissioning Manager	A relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4	Minimum 5 years specific to Port Bulk Material Handling Equipment (i.e Tipplers, Stacker Reclaimers, Shiploaders)

3. The following table is to be populated by the tenderer identifying the resources for the key roles for the *works*. Attached submissions to this returnable.

Key Person Role	Name/s of Resource/s
Senior Project Manager	
Project Manager	
Structural Engineering Supervisor	
Mechanical Engineering Supervisor	
Electrical, Control & Instrumentation Engineering Supervisor	
Construction Manager	
Health & Safety Officers x 3 (To ensure support 24/7 within regulations)	
Quality Manager	
Schedule Manager/Planner	
Commissioning Manager	
Administration/Document Controller	

4. The scoring of the Project Organogram Management & CV's will be as follows:

Formulae: Total Points = $Score/100 \times 40$

4.1. For the Organogram

Formulae: Points = $Score/100 \times 2$

Weight 2% of Technical Evaluation Criteria	Organogram
score 0	No organogram submitted
score 20	Organogram submitted but doesn't show structure and composition of management structure or key staff/professionals.
score 40	Organogram submitted and it shows the structure and composition of the management structure however, it is not relevant to the scope of works.
score 60	Organogram submitted and it shows the structure and composition of the management structure, and it is relevant to the scope of works but the roles of all staff/professionals are not indicated.
score 80	Organogram submitted, it shows the structure and composition of the management structure and the roles of all staff/professionals assigned to the project, but all the names are not indicated.
score 100	Organogram submitted, it shows the structure and composition of the management structure, the roles of all staff/professionals assigned to the project and the name/s of the individuals assigned to each role.

4.2. For each of the resources the following evaluation criteria will apply:

- Senior Project Manager (weight 6%)
- Project Manager (weight 3%)
- Mechanical Engineering Supervisor (weight 4%)
- Electrical, Control & Instrumentation Engineering Supervisor (weight 4%)
- Structural Engineering Supervisor (weight 4%)
- Construction Manager (weight 4%)
- Health and Safety Officers (weight 2%)

- Quality Manager (weight 3%)
- Schedule Manager/Planner (weight 2%)
- Commissioning Manager (weight 5%)
- Administration/Document Controller (weight 1%)

The Weight of the combined CV's is 38% of the Technical Evaluation Criteria. Each resource will be evaluated as follows based on the respective CV:

4.2.1. Senior Project Manager (weight 6%)

Formulae: Points = $Score/100 \times 6$

Weight 6% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> • Not registered as a Professional Construction/Project Manager (SACPCMP), and/or • The Tenderer has submitted no experience information or • The resource has <10 years' experience with similar type multi discipline projects, and/or • The resource has <2 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 20	<ul style="list-style-type: none"> • Is registered as a Professional Construction/Project Manager (SACPCMP), and • Has ≥ 10 years' experience with similar type multi discipline projects, and • Has ≥ 2 but < 5 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 40	<ul style="list-style-type: none"> • Is registered as a Professional Construction/Project Manager (SACPCMP), and • Has ≥ 10 years' experience with similar type multi discipline projects, and • Has ≥ 5 but < 7 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 60	<ul style="list-style-type: none"> • Is registered as a Professional Construction/Project Manager (SACPCMP), and

Weight 6% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
	<ul style="list-style-type: none"> • Has ≥ 10 years' experience with similar type multi discipline projects, and • Has ≥ 7 but < 8 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 80	<ul style="list-style-type: none"> • Is registered as a Professional Construction/Project Manager (SACPCMP), and • Has ≥ 10 years' experience with similar type multi discipline projects, and • Has ≥ 8 but < 10 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 100	<ul style="list-style-type: none"> • Is registered as a Professional Construction/Project Manager (SACPCMP), and • Has ≥ 10 years' experience with similar type multi discipline projects, and • Has ≥ 10 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)

4.2.2. Project Manager (weight 3%)

Formulae: Points = $Score/100 \times 3$

Weight 3% of Technical Evaluation Criteria	Detailed experience from the submitted CV
score 0	The Tenderer has submitted no information or has < 5 years' relevant project management experience with similar type multi discipline projects.
score 20	Has ≥ 5 but < 6 years' relevant project management experience with similar type multi discipline projects.
score 40	Has ≥ 6 but < 7 years' relevant project management experience with similar type multi discipline projects.

Weight 3% of Technical Evaluation Criteria	Detailed experience from the submitted CV
score 60	Has >=7 but <8 years' relevant project management experience with similar type multi discipline projects.
score 80	Has >=8 but <10 years' relevant project management experience with similar type multi discipline projects.
score 100	Has >=10 years' relevant project management experience with similar type multi discipline projects.

4.2.3. Mechanical Engineering Supervisor (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> Does not have as a minimum a National Certificate: N3 in the specific discipline, and/or The Tenderer has submitted no information or has <5 years' relevant experience with similar type multi discipline projects, and/or The resource has <5 years' experience as a site supervisor in mechanical engineering related works
score 20	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has >=5 but <6 years' experience as a site supervisor in mechanical engineering related works
score 40	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has >=6 but <7 years' experience as a site supervisor in mechanical engineering related works
score 60	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has >=7 but <8 years' experience as a site supervisor in mechanical engineering related works

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 80	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 8 but < 10 years' experience as a site supervisor in engineering mechanical related works
score 100	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 10 years' experience as a site supervisor in mechanical engineering related works

4.2.4. Electrical, Control & Instrumentation Engineering Supervisor (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> Does not have as a minimum a National Certificate: N3 in the specific discipline, and/or The Tenderer has submitted no information or has < 5 years' relevant experience with similar type multi discipline projects, and/or The resource has < 5 years' experience as a site supervisor in electrical, control & instrumentation engineering works
score 20	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 5 but < 6 years' experience as a site supervisor in electrical, control & instrumentation engineering works
score 40	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 6 but < 7 years' experience as a site supervisor in electrical, control & instrumentation engineering related works
score 60	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
	<ul style="list-style-type: none"> Has ≥ 7 but < 8 years' experience as a site supervisor in electrical, control & instrumentation engineering related works
score 80	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 8 but < 10 years' experience as a site supervisor in electrical, control & instrumentation engineering related works
score 100	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 10 years' experience as a site supervisor in electrical, control & instrumentation engineering related works

4.2.5. Structural Engineering Supervisor (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> Does not have as a minimum a National Certificate: N3 in the specific discipline, and/or The Tenderer has submitted no information, and/or The resource has < 5 years' experience as a site supervisor in structural engineering related works
score 20	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 5 but < 6 years' experience as a site supervisor in structural engineering related works
score 40	<ul style="list-style-type: none"> Does have as a minimum a National Certificate: N3 in the specific discipline, and Has ≥ 6 but < 7 years' experience as a site supervisor in structural engineering related works

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 60	<ul style="list-style-type: none"> • Does have as a minimum a National Certificate: N3 in the specific discipline, and • Has ≥ 7 but < 8 years' experience as a site supervisor in structural engineering related works
score 80	<ul style="list-style-type: none"> • Does have as a minimum a National Certificate: N3 in the specific discipline, and • Has ≥ 8 but < 10 years' experience as a site supervisor in structural engineering related works
score 100	<ul style="list-style-type: none"> • Does have as a minimum a National Certificate: N3 in the specific discipline, and • Has ≥ 10 years' experience as a site supervisor in structural engineering related works

4.2.6. Construction Manager (weight 4%)

Formulae: Points = $Score/100 \times 4$

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> • Not registered as a Professional Construction Manager (SACPCMP), and/or • The Tenderer has submitted no information, and/or • The resource has < 5 years' experience with similar type multi discipline projects
score 20	<ul style="list-style-type: none"> • Is registered as a Professional Construction Manager (SACPCMP), and • Has ≥ 5 but < 6 years' experience with similar type multi discipline projects
score 40	<ul style="list-style-type: none"> • Is registered as a Professional Construction Manager (SACPCMP), and

Weight 4% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
	<ul style="list-style-type: none"> Has ≥ 6 but < 7 years' experience with similar type multi discipline projects
score 60	<ul style="list-style-type: none"> Is registered as a Professional Construction Manager (SACPCMP), and Has ≥ 7 but < 8 years' experience with similar type multi discipline projects
score 80	<ul style="list-style-type: none"> Is registered as a Professional Construction Manager (SACPCMP), and Has ≥ 8 but < 10 years' experience with similar type multi discipline projects
score 100	<ul style="list-style-type: none"> Is registered as a Professional Construction Manager (SACPCMP), and Has ≥ 10 years' experience with similar type multi discipline projects

4.2.7. Health and Safety Officers (weight 2%)

Formulae: Points = $Score/100 \times 2$

Weight 2% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> All three resources are not registered as Health and Safety Officers (SACPCMP), and/or The Tenderer has submitted no information, and/or One or more of the three resources have < 5 years' experience with similar type multi discipline projects
score 20	<ul style="list-style-type: none"> All three resources are registered as a Health and Safety Officers (SACPCMP), and All three resources have ≥ 5 years' experience, but if at least one has ≥ 5 but < 6 years' experience with similar type multi discipline projects

Weight 2% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 40	<ul style="list-style-type: none"> All three resources are registered as a Health and Safety Officers (SACPCMP), and All three resources have ≥ 6 years' experience, but if at least one has ≥ 6 but < 7 years' experience with similar type multi discipline projects
score 60	<ul style="list-style-type: none"> All three resources are registered as a Health and Safety Officers (SACPCMP), and All three resources have ≥ 7 years' experience, but if at least one has ≥ 7 but < 8 years' experience with similar type multi discipline projects
score 80	<ul style="list-style-type: none"> All three resources are registered as a Health and Safety Officers (SACPCMP), and All three resources have ≥ 8 years' experience, but if at least one has ≥ 8 but < 10 years' experience with similar type multi discipline projects
score 100	<ul style="list-style-type: none"> All three resources are registered as a Health and Safety Officers (SACPCMP), and All three resources have ≥ 10 years' experience with similar type multi discipline projects

4.2.8. Quality Manager (weight 3%)

Formulae: Points = $Score/100 \times 3$

Weight 3% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> Does not have as a minimum a BTech Quality Management, and/or The Tenderer has submitted no information, and/or The resource has < 5 years' experience with similar type multi discipline projects
score 20	<ul style="list-style-type: none"> Does have as a minimum a BTech Quality Management, and

Weight 3% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
	<ul style="list-style-type: none"> Has ≥ 5 but < 6 years' experience with similar type multi discipline projects
score 40	<ul style="list-style-type: none"> Does have as a minimum a BTech Quality Management, and Has ≥ 6 but < 7 years' experience with similar type multi discipline projects
score 60	<ul style="list-style-type: none"> Does have as a minimum a BTech Quality Management, and Has ≥ 7 but < 8 years' experience with similar type multi discipline projects
score 80	<ul style="list-style-type: none"> Does have as a minimum a BTech Quality Management, and Has ≥ 8 but < 10 years' experience with similar type multi discipline projects
score 100	<ul style="list-style-type: none"> Does have as a minimum a BTech Quality Management, and Has ≥ 10 years' experience with similar type multi discipline projects

4.2.9. Schedule Manager/Planner (weight 2%)

Formulae: Points = $Score/100 \times 2$

Weight 2% of Technical Evaluation Criteria	Detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> The Tenderer has submitted no information, and/or The resource has < 2 years' relevant experience
score 20	<ul style="list-style-type: none"> Has ≥ 2 but < 4 years' relevant experience
score 40	<ul style="list-style-type: none"> Has ≥ 4 but < 6 years' relevant experience
score 60	<ul style="list-style-type: none"> Has ≥ 6 but < 8 years' relevant experience
score 80	<ul style="list-style-type: none"> Has ≥ 8 but < 10 years' relevant experience
score 100	<ul style="list-style-type: none"> Has ≥ 10 years' relevant experience

4.2.10. Commissioning Manager (weight 5%)

Formulae: Points = $Score/100 \times 5$

Weight 5% of Technical Evaluation Criteria	Qualifications and detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> • Does not have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and/or • The Tenderer has submitted no information or has <5 years' relevant experience with similar type multi discipline projects, and/or • The resource has <5 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 20	<ul style="list-style-type: none"> • Does have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and • Has ≥ 5 but <6 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 40	<ul style="list-style-type: none"> • Does have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and • Has ≥ 6 but <8 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 60	<ul style="list-style-type: none"> • Does have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and • Has ≥ 8 but <10 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 80	<ul style="list-style-type: none"> • Does have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and • Has ≥ 10 but <15 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)
score 100	<ul style="list-style-type: none"> • Does have a relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4, and • Has ≥ 15 years' experience specific to Port Bulk Material Handling Equipment (i.e. Tipplers, Stacker Reclaimers, Shiploaders)

4.2.11. Administration/Document Controller (weight 1%)

Formulae: Points = $Score/100 \times 1$

Weight 1% of Technical Evaluation Criteria	Detailed experience from the submitted CV
score 0	<ul style="list-style-type: none"> • The Tenderer has submitted no information, and/or • The resource has ≤ 2 years' relevant experience
score 20	<ul style="list-style-type: none"> • Has ≥ 2 but < 5 years' relevant experience
score 40	<ul style="list-style-type: none"> • Has ≥ 5 but < 7 years' relevant experience
score 60	<ul style="list-style-type: none"> • Has ≥ 7 but < 8 years' relevant experience
score 80	<ul style="list-style-type: none"> • Has ≥ 8 but < 10 years' relevant experience
score 100	<ul style="list-style-type: none"> • Has ≥ 10 years' relevant experience

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

T2.2-4: Technical Evaluation Schedule: Programme

Notes to tenderers:

The Tenderer details the programme for evaluation and attaches a hard copy to this returnable schedule. In addition, the Tenderer is to provide a Microsoft Project 2016 electronic copy of the programme.

For Evaluation Purposes, the Programme is to be submitted in the following manner:

- Only Microsoft Project 2016 format will be accepted.
- A PDF copy of the Programme is to be attached to this returnable schedule.
- A soft copy of the proposed programme in Microsoft Project 2016 is to be submitted on or before the tender closing date via a OneDrive link which will be made available to all Tenderers who submitted a tender.
- Failure to submit a soft copy of the proposed programme in Microsoft project 2016 compatible format will result in the Tenderer's programme not being evaluated and the tenderer will score zero (0) out of twenty (20) for programme.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 2/3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

The scoring of the Programme will be as follows:

Formula: score/100x20

	Score
Weight 20% of Technical	Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of all activities that will take place to provide the works in the shortest possible duration and at a minimum a Level 2 Programme is

Evaluation Criteria	developed in MSProjects and a hard copy and soft copy supplied with the Tender submission.
score 0	<p>The tenderer submitted no information</p> <p>or</p> <p>A hardcopy and softcopy MSProject programme files were not submitted</p> <p>or</p> <p>The programme is not acceptable as it will not satisfy project requirements or timelines/milestone dates as per the scope of work. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme.</p>
score 20	<p>The programme does not meet the project timelines/milestone dates as per the scope of work, i.e. it exceeds the timelines/dates</p> <p>and</p> <p>A hardcopy and softcopy MSProject programme files were submitted</p> <p>but</p> <p>The programme includes some but not all the activities listed in the activity schedule and/or the programme is not in a logical sequence with the order and timing of the works that will take place in order to provide the works clearly indicated.</p>
score 40	<p>The programme meets the project timelines/milestone dates as per the scope of work</p> <p>and</p> <p>A hardcopy and softcopy MSProject programme files were submitted</p> <p>but</p> <p>The programme includes some but not all the activities listed in the activity schedule and/or the programme is not in a logical sequence with the order and timing of the works that will take place in order to provide the works clearly indicated.</p>
score 60	<p>The programme meets the project timelines/milestone dates as per the scope of work</p> <p>and</p> <p>A hardcopy and softcopy MSProject programme files were submitted</p>

	<p>and</p> <ul style="list-style-type: none"> • The programme is complete and decomposed to level 1, as demonstrated through the project WBS (level 0) which fully encompasses project scope as detailed but not limited to the Works Information. • The programme 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 contains minor errors and omissions in logic (i.e. horizontal and vertical traceability) • The programme contains minor errors or omissions in its demonstration of the sequence, methodology, resource allocations, and underlying approach to provision of the Works, in comparison with the requirements of the Works Information and Engineering Specification, as such adequately deals with some but not all the critical characteristics of overall project execution.
<p>score 80</p>	<p>The programme meets the project timelines/milestone dates as per the scope of work</p> <p>and</p> <p>A hardcopy and softcopy MSProject programme files were submitted</p> <p>and</p> <ul style="list-style-type: none"> • The programme is complete and decomposed to level 1, as demonstrated through the project WBS (level 0) which fully encompasses project scope as detailed but not limited to the Works Information and the Contractor’s scope of works as per Annexures 1 & 2;. • The programme addresses the project objectives; • The programme is transparent in the demonstration of its basis; • The programme is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; • The programme contains logic that is horizontally and vertically traceable;
<p>score 100</p>	<p>The programme meets the project timelines/milestone dates as per the scope of work</p> <p>and</p> <p>A hardcopy and softcopy MSProject programme files were submitted</p>



	<p>and</p> <ul style="list-style-type: none"> • The programme is complete and decomposed to level 2, as demonstrated through the project WBS (level 0) which fully encompasses project scope as detailed but not limited to the Works Information and the Contractor’s scope of works as per Annexures 1 & 2; • The programme addresses the project objectives; • The programme is transparent in the demonstration of its basis; • The programme is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates; • The programme contains logic that is horizontally and vertically traceable;
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Attachment A: Hard Copy (printed) of Programme

Submitted on OneDrive: Electronic Copy of Programme

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-5: Technical Evaluation Schedule: Previous Experience by Tenderer

Note to tenderers:

Tenderers are required to demonstrate experience and performance in comparable projects of similar size and nature by supplying the following information:

- a) A list of past and current comparable professional services contracts executed with supporting information that clearly demonstrates ability, knowledge, experience, scope of, and the successful completion of refurbishment projects of similar works specific to Bulk Material Handling Stacker/Reclaimer Equipment/Infrastructure, with the Professional Services Contracts' values being at least R5m per contract over the last 10 years.
- b) The supporting information must consist of evidence such as Reference Letters and/or Completion Certificates that shows when the experience was gained, high level scope and contract value.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Weight 15% of Technical Evaluation Criteria Score	Previous Experience by Tenderer
score 0	The tenderer has no substantive experience of the scope of work relevant to refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers within the last 10 years.
score 20	The tenderer has substantive experience of the scope of work relevant to at least one (1) refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with the Professional Services Contracts values being at least R2.5m per project within the last 10 years.
score 40	The tenderer has substantive experience of the scope of work relevant to at least one (1) refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with the Professional Services Contracts values being at least R5m per project within the last 10 years.
score 60	The tenderer has substantive experience of the scope of work relevant to at least two (2) refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with the Professional Services Contracts values being at least R5m per project within the last 10 years.
score 80	The tenderer has substantive experience of the scope of work relevant to at least three (3) refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with the Professional Services Contracts values being at least R5m per project within the last 10 years.
score 100	The tenderer has substantive experience of the scope of work relevant to at least four (4) refurbishment projects of similar works specific to bulk material handling Stackers/Reclaimers with the Professional Services Contracts values being at least R5m per project within the last 10 years.



T2.2-6: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2-7: 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

I, _____, chairperson of the board of directors of _____, 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

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

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

T2.2-8: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



T2.2-9 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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.....
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Signed	Date
Name	Position
Tenderer



T2.2-10: 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.

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2023/07/0086/35443/RFP
 DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

T2.2-11: Proposed Sub Consultants:

Tenderer to note that any deviations from this list of proposed sub-consultants will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.

Provide information of the Sub-consultants below:

	Name of proposed Sub-consultants	Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.
1.						
2.						
3.						
4.						
5.						
6.						
7.						



TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2023/07/0086/35443/RFP
DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).

Signed

Date

Name

Position

Tenderer



T2.2-12: RFP Clarification Request Form

RFP No: TPT/2023/07/0086/35443/RFP

RFP deadline for questions / RFP Clarifications: **Before 12h00 on 6 May 2024.** Any further requests/clarifications to be strictly directed to The Secretariat, Divisional Acquisition Council [DAC] Phumza Lehlohla on Phumza.Lehlohla@transnet.net

ATTENTION: Nomvuselelo Mabuyakhulu
 EMAIL nomvuselelo.mabuyakhulu@transnet.net
 DATE: _____
 FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK

TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)

OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY



T2.2-13: TENDER 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.

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

IMPORTANT NOTICE TO RESPONDENTS

- 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 Respondent 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 Respondent 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 Respondents 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 bidder on its List of Excluded Bidders.



T2.2-14: 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 TENDERER

T2.2-15: 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

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

T2.2-16 NON-DISCLOSURE AGREEMENT

[May 2022]

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 Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

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	_____		

T2.2-17: 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 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	_____		

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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 20 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; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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-BBEE 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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2 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 .]

EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 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.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

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 interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

² 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.

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 consortium³ 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 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.

³ 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.

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

T2.2-18 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that 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")

TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2023/07/0086/35443/RFP
 DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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 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:

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFQ") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has 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 PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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

T2.2-19: 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 (insert name of Company)
Resolution from Board of Directors)

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

T2.2-20: SBD1 Form

SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2023/07/0086/35443/RFP	CLOSING DATE:	10 MAY 2024	CLOSING TIME:	10:00
DESCRIPTION	ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY				

BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Submit bid documents by uploading them into the system against the tender selected.

PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:
--	--

CONTACT PERSON	Nomvuselelo Mabuyakhulu	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	072 735 1899	TELEPHONE NUMBER	031 308 8144
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nomvuselelo.Mabuyakhulu@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:



B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	--	--

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
NO YES

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

T2.2-21: SBD 9

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium¹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

¹ 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.

- a. prices;
 - b. geographical area where product or service 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 bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2-22: Insurance provided by the *Consultant*

Clause 81.1 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)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for 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>	The amount stated in the Contract Data for any one event		
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	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
Third party liability insurance for loss, destruction or damage to property, and equipment.			

Signed

Date

Name

Position

Tenderer

T2.2-23: 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



T2.2-24: 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:

.....

.....

.....

.....

.....

.....

.....

.....

T2.2-25 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.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

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 issued 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
	Education al Institution	Specialise d 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	
	Education al Institution	Specialise d 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	

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2023/07/0086/35443/RFP
DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK
TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

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									
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:													

- 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	
EMPOWERING SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
<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>	
FIRST TIME SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
<p>A supplier that we haven’t as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	
SUPPLIER DEVELOPMENT PLAN	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.).</p>	
DEVELOPMENT PLAN DOCUMENT	YES <input type="radio"/> NO <input type="radio"/>
<p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>*If Yes- Attach supporting documents</p>
ENTERPRISE DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>

TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2023/07/0086/35443/RFP
 DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK
 TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
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”	<p>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 –</p> <p>(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-</p> <p>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;”</p>

Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (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;”
--	--

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 % = _____%

TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2023/07/0086/35443/RFP
 DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK
 TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)
 OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

- 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)	

- 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.
- 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”	<p>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 –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisationi-</p> <p>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;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(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 % = _____%

TRANSNET PORT TERMINALS
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- 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.		

C1.1 FORM OF OFFER & ACCEPTANCE

Offer

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

Engineering and Construction Management Services for Saldanha Bulk Terminal Refit Project Phase 4 – Stacker Reclaimer 3 for Transnet SOC Ltd (REG.NO.1990/000900/30) operating as Transnet Port Terminals, (hereinafter referred to as “TPT”), as a once off supply.

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 NEC3 PSC *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 *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
Tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

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 *Consultant* 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 Services

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 and *conditions of contract* 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 of award of contract. Unless the tenderer (now the *NEC3 PSC 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)



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2023/07/0086/35443/RFP

DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

Name(s)

Capacity

**for the
Employer:**

Transnet SOC Ltd operating as Transnet Port Terminals
2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban, 4001

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		

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



TRANSNET PORT TERMINALS

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On behalf
of

Transnet SOC Ltd operating as Transnet
Port Terminals

2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban, 4001

Name &
signature
of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X13: Performance Bond
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	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 Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban, 4001



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11.2(9)	The <i>services</i> are	Engineering and Construction Management Services for Saldanha Bulk Terminal Refit Project Phase 4 – Stacker Reclaimer 3 for Transnet SOC Ltd (reg.no.1990/000900/30) operating as Transnet Port Terminals, (hereinafter referred to as “TPT”), as a once off supply	
11.2(10)	The following matters will be included in the Risk Register	None	
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 (two) weeks	
13.6	The <i>period for retention</i> is	5 (five) 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	access to	access date
		1 Site	TBC
		2	
		3	
3	Time		
31.2	The <i>starting date</i> is	TBC	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	TBC	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 TBC	TBC
		2	
		3	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	



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41.1 The *defects date* is **52 weeks after Completion of the whole of the services.**

5 Payment

50.1 The *assessment interval* is on the **18th day of each successive month.**

50.3 The *expenses* stated by the *Employer* are

Item	Amount
Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.

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 Standard 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 *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination



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failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten 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 R50 000.00 (Fifty 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.	0 Weeks
Motor Vehicle Liability Insurance	Comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	



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DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK

TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30)

OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS “TPT”), AS A ONCE OFF SUPPLY

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 <i>services</i></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><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third-Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third-Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third-Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></p>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	1 week
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban



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The person or organisation who will choose an arbitrator

- 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	
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	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 <i>Services</i> 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:	Francois Horton
	Address	Transnet Port Terminals Technical Building Bulk Terminal Saldanha 7395
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
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:	Nil
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 (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i>.
Z	Additional conditions of contract	

The *additional conditions of contract* are

Z1 Obligations in respect of Joint Venture Agreements

Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* shall provide the *Employer* 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 *starting date*.

The Joint Venture agreement shall contain but not be limited to the following:

- 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;

- Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to Provide the *services*;
 - 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 *Consultant’s* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.

- Financial requirements for the Joint Venture:
 - 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	Insert additional core clause 21.6 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> .
Z2	Additional obligations in respect of Termination
Z2.1	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 Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"> • commenced business rescue proceedings • repudiated this Contract
Z2.2	<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.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations: <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.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action



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Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		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.
Z 4.1.2		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.
Z4.1.3		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 inducements and rewards shall not constitute grounds for termination.
Z4.1.4		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).
Z4.2	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.
Z4.3	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.
Z5	Protection of Personal Information Act	

Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p><i>Clause 33.2. is added as an additional clause.</i></p> <p>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.</p>
Z7	Compensation Events
Z7.1	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> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>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>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	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.



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Z11 *Employer’s Step in rights*

- Z11.1 If the *Consultant* 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 *Employer’s Agent*, the *Employer*, 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 *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.
- Z11.2 The *Consultant* co-operates with the *Employer* 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 *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers’ Agent* to achieve this end.

Z12 Defects Correction Bond (Retention Bond)

- Z12.1 The Consultant gives the Employer a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 10% of the Contract value and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the Employer prior to the final delivery, commissioning, testing and handover of the works..

Z13 Anti-corruption, TPT Indemnity

Z13.1 Anti – Corruption

In the event that the Contractor is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Contractor does business, or if Transnet learns that:

- a. Improper payments are being or have been made or offered to Transnet officials or any other person by Contractor or those acting on behalf of the Contractor with respect to the Services; or
- b. Contractor or those acting on behalf of Contractor has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with Contractor or any and all Awards made Contractor for breach of this clause.

Further in the event of such termination, Contractor shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Contractor prior to such termination; and further.

Contractor shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.

Z13.2 Indemnity

- 1) Contractor irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by Contractor or any of its employees, security officers, servants, agents , assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the Contractor of the Security Service. Such absolute obligation of Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:



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- a) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other
 - b) liability in respect of lost property belonging to third parties;
 - c) liability arising out of any unlawful act committed by or Contractor or its employees, security officers, servants, agents, contractors and sub-contractors during the process of rendering a Security Service; or at any other time when a claim has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;
 - d) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Contractor, its agents, contractors, sub-contractors in terms of this Agreement.
- 2) Contractor shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.
- 3) Contractor agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to Contractor provision of services, its acts, or omissions or those of its agents, employees, sub-contractors, representative/s or other for whom TPT may be / may not be deemed responsible for in terms of the agreement.



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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) 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 151 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 <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate



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25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Saldanha Bulk Terminals
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is		(in figures)
			(in words), excluding VAT



C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Professional Services 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 Guarantee is provided here for convenience but is to be treated as part of the *Scope of Services*.

The organisation providing the 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.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

Pro-forma Performance Bond (for use with Option X13)

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

Transnet SOC Ltd
 C/o Transnet Port Terminals
 Transnet Corporate Centre
 Waterfall Business Estate
 9 Country Estate Drive
 Midrand

Date:

Dear Sir/ Madam

Performance Bond for Contract No. TPT/2023/07/0086/35443/RFP

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

Transnet SOC Limited, 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 bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Consultant* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Consultant*, subject to the following conditions:

1. The terms *Employer*, *Consultant*, *Employer's Agent*, *services* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. 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 *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond 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 all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.

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5. Always provided that this bond 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 bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Employer's Agent* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____

8. This Performance Bond 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

Signed at _____ on this _____ day of _____ 201_

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

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Activity Schedule Staff Rates and Expenses	3

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006) Option A states:

Identified 11 (14) The Activity Schedule is the *activity schedule* unless later changed in
and defined 11.2 accordance with this contract.
terms

(15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.

(18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.3 Measurement and Payment

1.3.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.

1.3.3 The activity schedule work breakdown structure provided by the Consultant is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.3.4 The Consultant's detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, oncosts, risks, liabilities, obligations, etc. relative to the contract. The price must be fixed and firm and for the turnkey solution.

C2.2 Activity Schedule – Phase 2 Execution

No	ITEM	Pricing
	For 2024 Shut Scope of Services	
1	Site Establishment alongside Principal Contractor	
2	Engineering, and Construction Management Services alongside Principal Contractor during 2023 shut period	
3	Closeout (Data packs, As built drawings, COC's, Maintenance guidelines & Training Manuals, H&S plan, Quality plan, Commissioning report)	
4	Site de-establishment	
5	Retention Release inspection	
	For 2025 Shut Scope of Services	
1	Site Establishment alongside Principal Contractor	
2	Engineering, and Construction Management Services alongside Principal Contractor during 2023 shut period	
3	Closeout (Data packs, As built drawings, COC's, Maintenance guidelines & Training Manuals, H&S plan, Quality plan, Commissioning report)	
4	Site de-establishment	
5	Retention Release inspection	
	Total Price to be carried over to the Form of Offer & Acceptance C1.1 (Excl. VAT)	

Notes:

1. In the event of Compensation Events occurring the basis of any dayworks rates and expenses for the works to be undertaken, will be based on the following schedules of rates to be priced and submitted with the main tender. These rates to be used where activity related items are not applicable.

STAFF RATES IN THE EVENT OF COMPENSATION EVENTS

Category		Basis of <i>staff rate</i> , excluding VAT	Applicable parameter
1	Senior Project Manager	Rate per hour in Rand	R \ hour
2	Project Manager	Rate per hour in Rand	R \ hour
3	Structural Engineering Supervisor	Rate per hour in Rand	R \ hour
4	Mechanical Engineering Supervisor	Rate per hour in Rand	R \ hour
5	Electrical, Control & Instrumentation Engineering Supervisor	Rate per hour in Rand	R \ hour
6	Construction Manager	Rate per hour in Rand	R \ hour
7	Health & Safety Officers x 3 (To ensure support 24/7 within regulations)	Rate per hour in Rand	R \ hour
8	Quality Manager	Rate per hour in Rand	R \ hour
9	Schedule Manager/Planner	Rate per hour in Rand	R \ hour
10	Commissioning Manager	Rate per hour in Rand	R \ hour
11	Administration/Document Controller	Rate per hour in Rand	R \ hour

EXPENSES IN THE EVENT OF COMPENSATION EVENTS

Expenses shall be as follows:

- 1) Travel expenses for short trips 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. Travel will be reimbursed at the rate included in this contract.
- 2) All air travel and accommodation for short trips (2 weeks or less) needs to be pre-approved by the Employer’s Agent in writing if it is not specifically included in an approved task order. The Employer will cover the costs of pre-approved air travel and accommodation at cost as well as the hourly rate for the clerical staff administering the procurement of these services and their reimbursement from this contract.
- 3) All air travel shall be in accordance with the Transnet Travel Policy and be billed as a disbursement.

4) All persons defined in the table under Staff Rates above are classified as non-executive and shall travel economy class for domestic flights.

5) Accommodation for short trips (2 weeks or less) means a

- a) bed and breakfast;
- b) guesthouse;
- 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.

6) The cost of breakfast will be deemed to be included in the accommodation cost for short trips and must be procured by the Consultant accordingly.

7) 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.



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PART C3: SCOPE OF WORK

SCOPE OF WORK FOR THE PROFESSIONAL SERVICES

Project Name : Engineering & Construction Management Services for Saldanha Bulk Terminal Equipment Refit

Phase 4 - Stacker Reclaimer 3

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1. PROJECT BACKGROUND

1.2 EXECUTIVE OVERVIEW

The works that the Service Provider is to perform involves the project and construction management of the activities involved in conducting a major refurbishment of Stacker Reclaimer 3/Tripper Car 3, at the Bulk Terminal of Saldanha.

The contractual period for the ECM scope of works is aligned to the execution schedule for the 2024 Shut and 2025 Shut. The execution schedule is as per section 2.3 for the shut periods, plus one (1) year to close out with the retention release payment.

The refurbishment project is required to ensure the optimal operational use and availability of the BMH equipment at the BTS. The main refurbishment works of Stacker Reclaimer 3 is scheduled to commence during September/October 2024 to coincide with the annual iron ore link shut.

The goal of this refurbishment project is to ensure that the BMH equipment operates safely and reliably, for the remainder of its operational life. This refurbishment project is not an equipment upgrade and no increase in volume throughput or extension of design life will be realized.

1.3 EMPLOYER'S OBJECTIVE

The Employer's objectives are as follows. The BTS's strategic intent is to sustain itself as the premier bulk export terminal for iron ore in South Africa. To achieve this intent, the terminal has identified the need to operate, maintain and sustain its bulk material handling (BMH) facilities and equipment in a safe, efficient, and cost-effective manner.

The BTS has developed a Sustaining Programme which gives effect to its strategic intent and which outlines the following three strategic objectives and their deliverables:

- | | |
|---|--|
| <p>1. To refurbish and/or replace the BMH equipment in order to sustain the terminal throughput at approximately sixty (60) mtpa, until expansion is required.</p> | <ul style="list-style-type: none"> • Plan and execute a series of midlife refurbishment projects over four financial years. |
| <p>2. To structure the refurbishment such that volume losses are minimised via appropriate and sustainable mitigations to maintain iron ore export capacity at approximately sixty (60) mtpa.</p> | <ul style="list-style-type: none"> • Use alternative export location/s and/or flexible operating processes to sustain ~60mtpa capacity. |
| <p>3. To ensure that the design end-of-life date of the BMH equipment is reached with minimal downtime and without serious operational and safety incidents.</p> | <ul style="list-style-type: none"> • Develop and implement an innovative and best practice maintenance system. |

1.4 INTERPRETATION AND TERMINOLOGY

Table 1 - The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BTS	Bulk Terminal Saldanha
BMH	Bulk Material Handling (Specialist)
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
E, C & I	Electrical, Controls & Instrumentation
ECM	Engineering and Construction Management
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
OHSAS	Occupational Health and Safety Act of South Africa
QA/QC	Quality Assurance/Quality Control
QCP	Quality Control Plan
SANS	South African National Standards

Abbreviation	Meaning given to the abbreviation
SHE	Safety, Health and Environment
SHERQ	Safety, Health, Environmental, Risk and Quality
SL	Shiploader
SLDT	Saldanha Terminal
SR	Stacker Reclaimer
TPT	Transnet Port Terminals
TP	Tippler
NCR	Non-Conformance Report

1.5 SITE LOCATION & GENERAL LAYOUT

The Port of Saldanha is located some 120km to the north of Cape Town in the Western Cape of South Africa. The Port operates 24/7, 355 days of the year (an annual 10-day shutdown is used to conduct heavy maintenance)

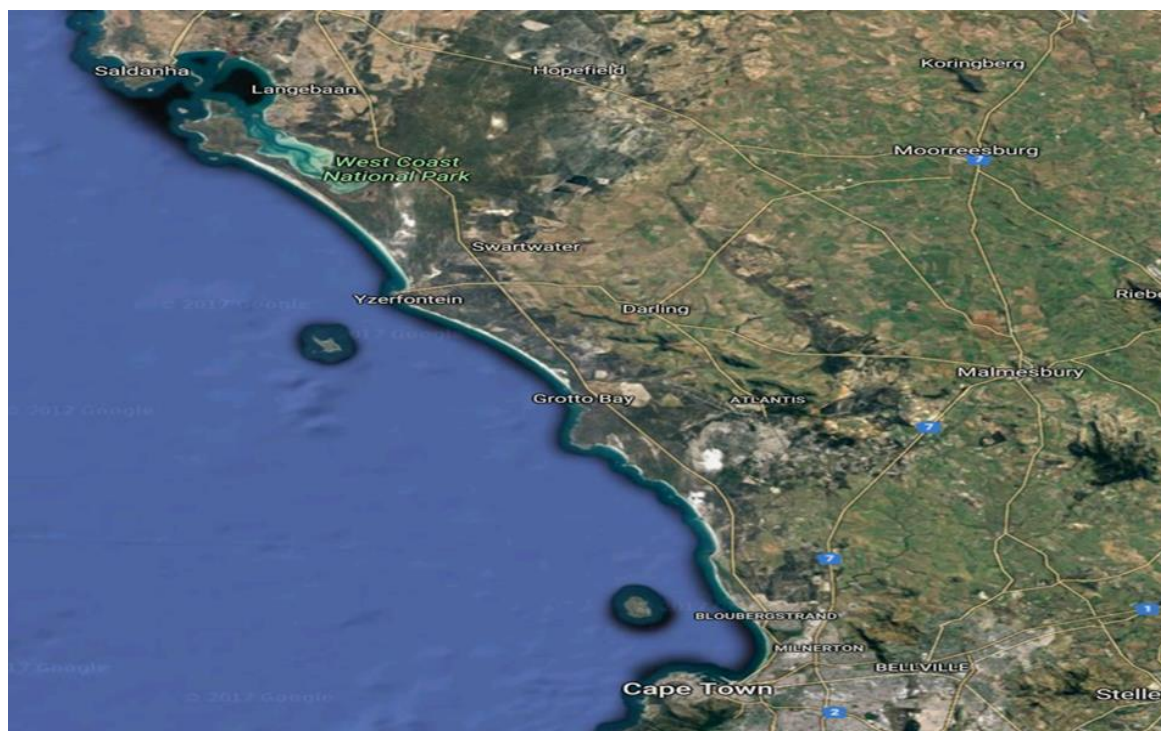


Figure 1 - Site Location



TRANSNET PORT TERMINALS
 TENDER NUMBER: TPT/2023/07/0086/35443/RFP
 DESCRIPTION OF THE WORKS: ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR SALDANHA BULK TERMINAL REFIT PROJECT PHASE 4 – STACKER RECLAIMER 3 FOR TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY



Figure 2 - General Layout

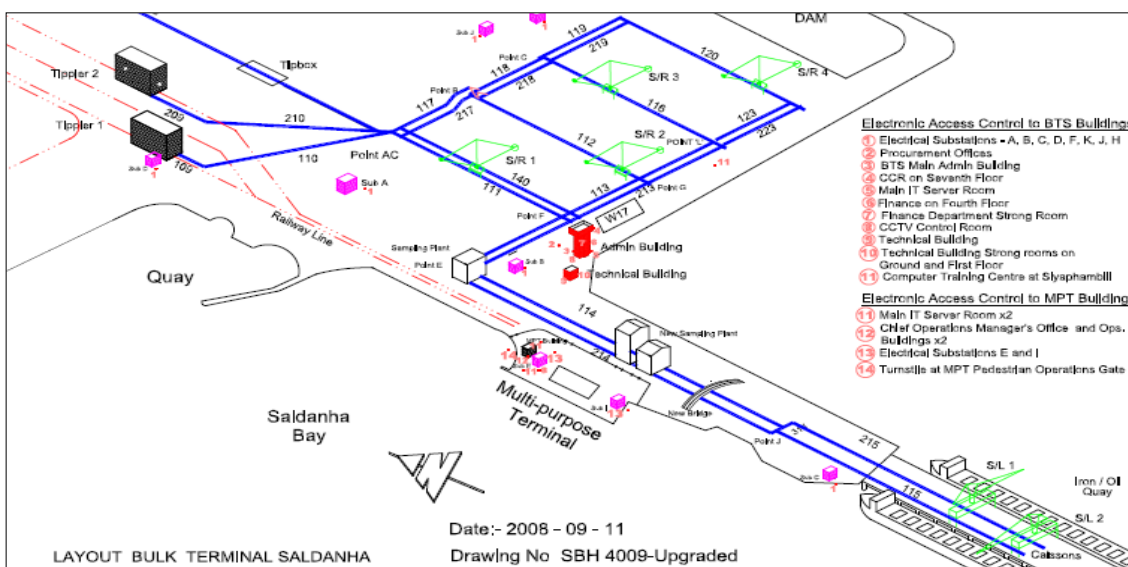


Figure 3 - Schematic layout of the Saldanha Bulk Terminal

1.6 PROJECT BACKGROUND INFORMATION

During the scope finalization of this refurbishment the following were taken into consideration:

- Installation of technological improvements,
- Carry out structural repairs,
- Implement large scale corrosion protection,
- Renew the integrity of electrical components of the asset,
- Refurbish components or systems that are normally only exposed to maintenance services, e.g., gearboxes, to ensure life expectancy and maintain reliability,
- Upgrade components that have become obsolete and

- Replace components where interchangeability with replacement parts is not possible without equipment outage.

The scope of the refurbishment in relation to Stacker Reclaimer 3 & Tripper Car 3 was categorized into three engineering disciplines, namely: mechanical, structural and, electrical control and instrumentation as follows:

- Mechanical - includes components or systems such as the open gear systems, gearboxes, hydraulic systems, and rotating and moving parts (e.g., trunnions, car-clamps).
- Structural - includes wear liners, supporting structures (if required) and areas of possible structural damage (cracking, deformation, wear). Additionally, includes inspections (e.g., non-destructive testing for fatigue fracturing) of areas where access to certain structures that is not normally possible while equipment is in service.
- Electrical, control and instrumentation (E, C & I) - includes panels and drives that is approaching the end of their useful life, or has become obsolete or, where newer technologies can be incorporated.

The Principal Contractor's scope of works for the refurbishment of Stacker Reclaimer 3/Tripper Car 3 can be found in **Annexure 1 (Scope of Works)**.



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1.7 SITE LAYDOWN AREAS

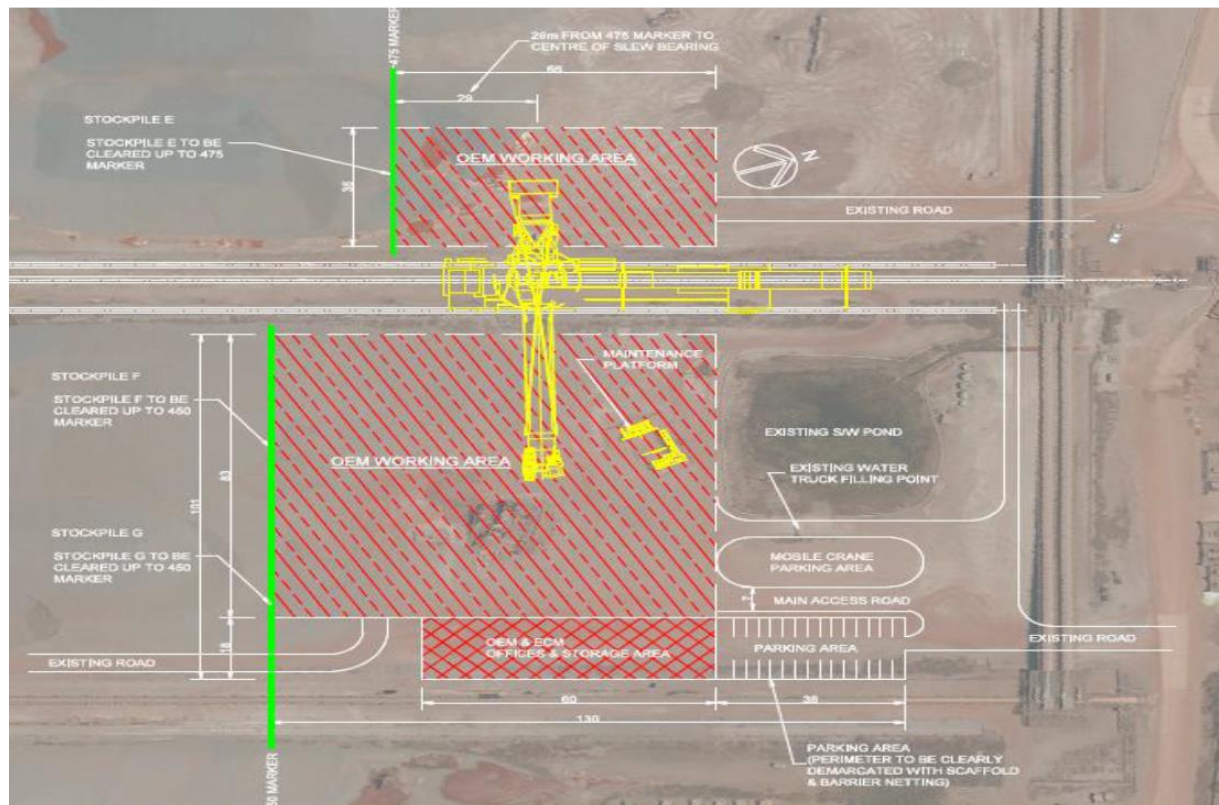


Figure 4 - Site Laydown Area

See Annexure 1, section 3.1.3

2. ECM SCOPE OF WORKS

The scope of services will include for the ECM Services to manage the Principal Contractor. The Scope of Services are listed below:

2.1 SCOPE OF SERVICES

- Project Management
- Construction Management
- Quality Management
- Safety and Environmental Management
- Schedule Management (Planning)
- Engineering Supervision (E, C & I, Mechanical and Structural)
- Administrative support/Document control

- Commissioning Management

2.2 GENERAL OBLIGATIONS TO BE PERFORMED BY THE SERVICE PROVIDER

- The Contractor to provide a BCP (Business Continuity Plan) to ensure ongoing provision of the services in terms of this Scope of Works.
- The Service Provider is required to provide Engineering, and Construction Management services to TPT for the delivery of the works referred to above.
- The Service Provider's team will participate in weekly Project Progress meetings and other stakeholder engagement meetings (as and when necessary) with TPT management to review project progress. The Service Provider will issue project reports in terms of progress status, memoranda for clarification of key technical issues, etc. as and when it may be necessary.
- The Service Provider will provide Project Management and Construction Management, and co-ordination of all site work services including safety and environmental supervision as well as Quality Management.
- The Service Provider will manage all communication and approval interfaces and processes required between the Principal Contractor and TPT's Operations, Maintenance, Security and SHEQ departments at the terminal.
- The Service Provider will manage the refurbishment of the bulk material handling equipment where the refurbishment works will be carried out by the Principal Contractor 24/7. The Principal Contractor will be working 24/7 during the execution periods and will have a site establishment and de-establishment period for each of the two shut periods.
 - During the Principal Contractor's execution periods: The requirement is that the ECM resources for a Safety Officer for 24/7 operations (3 safety officers, to allow for 8hrs per shift so that there is always one safety officer on duty). All the other ECM resources listed in this Scope of Services to work 10 hours per day (7am-5pm) including rest breaks, 7 days per week, including weekends and public holidays.
 - During the Principal Contractor's site establishment and de-establishment periods: All the ECM resources listed in this Scope of Services to work 10 hours per day (7am-5pm) including rest breaks, 7 days per week, including weekends and public holidays. Only one Safety Officer to be on duty during these periods.
- The Principal Contractor will be producing data packs (documentation) for all work executed. The ECM resources are to review and accept / approve all documents produced by the Principal Contractor for handover to the Employer. Some documents may only be delivered by the Principal Contractor up to one month after the site de-establishment periods. The ECM to cater for the hours and costs for this in their pricing.

- All Disbursements – travel, accommodation, e-mails, communication, meeting attendance, drawings, documentation, reports etc. are to be included within the Pricing.
- Proof of valid SACPCMP registration for all the Safety Officers will be required when arriving on site before the start of any activities on site.

Resourcing/Price requirements:

Site establishment and de-establishment periods: All resources, 10hr day. Site establishment and de-establishment for the 2024 shut and 2025 shut.

Execution periods: To cater for the 2024 shut and 2025 shut. All resources, 10hr day except Safety Officers. Safety Officers to work, one at a time, each 8hrs to make up 24hrs per day, 7 days per week.

Closeouts: Within one month after each of the site de-establishment periods the Service Provider is required to review, approve and handover all data packs by the Principal Contractor to Transnet’s Project Manager. Allow for 1 x Safety Officer, Senior Project Manager, Project Manager, Document Controller and Quality Manager.

Retention Release: Allow for 2 days, 8hr day at the end of the retention period for the 2024 Shut and for the 2025 Shut, thus 12 months after each of the Shut period. Allow for Senior Project Manager, Quality and Engineering Supervisors.

2.3 PROJECT SCHEDULE

ECM Letter of Award: Estimated 31 May 2024

Refurbishment period (2024 shut): Estimated at 5 weeks for the 2024 shut period starting 1 September 2024, however, please note that these dates are subject to change.

Refurbishment period (2025 shut): Estimated at 5 weeks for the 2025 shut period starting 1 September 2025, however, please note that these dates are subject to change.

ECM execution schedule: The schedule is based on the refurbishment schedule of the primary contractor (See **Annexure 1, Section 7.6.14**):

Table 2 - 2024 Execution Period (Key Milestones*)

Site access/establishment	15 August 2024
Start of execution of Scope of Works: start of shut	1 September 2024
Completion of execution scope or works with handover to operations for hot commissioning: end of shut	1 October 2024

Final Close-out by primary execution contractor: Completion of site de-establishment	15 November 2024
Final handover of approved data packs to Transnet	30 November 2024
Retention Payment Release for 2024 shut works	1 October 2025

Table 3 - 2025 Execution Period (Key Milestones*)

Site access/establishment	15 August 2025
Start of execution of Scope of Works: start of shut	1 September 2025
Completion of execution scope or works with handover to operations for hot commissioning: end of shut	1 October 2025
Final Close-out by primary execution contractor: Completion of site de-establishment	15 November 2025
Final handover of approved data packs to Transnet	30 November 2025
Retention Payment Release for 2024 shut works	1 October 2026

* Dates are subject to change

2.4 VARIATIONS

Variations will be dealt with via Compensation Events as per NEC terms of Contract.

2.5 REFERENCE SPECIFICATIONS

2.5.1 STANDARD SPECIFICATIONS

The Service Provider must ensure that all work is prepared and conducted in line with the applicable SANS codes.

2.5.2 EMPLOYER SPECIFICATIONS

The following specifications must be adhered to in the execution of the project by the Service Provider.

(Note: These specifications are available upon request)

Table 4 - TPT Specifications:

Document Name	Document Description
Belt Conveyors and Assoc Equipment	EEAM-Q-001
Specification – Hydraulic Equipment	EEAM-Q-002
Gears–Shafts–Bear–Brakelube-V Belts	EEAM-Q-004
Structural Steelwork	EEAM-Q-006
Corrosion Protection	EEAM-Q-008
Quality Management	EEAM-Q-009
Gen Electric Equipment	EEAM-Q-012
Technical Data Sheet	EEAM-Q-013
General Requirements and Conditions	EEAM-Q-016
Lighting on Equipment	EEAM-Q-018
Tests on Electrical Equipment	EEAM-Q-020
Electronic Equipment	EEAM-Q-021

Table 5 - Project Documents:

Document Name	Document Description
Commissioning plan	Z.5200160-CP
Communication Management Plan	Z.5200160-CMR
Construction Management Plan	Z.5200160CMP
Health and Safety Management Plan	Z.5200160-HSMP
Quality Management Plan	Z.5200160-QMP
Security Management Plan	Z.5200160-SMP
Engineering report	Z.5200160-ER

2.6 ASSUMPTIONS AND EXCLUSIONS

Award of Principal Contractor will be the responsibility of TPT.

2.7 TECHNICAL REQUIREMENTS

The Service Provider in the provision of services shall observe all relevant statutes, by-laws and associated regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional

conduct, and “best practice”, as laid down, or recommended, by their respective professional associations, if any.

Service Provider to be registered with CESA (Consulting Engineers South Africa) or SABTACO (South African Black Technical and Allied Careers Organisation).

2.8 OWNERSHIP OF DATA, DESIGNS AND DOCUMENTS

The Parties shall agree that copyright in the data, design and documents shall, after payments by the Employer of the services to the Service Provider, lie with the Employer subject to the Employer’s indemnification against any claim from any party that may arise because of the Employer’s use of such a document due to the Service Provider’s infringement of copyright.

2.9 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

No “Special” facilities or equipment is provided by the Employer. Site facilities will be part of the Principal Execution Contract. 6 workstations/chairs and ablution facilities are provided by the Principal Contractor. There is a canteen within the Terminal as well as meeting rooms which may be booked via the TPT Senior Project Manager. Printing and network connectivity is for the ECM to resolve.

2.10 INVOICES

All invoices submitted by the Service Provider shall be VAT invoices, which invoices shall be accompanied by a weekly activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered. A breakdown of percentage of work related to the activity schedule must be provided, where deliverables are still to be completed.

2.11 MAN-PLAN AND RESOURCING FOR SCOPE

The following resources will be required:

- Senior Project Manager
- Project Manager
- Structural Engineering Supervisor
- Mechanical Engineering Supervisor
- Electrical, Control & Instrumentation Engineering Supervisor
- Construction Manager
- Health & Safety Officers x 3 (To ensure support 24/7 within regulations)
- Quality Manager

- Schedule Manager/Planner
- Commissioning Manager
- Administration/Document Controller

Table 6 - Minimum Qualifications and experience for Key Personnel:

Description	Minimum Qualification	Minimum Experience
Senior Project Manager	SACPCMP - Registered as a Professional Construction/Project Manager	10 years within similar type multi discipline projects. Minimum 5 years specific to Port Bulk Material Handling Equipment (i.e Tiplers, Stacker Reclaimers, Shiploaders)
Construction Manager	SACPCMP - Registered as a Professional Construction Manager	5 years in similar type multi discipline projects
Health and Safety Officers	SACPCMP - Registered as a Health and Safety Officer	5 years in similar type multi discipline projects
Quality Manager	BTech Quality Management	5 years in similar type multi discipline projects
Mechanical Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor.
Electrical, Control & Instrumentation Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor.
Structural Engineering Supervisor	National Certificate: N3 in the specific discipline	5 years' experience as a site supervisor in structural related works.
Commissioning Manager	A relevant technical qualification (mechanical, structural, electrical and/or control & instrumentation) above NQF level 4	Minimum 5 years specific to Port Bulk Material Handling Equipment (i.e Tiplers, Stacker Reclaimers, Shiploaders)

2.12 RESPONSIBILITIES

2.12.1 SENIOR PROJECT MANAGER

The Senior Project Manager's (SPM) areas of responsibility shall be to achieve the following key deliverables:

- The SPM is accountable for ensuring the efficient and effective delivery of the project. He has the overall accountability for the completion of scope, schedule and quality of the project. He provides routine and regular feedback to the TPT Senior Project Manager on progress, issues or areas of concern. He has the delegated authority to make decisions and co-ordinate overall

needs and direction in liaison with the TPT Senior Project Manager. He will review the progress of the project regularly with the TPT Senior Project Manager, and his team as necessary.

- The SPM will manage major issues, problems and policy conflicts, removes obstacles, is active in planning the scope and signs off major deliverables.
- Demonstrating personal commitment to safety and implement systems both in the office and on site to promote safety awareness and create a “safety first” culture.
- Ensure that the project is executed safely and in compliance with all regulatory requirements, company policies, standing instructions and safe working procedures.
- Develop an appropriate organisation structure for execution of the project, identify functions necessary, select appropriately experienced and enthusiastic personnel for specific positions and delegate responsibilities.
- Establish specific policies/procedures relevant to project execution.
- Ensure that the project is executed in compliance with all regulatory requirements, company policies, standing instructions and working procedures, including the requirements of TIMS H&S Contractor Specification Guideline, TIMS Environmental and Sustainability Contractor Specification Guideline, TIMS Quality Contractor Specification Guideline.
- Set goals and objectives, identify priorities, clearly communicate these to team members and appropriate other parties, and provide leadership in their implementation. Motivate, ensure commitment and build a result-oriented team focused on achieving the optimum outcome for the client.
- Direct, control and manage through the Project Manager all aspects of the project including, refurbishment, interfaces, administration functions and all external work undertaking by contractors throughout the supply, construction and commissioning phases of the project.
- Overview and ensure that work and progress on the project will satisfy the client’s expectations.
- Maintain a relationship with the client at a senior executive level.
- Maintain and display clear “ownership” and accountability for delivery of the project’s business outcomes.
- Ensure initiation and execution of the work is such that completion of the project is achieved by the authorised completion date, within the authorised budget and equals or exceeds the expected quality.
- Ensure that all communication channels are effectively operating amongst project team members and business units and that co-ordination and co-operation between disciplines is occurring.

- Monitor and measure the work being executed regularly against schedule & milestone deliverables
- Recommend and implement corrective strategies where needed to best meet the clients overall project objectives.
- Ensure adherence to the project's authorised Scope of Work, monitor scope status and advise the client accordingly.
- Defines and delegates the projects roles and responsibility to his Team.
- Implement plans for commissioning / project handover.
- Be responsible for communication with the client, particularly as regards requests for changes and modifications. Ensure contractual commitments regarding deliverables are met.
- Review and approve the weekly project progress report prepared for the client and / or for distribution to other parties.

2.12.2 PROJECT MANAGER

The Project Manager's (PM) areas of responsibility shall be to achieve the following key deliverables:

- The PM is a hands-on manager and as such, he will participate in project related activities, as necessary, during the project and will be familiar with all aspects of the project implementation.
- The PM will assist in all aspects relating to the SPM's and project deliverables.
- Review and approve the daily project progress report prepared for the SPM

2.12.3 STRUCTURAL ENGINEERING SUPERVISOR

The Structural Supervisors area of responsibility shall be to achieve the following key deliverables:

- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Ensure that the appointed contractors work according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works. This includes quality, health and safety requirements for this project as stipulated in the TIMS Contractor Quality Specification Guideline, TIMS Health and Safety Specification, Health and Safety Management Plan and TIMS Contractor Health and Safety Specification Guideline, and the TIMS Contractor Environmental and Sustainable Specification Guideline. Refer Annexures 3, 4 and 5.
- Attend all site meetings, project meetings and relevant client meetings.
- Monitor the integrity of technical quality and performance aspects during the refurbishment and commissioning up to the final handover stage.

- Prepare commissioning and handover reports alongside the Construction Manager in preparation for handover to the Commissioning Manager.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the expected quality.
- Provide Site supervision for the refurbishment phase and ensure that the Contractors complete all works as per the approved structural scope of works
- The Service Provider shall adhere to all Transnet Port Terminals Engineering, project management and documentation control procedures, policies, practices and standards.

2.12.4 MECHANICAL ENGINEERING SUPERVISOR

The Mechanical Supervisors area of responsibility shall be to achieve the following key deliverables:

- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Ensure the appointed contractors work according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works. This includes quality, health and safety requirements for this project as stipulated in the TIMS Contractor Quality Specification Guideline, TIMS Health and Safety Specification, Health and Safety Management Plan and TIMS Contractor Health and Safety Specification Guideline, and the TIMS Contractor Environmental and Sustainable Specification Guideline. Refer Annexures 3, 4 and 5.
- Attend all site meetings, project meetings and relevant client meetings.
- Monitor the integrity of technical, quality and performance aspects during the construction and commissioning up to the final handover stage.
- Prepare commissioning and handover reports alongside the Construction Manager in preparation for handover to the Commissioning Manager.
- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the expected quality.
- Provide Site supervision for the refurbishment phase and ensure that the Contractors complete all works as per the approved mechanical scope of works
- The Service Provider shall adhere to all Transnet Port Terminals Engineering, project management and documentation control procedures, policies, practices and standards.

2.12.5 ELECTRICAL, CONTROL & INSTRUMENTATION ENGINEERING SUPERVISOR

The Electrical, Control & Instrumentation Supervisor area of responsibility shall be to achieve the following key deliverables:

-
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
 - Ensure the appointed contractors work according to the statutory and safety regulations as well as provide the compulsory safety work plan for the execution of the construction works. This includes quality, health and safety requirements for this project as stipulated in the TIMS Contractor Quality Specification Guideline, TIMS Health and Safety Specification, Health and Safety Management Plan and TIMS Contractor Health and Safety Specification Guideline, and the TIMS Contractor Environmental and Sustainable Specification Guideline. Refer Annexures 3, 4 and 5.
 - Attend all site meetings, project meetings and relevant client meetings.
 - Monitor the integrity of technical, quality and performance aspects during the construction and commissioning up to the final handover stage.
 - Prepare commissioning and handover reports alongside the Construction Manager in preparation for handover to the Commissioning Manager.
 - Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the expected quality.
 - Provide Site supervision for the refurbishment phase and ensure that the Contractors complete all works as per the approved E, C&I scope of works
 - The Service Provider shall adhere to all Transnet Port Terminals Engineering, project management and documentation control procedures, policies, practices and standards.

2.12.6 CONSTRUCTION MANAGER

The Construction Manager's area of responsibility shall be to achieve the following key deliverables:

- Responsible for managing all construction activities at site, in compliance with instruction received from the Project Manager.
- Developing project plans to ensure that desired outputs are delivered in accordance with the agreed schedule.
- Compiling and communicating project reports.
- Manage in a manner that ensures that the project is completed in line with specifications and on time
- Anticipate and pre-empt project risks to minimise additional cost and ensure timely completion of scope
- Ensure familiarity with project scope, objectives, role and function of team members to effectively co-ordinate the activities of the team.
- Ensure adherence to quality standards.

- Review project deliverables.
- Manage project scope and change control, escalating issues where necessary.
- Ensure implementation of TPT Safety Health and Environment Policy.
- Ensure that contractors are executing works according to their contractual obligations.
- Verify that the general quality level of construction works are within acceptable standards and issue non-conformance reports where required.
- Ensure that the accounting of works, extra and additional works are issued to the contractor
- Promote safety awareness and create a “safety first” culture. Fulfill statutory obligations as Safety Administrator for areas of responsibility.
- Ensure that the project is executed safely and in compliance with all regulatory requirements, company policies, standing instructions and safe working procedures.
- Set goals and objectives, identify priorities, clearly communicate these to team members and appropriate other parties, and provide leadership in their implementation. Motivate, ensure commitment and build a result oriented team focused on achieving the optimum outcome for the client.
- Overview and ensure that work and progress on the project will satisfy the client’s expectations.
- Maintain a relationship with the client.
- Ensure initiation and execution of the work, such that completion of the project is achieved by the authorised completion date, within the authorised budget and equals or exceeds the expected quality.
- Under the Senior Project Manager, ensure that all communication channels are effectively operating amongst project team members and that co-ordination and co-operation between disciplines is occurring.
- Monitor and measure the work being executed regularly against schedule and milestone deliverables
- Recommend and implement corrective strategies where needed to best meet the client’s overall project objectives.
- Ensure adherence to the project’s authorised Scope of Work, monitor scope status and advise the client accordingly.
- Engages in all decision making about the project’s implementation that is not delegated to the Project Manager.
- Review and approve the weekly project progress report prepared for the client
- Responsible for the preservation of Material and Equipment until handover to the client.

2.12.7 HEALTH AND SAFETY OFFICERS

The Health and Safety Officer's area of responsibility shall be to achieve the following key deliverables:

- Responsible for managing compliance of health and safety activities on site in line with TIMS H&S and Environment and Sustainability Contractor Specification Guideline and further to that any and all activities will take place within the conditions of the existing Atmospheric Emissions License and any other permits currently held by TPT SLD BTS.
- Ensuring implementation of Transnet Integrated Management System Policy Commitment Statement.
- Ensuring that contractors are executing works safely and in accordance to the Safety Plan that has been signed off with the Contractor in accordance to the Safety Plan and the TIMS H&S Contractor Specification Guideline.
- Ensuring all Contractors personnel have been inducted and are medically fit for duty.
- Achieve the LTI and injury/incident frequency rate targets systems on site, and to promote safety awareness and create a "safety first" culture. Fulfil statutory obligations as Safety Administrator for areas of responsibility.
- Ensure that the project is executed safely and in compliance with all regulatory requirements, company policies, standing instructions and safe working procedures.
- Maintain a relationship with the client.
- Recommend and implement corrective strategies where needed in cases of risks identified on site, to best meet the client's overall project objectives.
- Ensure that the Principal Contractor and subcontractors are working in accordance with their Safety Plan and adhering to the risk mitigations identified within the signed off risk assessment and safety plan.

2.12.8 QUALITY MANAGER

The QA/QC representative's area of responsibility, shall be to achieve the following key deliverables:

- Training all supervision personnel including those of the Principal Contractor to ensure they know, and they will be able to follow the Contract Quality requirements.
- Checking that construction activities are done in compliance with the Project Rules and Procedures, and the orders received from the Construction Manager.
- Establishing, as a part of the Project Quality Management Plan, the Site Quality Management Plan (including audits programme) Site Quality Management Plan as well as adherence to the TIMS H&S Contractor Specification Guideline.

- Ensuring that the client's requirements are understood by all parties.
- Checking the Contractors QC procedures to ensure they are consistent with Project QC procedure.
- Performing audits on Principal Contractor's personnel, to ensure they are working in compliance with their approved working procedures.
- Managing the NCR process and following-up.
- Recommending and following up on corrective actions to preclude deficiencies.
- Having a clear record of authorized administrative or contractual documents, for Contractors personnel.
- Ensuring that all necessary quality construction records such as inspection and test documents are filed and maintained properly.
- Reporting to the Construction Manager/ Project Manager the status of Quality Management System and suggest improvements to the Quality Management System.

2.12.9 SCHEDULE MANAGER/PLANNER

The Planner's areas of responsibility shall be to achieve the following key deliverables:

- Manage Project Planning in the monitoring, forecasting and planning functions on the project during execution.
- Be fully versed and functional in Microsoft Projects
- Consult, advise, direct and interface with all members of the Service Provider team with regards to project planning and schedule expertise and develop the detailed and required level of schedule (Level 2, 3 and 4 if required) in line with scope of work as defined by the Contracting Strategy of the NEC 3 suite of Contracts.
- Be capable of identifying Early Warnings through updates of Programs and evaluating such for any Compensation Events
- Provide insight and support to other disciplines within the Project team.
- Prepare preliminary and conceptual, presentations, on add hoc basis as and when required.
- Demonstrate Project planning principles at all times, best practise methods as well as understanding of critical path methods.
- Demonstrate analytical ability and logic in the preparation of high level schedules and in review of any schedules submitted to TPT by the Principal Contractor.
- Prepare schedules at various stages of the project at the expected levels of accuracy.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders.
- Attend all site Progress Meetings with the Principal Contractor.

- Any other reasonable works required to successfully deliver the project to the client on time, on budget, at the accepted quality.
- Analysing of time impact related to Compensation Events submitted by the Principal Contractor

2.12.10 COMMISSIONING MANAGER

The Commissioning Manager’s area of responsibility shall be to achieve the following key deliverables:

- To manage all commissioning activities during the execution phase of the project.
- Ensure the provision of relevant systems manuals
- Manage the Training plan
- Conduct lessons learnt workshop and report

2.12.11 ADMINISTRATION/DOCUMENT CONTROLLER

The Administration/Document controller’s area of responsibility shall be to achieve the following key deliverables:

- To manage all administrative and document control activities during the execution phase of the project.
- Provide administrative support to the project team
- Maintain, retrieve, organise and archive documents
- Liaise with the client document control lead to ensure all completion documents are archived according to the Client Doc Control procedures

3. ANNEXURES

Annexure 1	Contractor Scope of Work
Annexure 2	TIMS - Contractor Environmental and Sustainable Specification Guideline TRN-IMS-GRP-GDL-014.4
Annexure 3	TIMS - Contractor Health and Safety Specification Guideline TRN-IMS-GRP-GDL-014.3
Annexure 4	TIMS - Contractor Quality Specification Guideline TRN-IMS-GRP-PROC-GDL-014.6