

TENDER NUMBER: **TNPA/2026/07/0002/114560/RFP**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY**

|                                            |                                       |
|--------------------------------------------|---------------------------------------|
| <b>RFP NUMBER:</b>                         | <b>: TNPA/2026/07/0002/114560/RFP</b> |
| <b>ISSUE DATE</b>                          | <b>: 14 August 2026</b>               |
| <b>NON-COMPULSORY TENDER CLARIFICATION</b> | <b>: 21 August 2026</b>               |
| <b>CLOSING DATE</b>                        | <b>: 18 September 2026</b>            |
| <b>CLOSING TIME</b>                        | <b>: 16:00</b>                        |
| <b>TENDER VALIDITY PERIOD</b>              | <b>: 180 days from closing date</b>   |

**Note to the bidders:**

*Bidders are advised 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 Bidder can upload 30mb per upload and multiple uploads are permitted.*

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**C2.2 Pricing Schedule**

(detailed pricing for each discipline is covered in the sections below)

**Central Region**

**Eastern Region**

**Western Region**

**Part C3.1: Scope**

- **Group A: Project Controls & Cost Management**

- A2.1. Project Controls Manager
- A2.2. Lead Cost Engineer
- A2.3. Cost Engineer

- **Group B: Quantity Surveying**

- B2.1. Lead Quantity Surveyor
- B2.2. Quantity Surveyor

- **Group C: Planning & Scheduling**

- C2.1. Lead Planner
- C2.2. Planner / Scheduler

- **Group D: Project Administration & Document Control**

- D2.1. Document Controller
- D2.2. Project Administration

- **Group E: Risk Management**

- E2.1. Risk Management Professional



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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 are requested from persons, companies, close corporations, Joint Ventures/ Consortia or enterprises [hereinafter referred to as a Tenderer].

|                           |                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <b>TENDER DOWNLOADING</b> | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b> |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p><b>Non-compulsory Tender Clarification Meeting</b></p> <p>It will be conducted via MS Teams <b>on the 21 August 2026</b>, at <b>10:00 to 17:00</b> for a period of ± 2 (two) hours. Morning briefing will be for the following Groups;</p> <p><b>GROUP A:</b></p> <ul style="list-style-type: none"> <li>o A2.1. Project Controls Manager</li> <li>o A2.2. Lead Cost Engineer</li> <li>o A2.3. Cost Engineer</li> </ul> <p><b>GROUP B:</b></p> <ul style="list-style-type: none"> <li>o B2.1. Lead Quantity Surveyor</li> <li>o B2.2. Quantity Surveyor</li> </ul> |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p><b>GROUP C:</b> o C2.1. Lead Planner</p> <p>o C2.2. Planner / Scheduler</p> <p><b>GROUP D:</b> o D2.1. Document Controller</p> <p>D2.2. Project Administration</p> <p><b>GROUP E:</b> o E2.1. Risk Management Professional</p> <p><a href="#"><u>Join the meeting now</u></a></p> <p>The non-compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers joining the meeting late. Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Tenderers to attend. Transnet will not be held responsible for any Tenderer who did not attend the <b>non-compulsory</b> session and subsequently feels disadvantaged as a result thereof.</p> <p>Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal and Transnet website. Tenderers are required to check the e-tender portal or Transnet website prior to finalising their Tender submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p> |
| <b>CLOSING DATE</b> | <p><b>(18 September 2026) at 16:00</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration. If a tender has not fully uploaded by the closing</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



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|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <b>time, it will be cut-off, and will result in a corrupted file and will not be capable of being evaluated.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ADDENDA TO THE TENDER</b>         | <p>Any addenda to the tender or clarifications will be published on the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. Tenderers are required to check the National Treasury's e-Tender Publication Portal and Transnet e-Tender Submission Portal. prior to finalising their Tender submissions for any changes or clarifications to the tender.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this tender with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>                                           |
| <b>VALIDITY PERIOD</b>               | <p><b>180 business days from Closing Date</b></p> <p>Tenderers are to note that they may be requested to extend the validity period of their Tender, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful tenderer (s), the validity of the successful tenderer (s)' Tender will be deemed to remain valid until a final contract has been concluded.</p>                                                                                                                                                       |
| <b>ELECTRONIC TENDER SUBMISSIONS</b> | <p><b><u>Note to the Tenderers:</u></b></p> <p>Tenderers are advised to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to 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 tenderers as a result of technical challenges. Please do not wait for the last hour to submit.</p> <p>Tenderers shall ONLY use alphabetical and/ or numerical characters in naming their files. Failure to do so will result in files being corrupted/ quarantined and will NOT be available for evaluation.</p> |



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|  |                                                                                         |
|--|-----------------------------------------------------------------------------------------|
|  | <b>The Tenderer may only upload 30mb per upload and multiple uploads are permitted.</b> |
|--|-----------------------------------------------------------------------------------------|

## 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 Tenders and upload their Tender proposals/responses on to the system.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new Tenderer information and ensure that all (must fill in all mandatory information is completed) OR;  
- to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;**
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a Tender;**
- e) Tenderers are to submit Tender documents by uploading them onto the system against each tender selected.**  
**A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- f) Tenderers to note that all pricing must be completed in the eSupplier portal, electronic pricing.**  
**No paper pricing schedule should be accepted.**
- g) Tenderers should ensure that electronic Tender submissions are submitted at least a day before the closing date and Tenderers should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by Tenderers as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the



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corresponding registered profile to log an intent to Tender as well as submitting any Tender.

- j) Transnet will not accept a Tender or will disqualify a Tenderer who submits a Tender in the Transnet e-tender submission through another Tenderers'/Company's profile. In other words, each

**Tenderer must register the intent to Tender and submit its Tender through its own profile under the same company name that will eventually Tender for the tender.**

**No company shall submit a Tender on behalf of another company regardless of the company being a subsidiary or holding company.**

**In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a Tender on behalf of the Joint Venture.**

- k) **A detailed Tender guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)**

### 3. CONFIDENTIALITY

All information related to this tender 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. Shortlist and approve the **fifteen (15)** highest scoring Tenderers in each Group to enter into a Framework Contract, unless objective criteria justify the shortlisting of another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Approach the open market if the quoted rates (for award of work) are deemed unreasonable;





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4.4. Not utilise the Framework to solicit tenders if the needs of the project and/ or Transnet dictate otherwise,

5. Transnet will award the tender to the highest scoring tenderer /s unless **objective criteria** exist that justify the award to another Tenderer. Transnet may apply the objective criteria in this Tender process as follows:

- 5.1. Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- 5.2. There is clear, uncontrived and/or overwhelming evidence and/or facts that the Tenderer has or continues to be in breach of any of the provisions contained in the Integrity Pact **(T2.2-15)**;
- 5.3. The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- 5.4. Unless the appointment of the tenderer would result in a negative impact on Transnet's Return on Investment;
- 5.5. It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the tenderer has been awarded business previously and the award of the tender will result in an inequitable allocation of business;
- 5.6. The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact **(T2.2-15)**,
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- 5.7. In relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- 5.8. has no legal capacity to enter into the contract;



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- 5.9. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008 as amended, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- 5.10. does not comply with the legal requirements, if any, stated in the tender data;
- 5.11. is not able to perform the contract free of conflicts of interest.
- 5.12. Not necessarily accept the lowest priced tender or an alternative Tender;
- 5.13. Should the Tenderers be awarded business on the 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;
- 5.14. Request audited financial statements or independently reviewed financial statements as required by the company's Act and other documentation for the purposes of a due diligence exercise;
- 5.15. Not accept any changes or purported changes by the Tenderer to the tendered rates after the closing date;
- 5.16. 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;
- 5.17. 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);
- 5.18. 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.
- 5.19. 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 tender with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 5.20. 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 T2.2-13], **[Breach of Law]**



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

5.21. 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 provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

6. 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.

## 7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... (MAAA)

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet.Reportit@outlook.com](mailto:Transnet.Reportit@outlook.com)**

**IF YOU DON'T REPORT IT, YOU SUPPORT IT!**



Email: [Transnet.Reportit@outlook.com](mailto:Transnet.Reportit@outlook.com)

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: \*120\*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

## SECTION 1: SBD1 FORM

### PART A

#### INVITATION TO TENDER

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A  
DIVISION TRANSNET SOC LTD**

|                           |                                                                                                                                                                                                            |                        |                   |                          |                      |                          |       |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------|--------------------------|----------------------|--------------------------|-------|
| <b>TENDER<br/>NUMBER:</b> | TNPA/2026/07/0002/114560/<br>RFP                                                                                                                                                                           | <b>ISSUE<br/>DATE:</b> | 14 August<br>2026 | <b>CLOSING<br/>DATE:</b> | 18 September<br>2026 | <b>CLOSING<br/>TIME:</b> | 16:00 |
| <b>DESCRIPTION</b>        | FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY |                        |                   |                          |                      |                          |       |

#### **TENDER RESPONSE DOCUMENTS 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 tenders and upload their tender proposals/responses on to the system.

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- Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- Click on "SIGN IN/REGISTER –to register new tender tenderer information and ensure that all (must fill in all mandatory information is completed) OR;
  - to sign in if already registered;
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a tender;
- Respondents are to submit tender documents by uploading them onto the system against each tender selected. **A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- Tenderers to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**
- Tenderers should ensure that electronic tender submissions are submitted at least a day before the closing date and tenderers should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by tenderers as a result of their own technical challenges.
  - No late submissions will be accepted.
- Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to tender as well as submitting any tender.
- Transnet will not accept a tender or will disqualify a tenderer who submits a tender in the Transnet e-tender submission through another tenderers'/Company's profile. In other words, each tenderer must register the intent to tender and submit its tender through its own profile under the same company name that will eventually tender for the tender. No company shall submit a tender on behalf of another company regardless of the company being a subsidiary or holding company.
- In the case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a tender on behalf of the Joint Venture.

A detailed tenderer guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

|                                                                                                                                                                                                                      |                                                                                          |                                                |                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                      |                                                                                          |                                                |                                                                                          |
| <b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                              |                                                                                          | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                                                          |
| CONTACT PERSON                                                                                                                                                                                                       | <b>Bhatisani Widzani</b>                                                                 | CONTACT PERSON                                 | <b>Bhatisani Widzani</b>                                                                 |
| TELEPHONE NUMBER                                                                                                                                                                                                     | <b>N/A</b>                                                                               | TELEPHONE NUMBER                               | <b>N/A</b>                                                                               |
| FACSIMILE NUMBER                                                                                                                                                                                                     | <b>N/A</b>                                                                               | FACSIMILE NUMBER                               | <b>N/A</b>                                                                               |
| E-MAIL ADDRESS                                                                                                                                                                                                       | <a href="mailto:tnpatenderenquiries3@transnet.net">tnpatenderenquiries3@transnet.net</a> | E-MAIL ADDRESS                                 | <a href="mailto:tnpatenderenquiries3@transnet.net">tnpatenderenquiries3@transnet.net</a> |
| <b>SUPPLIER INFORMATION: NB Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer.</b> |                                                                                          |                                                |                                                                                          |
| NAME OF TENDERER                                                                                                                                                                                                     |                                                                                          |                                                |                                                                                          |
| 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:                                                                        |  | <b>OR</b>                                                                                | CENTRAL SUPPLIER DATABASE | UNIQUE REGISTRATION REFERENCE NUMBER:<br>MAAA                                                            |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | TICK APPLICABLE BOX]<br><br><div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                                      |                           | [TICK APPLICABLE BOX]<br><br><div> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                   |  |                                                                                          |                           |                                                                                                          |
| <b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <div> <div>Yes</div> <div>No</div> </div> <input type="checkbox"/> [IF YES ENCLOSE PROOF]         |  | <b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b> |                           | <div> <div>Yes</div> <div>No</div> </div> <input type="checkbox"/> [IF YES, ANSWER QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                   |  |                                                                                          |                           |                                                                                                          |
| <div> <div>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</div> <div>YES NO</div> </div> <div> <div>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> </div> <div> <div>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</div> <div><input type="checkbox"/> YES <input type="checkbox"/> NO</div> <div><input type="checkbox"/> <input type="checkbox"/></div> </div> <div> <b>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.</b> </div> |                                                                                                   |  |                                                                                          |                           |                                                                                                          |

**PART B**  
**TERMS AND CONDITIONS FOR TENDERING**

**1. TAX COMPLIANCE REQUIREMENTS**

- 1.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 TENDERERS 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](http://WWW.SARS.GOV.ZA).
- 1.4 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE TENDER.
- 1.5 IN TENDERS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE

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

SIGNATURE OF TENDERER: .....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: .....

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

DATE: \_\_\_\_

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019. (see [www.cidb.org.za](http://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                                       | <b>Transnet SOC Ltd</b><br><b>(Reg No. 1990/000900/30)</b>                                      |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: |                                                                                                 |
| <b>Part T: The Tender</b>                                          |                                                                                                 |
| Part T1: Tendering procedures                                      | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data                                 |
| Part T2: Returnable documents                                      | T2.1 List of returnable documents<br>T2.2 Returnable schedules                                  |
| <b>Part C: The contract</b>                                        |                                                                                                 |
| Part C1: Agreements and contract data                              | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br>C1.3 Form of Securities |
| Part C2: Pricing data                                              | C2.1 Pricing Instructions<br>C2.2 Pricing Schedule                                              |
| Part C3: Scope of work                                             | C3.1 Scope                                                                                      |



### C1.3 Interpretation

Transnet's Supply Chain Management Policy, in conjunction with Transnet's Preferential Procurement Policy will be applicable to this tender.

C1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- **Tenderer** – In this tender document the words "tenderer" and "Tenderer" are used inter-changeably. Similarly, the terms 'bid' and 'tender' are used interchangeably.
- **call off** – means 'placing an order' with framework contractors. A call off contract is an individual contract that falls under a framework agreement.
- .
- **Framework agreement** - means "An agreement between an employer and one or more service providers, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged" (SANS/ISO 10845-1:2015). For ease of reference, Transnet has used the word "Framework Contract" in the document instead of "Framework Agreement", and where each appears in the tender document, it carries the same meaning and the words are used inter-changeably.
- **mini – competition or multi bidding** in this document means a tender competition between the Service Providers in the Framework contract conducted in accordance with Transnet policies; it means an invitation to submit a Quotation or Priced Proposal issued by the TNPA pursuant in fulfilment of a scope of works.
- **respondent** – means 'tenderer' and/ or 'Tenderer' and are used inter-changeably.
- **RFQ – Request for Quotation** – means a request for price offers from service provider in the framework contract.
- **Task Order** – is an order for the performance of tasks during the period of the contract.

|       |                          |                      |
|-------|--------------------------|----------------------|
| C.1.4 | The Employer's agent is: | Commodity Specialist |
|       | Name:                    | Bhatisani Widzani    |
|       | Address:                 | TBA                  |

Tel No. N/A

E – mail [tnpatenderenquiries3@transnet.net](mailto:tnpatenderenquiries3@transnet.net)

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

### 1. Stage 1 – Administrative and Substantive Responsiveness Test

The following are required for the tenderer to be evaluated further:

- **Whether the Bid has been lodged on time**
- **Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time**
- **Verify the validity of all returnable documents.**

**Verify if the Bid document has been duly signed by the authorised respondent**

### 2. Stage Two – Eligibility

- **A fully completed and signed Form of Offer**
- **A fully completed and signed Pricing Schedule (a rate for every discipline within a Group must be returned in Schedule A contained in C2.1).**
- **Compliance with the eligibility criteria contained in Schedule A read with Schedule B in Form T2.2-06.**

Only those tenderers who comply with all eligibility criteria for all disciplines within each Group will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for Group eligibility criteria is compliance with all eligibility criteria for each discipline within a Group.

The evaluation criteria for measuring eligibility criteria are as stated in C.3.11. below and in Form T2.2-06.

A tenderer may tender a response for any Group of disciplines and any Region.

***Any tenderer that fails to meet the stipulated eligibility criteria may be regarded as an unacceptable tender.***

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

## C.2.10 Pricing the Tender Offer

- Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- Provide rates and prices that are fixed for the duration of the contract, which will be adjusted in line with annual inflation as detailed in the Pricing Instructions and conditions of contract identified in the contract data.
- A pricing schedule with hours is included in section C 2.1. The Tenderer is expected to price each item (discipline) within a Group, except where instructed otherwise. The rates provided by the tenderer will be verified for their reasonableness. Transnet reserves the right to adjust the final prices once the tenderer has been found to have complied with all other tender conditions.
- There will be contract price adjustment (CPA) / escalation of prices, once a year, on the anniversary of the framework contract.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- **Name of Tenderer:** ..... (insert company name)
- **Contact person and details:** BHATISANI WIDZANI
- **The Tender Number:**  
TNPA/2026/07/0002/114560/RFP TENDER

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2026/07/0002/114560/RFP

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

- **The Tender Description:**

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

- ***Employer's Agent: Bhatiani Widzani:***

[tnpatenderenquiries3@transnet.net](mailto:tnpatenderenquiries3@transnet.net)

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

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C.2.15 The closing time for submission of tender offers is:

Date and Time: **18 September 2026 at 16:00**

Location: The Transnet e-Tender Submission Portal:

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

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **180 Business days** 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 this tender:

1. A valid Tax Compliance Status Pin issued by the South African Revenue Services.

**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

TRANSNET NATIONAL PORTS AUTHORITY

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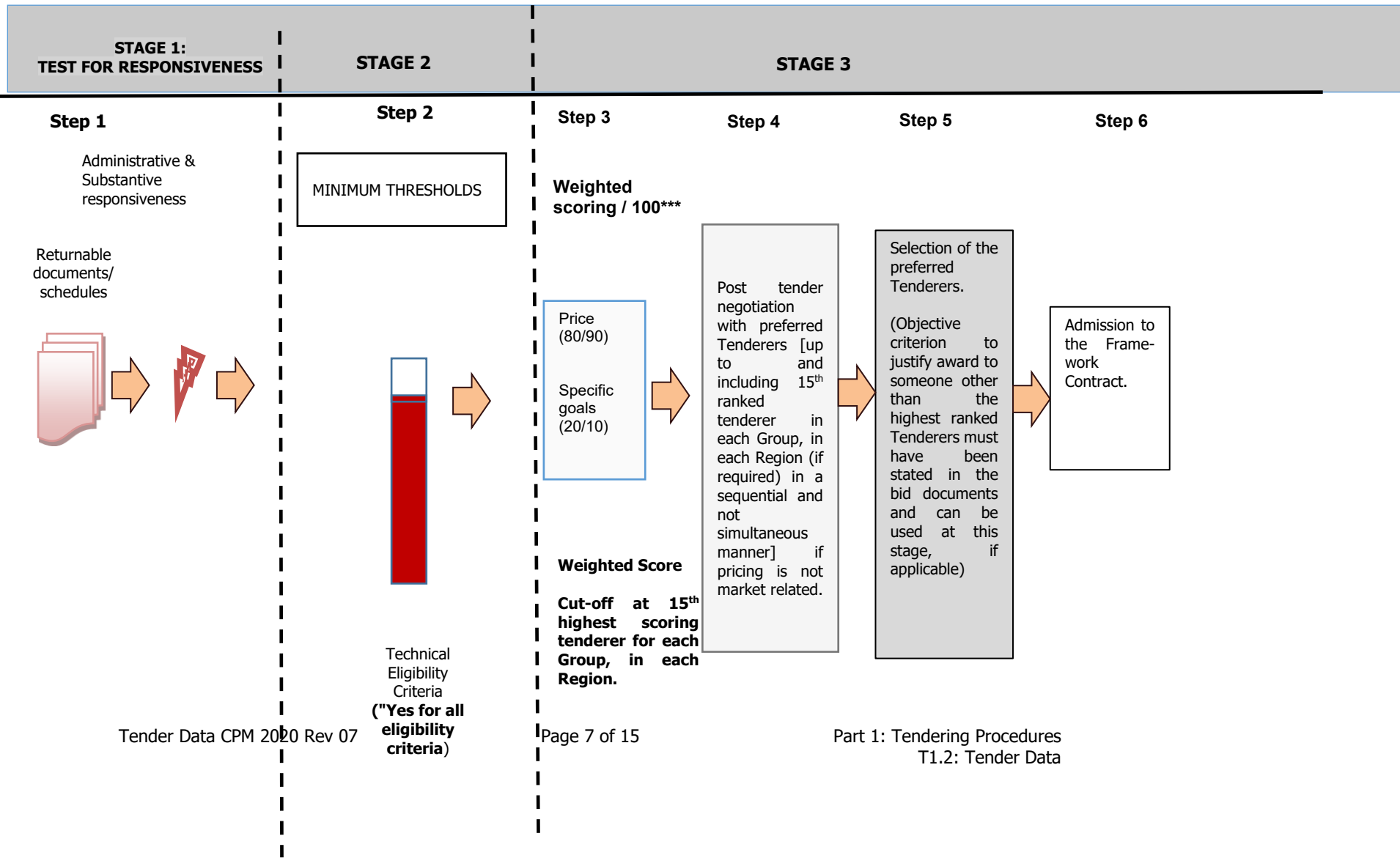
DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

- 
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], **CIPC B-BBEE Certificate** 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;
  4. Certified copies of documents stated in Form T2.2-06

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

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### C3.11



The minimum requirement for a tender to be considered further is to achieve a "YES" for each criteria of a specific discipline, AND an overall "YES" for all disciplines within a Group of disciplines.

The procedure for the evaluation of responsive tenders is Administratively and Substantively responsive, Eligibility Criteria, Preference Points:

**Only those tenderers who comply with all eligibility criteria for a discipline and all disciplines in a Group of disciplines will be eligible for further evaluation. Form T2.2-06 Schedules A and B contain the eligibility criteria and format of scoring.**

---

## **Step 2 Technical Eligibility Criteria**

Each discipline will be evaluated in terms of the eligibility evaluation criteria which are:

- Minimum educational standard/ qualification,
- Registration requirements with professional bodies or other discipline-appropriate body,
- Minimum experience.

Each of the criteria applicable to a specific discipline will be scored on a YES/ NO basis, with all criteria for a specific discipline requiring a "YES" to comply for that discipline. The evaluators will score independently of each other and when complete, the scores for each discipline will be assessed and a final score for each discipline within a Group agreed following which a score for each Group will be determined.

**Note: Any tender not complying with the above-mentioned requirements, may be regarded as non-responsive and may 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 a "Yes" for each criterion of a discipline AND an overall "YES" for all disciplines within a Group will be evaluated further in accordance with the 90/10 or 80/20 preference points systems as described in Preferential Procurement Regulations - 2022.

The 90/ 10 points system will be utilised where the value of the lowest acceptable tenderer exceeds R50 million, inclusive of all applicable taxes.

The 80/20 points system will be utilised where the value of the lowest acceptable tenderer is less than or equal to R50m, inclusive of all applicable taxes.

| Thresholds                 | Minimum Threshold                                                                |
|----------------------------|----------------------------------------------------------------------------------|
| Group eligibility criteria | Achieve a "YES" for all eligibility criteria for all disciplines within a Group. |

#### Step 4: Weighted scoring

| EVALUATION METHOD                                   |                       |
|-----------------------------------------------------|-----------------------|
| TENDERS VALUED AT LESS THAN OR EQUAL TO R50 MILLION |                       |
| Evaluation Criteria                                 | Final Weighted Scores |
| Price                                               | 80                    |
| Specific goals - Scorecard                          | 20                    |
| <b>TOTAL SCORE:</b>                                 | <b>100</b>            |

| EVALUATION METHOD                       |                       |
|-----------------------------------------|-----------------------|
| TENDERS VALUED AT MORE THAN R50 MILLION |                       |
| Evaluation Criteria                     | Final Weighted Scores |
| Price                                   | 90                    |
| Specific goals - Scorecard              | 10                    |
| <b>TOTAL SCORE:</b>                     | <b>100</b>            |





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A maximum of 10 or 20 preference tender evaluation points will be awarded to tenderers who complete the preferencing schedule SBD 6.1 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 Tenderer who provides the relevant required evidence for claiming points.

The maximum points for this bid are allocated as follows:

| Specific Goals                                     | Number of points<br>(80/20 system) | Number of points<br>(90/10 system) |
|----------------------------------------------------|------------------------------------|------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2          | 08                                 | 04                                 |
| EME or QSE 51% Black Owned                         | 12                                 | 06                                 |
| Non-compliant and/or B-BBEE Level 3-8 contributors | 00                                 | 00                                 |

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

| Specific Goals                            | Acceptable Evidence                                                                                                                                |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |
| EME or QSE 51% Black Owned                | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |

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

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## **Step Five Post Tender Negotiations**

Tenderers are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in Post Tender Negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- First negotiate with the highest ranked Tenderer or cancel the bid, should such negotiations fail, then,
- Negotiate with the 2nd to 15<sup>th</sup> ranked Tenderers (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred Tenderer status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Tenderers will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

### **Deadlock breaking mechanism.**

In the event of a tie (i.e. two Tenderers scoring an equal number of total points), the Tenderer who scored the highest points for specific goals will be awarded the contract.

Where two or more tenderers score equal total points in all respects the award will be decided by drawing of lots.

In respect of admission to the Framework Contracts, the above deadlock breaking mechanism will be implemented in respect of the 15<sup>th</sup> ranked tenderer(s).

In respect of the secondary procurement from the Framework, the above deadlock breaking mechanism will be implemented in respect of the award of a contract.

## Step Six Objective Criteria

Tender offers will only be accepted unless **objective criteria** exist that justify the award to another Tenderer. Transnet may apply objective criteria in this bid process as follows:

- Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance on previous or current appointments with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the Tenderer has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-15);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the Tenderer would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the Tenderer has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact (T2.2-15),

Is the subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

- resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- 
- has no legal capacity to enter into the contract;
  - is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
  - does not comply with the legal requirements, if any, stated in the tender data; and is not able to perform the contract free of conflicts of interest
1. The tenderer or any of its directors/shareholders is not listed on the National Treasury 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 of restricted tenderers and National Treasury's list of Restricted Suppliers.;
  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

### **Step Seven Admission to the Frame-work Contract**

It is the intention of Transnet to appoint a maximum of fifteen (15) and a minimum of three (03) highest ranked tenderers in each Group in each region. Unsuccessful tenderers will be notified, giving reasons why they were unsuccessful. Transnet will publish the outcome of this Tender in the National Treasury e-tender portal and Transnet website within 10 days after the list has been approved. Tenderer are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful Tenderers have a right to request Transnet to furnish individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form and tender data clause C.1.4.

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**Other divisions of Transnet may make use of these Framework Contracts, upon request and acceptance by both TNPA and the tenderer(s) concerned.**

**This framework does not limit the tenderers from participating in any other similar Transnet tenders.**

**Organs of State outside of Transnet may not make use of these Frameworks.**

**Rules of engagement post appointment**

- A Task Order process will be instituted amongst the service providers in each Group whenever a need for services arises. Task Orders will be allocated based on the process below:
  - a) A tender document including a Scope of work for the specific project being procured will be sent to all Framework Contractors in a specific group to price;
  - b) The Scope of Work may be broken down into separate Work Packages;
  - c) Evaluation will be based on the preference points system using either a 90/10 or 80/20 preference points scoring system as applicable to that Scope of Work. Transnet reserves the right to introduce further evaluation criteria, including other specific goals at the secondary stage of tendering if the nature of the project or task order dictates.
  - d) If, at the time of evaluation of the submissions for the project, the highest scoring Tenderer has two or more projects allocated of which two or more are not more than 80% complete, the next highest scoring Tenderer may be considered for award of the new project.
  - e) Where an award to a Tenderer who currently has two or more projects is contemplated, an assessment of the Tenderers' resources/ capacity to execute an additional project will be undertaken.
  - f) Where the Scope of Work comprises more than one package, a Task Order system may be implemented to give instructions to perform the work of each specific package. Awarding an appointment for a Scope of Works comprising more than one work package shall not constitute a binding commitment to the full Scope of Works. Only the issuing of a Task Order for a specific Work Package shall constitute a binding commitment.

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C.3.12 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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## **T2.1 List of Returnable Documents**

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

T2.2-01 Compliance with eligibility criteria (Signed Form of Offer and Pricing Schedule)

T2.2-06 Eligibility Evaluation Criteria with CVs, Qualifications, proof of Registration

### **2.1.2 Stage One: These schedules will be utilised for evaluation purposes:**

T2.2-06 Eligibility Evaluation Criteria with CVs, Qualifications

### **2.1.3 Returnable Schedules:**

#### **General:**

T.2.2-01 Compliance with eligibility criteria (Signed Form of Offer and Pricing Schedule)

T2.2-02 Authority to submit tender.

T2.2-03 Record of addenda to tender documents

T2.2-04 Letter of Good Standing

T2.2-05 **No document**

T2.2-06 Evaluation Eligibility criteria

T2.2-07 Sub consult CPM 2020 Rev 01

T2.2-08 **No document**

T2.2-09 Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

#### **Agreement and Commitment by Tenderer:**

T2.2-10: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire (SBD6.1 and SBD4)

T2.2-11 Non-Disclosure Agreement

T2.2-12 RFP Declaration Form

T2.2-13 RFP – Breach of Law

T2.2-14 Certificate of Acquaintance with Tender Document

T2.2-15 Service Provider Integrity Pact

T2.2-16      Supplier Code of Conduct

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-17      Insurance provided by the Service Provider

T2.2- 18      Pro forma Performance Guarantee (for use with Option X13)

T2.2- 19      **No document**

T2.2- 20      Three (3) years audited or reviewed financial statements.

T2.2-21      Transnet Supplier Declaration Form

T2.2-22      Agreement in terms of Protection of Personal Information Act 4 of 2013 (POPIA)

## **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 (Pricing Schedule)**

## **2.6 C2.2 Pricing Schedule**



## T2.2-01: Tenderer's Compliance with eligibility criteria

**Any tenderer that fails to meet the eligibility criteria for all 3 Technical Specification requirements below, will be regarded as an unacceptable tender.**

### Tenderer's pre-qualification requirements

|    | <b>Technical Specification requirements to be submitted with RFP</b>                                                                        | <b>Submitted (attached to T2.2-01)<br/>Yes / No</b> | <b>Complied fully to the specification in C3.1 Scope of Works</b> |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------|
| 1. | A fully completed and signed Form of Offer                                                                                                  |                                                     |                                                                   |
| 2. | A fully completed and signed Pricing Schedule (a rate for every discipline within a Group must be returned in Schedule A contained in C2.1) |                                                     |                                                                   |
| 3. | Compliance with the eligibility criteria contained in Schedule A read with Schedule B in Form T2.2-06                                       |                                                     |                                                                   |

## T2.2-02: Authority to submit a Tender.

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

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

### A. Certificate for Company

I, \_\_\_\_\_, chairperson of the board of directors 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.

TRANSNET NATIONAL PORTS AUTHORITY  
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### 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

**T2.2-03: 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.

**T2.2-04 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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## **T2.2-06: Eligibility Schedule – Multi-disciplinary resources**

The tenderer shall submit CVs for the various disciplines indicated in **Schedule A** below.

CVs with attachments shall include sufficient information for Transnet to evaluate in order that eligibility may be determined. CVs of the nominated resources shall meet or exceed the evaluation criteria specified in **Schedule B**.

Notwithstanding that the eligibility requirements are stipulated at the level of an individual, the tender submission may be submitted by a company, Joint Venture/ Consortium, or sole proprietor.

As a minimum each CV shall contain the following, but not be limited to:

- Personal particulars
  - a. Name
  - b. Date and place of birth.
  - c. Education Institution and date(s) studies where completed.
- Tertiary Qualifications (where required in terms of the eligibility criteria)
- Professional Registrations (where required in terms of the eligibility criteria) – proof of professional registration indicating the category of registration, registration number and professional council shall be included. Kindly note that Registration status will be confirmed on the relevant Institutions' web site during the tender evaluation process. Documentary evidence submitted with the tender shall be for purposes of correctly identifying the name and registration number of the specified resource and shall not be the final determinant of Registration status. The registration must be valid at the time of closing of the tender.
- Name of current employer and position in the enterprise (or letter of intent to employ).
- Experience shall be set out as:
  - a. Pre-registration experience,
  - b. Post- registration experience.
  - c. Where experience related to professional registration is not required – total experience shall be indicated.
  - d. Experience shall be set out indicating the assignment and start/ finish dates of each assignment.



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- The following documentation shall be included with each CV:
  - a. Certified copy of ID or driver's license,
  - b. Certified copy of relevant qualification (NB: Only the qualifications required to meet the eligibility criteria are required),
  - c. Proof of valid and current Professional Registration. (NB: Only the Professional Registrations required to meet the eligibility criteria are required). Notwithstanding submission of a valid Professional Registration Certificate, the professional registration status will be checked on the relevant Council's website during evaluation, and the on-line check will be the determinant of registration status. Tenderers are therefore advised that they must keep their professional registration valid throughout the evaluation and contracting period.
- Eligibility criteria for each discipline are set out in **Schedule B**.
- Each CV shall comply with the following:
  - a. Contain a signed and dated statement by the person who is the subject of the CV that all facts contained therein are true and correct.
  - b. Contain a statement that the [***name of entity submitting the tender***] is authorised to submit the CV in respect of tender: **TNPA/2026/07/0002/114560/RFP**.

Any information contained in CVs that is found to be incorrect will be considered a misrepresentation and Transnet reserves the right to act in accordance with the provisions set out elsewhere in this tender document.

The tenderer shall complete and return **Schedule A** including CVs with his/ her tender.

Project Controls Management Disciplines have been grouped as follows:

- **Group A: Project Controls & Cost Management**
  - A2.1. Project Controls Manager
  - A2.2. Lead Cost Engineer
  - A2.3. Cost Engineer
- **Group B: Quantity Surveying**
  - B2.1. Lead Quantity Surveyor
  - B2.2. Quantity Surveyor
- **Group C: Planning & Scheduling**
  - C2.1. Lead Planner
  - C2.2. Planner / Scheduler



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- **Group D: Project Administration & Document Control**

- D2.1. Document Controller
- D2.2. Project Administration

- **Group E: Risk Management**

- E2.1. Risk Management Professional

The Framework will be established at the Group level therefore the minimum acceptable response is to a **group** of disciplines.

Failure to respond **to all disciplines within a group** will result in the tender not being considered an acceptable tender and will not be evaluated further.

The minimum requirement is ONE CV per discipline per region selected.

The same resource (CV) may NOT be nominated in a 2<sup>nd</sup> or 3<sup>rd</sup> region. If a tenderer wishes to be eligible for more than one region, then a different resource/ CV shall be nominated in each region.

The same resource may NOT be nominated for different disciplines in the SAME region.

The same resource may NOT be nominated for different disciplines in the SAME Group.

TNPA is structured into three regions and a Head Office.

The Head Office is based at the Port of Ngqura, in Gqeberha.

The regions with the ports falling within the regions are set out below.

1. Eastern Region
  - a. Port of Richards Bay
  - b. Port of Durban
2. Central Region
  - a. Port of East London
  - b. Port of Ngqura
  - c. Port Elizabeth
3. Western Region
  - a. Port of Mossel Bay
  - b. Port of Cape Town
  - c. Port of Saldanha
  - d. Port Nolloth
  - e. Port of Boegoebaai





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Nomination of a resource or resources shall be made by the tenderer on a regional basis by responding appropriately in **Schedule A**. Notwithstanding one tender process, three regional frameworks for each Group will be created. Where a discipline is required for a project based at a particular port, only the service providers listed in the region in which the port is located will be invited to submit a priced proposal. For *example*, where a Quantity Surveyor is required for a project in the Port of Durban, only the Quantity Surveyors listed on the Eastern Region Framework will be invited to submit priced proposals. Only where a resource/ discipline is not available within a region, will service providers in the next closest region be invited to submit priced proposals

| <b>SCHEDULE A: LIST OF RESOURCES NOMINATED</b><br>(Please read <b>Schedule B</b> for eligibility criteria for each discipline prior to completing this schedule.). |            |                          |                                       |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|---------------------------------------|---------------------------|
| <b>Group</b>                                                                                                                                                       | <b>No.</b> | <b>Discipline</b>        | <b>Name(s) and Surname(s)/ region</b> | <b>CV attached. (Y/N)</b> |
| <b>A. Project Controls &amp; Cost Management</b>                                                                                                                   | A2.1.      | Project Controls Manager | EAST:                                 |                           |
|                                                                                                                                                                    |            |                          | CENTRAL:                              |                           |
|                                                                                                                                                                    |            |                          | WEST:                                 |                           |
|                                                                                                                                                                    | A2.2.      | Lead Cost Engineer       | EAST:                                 |                           |
|                                                                                                                                                                    |            |                          | CENTRAL:                              |                           |
|                                                                                                                                                                    |            |                          | WEST:                                 |                           |
|                                                                                                                                                                    | A2.3.      | Cost Engineer            | EAST:                                 |                           |
|                                                                                                                                                                    |            |                          | CENTRAL:                              |                           |
|                                                                                                                                                                    |            |                          | WEST:                                 |                           |
| <b>B. Quantity Surveying</b>                                                                                                                                       | B2.1.      | Lead Quantity Surveyor   | EAST:                                 |                           |
|                                                                                                                                                                    |            |                          | CENTRAL:                              |                           |
|                                                                                                                                                                    |            |                          | WEST:                                 |                           |
|                                                                                                                                                                    | B2.2.      | Quantity Surveyor        | EAST:                                 |                           |
|                                                                                                                                                                    |            |                          | CENTRAL:                              |                           |
|                                                                                                                                                                    |            |                          | WEST:                                 |                           |
|                                                                                                                                                                    | C2.1.      | Lead Planner             | EAST:                                 |                           |



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| <b>SCHEDULE A: LIST OF RESOURCES NOMINATED</b>                                                                   |            |                              |                                       |                           |
|------------------------------------------------------------------------------------------------------------------|------------|------------------------------|---------------------------------------|---------------------------|
| (Please read <b>Schedule B</b> for eligibility criteria for each discipline prior to completing this schedule.). |            |                              |                                       |                           |
| <b>Group</b>                                                                                                     | <b>No.</b> | <b>Discipline</b>            | <b>Name(s) and Surname(s)/ region</b> | <b>CV attached. (Y/N)</b> |
| <b>C. Planning &amp; Scheduling</b>                                                                              |            |                              | CENTRAL:                              |                           |
|                                                                                                                  |            |                              | WEST:                                 |                           |
|                                                                                                                  | C2.2.      | Planner / Scheduler          | EAST:                                 |                           |
|                                                                                                                  |            |                              | CENTRAL:                              |                           |
|                                                                                                                  |            |                              | WEST:                                 |                           |
|                                                                                                                  |            |                              |                                       |                           |
| <b>D. Project Administration &amp; Document Control</b>                                                          | D2.1       | Document Controller          | EAST:                                 |                           |
|                                                                                                                  |            |                              | CENTRAL:                              |                           |
|                                                                                                                  |            |                              | WEST:                                 |                           |
|                                                                                                                  | D2.2       | Project Administration       | EAST:                                 |                           |
|                                                                                                                  |            |                              | CENTRAL:                              |                           |
|                                                                                                                  |            |                              | WEST:                                 |                           |
| <b>E. Risk Management</b>                                                                                        | E2.1       | Risk Management Professional | EAST:                                 |                           |
|                                                                                                                  |            |                              | CENTRAL:                              |                           |
|                                                                                                                  |            |                              | WEST:                                 |                           |



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## SCHEDULE B: ELIGIBILITY CRITERIA

1. **Schedule B** below contains the eligibility criteria for each discipline.
2. The disciplines contained in **Schedule A**, are aligned with the disciplines in **Schedule B**.
3. Tenderers are advised to consider the eligibility criteria for each resource listed in **Schedule B** *prior* to completing **Schedule A**, and then ensure that the resources provided in **Schedule A** (with the CVs) match or exceed the eligibility criteria set out in **Schedule B**.
4. ***Staff Rates tendered in the Pricing Schedule in C2.1 shall be in respect of staff that meet or exceed the eligibility criteria set out in Schedule B below.***

### Notes to the Eligibility Criteria Schedule B:

1. Registration means registration with the applicable South African Professional Council or Project Management Institute (PMI), where such registration is required or applicable.  
Transnet will not consider professional registration from a non-South African body, except where the applicable resource registration requirement specifically permits registration with an international professional body such as the Project Management Institute (PMI).
2. Professional Registration does not include registration in the "Candidate" category.
3. Where the term "relevant" or "applicable" is used – the decision as to what is "relevant" or "applicable" will be at the sole discretion of Transnet.
4. Where registrations are stipulated as being "in the Built Environment" this means the Professional Councils housed within the South African Council for the Built Environment, except Property Valuation.
5. "Post Registration" Experience means experience accumulated in the specific discipline after the date of registration in the "Professional" category with the applicable Professional Council. Where more than one Professional Registration category is stipulated, "post registration experience" shall be measured from the earlier registration.
6. The qualifications stipulated in schedule B as eligibility criteria are the minimum requirements.
7. Academic transcripts will not be accepted as a substitute for a degree/diploma.
8. SAQA: Means the South African Qualifications Authority (SAQA) regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV refers to qualifications obtained outside of South Africa the tenderer should demonstrate the equivalency of the



non-South African qualification to the South African National Qualifications Framework (NQF levels). The SAQA certificate in respect of the foreign qualification shall be included. Failure to do so may result in the qualification not being evaluated. NQF levels will be determined in line with **Annexure A** to this form T2.2-06. Where a dispute arises over the NQF level of any particular qualification the onus is on the tenderer to provide a verification certificate from SAQA.

9. Locality: The tenderer, by returning a resource for a discipline in a row labelled "EAST," "CENTRAL" or "WEST in Schedule A will be deemed to be selecting a region for which they require to be considered for. If a tenderer has passed the evaluation, the selection made shall be used to create a regional-based sub framework. Where a resource is required for a project, the Framework for the region in which that project is located will be invited to submit priced proposals.
10. Overall Compliance per discipline is achieved where it is shown by the tenderer that the resource submitted equals or exceeds all of the eligibility criteria for that discipline.
11. Overall Compliance for a Group of disciplines is achieved where **all** disciplines within a Group are compliant.
12. A tender that is responsive in terms of the eligibility criteria, is a tender where compliance for all disciplines within a group has been achieved.
13. A tenderer may respond to more than one Group.
14. A tenderer may respond to more than one Region.
15. It is mandatory to submit a response for each discipline in a group and the Pricing Schedule C2.1 must also be completed in respect of **all** disciplines in the Group that the tenderer responds to.



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**SCHEDULE B: ELIGIBILITY CRITERIA**

| #                                                      | DISCIPLINE                      | Qualification Requirement                                                                                      | Registration Requirement                                                                                           | Experience Requirement                                                                                                                              |
|--------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Group A: Project Controls &amp; Cost Management</b> |                                 |                                                                                                                |                                                                                                                    |                                                                                                                                                     |
| A2.1.                                                  | <b>Project Controls Manager</b> | A minimum NQF Level 7 qualification in the Built Environment excluding Property Valuations.                    | Professional registration with PMI (USA), or SACPCMP/ ECSA/ SACQSP or AACEI.                                       | A minimum of 5 (five) years post-registration related experience AND a record of Projects undertaken with a cumulative value of more than R300m.    |
| A2.2.                                                  | <b>Lead Cost Engineer</b>       | A minimum NQF Level 7 qualification in Quantity Surveying or Engineering or Commerce in the Built Environment. | Registration with the SACQSP in the Category Pr. QS or AACEI in the category: CCP or Certified Professional (CCP). | A minimum of 5 (five) years' post-registration related experience AND a record of Project/s undertaken with a cumulative Value greater than R200m.  |
| A2.3.                                                  | <b>Cost Engineer</b>            | A minimum NQF Level 6 qualification in Quantity Surveying or Engineering or Commerce in the Built Environment. | Registration with the SACQSP in the Category Candidate QS or AACEI in the category (CCP).                          | A minimum of 3 (three) years' post-registration related experience AND a record of Project/s undertaken with a cumulative Value greater than R100m. |
| <b>Group B: Quantity Surveying</b>                     |                                 |                                                                                                                |                                                                                                                    |                                                                                                                                                     |
| B2.1.                                                  | <b>Lead Quantity Surveyor</b>   | A minimum NQF Level 7 qualification in Quantity Surveying.                                                     | Registration with the SACQSP in the Category Pr. QS.                                                               | A minimum of 5 (five) years' post-registration related experience AND a record of Project/s undertaken with a cumulative Value greater than R200m.  |
| B2.2.                                                  | <b>Quantity Surveyor</b>        | A minimum NQF Level 6 qualification in Quantity Surveying.                                                     | Registration with the SACQSP in the Category Candidate QS.                                                         | A minimum of 3 (three) years' post-registration related experience AND a record of Project/s undertaken with a cumulative Value greater than R100m. |



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| #                                                             | DISCIPLINE                                      | Qualification Requirement                                                                                                                                                                                                                                                                                                                                                                                               | Registration Requirement | Experience Requirement                                                                                                                                                                                                         |
|---------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Group C: Planning &amp; Scheduling</b>                     |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                                                                                                                                                                                                |
| C2.1.                                                         | <b>Lead Project Planner/Schedule Management</b> | <p>A minimum NQF Level 7 qualification, together with valid certification in both Primavera and MS Project.</p> <p><i>(Should the nominated resource not currently possess Primavera certification, a formal written undertaking must be submitted on the company's official letterhead, duly attached to the curriculum vitae, confirming that the certification will be obtained within an agreed timeframe.)</i></p> | N/A                      | A minimum of 5 (five) years' experience in a multi-disciplinary environment, with related experience in Primavera and MS Project software a record of Projects undertaken with a cumulative value of more than R150m.          |
| C2.2.                                                         | <b>Project Planner/Project Scheduler</b>        | <p>A minimum NQF Level 6 qualification, together with valid certification in both Primavera and MS Project.</p> <p><i>(Should the nominated resource not currently possess Primavera certification, a formal written undertaking must be submitted on the company's official letterhead, duly attached to the curriculum vitae, confirming that the certification will be obtained within an agreed timeframe.)</i></p> | N/A                      | A minimum of 3 (three) years' related experience in a multi-disciplinary environment, with related experience in Primavera and MS Project software a record of Projects undertaken with a cumulative value of more than R100m. |
| <b>Group D: Project Administration &amp; Document Control</b> |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |                                                                                                                                                                                                                                |
| D2.1.                                                         | <b>Document Controller</b>                      | A relevant Administrative/Document Management                                                                                                                                                                                                                                                                                                                                                                           | N/A                      | A minimum of 3 (three) years' related experience in the Built                                                                                                                                                                  |



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| #                    | DISCIPLINE                          | Qualification Requirement                                                                                                                                         | Registration Requirement                                                                                                                       | Experience Requirement                                                                                                                                                                                                                             |
|----------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      |                                     | Diploma or Equivalent qualification.                                                                                                                              |                                                                                                                                                | Environment AND a record of projects undertaken with a cumulative value of greater than R35m.                                                                                                                                                      |
| D2.2.                | <b>Project Administration</b>       | A relevant Administrative/ Document Management Diploma or Equivalent qualification/certification.                                                                 | N/A                                                                                                                                            | A minimum of 3 (three) years' related experience in the Built Environment AND a record of Project/s undertaken with a cumulative Value greater than R35m.                                                                                          |
| <b>Group E: Risk</b> |                                     |                                                                                                                                                                   |                                                                                                                                                |                                                                                                                                                                                                                                                    |
| E2.1.                | <b>Risk Management Professional</b> | A minimum NQF Level 7 qualification in Risk Management or Bachelor's Degree / BTech in Engineering, Construction Management, Built Environment, or related field. | Registration as a Professional Risk Practitioner / or Professional Risk Specialist with the Institute of Risk Management South Africa (IRMSA). | At least 5 years' relevant experience in risk management within infrastructure development and capital projects. A minimum of 2 (two) years post-registration related experience of Projects undertaken with a cumulative value of more than R75m. |

**Index of documentation attached to this schedule:**

Please see **SCHEDULE A** including **Notes to Schedule**

A.....

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## T2.2-07 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:<br>National Treasury Central Supplier Database Registration Number | Nature and extent of work | B-BBEE Certificates or Sworn Affidavit attached to this schedule?<br>Yes/No | Amount of work sub-consulted in Rands (excl. 15% Vat) | Percentage (30%) of the sub-consulted amount in terms of the tendered total of the prices. |
|---|----------------------------------|---------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |
| 2 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |
| 3 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |
| 4 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |
| 5 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |
| 7 |                                  |                                                                                             |                           |                                                                             |                                                       |                                                                                            |

**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).



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## **T2.2-09: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)**

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

**Is the Respondent***(Complete with a "Yes" or "No")*

|                    |  |                                       |  |                                          |  |
|--------------------|--|---------------------------------------|--|------------------------------------------|--|
| <b>A DPIP/FPPO</b> |  | <b>Closely Related to a DPIP/FPPO</b> |  | <b>Closely Associated to a DPIP/FPPO</b> |  |
|--------------------|--|---------------------------------------|--|------------------------------------------|--|

**List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.**

|  | Name of Entity / Business | Role in the Entity Business (Nature of interest/ Participation) | Shareholding % | Registration Number | Status (Mark applicable with an X) |            |
|--|---------------------------|-----------------------------------------------------------------|----------------|---------------------|------------------------------------|------------|
|  |                           |                                                                 |                |                     |                                    | the option |
|  |                           |                                                                 |                |                     |                                    |            |
|  |                           |                                                                 |                |                     |                                    |            |
|  |                           |                                                                 |                |                     |                                    |            |

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

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## T2.2-10 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture or Consortium 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 member of a Joint Venture and be attached as a tender requirement.**

**Section 8: The attached SBD 6.1 must be completed for each member of a Joint Venture and be attached as a tender requirement.**

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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 | _____ |          |       |

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**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of less than or equal 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 Despite the stipulated preference point system, Transnet shall use the lowest acceptable tender to determine the applicable preference point system. Either the 80/20 or 90/10 preference point system will apply .

1.3 Preference points for this tender shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

| DESCRIPTION                                                             | POINTS       |
|-------------------------------------------------------------------------|--------------|
| PRICE                                                                   | <b>80/90</b> |
| <b>Specific Goals</b>                                                   |              |
| B-BBEE Status Level of Contributor 1 or 2<br>EME or QSE 51% Black Owned | <b>20/10</b> |
| Non-compliant and/or B-BBEE Level 3-8 contributors                      | <b>00</b>    |
| Total points for Price and Specific Goals must not exceed               | <b>100</b>   |

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- 1.5 Failure on the part of a tenderer to submit proof of evidence required for any of the specific goals together with the tender will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the 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) **"tender"** 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 tendering 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 tenderer to provide goods or services in accordance with specification as set out in the tender documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

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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 tender invitations, and includes all applicable taxes and excise duties.

(l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20                      or 90/10

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

Where

$P_s$         =        Points scored for comparative price of tender under consideration

$P_t$         =        Comparative price of tender under consideration

$P_{\min}$     =        Comparative price of lowest acceptable tender

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a tenderer for providing evidence in accordance with the table below:

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| Specific Goals                            | Acceptable Evidence                                                                                                                                |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |
| EME or QSE 51% Black Owned                | B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines |

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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>QSE</b>             | <p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a>.]</p> |
| <b>EME<sup>1</sup></b> | <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>                                                                                                                                     |

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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- 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 tender.
- 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 Tenderers 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 Tenderer's responsibility to ensure that his/her tender complies fully with all B-BBEE requirements at the time of the submission of the tender.

**5. TENDER DECLARATION**

- 5.1 Tenderers 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 10 or 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*** )

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

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 Supplier/Service provider
- ☐ Other Suppliers/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;

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- 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 tenderer submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a tender, or where a tenderer 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 tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful tendertenderer subcontracted a portion of the tender to another person without disclosing it, Transnet reserves the right to penalise the tenderer up to 10 percent of the value of the contract;
  - (e) recommend that the tenderer 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 TENDERERS(S)</p> <p>DATE: .....</p> |
|------------------------------------------------|---------------------------------------------------------------------|

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## TENDERER'S DISCLOSURE

## SBD 4.

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to tender. 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 tenderer 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 tender process.

### 2. Tenderer's declaration

2.1 Is the tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |

<sup>2</sup> 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.

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|  |  |  |
|--|--|--|
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|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:  
.....  
.....

2.3 Does the tenderer 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 tendering for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying tender, 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 tender will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

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communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.

- 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 tender, tendering with the intention not to win the tender and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the tenderer with any official of the procuring institution in relation to this procurement process prior to and during the tendering process except to provide clarification on the tender submitted where so required by the institution; and the tenderer was not involved in the drafting of the specifications or terms of reference for this tender.
- 3.6 I am 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

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<sup>3</sup> 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.

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COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|           |                  |
|-----------|------------------|
| .....     | .....            |
| Signature | Date             |
| .....     | .....            |
| Position  | Name of tenderer |

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## **T2.2-11 NON-DISCLOSURE AGREEMENT**

**[AUGUST 2026]**



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**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.

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## 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;

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- 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.

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- 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.

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## **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

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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

**T2.2-12: 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:

\_\_\_\_\_  
\_\_\_\_\_

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Indicate nature of relationship with Transnet:

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*[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 TENDERERS**

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net)
- 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.

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**T2.2-13: REQUEST FOR PROPOSAL – BREACH OF LAW**

NAME OF COMPANY:

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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:

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DATE OF BREACH:

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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

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## **T2.2-14: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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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 Tender. 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;

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- b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
  - f) Tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this Tender relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

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## **T2.2-15 Service Provider Integrity Pact**

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third



person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

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

directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;



- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

#### c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

#### d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

## 4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any

competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not

exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

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

- 
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct;
    - and



- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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



## 8 SANCTIONS FOR VIOLATIONS

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

## 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or

- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances 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 official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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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.

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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 .....

## T2.2-16 : 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.



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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

### ***Conflicts of Interest***

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

Signature

## T2.2-17: 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<br>(See clause 81.1 of the PSC)                                                                                                                                                            | Minimum amount stated in<br>the Contract Data & Name<br>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 |       |         |
| (Other)                                                                                                                                                                                                      |                                                                                                                       |       |         |
|                                                                                                                                                                                                              |                                                                                                                       |       |         |
|                                                                                                                                                                                                              |                                                                                                                       |       |         |



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## T2.2-18: Forms of Securities

### 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 is acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

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## 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 National Ports Authority

Transnet Corporate Centre

138 Eloff Street

Braamfontein

Date:

Johannesburg

2000

Dear Sirs,

### Performance Bond for Contract No.

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

**Framework Agreement for Professional Services Contract for Project Management, Engineering, Project Support and Geospatial Services On "As-And-When" Required Basis for A Duration Of Three (3) Years For All Ports In Transnet National Ports Authority** (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:



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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*.
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\_

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Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

## **T2.2-20: Three (3) years financial statements**

Attached to this schedule is the last three (3) years audited or independently reviewed financial statements of the single tenderer/ members of the Joint Venture/ Consortium. Where an entity is required by law, or where available, then audited financial statements shall be provided.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## **T2.2- 21 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](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://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.

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**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

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

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



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## 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 xxxxxxxx):

|                                                          |                           |                         |                       |               |                       |                       |
|----------------------------------------------------------|---------------------------|-------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Company Trading Name                                     |                           |                         |                       |               |                       |                       |
| Company Registered Name                                  |                           |                         |                       |               |                       |                       |
| Company Registration No Or ID<br>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 <b>YES</b> state the previous details below:          |     |    |
| Trading Name                                             |     |    |
| Registered Name                                          |     |    |
| Company Registration No Or ID<br>No If a Sole Proprietor |     |    |

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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

|                |                           |                        |                       |               |                       |                       |
|----------------|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Form of Entity | CC                        | Trust                  | Pty Ltd               | Limited       | Partnership           | Sole Proprietor       |
|                | Non-profit (NPO's or NPC) | Personal Liability Co  | State Owned Co        | National Govt | Provincial Govt       | Local Govt            |
|                | Educational Institution   | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |

|                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Your Current Company's VAT Registration Status                                                                                                                                     |  |
| VAT Registration Number                                                                                                                                                            |  |
| If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status                                                              |  |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. |  |

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

|                          |  |      |  |
|--------------------------|--|------|--|
| Company Physical Address |  |      |  |
|                          |  | Code |  |
| Company Postal Address   |  |      |  |
|                          |  | Code |  |
| Company Telephone number |  |      |  |
| Company Fax Number       |  |      |  |
| Company E-Mail Address   |  |      |  |
| Company Website Address  |  |      |  |

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
|-----------------------------|--|

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|             |  |
|-------------|--|
| 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<br><b>EME</b> | >R10Million<br><R50Million<br><b>QSE</b> | >R50Million<br><b>Large Enterprise</b> |
|----------------------------------------------|---------------------------|------------------------------------------|----------------------------------------|

|                                                                                                                                                                                                                                                                                                |  |                                      |  |                                      |  |                         |          |          |          |          |          |          |          |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|--|--------------------------------------|--|-------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Does your company have a valid proof of B-BBEE status?                                                                                                                                                                                                                                         |  |                                      |  |                                      |  | Yes                     |          | No       |          |          |          |          |          |          |
| Please indicate your Broad Based BEE status (Level 1 to 9)                                                                                                                                                                                                                                     |  |                                      |  |                                      |  | <b>1</b>                | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
| 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            |  |                         |          |          |          |          |          |          |          |          |
| <b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none"> <li>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;</li> </ul> |  |                                      |  |                                      |  |                         |          |          |          |          |          |          |          |          |

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

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|                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <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 &amp; BDO etc.).</p> |                                                                                                             |
| <p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <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>YES   <input type="radio"/>   NO   <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p> |
| <p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>                                                                                                                                                                                                                                                          | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>SUPPLIER DEVELOPMENT BENEFICIARY</b></p> <p>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.)</p>                                                                                                                                               | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>GRADUATION FROM ED TO SD BENEFICIARY</b></p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>                                                                                                                                                                                                                                     | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |
| <p><b>ENTERPRISE DEVELOPMENT RECIPIENT</b></p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>                                                                                                                                                                                                                                                              | <p>YES   <input type="radio"/>   NO   <input type="radio"/></p>                                             |

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**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        |  |

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## 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

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## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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:

|                                                        |  |
|--------------------------------------------------------|--|
| <b>Enterprise Name:</b>                                |  |
| <b>Trading Name (If Applicable):</b>                   |  |
| <b>Registration Number:</b>                            |  |
| <b>Enterprise Physical Address:</b>                    |  |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |  |
| <b>Nature of Business:</b>                             |  |



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|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Definition of "Black People"</b>            | <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</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-<br/>i. before 27 April 1994; or<br/>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>                                                                                                                                                                           |
| <b>Definition of "Black Designated Groups"</b> | <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:

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- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was

between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

|                          |                                                              |  |
|--------------------------|--------------------------------------------------------------|--|
| 100% Black Owned         | <b>Level One</b> (135% B-BBEE procurement recognition level) |  |
| At Least 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition level) |  |

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

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

### Deponent Signature

.....

### Date

.....

### Commissioner of Oaths

Signature & stamp

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## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

---

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

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:

|                                                        |  |
|--------------------------------------------------------|--|
| <b>Enterprise Name:</b>                                |  |
| <b>Trading Name (If Applicable):</b>                   |  |
| <b>Registration Number:</b>                            |  |
| <b>Enterprise Physical Address:</b>                    |  |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |  |

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|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Nature of Business:</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Definition of "Black People"</b>            | <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 naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>                                                                                                                                                               |
| <b>Definition of "Black Designated Groups"</b> | <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,

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

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

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## 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 <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ). |     |    |
| 4. Certified ( <b>Not Older than 3 Months</b> ) 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 <b>Physical</b> and <b>Postal</b> address.                                                       |     |    |
| 8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.                                                          |     |    |

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|                                                                                                                                         |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p>9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.</p> |  |  |
| <p>10. Central Supplier Database (CSD) Summary Registration Report.</p>                                                                 |  |  |

## **T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent



from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
*Insert name of Service Provider*

(Operator)

Authorised signatory for and on behalf .....

*(Insert name of Service Provider)* who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## C1.1 FORM OF OFFER & ACCEPTANCE – EASTERN REGION

### Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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.

| Group No | Group Name                                                                      | Price |
|----------|---------------------------------------------------------------------------------|-------|
| A        | <b>Project Controls &amp; Cost Management price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |
| B        | <b>Quantity Surveying Group price brought forward from C2.2.1</b>               | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |



TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

| Group No | Group Name                                                                                   | Price |
|----------|----------------------------------------------------------------------------------------------|-------|
| C        | <b>Planning &amp; Scheduling Group price brought forward from C2.2.1</b>                     | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| D        | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| E        | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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.



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***The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for contracting purposes.***

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 for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of 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 in respect of the rates and percentages tendered, and 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.



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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)

Name(s)

Capacity

**for the  
Employer:**

Transnet SOC (Ltd)

Name &  
signature of  
witness

Date

## Schedule of Deviations

| No. | Subject | Details |
|-----|---------|---------|
| 1   | .....   | .....   |
| 2   | .....   | .....   |
| 3   | .....   | .....   |
| 4   | .....   | .....   |
| 5   | .....   | .....   |
| 6   | .....   | .....   |
| 7   | .....   | .....   |

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.





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|                             | <b>For the <i>tenderer</i>:</b>                           | <b>For the <i>Employer</i></b> |
|-----------------------------|-----------------------------------------------------------|--------------------------------|
| Signature                   | _____                                                     | _____                          |
| Name                        | _____                                                     | _____                          |
| Capacity                    | _____                                                     | _____                          |
| On behalf of                | _____<br><i>(Insert name and address of organisation)</i> | <b>Transnet SOC (Ltd)</b>      |
| Name & signature of witness | _____                                                     | _____                          |
| Date                        | _____                                                     | _____                          |

## C1.1 FORM OF OFFER & ACCEPTANCE – CENTRAL REGION

### Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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.

| Group No | Group Name                                                                      | Price |
|----------|---------------------------------------------------------------------------------|-------|
| A        | <b>Project Controls &amp; Cost Management price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |
| B        | <b>Quantity Surveying Group price brought forward from C2.2.1</b>               | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |



TRANSNET NATIONAL PORTS AUTHORITY

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| Group No | Group Name                                                                                   | Price |
|----------|----------------------------------------------------------------------------------------------|-------|
| C        | <b>Planning &amp; Scheduling Group price brought forward from C2.2.1</b>                     | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| D        | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| E        | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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.



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***The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for contracting purposes.***

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 for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of 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 in respect of the rates and percentages tendered, and 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.



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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)

Name(s)

Capacity

**for the  
Employer:**

Transnet SOC (Ltd)

Name &  
signature of  
witness

Date

## Schedule of Deviations

| No. | Subject | Details |
|-----|---------|---------|
| 1   | .....   | .....   |
| 2   | .....   | .....   |
| 3   | .....   | .....   |
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| 6   | .....   | .....   |
| 7   | .....   | .....   |

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.



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|                             | <b>For the <i>tenderer</i>:</b>                                                                              | <b>For the <i>Employer</i></b>                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Signature                   | _____                                                                                                        | _____                                                                                 |
| Name                        | _____                                                                                                        | _____                                                                                 |
| Capacity                    | _____                                                                                                        | _____                                                                                 |
| On behalf of                | <div style="border: 1px solid black; padding: 2px;"> <i>(Insert name and address of organisation)</i> </div> | <div style="border: 1px solid black; padding: 2px;"> <b>Transnet SOC (Ltd)</b> </div> |
| Name & signature of witness | _____                                                                                                        | _____                                                                                 |
| Date                        | _____                                                                                                        | _____                                                                                 |



## C1.1 FORM OF OFFER & ACCEPTANCE – WESTERN REGION

### Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a Framework Contract for the provision of multi-disciplinary services and project support services for infrastructure projects.

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.

| Group No | Group Name                                                                      | Price |
|----------|---------------------------------------------------------------------------------|-------|
| A        | <b>Project Controls &amp; Cost Management price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |
| B        | <b>Quantity Surveying Group price brought forward from C2.2.1</b>               | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>            | R     |
|          | 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)                                                                      |       |



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| Group No | Group Name                                                                                   | Price |
|----------|----------------------------------------------------------------------------------------------|-------|
| <b>C</b> | <b>Planning &amp; Scheduling Group price brought forward from C2.2.1</b>                     | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| <b>D</b> | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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)                                                                                   |       |
| <b>E</b> | <b>Project Administration &amp; Document Control Group price brought forward from C2.2.1</b> | R     |
|          | <b>Mark-up on Disbursements brought forward from C2.2.3 Table C.</b>                         | R     |
|          | 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.



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***The offer tendered herewith is for purposes of evaluation only and does not reflect the value of any appointment. The rates and/ or percentages tendered in the Pricing Schedules (C.2.2.1, C.2.2.2 and C.2.2.3) will be used for contracting purposes.***

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 for evaluation purposes. The rates and percentages tendered in the Pricing Schedule will form the basis of any further Work Package orders, and not the total of prices contained in the Form of 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 in respect of the rates and percentages tendered, and 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) |
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| 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.



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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)

Name(s)

Capacity

**for the  
Employer:**

Transnet SOC (Ltd)

Name &  
signature of  
witness

Date

## Schedule of Deviations

| No. | Subject | Details |
|-----|---------|---------|
| 1   | .....   | .....   |
| 2   | .....   | .....   |
| 3   | .....   | .....   |
| 4   | .....   | .....   |
| 5   | .....   | .....   |
| 6   | .....   | .....   |
| 7   | .....   | .....   |

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.



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**For the *tenderer*:**

**For the *Employer***

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

**Transnet SOC (Ltd)**

Name &  
signature  
of witness

Date



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## C1.2 Contract Data

### Part one - Data provided by the *Employer*

| Clause | Statement                                                                                 | Data                                               |
|--------|-------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1      | <b>General</b>                                                                            |                                                    |
|        | The <i>conditions of contract</i> are the core clauses and the clauses for main Option    |                                                    |
|        |                                                                                           | <b>G: Term contract</b>                            |
|        | dispute resolution Option                                                                 | <b>W1: Dispute resolution procedure</b>            |
|        | and secondary Options                                                                     |                                                    |
|        |                                                                                           | <b>X1: Price adjustment for inflation</b>          |
|        |                                                                                           | <b>X2: Changes in the law</b>                      |
|        |                                                                                           | <b>X7: Delay damages</b>                           |
|        |                                                                                           | <b>X9: Transfer of rights</b>                      |
|        |                                                                                           | <b>X10: <i>Employer's Agent</i></b>                |
|        |                                                                                           | <b>X11: Termination by the <i>Employer</i></b>     |
|        |                                                                                           | <b>X18: Limitation of liability</b>                |
|        |                                                                                           | <b>X20: Key performance indicators</b>             |
|        |                                                                                           | <b>Z: <i>Additional conditions of contract</i></b> |
|        | of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) |                                                    |
| 10.1   | The <i>Employer</i> is (Name):                                                            | <b>Transnet SOC Ltd</b>                            |





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|                                                                              |                                                                                 |                                                                                                                                                                                                                                                                      |                                                                 |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Address                                                                      |                                                                                 | Transnet Corporate Centre<br>138 Eloff Street<br>Braamfontein<br>Johannesburg<br>2000                                                                                                                                                                                |                                                                 |
| Having elected its Contractual Address for the purposes of this contract as: |                                                                                 | Transnet National Port Authority<br>Administration Building<br>(eMendi)<br>Neptune road, off Klub Road<br>Port of Ngqura<br>Port Elizabeth 6212                                                                                                                      |                                                                 |
| 11.2(9)                                                                      | The <i>services</i> are                                                         | Framework Agreement for Professional Services Contract for Project Management, Engineering, Project Support and Geospatial Services On “As-And-When” Required Basis for A Duration of Three (3) Years for All Ports in Transnet National Ports Authority             |                                                                 |
| 11.2(10)                                                                     | The following matters will be included in the Risk Register                     | N/A – to be stated in the 2 <sup>nd</sup> stage of procurement.                                                                                                                                                                                                      |                                                                 |
| 11.2(11)                                                                     | The Scope is in                                                                 | Part C3.1: The Scope of the Contract Document. A project-specific scope will be issued at the 2 <sup>nd</sup> stage of procurement.                                                                                                                                  |                                                                 |
| 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, except if the <i>Project Manager's</i> authority to agree to increases in Prices and/or Time is exceeded and he needs to refer the application to a higher delegation of authority (DoA), then the period for reply is an additional eight (8) weeks. |                                                                 |
| 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 N/A – to be stated in the 2 <sup>nd</sup> stage of procurement.                                                                                                                                                                                                    | N/A – to be stated in the 2 <sup>nd</sup> stage of procurement. |

### 3 Time



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|          |                                                                              |                                                                                                                                                                                                                                                                            |                                                                                                                       |
|----------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 31.2     | The <i>starting date</i> is                                                  | <b>For the Framework: will be the date of issue of a letter to tenderers confirming their acceptance onto the Framework Contract.</b><br><b>For a Task Order: will be when approval of a Task order is issued and an instruction to proceed is issued by the employer.</b> |                                                                                                                       |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>services</i> is           | <b>Three years from the starting date or Completion of any Task orders issued within three years of the starting date, whichever is the later.</b>                                                                                                                         |                                                                                                                       |
| 11.2(6)  | The <i>key dates</i> and the <i>conditions</i> to be met are:                | <b>Condition to be met</b>                                                                                                                                                                                                                                                 | <b>key date</b>                                                                                                       |
|          |                                                                              | 1 N/A – to be stated in the 2 <sup>nd</sup> stage of procurement.                                                                                                                                                                                                          | N/A – to be stated in the 2 <sup>nd</sup> stage of procurement.                                                       |
| 31.1     | The <i>Consultant</i> is to submit a first programme for acceptance within   | <b>2 (two) weeks of the Contract Date where applicable.</b>                                                                                                                                                                                                                |                                                                                                                       |
| 32.2     | The <i>Consultant</i> submits revised programmes at intervals no longer than | <b>4 (four) weeks.</b>                                                                                                                                                                                                                                                     |                                                                                                                       |
| <b>4</b> | <b>Quality</b>                                                               |                                                                                                                                                                                                                                                                            |                                                                                                                       |
| 40.2     | The quality policy statement and quality plan are provided within            | <b>2 (two) weeks of the Contract Date.</b>                                                                                                                                                                                                                                 |                                                                                                                       |
| 41.1     | The <i>defects date</i> is                                                   | <b>To be stated in the 2<sup>nd</sup> stage of procurement</b>                                                                                                                                                                                                             |                                                                                                                       |
| <b>5</b> | <b>Payment</b>                                                               |                                                                                                                                                                                                                                                                            |                                                                                                                       |
| 50.1     | The <i>assessment interval</i> is on the                                     | <b>18<sup>th</sup> day of each successive month.</b>                                                                                                                                                                                                                       |                                                                                                                       |
| 50.3     | The <i>expenses</i> stated by the <i>Employer</i> are                        | <b>Item</b>                                                                                                                                                                                                                                                                | <b>Amount</b>                                                                                                         |
|          |                                                                              | 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. |



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|          |                                                                                                                                             | <b>Accommodation</b>                                                                                                                                        | <b>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</b> |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 51.1     | The period within which payments are made is                                                                                                | <b>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.</b>    |                                                                                                                              |
| 51.2     | The <i>currency of this contract</i> is the                                                                                                 | <b>South African Rand (ZAR).</b>                                                                                                                            |                                                                                                                              |
| 51.5     | The <i>interest rate</i> is                                                                                                                 | <b>The prime lending rate of the Rand Merchant Bank of South Africa.</b>                                                                                    |                                                                                                                              |
| <b>6</b> | <b>Compensation events</b>                                                                                                                  | <b>No additional data required for this section of the <i>conditions of contract</i>.</b>                                                                   |                                                                                                                              |
| <b>7</b> | <b>Rights to material</b>                                                                                                                   | <b>No additional data required for this section of the <i>conditions of contract</i>.</b>                                                                   |                                                                                                                              |
| <b>8</b> | <b>Indemnity, insurance and liability</b>                                                                                                   |                                                                                                                                                             |                                                                                                                              |
| 81.1     | The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are                                            |                                                                                                                                                             |                                                                                                                              |
|          | <b>Event</b>                                                                                                                                | <b>Cover</b>                                                                                                                                                | <b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>                                |
|          | failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> | <b>Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims</b> | <b>52 Weeks</b>                                                                                                              |



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|                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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> | <p><b>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</b></p>                                                                              |
| <p>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</p>                                         | <p><b>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.</b></p>                                                                                                                                     |
| <p>Motor Vehicle Liability Insurance</p>                                                                                                                                                             | <p><b>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</b></p>                                                                                                                                                                                                                                                                                                           |
| <p>81.1 The <i>Employer</i> provides the following insurances</p>                                                                                                                                    | <p><b>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>.</b></p> <p><b>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></b></p> |



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|           |                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 | <b><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 (to be determined at the secondary procurement stage).</i></b> |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                               | <b>No additional data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>A</b>  | <b>Priced contract with activity schedule</b>                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 21.3      | The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than                                                                      | <b>4 weeks.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>G</b>  | <b>Term contract</b>                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 21.4      | The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than                                                                | <b>4 weeks.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| W1.1      | The <i>Adjudicator</i> is                                                                                                                                                        | <b>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>. Where Transnet has established a Framework of <i>Adjudicators</i>, appointment of an <i>Adjudicator</i> will be in terms of the Transnet Framework of <i>Adjudicators</i>.</b>                                                                                                                                                                                                                                                                                               |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:                                                                                                                                       | <b>the Association of Arbitrators (Southern Africa)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                                                                          | <b>Arbitration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                                                              | <b>The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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The place where arbitration is to be held is

**In respect of projects in the Eastern Region:**  
**Durban**

**In respect of projects in the Central Region:**  
**Port Elizabeth**

**In respect of projects in the Western Region:**  
**CapeTown**

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)**

|            |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>12</b>  | <b>Data for secondary Option clauses</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>X1</b>  | <b>Price adjustment for inflation</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                              |
| X1.1       | The <i>index</i> is                                                       | <b>Statistics SA Publication P0141</b>                                                                                                                                                                                                                                                                                                                                                                       |
|            | The <i>staff rates</i> are                                                | <b>Set out in Section A of C 2.2.1</b>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>X2</b>  | <b>Changes in the law</b>                                                 |                                                                                                                                                                                                                                                                                                                                                                                                              |
| X2.1       | The <i>law of the project</i> is                                          | <b>South African.</b>                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>X4</b>  | <b>Parent company guarantee</b>                                           | <b>No additional data is required for this Option</b>                                                                                                                                                                                                                                                                                                                                                        |
| <b>X7</b>  | <b>Delay damages</b>                                                      |                                                                                                                                                                                                                                                                                                                                                                                                              |
| X7.1       | Delay damages for late Completion of the whole of the <i>services</i> are | <b>Delay damages shall apply only to individual Task Orders and not to the Framework Contract. Delay damages for late Completion shall be R2500 per calendar day, limited to a maximum of 10% of the final value of the applicable Task Order.</b>                                                                                                                                                           |
| <b>X9</b>  | <b>Transfer of rights</b>                                                 | <b>The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.</b> |
| <b>X10</b> | <b>The <i>Employer's Agent</i></b>                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |
| X10.1      | The <i>Employer's Agent</i> is                                            |                                                                                                                                                                                                                                                                                                                                                                                                              |
|            | Name:                                                                     | <b>To be advised.</b>                                                                                                                                                                                                                                                                                                                                                                                        |
|            | Address                                                                   | <b>To be advised</b>                                                                                                                                                                                                                                                                                                                                                                                         |



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The authority of the *Employer's Agent* is

**Fully empowered to act on behalf of the *Employer* for the services covered by the contract.**

|            |                                                                                                                                            |                                                                     |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>X18</b> | <b>Limitation of liability</b>                                                                                                             |                                                                     |
| X18.1      | The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                 | <b>To be determined at the 2<sup>nd</sup> stage of procurement</b>  |
| 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: | <b>The cost of correcting the defect (The Total of the Prices).</b> |
| X18.3      | The <i>end of liability date</i> is                                                                                                        | <b>To be determined at the 2<sup>nd</sup> stage of procurement</b>  |
| <b>X20</b> | <b>Key Performance Indicators (not used when Option X12 also applies)</b>                                                                  | <b>Contract skills Development Goals.</b>                           |
| X20.1      | The <i>incentive schedule</i> for Key Performance Indicators is in                                                                         | <b>N/A</b>                                                          |
| X20.2      | A report of performance against each Key Performance Indicator is provided at intervals of                                                 | <b>4 months</b>                                                     |
| <b>Z</b>   | <b><i>Additional conditions of contract</i></b>                                                                                            |                                                                     |
|            | The <i>additional conditions of contract</i> are                                                                                           |                                                                     |

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## **Z1 Obligations in respect of Joint Venture Agreements**

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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 *Consultant* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

**Z2 Additional obligations in respect of Termination**





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|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z2.1      | <p>The following will be included under core clause 90.1:<br/>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings</li> <li>• repudiated this Contract</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |
| Z2.2      | <p><i>Clause 90.5 is added as an additional clause</i><br/>Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z3</b> | <b>Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Z3.1      | <p>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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol> |
| <b>Z4</b> | <b>Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



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|           |                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z4.1      | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b> | Any declared, exposed or confirmed tender rigging.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Z4.1.1    |                                                                                                                                                 | The <i>Consultant</i> further undertakes:<br>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      | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b> | Politically Exposed Persons including any allegations with regards to State Capture.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Z4.3      | <b>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:</b> | Listing by any State Entity on the National Treasury register of tender defaulters and the National Treasury register of restricted suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z5</b> | <b>Protection of Personal Information Act</b>                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



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|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z6</b>  | <b>Time</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 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> |
| <b>Z7</b>  | <b>Compensation Events</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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> .                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z8</b>  | <b>Limitation of liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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>                                                                                                                                                                                                                                                                                                            |
| <b>Z9</b>  | <b>Additional clauses relating to cession of rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 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> .                                                                                                                                                                                                                                                             |
| <b>Z10</b> | <b>Additional clauses relating to interpretation of the law</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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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| <b>Z11</b> | <b><i>Employer's Step-in rights</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z11.1      | If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .                                                                                                                                                                        |
| Z11.2      | The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent <i>works</i> ) and generally does all things required by the <i>Employers' Agent</i> to achieve this end. |
| Z12        | CIDB Contract Skills Development Goals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Z12.1      | The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Z12.2      | The CSDG for this contract is 7,5% of the hours invoiced and paid under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Z12.3      | Any Task Order, irrespective of whether it is under Option A, E or G, shall contain a breakdown of hours making up the basis of estimate for that Task Order, which will be used as the basis for determining the hours attributable to the CSDG.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Z12.4      | Low performance damages for failure to achieve the contracted CSDG shall be applicable at the rate of:<br>$2 \times (\text{Contracted CSDG\%} - \text{Actual CSDG\%}) \times (\text{the highest hourly rate tendered in Schedule A of C2.1}).$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Z12.5      | The target of the CSDG will be Work Integrated Learnerships or graduates who are registered as Candidates towards achievement of Professional Registration in the Built Environment, excluding Property Valuers.<br>Transnet reserves the right to second its own staff                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



who fall into these categories, to the consultant, who shall provide the required mentoring.

---

Z13.

Z13.1

### **Part one - Data provided by the Employer.**

1. There is no contract to be signed at this stage of procurement.
2. Transnet National Ports Authority will use Transnet approved forms of contracts – NEC3 – Professional Services Contract to contract with the successful service provider following a secondary procurement process (from the framework contract list) has been concluded and a tender has been awarded to a successful bidder.
3. The following are basic terms and conditions of the Framework Contract to be applied to all service providers admitted to the framework contract:

Z13.2

Z13.2.1

### **Management and Procurement within the Framework Contract**

#### **1. Terms and Conditions of the Framework Contract**

- a) Where applicable equalized or averaged common rates will be used at this stage.
- b) Service Providers' rates, cost parameters or prices must be market related and will be fixed for the 1st year of this framework contract. Rates or prices may be escalated on the anniversary of the framework contract. The escalation will be at the general inflation rate determined by the Statistics SA Publication P0141. The values of rates shall be increased by applying the annual inflation rate, prevailing at the time. Eighty five percent (85% of the rate will be subject to escalation at the CPI index – "Headline Inflation"). Fifteen percent (15%) of the rate will remain fixed.
- c) For work packages that have been issued prior to the anniversary of this framework, but the work continues beyond the anniversary of the framework, only the portion of the work which falls into the next year may be escalated.

- d) For the above escalation (c) to be properly administered, at the beginning of the contract, the service provider must submit a works programme / schedule to the employer, and it must be approved by the representative of the employer for the project. Only that portion of work falling into the following year and defined on the approved program will be subject to escalation.
-



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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) 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):<br>Address<br>Tel No.<br>Fax No.                                                                                                                            |                                                                                                                                                     |
| 22.1     | The <i>Consultant's</i> key persons are:<br>1 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience:<br>2 Name:<br>Job:<br>Responsibilities:<br>Qualifications:<br>Experience: |                                                                                                                                                     |
| Info.    |                                                                                                                                                                                              | <b>CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled T2.2-06: Evaluation – Eligibility Criteria</b> |
| 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                                                                                                                                  |                                                                                                                                                     |



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| 11.2(13) | The <i>staff rates</i> are: | name/designation | Rate<br>To be returned via<br>Schedule B of C2.1 |
|----------|-----------------------------|------------------|--------------------------------------------------|
|----------|-----------------------------|------------------|--------------------------------------------------|

| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | access to                                                      | access date                                                  |
|------|---------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|
|      |                                                                                 | 1 To be determined at the 2 <sup>nd</sup> stage of procurement | To be determined at the 2 <sup>nd</sup> stage of procurement |
|      |                                                                                 | 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 |
|------|---------------------------------------------------------|------|--------|
|------|---------------------------------------------------------|------|--------|

## G Term contract

|          |                                |
|----------|--------------------------------|
| 11.2(25) | The <i>task schedule</i> is in |
|----------|--------------------------------|



### **C2.1.1 Pricing Instructions: Option G**

#### **How the contract prices work and assessment for progress payments**

The rates stated in this Pricing Schedule are people rates applicable to services instructed through Task Orders issued during the term of the contract.

Payment shall be assessed based on:

- Approved hours worked against a Task Order;
- The tendered hourly rates;
- Approved reimbursable expenses where applicable; and
- Compensation Events assessed in accordance with the Contract.

The hours reflected in this Pricing Schedule are evaluation quantities only and do not constitute a commitment by the Employer to order any minimum quantity of services.

#### **Identified and defined terms and conditions**

The amount due at each assessment date is based on the approved hours worked under Task Orders multiplied by the applicable tendered hourly rates together with any approved reimbursable expenses.

#### **Measurement and Payment**

The rates stated in this Pricing Schedule shall apply to all Services instructed under Task Orders issued during the term of the Contract.

The hours stated in this Pricing Schedule are evaluation quantities only and are provided solely for tender evaluation purposes. They do not constitute a commitment by the *Employer* to order any minimum quantity of Services.

The amount due at each assessment date shall be based on:

- the actual hours worked by the Consultant's personnel in providing the Services instructed through an authorised Task Order;
- the applicable tendered hourly rates contained in this Pricing Schedule;
- approved reimbursable expenses where expressly provided for in the Contract Data or Task Order; and
- amounts arising from Compensation Events assessed in accordance with the Contract.

The *Consultant* shall maintain accurate time records for all personnel assigned to Task Orders and shall submit supporting timesheets or other records reasonably required by the Service Manager for assessment of payment.

Payment for Services shall be limited to work carried out under authorised Task Orders issued in accordance with the Contract.

The tendered hourly rates shall be deemed to include all costs associated with providing the Services, including overheads, profit, administration, supervision, statutory obligations and all other costs not specifically identified as reimbursable expenses.

All disbursements (including travel, accommodation, and meals) for all ports must be incorporated into the *Consultant's* rates. Travel from the base office (i.e. the location where the assigned resource is stationed) to site, as well as any additional ad hoc meetings related to project management, will be reimbursed where such travel is necessary and has been pre-approved.

Road travel using private or company vehicles will be reimbursed in accordance with the prevailing Automobile Association (AA) rates. Accommodation must be limited to three-star (3★) hotels or similar, be reasonably priced, and supported by receipts. All air travel must be in economy class, and bookings should be made in a cost-effective manner.

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### Pricing Schedule: Eastern Region – Ports of Durban and Richards' Bay

#### C2.2.1 Pricing Schedule : SECTION A: The staff rates are:

**Note:** The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.

| Group                                                   | No.  | Discipline               | Hours | Port         | Hourly Rate | Total |
|---------------------------------------------------------|------|--------------------------|-------|--------------|-------------|-------|
| Group A:<br>Project<br>Controls &<br>Cost<br>Management | A2.1 | Project Controls Manager | 1500  | Durban       |             |       |
|                                                         |      |                          | 1500  | Richards Bay |             |       |
|                                                         | A2.2 | Lead Cost Engineer       | 1000  | Durban       |             |       |
|                                                         |      |                          | 1000  | Richards Bay |             |       |
|                                                         | A2.3 | Cost Engineer            | 1500  | Durban       |             |       |
|                                                         |      |                          | 1500  | Richards Bay |             |       |
| Subtotal carried forward to form of offer               |      |                          |       |              |             |       |
| Group                                                   | No.  | Discipline               | Hours | Port         | Hourly Rate | Total |
| Group B:<br>Quantity<br>Surveying                       | B2.1 | Lead Quantity Surveyor   | 1000  | Durban       |             |       |
|                                                         |      |                          | 1000  | Richards Bay |             |       |
|                                                         | B2.2 | Quantity Surveyor        | 1500  | Durban       |             |       |
|                                                         |      |                          | 1500  | Richards Bay |             |       |
| Subtotal carried forward to form of offer               |      |                          |       |              |             |       |

| Group                                                          | No. | Discipline                         | Hours | Port         | Hourly Rate | Total |
|----------------------------------------------------------------|-----|------------------------------------|-------|--------------|-------------|-------|
| Group C:<br>Planning &<br>Scheduling                           | C.1 | Lead Project Planner               | 1000  | Durban       |             |       |
|                                                                |     |                                    | 1000  | Richards Bay |             |       |
|                                                                | C.2 | Project Planner/ Project Scheduler | 1500  | Durban       |             |       |
|                                                                |     |                                    | 1500  | Richards Bay |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |              |             |       |
| Group                                                          | No. | Discipline                         | Hours | Port         | Hourly Rate | Total |
| Group D:<br>Project<br>Administration<br>& Document<br>Control | D.1 | Document Controller                | 1000  | Durban       |             |       |
|                                                                |     |                                    | 1000  | Richards Bay |             |       |
|                                                                | D.2 | Project Administration             | 1000  | Durban       |             |       |
|                                                                |     |                                    | 1000  | Richards Bay |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |              |             |       |
| Group                                                          | No. | Discipline                         | Hours | Port         | Hourly Rate | Total |
| Group E:<br>Risk<br>Management                                 | E.1 | Risk Management                    | 1000  | Durban       |             |       |
|                                                                |     | Professional                       | 1000  | Richards Bay |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |              |             |       |

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### Pricing Schedule: Central Region – Ports of East London, Ngqura and Port Elizabeth

#### C2.2.1 Pricing Schedule: SECTION B: The staff rates are:

**Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.**

| Group                                          | No.  | Discipline               | Hours | Port           | Hourly Rate | Total |
|------------------------------------------------|------|--------------------------|-------|----------------|-------------|-------|
| Group A:<br>Project Controls & Cost Management | A2.1 | Project Controls Manager | 1500  | East London    |             |       |
|                                                |      |                          | 1500  | Ngqura         |             |       |
|                                                |      |                          | 1500  | Port Elizabeth |             |       |
|                                                | A2.2 | Lead Cost Engineer       | 1000  | East London    |             |       |
|                                                |      |                          | 1000  | Ngqura         |             |       |
|                                                |      |                          | 1000  | Port Elizabeth |             |       |
|                                                | A2.3 | Cost Engineer            | 1500  | East London    |             |       |
|                                                |      |                          | 1500  | Ngqura         |             |       |
|                                                |      |                          | 1500  | Port Elizabeth |             |       |
| Subtotal carried forward to form of offer      |      |                          |       |                |             |       |
| Group                                          | No.  | Discipline               | Hours | Port           | Hourly Rate | Total |
| Group B:<br>Quantity Surveying                 | B2.1 | Lead Quantity Surveyor   | 1000  | East London    |             |       |
|                                                |      |                          | 1000  | Ngqura         |             |       |
|                                                |      |                          | 1000  | Port Elizabeth |             |       |
|                                                | B2.2 | Quantity Surveyor        | 1500  | East London    |             |       |
|                                                |      |                          | 1500  | Ngqura         |             |       |
|                                                |      |                          | 1500  | Port Elizabeth |             |       |
| Subtotal carried forward to form of offer      |      |                          |       |                |             |       |

| Group                                                          | No. | Discipline                         | Hours | Port           | Hourly Rate | Total |
|----------------------------------------------------------------|-----|------------------------------------|-------|----------------|-------------|-------|
| Group C:<br>Planning &<br>Scheduling                           | C.1 | Lead Project Planner               | 1000  | East London    |             |       |
|                                                                |     |                                    | 1000  | Ngqura         |             |       |
|                                                                |     |                                    | 1000  | Port Elizabeth |             |       |
|                                                                | C.2 | Project Planner/ Project Scheduler | 1500  | East London    |             |       |
|                                                                |     |                                    | 1500  | Ngqura         |             |       |
|                                                                |     |                                    | 1500  | Port Elizabeth |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |                |             |       |
| Group                                                          | No. | Discipline                         | Hours | Port           | Hourly Rate | Total |
| Group D:<br>Project<br>Administration<br>& Document<br>Control | D.1 | Document Controller                | 1000  | East London    |             |       |
|                                                                |     |                                    | 1000  | Ngqura         |             |       |
|                                                                |     |                                    | 1000  | Port Elizabeth |             |       |
|                                                                | D.2 | Project Administration             | 1000  | East London    |             |       |
|                                                                |     |                                    | 1000  | Ngqura         |             |       |
|                                                                |     |                                    | 1000  | Port Elizabeth |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |                |             |       |
| Group                                                          | No. | Discipline                         | Hours | Port           | Hourly Rate | Total |
| Group E:<br>Risk<br>Management                                 | E.1 | Risk Management                    | 1000  | East London    |             |       |
|                                                                |     | Professional                       | 1000  | Ngqura         |             |       |
|                                                                |     |                                    | 1000  | Port Elizabeth |             |       |
| Subtotal carried forward to form of offer                      |     |                                    |       |                |             |       |

TRANSNET NATIONAL PORT AUTHORITY

TENDER NUMBER:

DESCRIPTION OF THE SERVICES: FRAMEWORK AGREEMENT PROFESSIONAL SERVICES CONTRACT FOR PROJECT CONTROLS MANAGEMENT ON AN "AS AND WHEN" REQUIRED BASIS FOR A DURATION OF THREE (3) YEARS FOR ALL PORTS IN TRANSNET NATIONAL PORTS AUTHORITY

**Pricing Schedule: Western Region - Ports of Mossel Bay, Cape Town, Saldanha, Port Nolloth and Boegoe Baai**

**C2.2.1 Pricing Schedule: SECTION C: The staff rates are:**

**Note: The hours set out in the "Hours" column are solely for purpose of evaluating the tender and do not reflect in any way the value of an appointment. All rates and totals shall exclude VAT.**

| Group                                                   | No.  | Discipline               | Hours | Port         | Hourly Rate | Total |
|---------------------------------------------------------|------|--------------------------|-------|--------------|-------------|-------|
| Group A:<br>Project<br>Controls &<br>Cost<br>Management | A2.1 | Project Controls Manager | 1500  | Mossel Bay   |             |       |
|                                                         |      |                          | 1500  | Cape Town    |             |       |
|                                                         |      |                          | 1500  | Saldanha     |             |       |
|                                                         |      |                          | 750   | Port Nolloth |             |       |
|                                                         |      |                          | 750   | Boegoe Baai  |             |       |
|                                                         | A2.2 | Lead Cost Engineer       | 1000  | Mossel Bay   |             |       |
|                                                         |      |                          | 1000  | Cape Town    |             |       |
|                                                         |      |                          | 1000  | Saldanha     |             |       |
|                                                         |      |                          | 750   | Port Nolloth |             |       |
|                                                         |      |                          | 750   | Boegoe Baai  |             |       |
|                                                         | A2.3 | Cost Engineer            | 1500  | Mossel Bay   |             |       |
|                                                         |      |                          | 1500  | Cape Town    |             |       |
|                                                         |      |                          | 1500  | Saldanha     |             |       |
|                                                         |      |                          | 750   | Port Nolloth |             |       |
|                                                         |      |                          | 750   | Boegoe Baai  |             |       |
| Subtotal carried forward to form of offer               |      |                          |       |              |             |       |

| Group                                     | No.  | Discipline                            | Hours | Port         | Hourly Rate | Total |
|-------------------------------------------|------|---------------------------------------|-------|--------------|-------------|-------|
| Group B:<br>Quantity<br>Surveying         | B2.1 | Lead Quantity Surveyor                | 1000  | Mossel Bay   |             |       |
|                                           |      |                                       | 1000  | Cape Town    |             |       |
|                                           |      |                                       | 1000  | Saldanha     |             |       |
|                                           |      |                                       | 750   | Port Nolloth |             |       |
|                                           |      |                                       | 750   | Boegoe Baai  |             |       |
|                                           | B2.2 | Quantity Surveyor                     | 1500  | Mossel Bay   |             |       |
|                                           |      |                                       | 1500  | Cape Town    |             |       |
|                                           |      |                                       | 1500  | Saldanha     |             |       |
|                                           |      |                                       | 750   | Port Nolloth |             |       |
|                                           |      |                                       | 750   | Boegoe Baai  |             |       |
| Subtotal carried forward to form of offer |      |                                       |       |              |             |       |
| Group                                     | No.  | Discipline                            | Hours | Port         | Hourly Rate | Total |
| Group C:<br>Planning &<br>Scheduling      | C.1  | Lead Project Planner                  | 1000  | Mossel Bay   |             |       |
|                                           |      |                                       | 1000  | Cape Town    |             |       |
|                                           |      |                                       | 1000  | Saldanha     |             |       |
|                                           |      |                                       | 750   | Port Nolloth |             |       |
|                                           |      |                                       | 750   | Boegoe Baai  |             |       |
|                                           | C.2  | Project Planner/ Project<br>Scheduler | 1000  | Mossel Bay   |             |       |
|                                           |      |                                       | 1000  | Cape Town    |             |       |
|                                           |      |                                       | 1000  | Saldanha     |             |       |
|                                           |      |                                       | 750   | Port Nolloth |             |       |
|                                           |      |                                       | 750   | Boegoe Baai  |             |       |
| Subtotal carried forward to form of offer |      |                                       |       |              |             |       |



| Group                                                          | No. | Discipline                      | Hours | Port         | Hourly Rate | Total |
|----------------------------------------------------------------|-----|---------------------------------|-------|--------------|-------------|-------|
| Group D:<br>Project<br>Administration<br>& Document<br>Control | D.1 | Document Controller             | 1000  | Mossel Bay   |             |       |
|                                                                |     |                                 | 1000  | Cape Town    |             |       |
|                                                                |     |                                 | 1000  | Saldanha     |             |       |
|                                                                |     |                                 | 750   | Port Nolloth |             |       |
|                                                                |     |                                 | 750   | Boegoe Baai  |             |       |
|                                                                | D.2 | Project Administration          | 1000  | Mossel Bay   |             |       |
|                                                                |     |                                 | 1000  | Cape Town    |             |       |
|                                                                |     |                                 | 1000  | Saldanha     |             |       |
|                                                                |     |                                 | 750   | Port Nolloth |             |       |
|                                                                |     |                                 | 750   | Boegoe Baai  |             |       |
| Subtotal carried forward to form of offer                      |     |                                 |       |              |             |       |
| Group                                                          | No. | Discipline                      | Hours | Port         | Hourly Rate | Total |
| Group E:<br>Risk<br>Management                                 | E.1 | Risk Management<br>Professional | 1000  | Mossel Bay   |             |       |
|                                                                |     |                                 | 1000  | Cape Town    |             |       |
|                                                                |     |                                 | 1000  | Saldanha     |             |       |
|                                                                |     |                                 | 750   | Port Nolloth |             |       |
|                                                                |     |                                 | 750   | Boegoe Baai  |             |       |
| Subtotal carried forward to form of offer                      |     |                                 |       |              |             |       |

## PART C3: SCOPE

| Document reference | Title                 | No of pages |
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| C3.1               | This cover page       | 1           |
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## C3.1 Scope

### 1. Employer's objectives

The *Employer's* objective is to enter into a framework contract to provide multi-disciplinary professional and project support services for infrastructure projects on a regional basis on an as and when basis to serve Transnet National Ports Authority's emerging needs and requirements.

The regions are defined as:

- Eastern Region – comprising the Ports of Durban and Richards' Bay
- Central Region – comprising the Ports of East London, Ngqura and Port Elizabeth, and
- Western Region – comprising the Ports of Mossel Bay, Cape Town, Saldanha, Port Nolloth and Boegoe Baai.

Tenderers may submit bids for more than one region and more than one group.

By including a resource under a specific region and group in Schedule A of Form T2.2-06, the tenderer shall be deemed to have submitted a bid for that respective region and group.

Resources proposed for one region or group may not be duplicated in submissions for any other region or group.

The Socio-economic objectives of this project are:

- To achieve;
  - ✓ B-BBEE Status Level of Contributor 1 or 2,
  - ✓ The promotion of enterprises located in the Eastern Cape, Kwa-Zulu Natal and Western Cape provinces for work to be done or services to be rendered within these provinces.
- To train and mentor candidate professionals towards achieving professional registration in their chosen professional discipline. A contract skills development goal (CSDG) of 7,5% of the invoiced and paid hours has been stipulated in the Contract Data. This means that the Service Provider shall achieve the number of hours of mentoring and training of candidate professionals that is equivalent to the CSDG.

- The Specification for training and mentoring candidate professionals shall be the requirements stipulated by the relevant Council/ Professional body from time to time and are not included in this tender document.
- *Consultants* will implement a structured Candidate Professional Development Programme aligned to the Contract Skills Development Goal (CSDG) requirement of 7.5% of invoiced and paid hours. Candidate professionals will be assigned to registered mentors who will provide formal mentoring, technical coaching, workplace exposure and professional registration guidance. A monthly monitoring system will be maintained to track accumulated training and mentoring hours against the contractual target. Supporting evidence, including attendance registers, mentoring records, competency assessments and training reports, will be retained and submitted to the Employer through quarterly CSDG progress reports. This approach will ensure full compliance with the contract requirements while contributing meaningfully to the development and professional registration of candidate professionals.
- Failure to achieve the required CSDG target at contract completion will result in the Employer recovering the value of the unfulfilled skills development obligation, calculated as the shortfall in CSDG hours multiplied by the weighted average hourly rate under the contract. Any such amount may be deducted from monies due to the *Consultants*.

## 2. Background

- 2.1 The *Employer* aims to enter into framework agreements with multi-disciplinary *Consultants*, alternatively Joint Ventures/ Consortia housing the multiple skills required to support the *Employer's* infrastructure program. A competitive selection process will be followed for the procurement of these services which will be for a period of three (3) years, based on the NEC3 Professional Services contract (Option G: Term Service).
- 2.2 The *Employer's Agents* requiring *services* falling within the scope of this Framework contract, may following the preparation of a Task Order:
  - a) Issue the Task order in accordance with the terms of the framework contract to the *Consultant* who is most suited to provide the service in the best interest of the *Employer*, or

- b) Where the terms of the framework contract require modification, or were considered desirable, requests all *Consultants* who have framework contracts covering the required scope of work to submit quotations for the Task Order in terms of specific contract data which includes data which could modify the framework contract.
- 2.3 A Task Order shall be issued to the *Consultant* submitting the quotation which scores the highest number of points.
- 2.4 The *Consultants* shall be issued with Task Orders to Provide the Services within the term of the framework contract but may be invited within the term of such contracts to quote to Provide Services with a completion date beyond the term of the contract, in which case, the term continues until *services* so instructed are completed.

### **3. Management and start up.**

#### **3.1 Documentation control**

The *Consultant* shall submit all documentation complying with the *Employer's* standards and requirements. Project specific standards and requirements are detailed in each Task Order. The *Employer* will issue all relevant documentation to the *Employer*, but control, maintenance and handling of these documents will be the *Consultant's* sole responsibility and at its expense and managed with a suitable Document Control Management System.

All documents issued to 3<sup>rd</sup> Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Management System.

#### **3.2 Health & Safety Requirements**

The *Consultant* shall comply with Health and Safety requirements contained in TRN-IMS-GRP-GDL-014.3 Contractor Management Procedure with the Occupational Health and Safety Act and Applicable Regulations to this Scope of services.

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

The *Consultant* is required to submit particulars of his/her Health and Safety Programme within 1 (one) week of award of tender. Particular requirements of the *Employer*, if any, will be made known on issue of the Task Order.

The *Consultant* shall, comply amongst others, within the following:

- (i) The Compensation for Occupational Injuries and Diseases Act, no.130 of 1993. The *Consultant* shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act and submit with his/her tender.
- (ii) Act 85 of 1993, Occupational Health and Safety Act, and its regulations.
- (iii) The Provincial Ordinances and Local Authority by-laws and all relevant regulations framed there under.
- (iv) The *Consultant* and his/her employees shall have valid safety inductions when accessing or working on site, copies of which shall be submitted to the *Employer's Agent*. This will be at a time and location that Transnet will arrange. The *Consultant* must allow for this in his/her pricing. The *Consultant* shall retain proof on site of the Health and Safety Inductions for perusal by the *Employer's Agent*.
- (v) All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various Sites
- (vi) Any specific site, environmental and operational conditions.
- (vii) During the construction period of the *works* a monthly report will be submitted of all incidents and accidents to be reported.

### **3.3 Environmental constraints and management**

The *Consultant* shall provide a *Consultant's* Environmental Management Plan (CEMP) addressing all the potential impacts of his/her activities. The *Employer's Agent* has the right to request additional specific work method statements should in his/her opinion this be required.

The *Consultant* shall make good all damage to the environment to the satisfaction of the *Employer's Agent*.

The *Consultant* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- The National Environmental Management Act, 107/1998
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Consultant* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Consultant* was negligent and caused any form of pollution the damage shall be rectified at the *Consultant's* cost.

### **3.4 Quality assurance requirements**

The onus rests on the *Consultant* to produce work which conforms in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Consultant* must, at his/her own expense, institute a quality assurance and control system and provide experienced technical staff together with all transport, instruments, and equipment to always ensure adequate supervision and positive control of the works.

The *Consultant* shall attend all projects meetings such as project kick-off meetings; project technical meetings and scheduled project progress meetings on behalf of the *Employer* and will monitor and report on the status of quality KPIs to the *Employer's Agent* on a regular basis.

The *Consultant* shall review and approve the contractors' Project Quality Plans (PQP), Quality Control Plans (QCP) and Quality Data Pack index prior to any commencement of works by the contractor on site and forward to the *Employer* for acceptance by the *Employer's Agent*

The *Consultant* shall review/ conduct Quality Audits on contractor's activities and at the contractor's key suppliers and shall report to the *Employer's Agent* on the audit's results and status.

The *Consultant* shall attend to any project-related Factory Acceptance Tests (FAT), Site Acceptance Tests (SAT) including commissioning on behalf of the *Employer's Agent* and shall invite the *Employer's Agent* to witness for acceptance where and when required.

The *Consultant* shall conduct Quality inspections and test both on-site and off-site as required by the contractors' QCPs and shall issue inspection reports; raise defects; raise non-conformance reports (NCRs) and compile punch listing on all found defects. For special processes Approved Independent Authority (AIA) shall be used.

The *Consultant* shall review and oversee compilation of contractor's Quality Data Pack (DP) as per agreed Quality Data Pack Index and issue to the *Employer* for *Employer's Agent* acceptance.

### **3.5 *Consultant's* management, supervision and key people**

The *Consultant* shall provide an organogram showing his/her key people and their lines of authority and communication and the CV's.

### **3.6 Insurance provided by the *Employer***

Procedures for making insurance claims can be obtained from the *Employer's Agent*.

### **3.7 Project and Contract Change management.**

The standard reporting forms that shall be used will be provided to the *Consultant*.

## **4. Procurement**

### **4.1 Plant and Materials**

#### **4.1.1 Plant & Materials provided "free issue" by the *Employer*.**

No plant or materials are provided as "free issue" by the *Employer*.

## **5. Management structures**

The Task Orders shall indicate who the *Employer's Agent* is. The *Employer's Agent* is fully empowered to act on behalf of the *Employer* for the services covered by the Task Order.

The Task Orders will provide details of the services that are sought or a site which is to be investigated including access to the site and the extent of the investigation that is required, and any special requirement relating to health and safety.

## **6. Description of the services**

### **6.1 Project Controls Management scope of services**

The services that are required may involve one or a combination of the following disciplines which have been grouped. The Groups and the disciplines within each group are indicated as follows:

#### **Group A: Project Controls & Cost Management**



- Project Controls Manager
- Lead Cost Engineer
- Cost Engineer

#### **Group B: Quantity Surveying**

- Lead Quantity Surveyor
- Quantity Surveyor

#### **Group C: Planning & Scheduling**

- Lead Project Planner
- Project Planner/ Project Scheduler

#### **Group D: Project Administration & Document Control**

- Document Controller
- Project Administration

#### **Group E: Risk Management**

- Risk Management Professional

The Consultant shall manage and report on all contracts contributing to the project, including direct contracts instituted by Transnet. Reporting shall enable the *Employer* to make informed decisions and be provided in formats and timelines prescribed by Transnet.

Beyond NEC3 Project Controls functions, the Consultant may be required to report contract-related information for statistical purposes, including Health and Safety and B-BBEE spend.

For separate contracts where Transnet National Ports Authority engages the Consultant as *Employer's Agent*, Project Manager, Supply Manager, or Service Manager, all contractors and subcontractors shall be managed by the Consultant. Contractors must provide required information as if no subcontracting had occurred, and all contractual communications shall be issued by the Consultant on behalf of Transnet.

The Consultant shall ensure bonds and guarantees are handled securely and confidentially and must not engage any contractor or third party without a signed contract and valid Transnet Purchase Order.

The Consultant shall prepare a works program for Transnet approval. Engagement, communication templates, and formats must be agreed with the *Employer's* process owner before any deliverables are initiated. Time spent correcting incomplete or incorrect documentation is at the Consultant's cost. All reports must be cross-referenced for accuracy and integration, and all communications—direct, indirect, or third party—shall be recorded in the document control system.

## **6.2 General Scope of Project Controls required.**

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

### **6.2.1 Group A: Project Controls & Cost Management**

#### **6.2.1.1 A2.1: Project Controls Manager**

- Develop, maintain, and deliver a Project Controls Strategy and Project Controls Plans for each project and programme, ensuring alignment with approved objectives, the Project Lifecycle Process, stage gate governance, and Transnet policies and standards.
- Define, produce, communicate, and implement a programme level project controls approach, including the development, documentation, and roll out of project and programme controls procedures, methodologies, and standards in line with Transnet's enterprise frameworks.
- Take full accountability for the successful implementation and execution of all project controls disciplines across the project portfolio, including:
  - Cost estimating, budgeting, cost control, and forecasting;
  - Cash flow management and contingency control;
  - Schedule development, progress tracking, and critical path analysis;
  - Change and configuration management;
  - Bills of Quantities and progress measurement systems; and
  - Integrated performance reporting and document control.

- Lead the development, implementation, and governance of Earned Value Management (EVM) across all applicable projects and programmes, ensuring integration of scope, schedule, and cost information.
- Establish and maintain EVM performance measurement baselines, including WBS structures, control accounts, progress measurement rules, and aligned cost and schedule data.
- Oversee the calculation, validation, and analysis of EVM performance metrics, including PV, EV, AC, CPI, SPI, CV, SV, EAC, and ETC, ensuring data integrity, auditability, and compliance with approved baselines.
- Provide EVM based performance analysis, forecasting, and exception reporting to Project Managers, Programme and Portfolio Managers, and executive governance structures to support informed decision making, early warning identification, and corrective action.
- Provide effective departmental management and leadership of the Project Controls function by:
  - Leading and coordinating all project controls functional leads and specialists;
  - Ensuring accuracy, consistency, and reliability of project data and reporting;
  - Delivering real time, integrated performance reporting that reflects the true status of projects; and
  - Mentoring, coaching, and developing Project Controls capability.
- Act as the primary point of contact to the Project Execution team on all matters relating to project controls processes, systems, data integrity, analysis, and reporting.
- Work closely with Project Management, Programme and Portfolio Management, Contract Management, Engineering, and Construction teams to define progress measurement criteria, cost structures, scheduling logic, and performance evaluation methodologies.
- Oversee and guide project governance, audit, and assurance activities, including participation in audits, gateway reviews, and project performance reviews, providing clear, independent, and accurate project assessments and proactive recommendations.
- Serve as a key communication and integration link between Project Controls and Project Managers, Programme Managers, Portfolio Managers, senior management, and other relevant stakeholders.

- Drive the development, standardisation, and continuous improvement of project controls principles, including the provision of training, coaching, and support to the project management and operational community.
- Provide decisive leadership in team building, mentoring, motivation, and performance management to ensure sustainable capability and high performing Project Controls teams.
- Ensure all Project Controls activities are executed in a safe, compliant, and ethical manner, meeting or exceeding Transnet's safety standards, governance requirements, and corporate policies.

#### **6.2.1.2 A2.2: Lead Cost Engineer**

- Take overall management, accountability, and technical leadership for the Cost Engineering functions for projects within the respective Region, ensuring consistency, accuracy, and compliance across all assigned projects.
- Manage all aspects of cost engineering and cost control at project level, including resources, systems, and processes, to support the effective delivery of capital projects in line with Transnet standards.
- Provide expert costing services to projects using Transnet Project Services–approved software and systems, ensuring estimates are accurate, defensible, and aligned to project scope and risk profiles.
- Develop, manage, and maintain project cost plans, cost baselines, and cash flows throughout the project lifecycle, from feasibility through to close out.
- Implement and manage robust project cost control and forecasting systems, including variance analysis, trend evaluation, and early warning of potential cost overruns.
- Ensure full compliance with Project Execution Plans (PEPs) and all applicable Transnet systems, cost management standards, policies, and procedures.
- Manage the cost impact of project changes, including design changes, scope variations, compensation events, and claims, ensuring effective change control and full cost traceability.
- Support project commercial and contract management activities, including verification of contractor progress claims and cost assessments where required.
- Drive the implementation and consistent application of Earned Value Management (EVM) principles on projects, including:
  - Integration of scope, schedule, and cost data;

- Analysis and reporting of EVM metrics (EV, AC, PV, CPI, SPI, EAC); and
  - Provision of accurate EVM status and exception reports when requested.
- Prepare and present project cost status reports, dashboards, and detailed progress reports to Project Managers, senior management, and governance structures as required.
- Ensure adherence to, and effective utilisation of, Transnet approved tools, systems, and procedures, promoting transparency, data accuracy, and auditability.
- Support cost engineering procedures, aligned with industry best practice and continuous improvement objectives.
- Engage regularly with Project Managers, internal stakeholders, and clients to ensure the delivery of a professional, responsive, and value adding cost engineering service.
- Lead, direct, and support Cost Engineers, and subordinate staff, ensuring they are appropriately resourced, motivated, and enabled to meet project and business objectives.
- Manage staff performance by ensuring clear role definitions, agreed deliverables, and accountability for outputs.
- Identify training, skills development, and professional growth requirements, ensuring appropriate development, mentoring, and capability building within the cost engineering discipline.
- Provide professional development, mentorship, and supervision of junior staff, when required by Transnet.
- Support project audits, assurance reviews, and governance processes by providing complete, accurate, and defensible cost and estimating information.
- Ensure all cost engineering activities are executed in accordance with Transnet safety standards, governance requirements, and ethical practices.

#### **6.2.1.3 A2.3: COST ENGINEER**

- Provide expert costing and cost engineering services to *Employer's* capital and maintenance projects using software and systems approved by Transnet Project Services.
- Manage and control project costs through the application of recognised cost control methods and techniques, ensuring effective integrated project services

to Transnet National Ports Authority (TNPA).

- Develop, maintain, and monitor project budgets, forecasts, and cost flows throughout the project lifecycle.
- Prepare project cost flow forecasts and overall project financial reports for *Employer's* management and governance structures.
- Drive the implementation and reporting of Earned Value Management (EVM) principles for *Employer's* projects, including performance measurement and variance analysis.
- From time to time, prepare and present EVM reports as required by *Employer's* Project Controls and executive management.
- Prepare, compile, and present detailed monthly project cost and status reports in accordance with *Employer's* reporting standards and governance requirements.
- Monitor project expenditure against approved budgets and proactively identify cost variances, risks, and mitigation measures.
- Track and manage commitments, variations, claims, and final accounts in collaboration with project, commercial, and contract management teams.
- Ensure full compliance with Project Execution Plans (PEP), *Employer's* project governance frameworks, and Transnet policies and procedures.
- Ensure adherence to, and the effective use of, *Employer's* and Transnet systems, tools, and procedures.
- Maintain regular interaction with clients, project managers, consultants, and contractors to ensure a professional and responsive service delivery.
- Implement and continuously improve cost management processes and business procedures aligned with industry best practice and *Employer's* requirements.
- Support audits, assurance reviews, and governance processes by providing accurate, transparent, and auditable cost information.
- As required by *Employer*, provide mentorship, professional development, and supervision of junior staff within the relevant discipline.

## **6.2.2 Group B: Quantity Surveying**

### **6.2.2.1 B2.1: Lead Quantity Surveyor**

- Overall management and accountability for the Quantity Surveying function within Transnet National Ports Authority (TNPA).
- Provide strategic commercial and cost management leadership across

*Employer's* capital, marine, and port infrastructure projects.

- Ensure alignment with TNPA Project Lifecycle Process (PLP) and all approved Project Execution Plans (PEPs).
- Provide expert cost planning, estimating, benchmarking, and value engineering services using *Employer's* approved systems and software.
- Prepare and review cost estimates, forecasts, and cash flows throughout the project lifecycle.
- Ensure adherence to Transnet systems, engineering standards, project management frameworks, and governance procedures.
- Support procurement processes including commercial strategies, tender documentation, tender evaluations, and award recommendations.
- Administer construction and professional service contracts in line with NEC (primarily NEC3) requirements.
- Manage variations, compensation events, claims, and final account processes.
- Identify and manage Early Warnings through cost and programme monitoring and evaluate Compensation Events.
- Assist with monthly payment certificates based on measured progress and approved schedules.
- Ensure compliance with PFMA, CIDB requirements, Transnet policies, and document control procedures.
- Provide support and assistance for Earned Value Management reports as required.
- Prepare and maintain EPCM spreadsheets in an accurate and coordinated manner.
- Review schedules submitted to Project Controls (CP) in line with progress payments.
- Maintain regular interaction with internal and external stakeholders to ensure delivery of a professional service.
- Attend site meetings, project meetings, design coordination meetings, and relevant client meetings.
- Lead, manage, and motivate quantity surveying resources to achieve project objectives.
- Provide supervision, mentorship, and professional development in line with SACQSP requirements.
- Identify training and development needs and ensure continuous skills development.

- Ensure staff remain current with industry norms, standards, and best practices.
- Manage staff performance and ensure clarity of roles, expectations, and deliverables.
- Perform any other reasonable duties required to successfully deliver *Employer's* projects on time, within budget, and to required quality standards.

#### **6.2.2.2 B2.2: Quantity Surveyor**

- Receive relevant data, preparing preliminary and elemental or equivalent estimates of construction cost.
- Liaise, co-operate, and provide necessary information to the Client and other stakeholders.
- Prepare estimates for feasibility studies in accordance with the guidelines set out in the Project Lifecycle Process (FEL).
- Undertake regular interaction with stakeholders and others to ensure a professional service is delivered and that queries are timeously and satisfactorily resolved.
- Advise on economic factors that could affect the project.
- Prepare bills of quantities in accordance with the Standard System of Measurement, SANS 2001 and COTO where applicable.
- Use the latest version of QS Plus for the compilation of bills of quantities and estimates.
- Conduct commercial evaluation of tenders / contracts as and when required.
- Attend all site meetings and other relevant meetings.
- Conduct monthly site visits with the contractor for valuation purposes.
- Prepare payment certificates.
- Monitor and control contract costs, including preparation of monthly cost / financial status reports.
- Ensure that all payment certificate data is timeously and correctly captured and kept updated.
- Conduct commercial assessments of Compensation Events and finalise and agree costs with contractors.
- Take off quantities from AFC (Approved for Construction) drawings and agree final quantities with the contractor, including sign-off.
- Prepare and agree final accounts with contractors.
- Ensure compliance with all requirements of the Project Execution Plans (PEP),



Transnet National Ports Authority construction procurement policies, processes, procedures and methods.

- From time to time, *Employer* may request the Consultant to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Support Earned Value Management (EVM) principles on all projects.

### **6.2.3 Group C: Planning & Scheduling**

#### **6.2.3.1 C2.1: Lead Project Planner**

- Overall management and accountability for the planning and scheduling function within Transnet National Ports Authority (TNPA).
- Provide expert planning and scheduling services using *Employer's* approved software.
- Ensure adherence to Transnet systems, tools, procedures, and document control requirements.
- Comply with Project Execution Plans (PEPs) and the Project Lifecycle Process (PLP).
- Lead and direct Project Planners, Schedulers, and subordinates.
- Manage staff performance and clarify performance expectations.
- Identify training and development requirements and ensure skills development.
- Provide mentorship, professional development, and supervision of junior staff when required.
- Develop, manage, and maintain baseline and updated project schedules.
- Manage project time change notices in line with *Employer's* standards and processes.
- Prepare schedules at various project stages.
- Develop schedules at Level 2, Level 3, and Level 4 as required.
- Align schedules with Scope of Work and NEC3 contracting strategies.
- Resource-load schedules to manage constraints and team workload efficiently.
- Apply Critical Path Method (CPM) principles.
- Apply PERT techniques for schedule analysis.
- Demonstrate understanding of schedule risk and Monte Carlo philosophy.
- Ensure NEC3 planning compliance and application of NEC3 methodologies.
- Identify Early Warnings through programme updates.

- Support evaluation of Compensation Events.
- Support Earned Value Management (EVM).
- Prepare EVM reports as and when required.
- Prepare concise monthly planning reports.
- Prepare ad hoc planning reports.
- Review and analyse high-level and contractor-submitted schedules.
- Interface regularly with internal and external clients.
- Consult, advise, and support the professional team on programme and schedule matters.
- Support *Employer's* Project Teams.
- Attend site, project, design coordination, and client meetings.
- Monitor programme alignment during construction and commissioning.
- Prepare commissioning, pre-commissioning, and handover schedules and reports.
- Assist the Quantity Surveyor with monthly payment certificates based on progress measured against schedules.
- Maintain EPCM spreadsheets in an accurate and coordinated manner.
- Prepare preliminary, conceptual, and ad hoc planning presentations when required.
- Act proactively throughout all project stages.
- Perform any other reasonable duties required to deliver projects on time, within budget, and to accepted quality standards.

#### **6.2.3.2 C2.2: Project Planner/ Project Scheduler**

- Report to the Regional Planning Manager, Project Support Services Manager, and/or Project Manager in accordance with the Task Order.
- Provide expert planning and scheduling services to projects using *Employer's* approved software.
- Be proficient and functional in the Primavera software suite (P6 Enterprise and above) incl. MS Projects.
- Ensure adherence to and effective use of Transnet National Ports Authority systems, tools, procedures, and document control requirements.
- Comply with all requirements of approved Project Execution Plans (PEP) and the Project Lifecycle Process (PLP).
- Support implementation of planning procedures aligned to best practice.
- Maintain regular interaction with clients to ensure professional service

delivery.

- Consult, advise, and interface with members of the professional team on project programming and scheduling matters.
- Prepare and update project schedules at the required level of detail (Level 2, 3, and 4) in line with the Scope of Work, contract dates, and NEC3 contracting strategy.
- Prepare schedules at various stages of the project lifecycle at the required levels of accuracy.
- Update project programmes and assist in identifying Early Warnings.
- Support the assessment and documentation of Compensation Events in accordance with NEC3 requirements.
- Apply NEC3 planning requirements and methodologies under guidance.
- Apply sound project planning principles, best-practice methods, Critical Path Method (CPM), and Earned Value concepts.
- Support the implementation of Earned Value Management (EVM) and prepare EVM reports when required.
- Apply Program Evaluation Review Technique (PERT) principles for realistic schedule duration analysis.
- Prepare resource-loaded schedules and develop resource and EPCM histograms when required.
- Demonstrate analytical ability and logic in the preparation of high-level schedules and in the review of contractor-submitted schedules.
- Demonstrate understanding of schedule risk, including Monte Carlo philosophy.
- Prepare preliminary, conceptual, and ad hoc planning presentations when required.
- Update and maintain monthly status reports.
- Prepare and issue as and when required two-week look-ahead schedules aligned to approved baselines, with reporting frequency adjusted based on project criticality.
- Prepare and issue bi-weekly project schedule updates reflecting approved baselines, with escalation to weekly or daily updates during construction when required.
- Prepare and issue critical path schedules reflecting current project critical path on monthly and bi-weekly reporting cycles.
- Prepare project milestone schedules indicating major milestones and

*Employer's* key dates, including baseline, actual, and forecast dates.

- Prepare and maintain procurement schedules.
- Prepare and maintain performance schedules for long-lead equipment.
- Prepare and issue contracts schedules on a weekly basis.
- Prepare construction progress curves on a monthly basis, with escalation to bi-weekly reporting depending on project criticality.
- Prepare monthly slippages and recovery plan reports.
- Provide planning support to other disciplines within the Project Services Group and Project Management Teams.
- Attend site meetings, project meetings, design coordination meetings, and relevant client meetings.
- Assist with monthly payment certificates based on progress measured against schedules when required.
- Support monitoring of programme alignment with technical, quality, and performance requirements during construction and commissioning.
- Assist with EPCM spreadsheets in an accurate and coordinated manner.
- Provide professional development, mentorship, and supervision of junior staff when requested by the *Employer*.
- Work proactively throughout all stages of the project.
- Perform any other reasonable planning-related duties required to support project delivery on time, within budget, and to accepted quality standards.
- The Project planner is expected to be knowledgeable in Microsoft Projects and/or Primavera, and/or SAP PPM, or similar within a Built environment.

#### **6.2.4 Group D: Project Administration & Document Control**

##### **6.2.4.1 D2.1: Document Controller**

- Ensure project document and drawing numbers are allocated and registered.
- Ensure project documents/drawings are released and distributed under cover of a Transmittal Note.
- Ensure 'Master' hard copy storage of project and *Contractor* Deliverable documents/drawings.
- Liaise with the Project Manager to ensure that the project's Engineering Documentation and Contractor (Vendor) Documentation requirements are fulfilled according to programme.
- Spearhead and oversee the quality control and assurance procedures for various projects according to the *Employer's* standards.

- Obtain Engineering and *Contractor* Deliverable schedules from the Responsible Engineer(s).
- Take instructions from the Project Manager with regard to the system operation.
- Discuss documentation problems and their solutions with the Project Manager .
- Prepare Document Control Reports for the Project Manager .
- Ensure that appropriate procedures for the project are available to the Team on the project.
- Discuss any deficiencies, requirements, problems, etc. with the Document Control Manager.
- Obtain documentation routing details, i.e. "Document Distribution" matrices and other input data from the Engineering Co-ordinator/Manager and ensure implementation thereof.
- Source Client original and reference documents.
- The Document Controller is expected to have experience in Build Environment documentation management and similar document control management systems.
- Source the complete project and Contractor (Vendor) Deliverable lists from Engineering and bulk update into the specified EDMS. Maintain this list in conjunction with Engineering.
- Ensure that specified directives for the preparation of documentation are adhered to and continuously check the adherence to these directives.
- Maintain registers of documentation on the specified Electronic Document Management System (EDMS).
- Ensure that all Incoming and Outgoing project documentation is controlled and recorded.
- Ensure that documents for Internal and External review are issued and recorded.
- Ensure that all documents are correctly filed.
- Ensure that Design and Contractor (Vendor) documentation is processed in accordance with project procedures.
- Provide support to all project participants in the Document Control practice.
- Ensure that administrative tasks including filing, copying, etc. are executed as required in the role.
- Ensure that Document Control Procedures and Work Instructions are implemented and conformed to.
- Ensure that a 24-hour document turn-around time is achieved and maintained.
- Ensure that enquiry and (or) Contract related documentation is provided to Procurement and (or) Engineering personnel as per their specified requirements.

- Attend all project related project meetings as and when required.
- Liaise with Contractors (i.e., their appointed person for handling documentation) on day-to-day Document Control related issues and provide focal point for Contractor Document Control related queries.
- Prepare all Engineering, Procurement, Construction and Management documentation for archiving. Liaise with IT or the specified Electronic Document Management System Functional Technical Team to organize electronic archive.
- Prepare handover documentation and reports. Handover deliverables as per Client requirements.
- Track Contractor (Vendor) reviews by running expediting reports and registering reports into the relevant Report area of the specified EDMS.
- Set up and maintain Distribution Matrixes and Contact Lists.
- Advise the Project team on the specified EDMS structure or liaise with the specified EDMS functional/technical team to ensure the best possible the specified EDMS structure is adopted.
- Ensure Engineering, Procurement, Expediting, Construction and Commissioning reporting from the Document Control data is accurate.
- Prioritize workload and develop a sense of urgency in the execution of duties.
- Maintain confidentiality of documentation.
- Manage the electronic transfer of documents and data to Internal and External Clients, including (if required) posting of documentation to the specified EDMS Contractor portal or other method of distribution as part of the Procurement and Construction enquiry processes.
- Any other Document Control related tasks delegated/instructed by the Document Control Manager.
- From time to time, *Employer* shall request the *Consultant* to provide professional development, mentorship and supervision of junior staff for the relevant discipline.
- Support all tasks associated with internal and external audit requirements.

#### **6.2.4.2 D2.2: Project Administration**

- Provide day-to-day administrative support to the Project Manager and project team
- Establish, maintain, and close out project documentation and contract files, ensuring proper records retention for both electronic and hard copy systems.
- Support the Engineering and Project Teams to ensure all documentation, PLP submissions, and compliance requirements are fulfilled accurately and timeously.

- Create, manage, and maintain the Project Library, project directories, correspondence registers, logbooks, and numbering systems.
- Ensure effective use of approved project tools, standards, templates, and procedures, and assist in training team members where required.
- Track and maintain project risk registers, issue logs, change control records, and other project control data.
- Produce consolidated reporting for the Project Board and management, including milestone summaries, key risks and issues, benefits tracking, and cost summaries.
- Coordinate, schedule, and support project-related meetings; prepare, record, and distribute accurate minutes of meetings and track action items.
- Assist with the compilation, editing, and updating of the Project Execution Plan, reports, presentations, and other project documentation.
- Support the Project Manager on administering project team-related charges, including training costs, CLC, and timesheets, and other administrative financial records.
- Support the preparation and submission of purchase requisitions
- Track invoices and payment processes in coordination with finance
- Liaise with procurement and finance departments as required
- Support contracts administration processes, including:
  - Track key contract milestones and deliverables and escalate delays where necessary
  - Ensuring contracts are renewed timeously;
  - Supporting contract variation mechanisms; and
  - Monitoring compliance with contract terms and conditions.
- Perform general project and office administrative duties, including:
  - Travel and accommodation arrangements;
  - Liaising with contracted travel agents; and
  - Ensuring travel bookings are accurately filed and tracked against project budgets.
- Maintain effective internal communication systems within the project team and foster positive working relationships with stakeholders.
- Maintain and update stakeholder register
- Capture, enter, verify, edit, and maintain accurate project data and records, ensuring completeness, correctness, and consistency against source documentation.

- Perform complex coordination and administrative tasks, ensuring all project correspondence and documentation adhere to prescribed formats and standards.
- Demonstrate full knowledge of project procedures, documentation requirements, safety policies, and company policies, and perform all duties safely and responsibly.
- Assist and advise team members on project procedures, disciplines, recording, and reporting requirements.
- Perform any other project-related or administrative tasks commensurate with this position, in line with the agreed RACI Matrix and under the direction of the Project Manager, Programme Manager, and Principal Project Manager.

## **6.2.5 Group E: Risk Management**

### **6.2.5.1 E2.1: Risk Management Professional**

The *Consultant* is an integrated member of the multidisciplinary professional team and his areas of responsibility, but not limited to, are to achieve the following key deliverables on the respective Task Orders:

Based on Transnet ERM (Enterprise Risk Management) Methodology & Transnet PROM (Project Risk and Opportunity Management) Processes & Procedures guided by latest ISO31000 update:

- Conduct risk communication in the project.
- Develop the required risk management plans, review & update the plans quarterly (Four Months) whilst ensuring their implementation.
- Facilitate initial risk management workshops as per approved Project Risk Management Plan approved by *Employer's* Risk Specialist with relevant DOA and develop baseline risk registers applying both qualitative and quantitative Risk Analysis to determine contingencies furnished with detailed risk reports to help business make risk-based decisions.
- Facilitate monthly risk review meetings and update developed risk registers in collaboration with relevant key stakeholders and regularly submit risk management reports, minutes and attendance registers covering engaged stakeholders.
- Training of the Project Team as well as the establishment of an effective risk management function whilst entrenching risk management culture within projects and training attendance registers to be submitted per project supported to deliver project risk management deliverables as per scope of work.
- Auditing treatment strategies based on relevant auditing standards and in compliance with Transnet Combined Assurance Policy and Enterprise Risk



Management Framework or any applicable assurance best practice, and ensure observations, findings, recommendations and closure reports are documented and shared with relevant Risk Specialist and Project Manager in charge of the project being planned or executed.

- Ensure that high risks are reported to relevant stakeholders and evidence for escalations are kept in the approved project risk management repository.
- Reviewing the accuracy of risk scoring and adequacy of Cost contingencies and risk mitigation plans.
- Analysing and monitoring the progress of management actions by each risk owner using reliable Project Risk Management Software and reporting systems.
- Taking ownership for Risk Database and ensure reliable back-up plans based on Business Continuity Management Best Practices and ICT Disaster Recovery Plans to avoid loss of critical project risk management information through the entire project life cycle, and Risk Specialist and Project Managers will ensure that the submitted documents are archived according to Transnet Document Management Policy.
- Generating the monthly reports for risk meetings with client's representatives and ensure minutes are captured and action plans are discussed at regular Project and Progress Meetings against risk action plans that are regularly updated.
- Preparing ad-hoc risk management reports as and when required and emerging risks to be covered to ensure that the project risk register is a live document throughout the lifespan of the project.
- Review existing Transnet Port Authority's Project Risk Management standards, policies and procedures and report on recommendations for improvement based on observations, lessons learned and changes in legal requirements/benchmarking in the field of Risk Management.
- Review Transnet Port Authority's existing project risk controls effectiveness and report on recommendations for continual improvement.
- Review Transnet Port Authority's project risk management maturity level and report on recommendations for improvement.
- Capacity building & Skills transfer during contract duration through on-the-job training and mentorship of the permanent risk management personnel & graduates towards obtaining membership with IRMSA (Institute of Risk Management South Africa) and any other recognised relevant risk management professional bodies.
- Ensure that all risk management work completed and submitted to Transnet National Port Authority comply with Project Risk Management Procedure and is

also compatible with *Employer's* currently used information systems (e.g., @Risk Palisade, Primavera Risk Analysis, Microsoft Excel etc.) for consistency.

- Provide assistance with regards to application of advanced tools covered in Microsoft Excel, @Risk Palisade, Primavera Risk Analysis to ensure that the outputs are included in Quantitative Risk Assessment Reports to help *Employer* to include relevant output information like Contingency Histograms, Schedule Impact and Cost Impact Heat Maps, Tornado Graphs and other relevant project risk outputs required to be used in Carrying out Multi-Criteria Analysis and inclusion of Risk adjusted contingencies into the Financial Model during Development of Investment Cases at various project Life Cycle Phases, such as; Concept, Feasibility, Bankable Feasibility, Construction Execution and Project Close-out Phases to help the business make risk based decisions before investing in complex mega-projects.
- Before termination of the Contract, The *Consultant* must ensure that all critical documents and correspondences generated during the project life cycle and execution of Project Risk Management activities are submitted to the Risk Management Specialist and Project manager for record keeping purposes and to comply with Transnet Document Management Policy and Procedure.
- Ensure compliance with all requirements of the Project Execution Plans (PEP), Transnet National Port Authority construction procurement policy, process, procedures and methods within Transnet National Port Authority.
- From time to time, *Employer* shall request the *Consultant* to provide training, mentorship and supervise the development of *Employer's* junior staff towards Risk Management Professional registration with IRMSA.
- Drive the implementation of Earned Value Management principles (EVM) for all projects. *Consultant* might be from time to time be requested to report of EVM.

### **6.3 Technical requirements**

The *Consultant* shall observe and comply with all applicable statutes, by-laws, regulations, and requirements, as well as all relevant standards and codes of practice issued by the Engineering Council of South Africa (ECSA), the South African Bureau of Standards (SABS), the International Organization for Standardization (ISO), and any other recognized professional or learned bodies. The *Consultant* shall further perform the Services in accordance with accepted standards of professional conduct and generally accepted industry best practice, as recommended or prescribed by their relevant professional associations, where applicable.

#### **6.4 Ownership of Data, Designs and Documents**

On completion of payment by the *Employer* to the *Consultant* for the Services, all copyright and intellectual property rights in all data, designs, drawings, documents, calculations, reports, specifications, models and other materials prepared by or for the *Consultant* in the performance of the Services (the *Works*) shall vest in the Employer, and all such *Works* shall be submitted to the *Employer*.

#### **7. Facilities and equipment to be provided by the Employer.**

No facilities or equipment is provided by the *Employer*.