

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

RFP NUMBER	: TNPA/2024/01/0004/53055/RFP
ISSUE DATE	: 28th March 2024
COMPULSORY CLARIFICATION MEETING	: 8th April 2024
CLOSING DATE	: 29th April 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 Weeks from closing date

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T1.1 Tender Notice and Invitation



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on 8th April 2024, at 10:00 [10 O'clock] for a period of \pm 3 (three) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	16h00 on 29th April 2024 Tenderers must ensure that tenders are uploaded timeously onto the system. No late tender submissions will be accepted.



2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>).

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

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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



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



6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

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

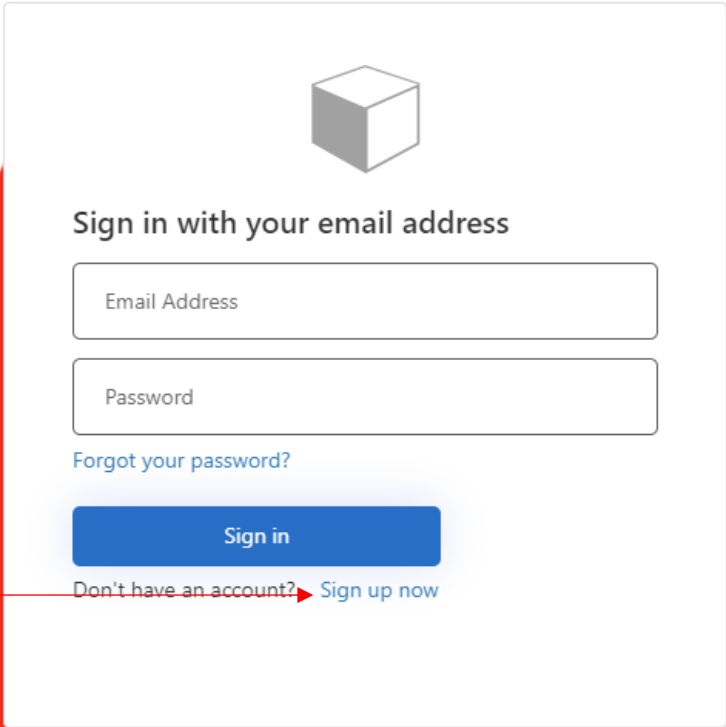
Go to Google Chrome



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



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



Sign in with your email address

Email Address

Password

[Forgot your password?](#)


[Sign in](#)

[Don't have an account? Sign up now](#)

If not already registered, click on Sign up now.

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

< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code


Display Name

Create

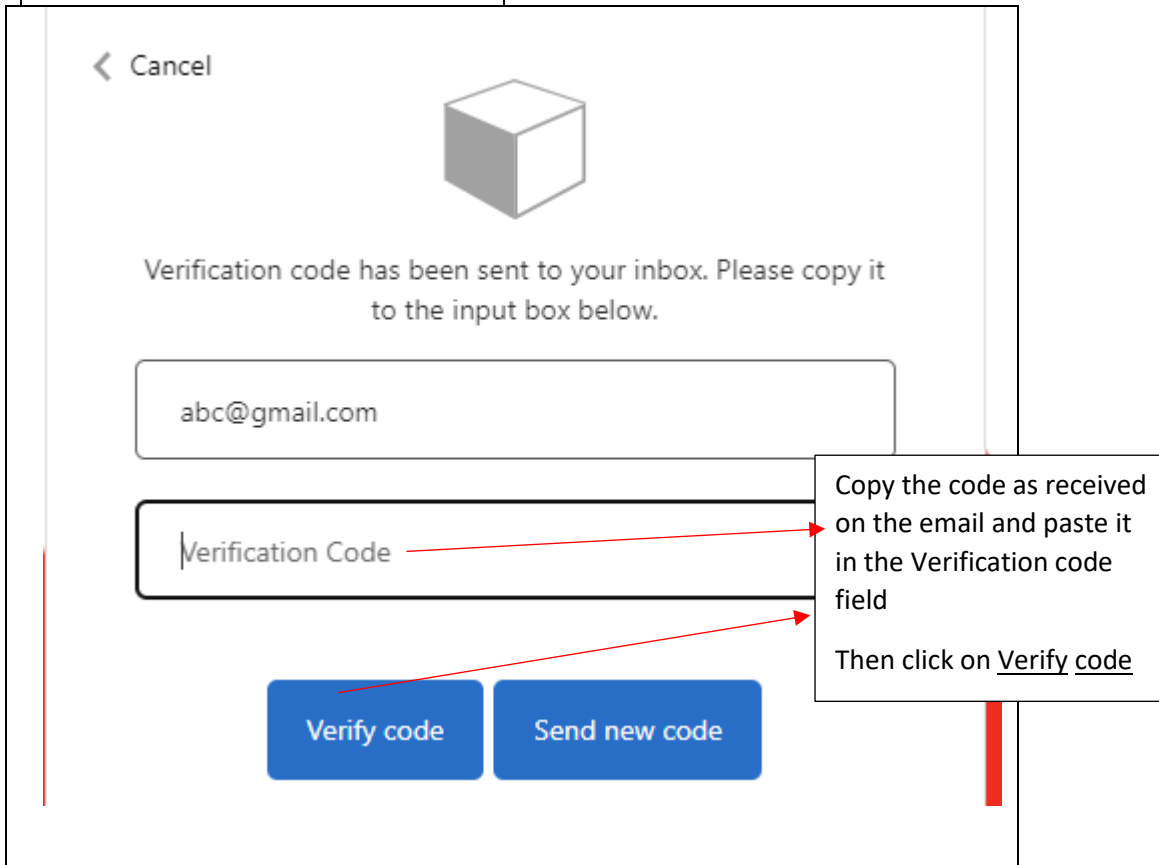
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

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

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



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



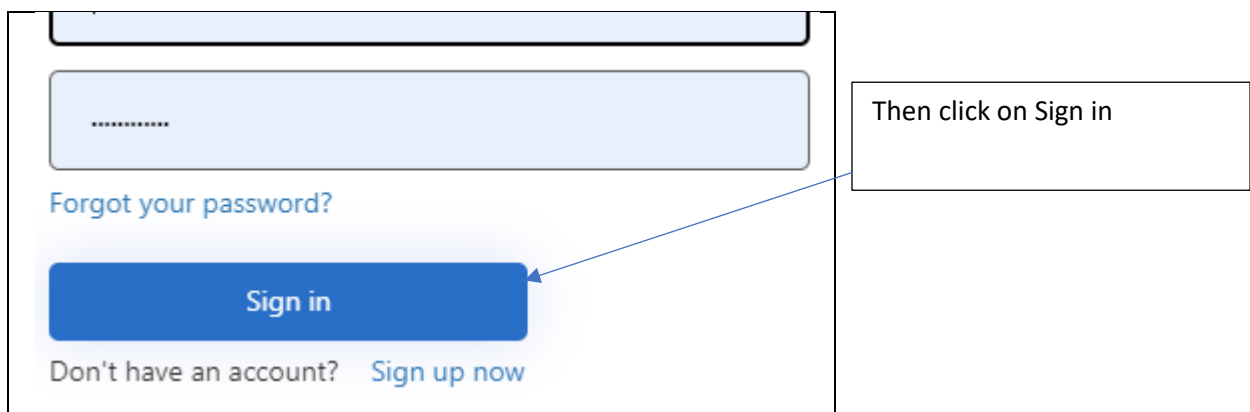
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

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



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

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

TRANSNET



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

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

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

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

ADVERTISED TENDERS

To view / search for tenders, click on ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
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Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

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

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

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

The screenshot shows the 'TENDER DETAILS' page. The left sidebar contains a 'Tender Details' tab. The main content area is divided into two columns. The left column lists tender information: Tender Reference Number (TE/2022/04/0697/RFQ), Name Of Tender (TE22-SRX-1FG-02068), Description (STOP; TOP BUNK, OD 19.5 X HT 6.5 MM), Tender Type (RFQ), Contact Person (Charl du Preez Transnet Engineering SLR), Contact Person Email Address (Charl.duPreez@transnet.net), Date Published (4/7/2022 3:51:47 PM), Closing Date (4/13/2022 10:00:00 AM), Briefing Date And Time, Briefing Details, and Location Of Service (Coaches, Salt River). The right column contains 'Briefing Session' (Closing Date: 4/13/2022 10:00:00 AM), 'Attachments' (four PDF files), and a 'Log An Intent To Bid' toggle switch which is currently turned off.

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

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

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

[Close](#)

Briefing Session

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

Attachments

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

Log An Intent To Bid

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

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

delivering freight reliably

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

MY SUBMISSION INTENTS

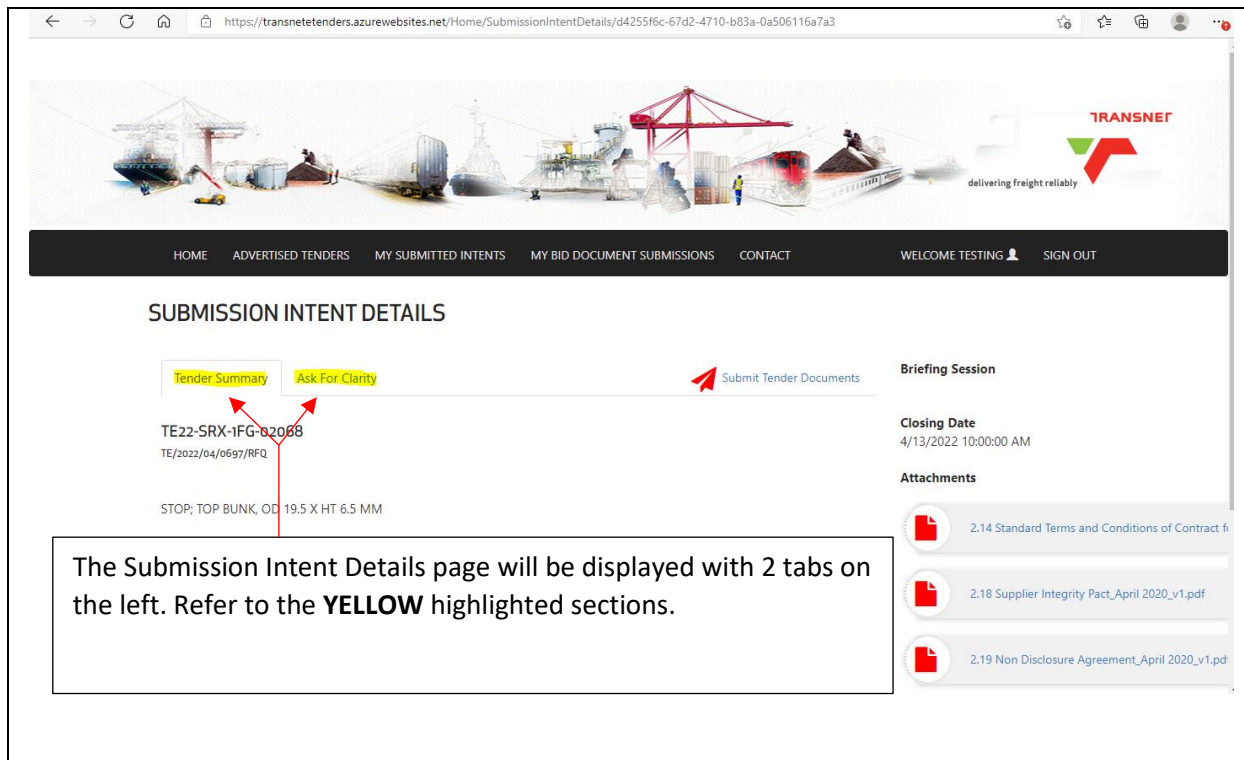
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

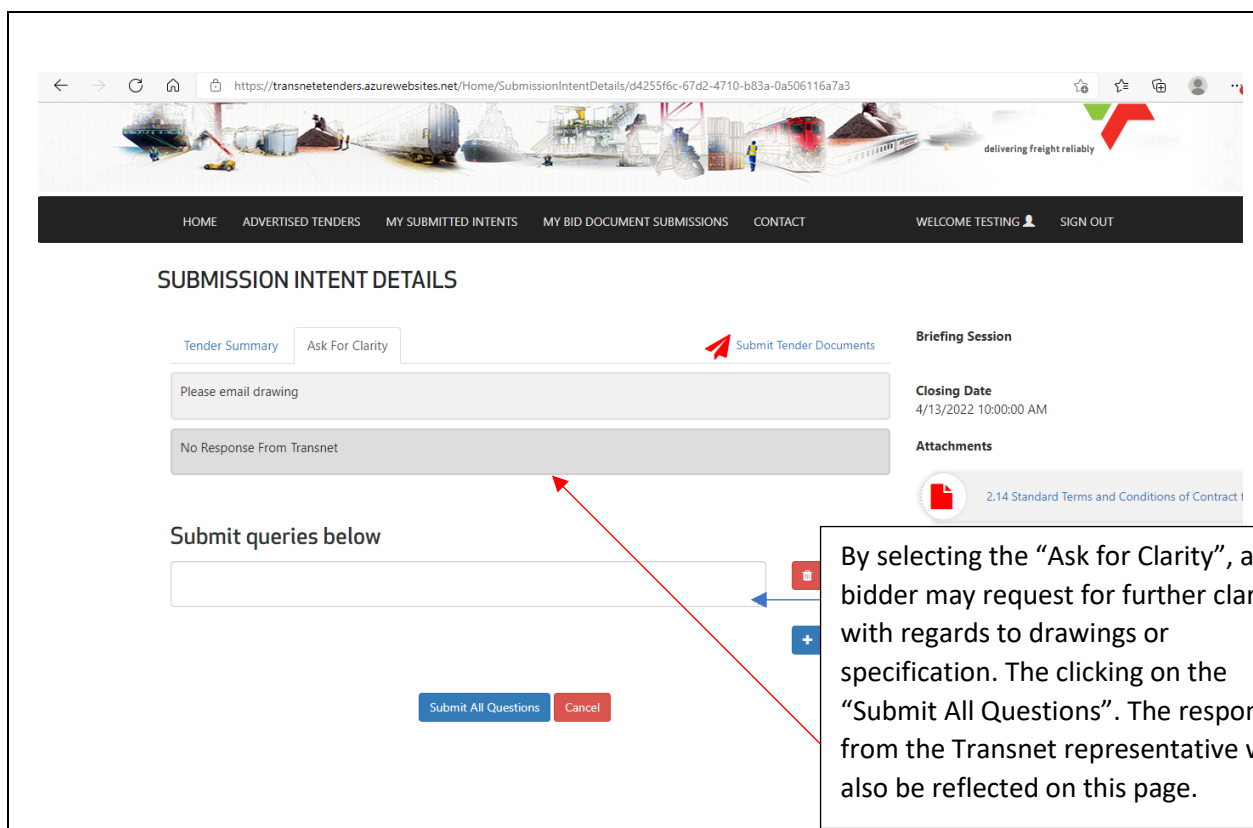
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Submit queries below

Submit All Questions Cancel

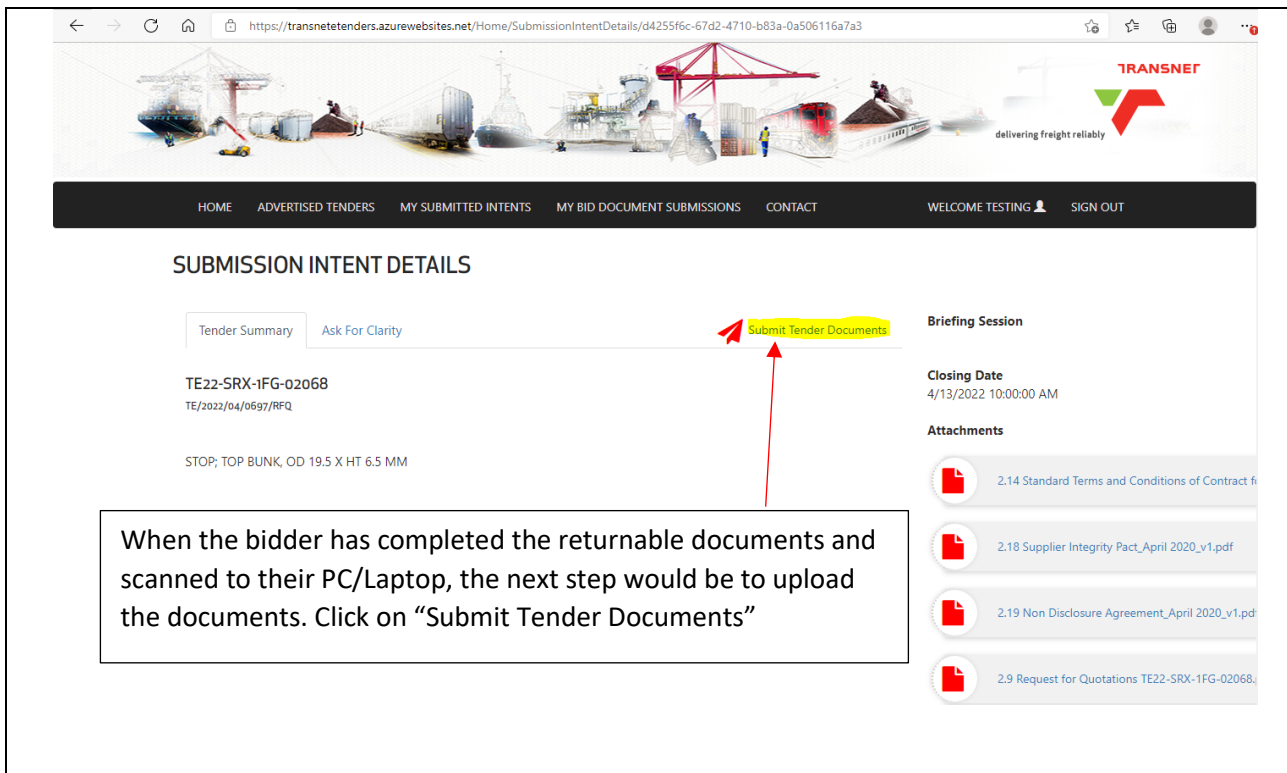
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

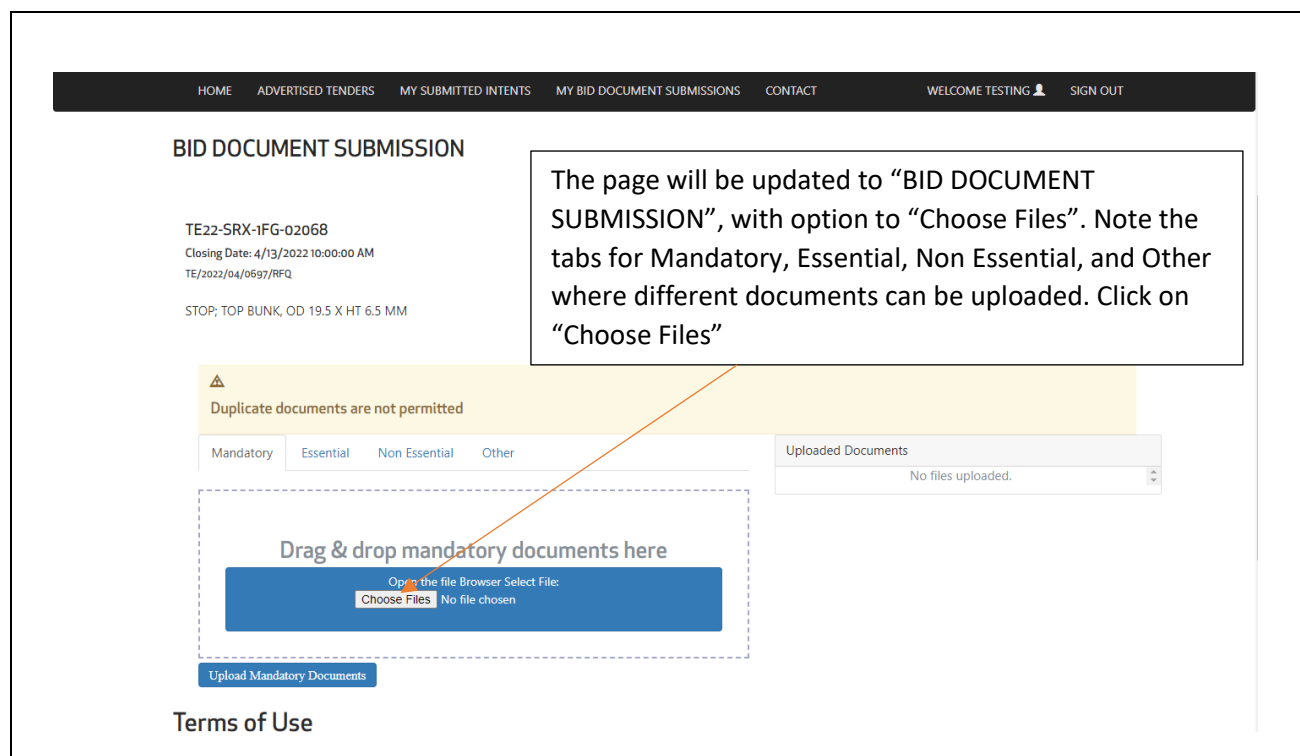
Briefing Session

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

Attachments

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

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



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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

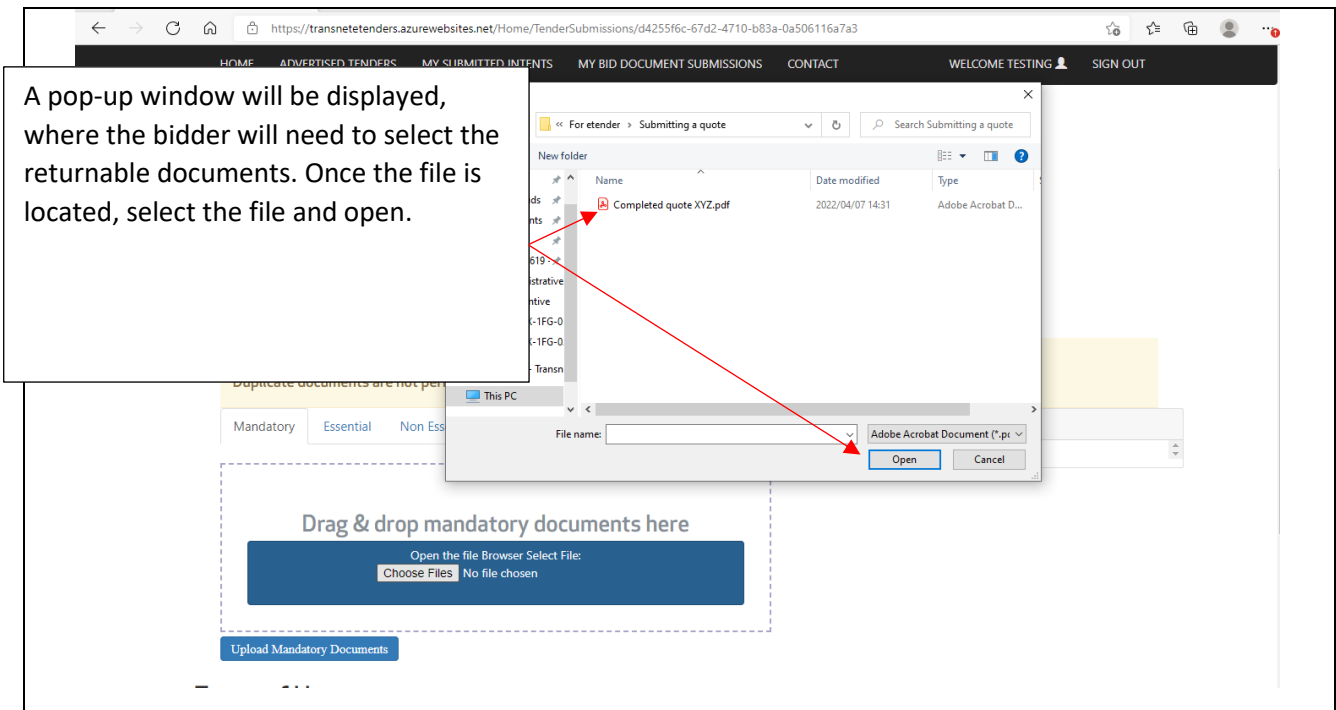
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

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

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



Drag & drop mandatory documents here

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

Upload Mandatory Documents

BID DOCUMENT SUBMISSION

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

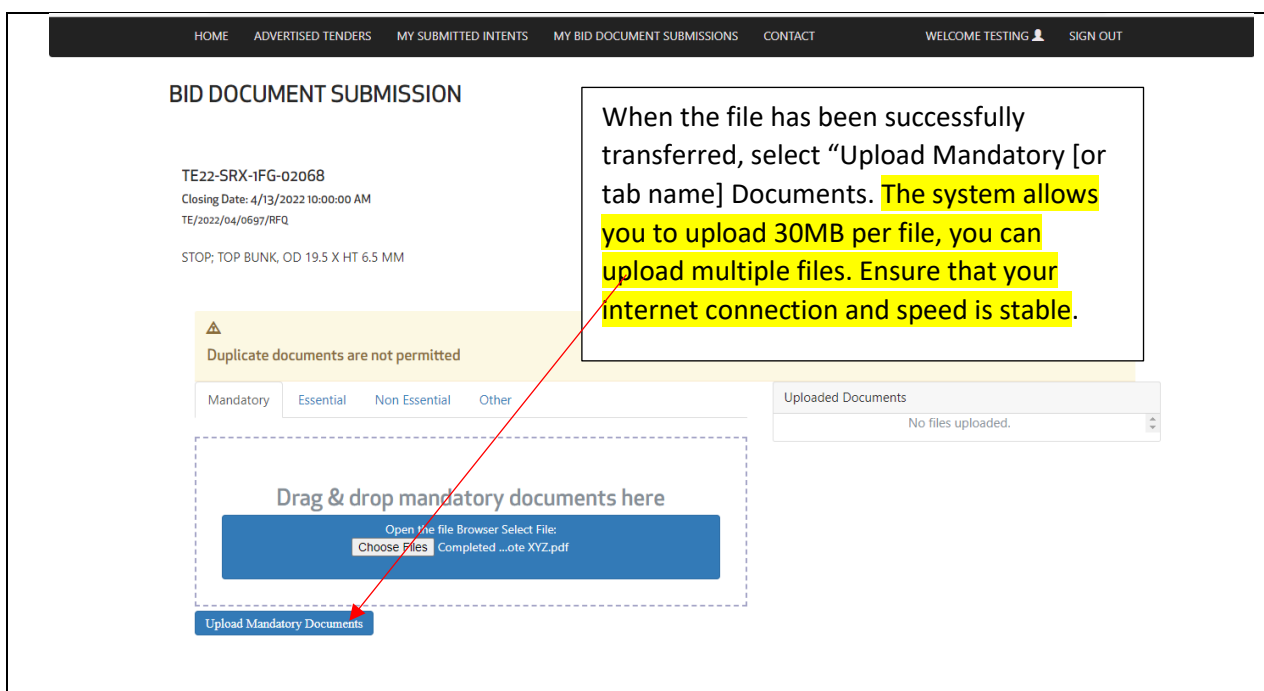
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

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



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

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

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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

← Back

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

→ Submit Bid

TRANSNET
delivering freight reliably

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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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

T1.2 Tender Data

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <ul style="list-style-type: none"> Part T: The Tender <ul style="list-style-type: none"> Part T1: Tendering procedures <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents <ul style="list-style-type: none"> T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract <ul style="list-style-type: none"> Part C1: Agreements and contract data <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities Part C2: Pricing data <ul style="list-style-type: none"> C2.1 Pricing instructions C2.2 Pricing Schedule Part C3: Scope of Services <ul style="list-style-type: none"> C3.1 Scope of Services

Part C4: Site Information

C4.1 Site Information

C.1.4 The Employer’s agent is:

Name: Rory Torr
 Address: Transnet National Ports Authority
 237 Mahatma Gandhi Road
 Durban
 4001

E – mail tenderenquiriespdu@transnet.net

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

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

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

2. Stage Two - Functionality:

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

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

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

3. Stage Three – Specific Goals:

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

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

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

C.2.12 No alternative tender offers will be considered.

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

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

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

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

C.2.15 The closing time for submission of tender offers is:
 Time: **16:00** on the **29th April 2024**
 Location: The Transnet e-Tender Submission Portal:
 (<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or

separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Maximum number of points
T2.2-02 Management and CV's of EPCM resources.	Key Personnel: Project Manager	14
	Relevant years of experience	
	Education, training, skills	
	Professional Registration	
	Key Personnel: Traffic Engineer	9
	Relevant years of experience	
	Education, training, skills	
	Professional Registration	
	Key personnel: Structural/Bridge Engineer	9
	Relevant years of experience	
	Education, training, skill	
	Professional registration	
Key Personnel: Civil Engineer	9	
Relevant years of experience		
Education, training, skill		
Professional Registration		
Key personnel: Land Surveyor	9	
Relevant years of experience		

	Education, training, skills Professional registration	
T2.2-03 Technical Approach	Outline of proposed approach with the following clearly outlined. Prefeasibility design development and links to Specialist Studies Design Reviewing process Resource matrix Management tools and system Works Information (design philosophy) Detailed method statement	25
T2.2-04 Estimated Project Duration	Gantt chart Programme estimating duration from award to completion of study phase. 1. Programme Structure 2. Overall Programme Duration	10
T2.2-05 Previous Experience	Company track record of conducting bridge and road prefeasibility projects in the past 15 years. Completion certificates or letters of completion from the Client for roads/bridges related capability projects completed in the last fifteen (15) years	15
Maximum possible score for Functionality		100

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

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

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

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

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

80 where the financial value of one or more responsive tenders received have a value is above R5 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals	20
TOTAL SCORE:	100

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

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Status Level of contributor (1 or 2)	5
30% Black Women Owned Entities	5
+50% Black Youth Owned Entities	5

+51 % EME or QSE Black owned	5
Non- Compliant and /or B-BBEE Level 3-8 contributors	0

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

The maximum points for this bid are allocated as follows:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of contributor (1 or 2)	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.
+50% Black Youth Owned Entities	<ul style="list-style-type: none"> Certified copy of ID Documents of the Owners B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.
+51 % EME or QSE Black owned	<ul style="list-style-type: none"> Certified copy of ID Documents of the Owners B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines.

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
SPECIFIC GOALS: B-BBEE Status Level of contributor (1 or 2) (5 Points) 30% Black Women Owned Entities (5 points) +50% Black Youth Owned Entities (5 points) +51 % EME or QSE Black owned (5 points)	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- h. has no legal capacity to enter into the contract;
 - i. is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
 - j. does not comply with the legal requirements, if any, stated in the tender data; and
 - k. is not able to perform the contract free of conflicts of interest.
 - l. is able, in the option of the employer to perform the contract free of conflicts of interest.
-
-

Part T2: Returnable Documents

T2.1: List of Returnable Documents

T2.1 List of Returnable Documents

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

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

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

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

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

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

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

2.1.3 Returnable Schedules:

General:

T2.2-06 Intention to Tender

T2.2-07 Authority to submit a Tender.

T2.2-08 Record of addenda to Tender Documents

T2.2-09 Letter/s of Good Standing

T2.2-10 Risk Elements

T2.2-11 Proposed Organisation Staffing

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

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

2.1.4 Agreement and Commitment by Tenderer:

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

T2.2-15 DPIP or FPPO

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

T2.2-17 Non-Disclosure Agreement

T2.2-18 RFP Declaration Form

T2.2-19 Service Provider Integrity Pact

T2.2-20 Certificate of Acquaintance with Tender Documents

T2.2-21 RFP Breach of Law

T2.2-22 Supplier Code of Conduct

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-23 Insurance provided by the Consultant

T2.2-24 Form of Intent to provide a Performance Guarantee

T2.2-25 Forecast Rate of Invoicing

T2.2-26 Three (3) years audited financial statements.

2.1.6 Transnet Vendor Registration Form:

T2.2-27 Supplier Declaration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Price Schedule)

2.6 C2.2 Price Schedule

2.7 C3.1 Scope of Services

2.8 C4.1 Site Information

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

This is to certify

that

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

**These Schedules are required for
Evaluation Purposes**

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

Persons

Please describe the management arrangements for the *works* and the tenderer is to take note that evaluation of this schedule will be referred to T2.2.-11 Proposed and Organisation and Staffing, therefore information submitted in both schedules should match.

Comprehensive CVs should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i) Personal particulars;
- ii) Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- iii) Skills;
- iv) Name of current employer and position;
- v) Overview of post graduate experience (year, organisation, position and responsibilities); and
- vi) Outline of recent assignments / detailed experience that has a bearing on the scope of work.

Key Personnel:

1x Project Manager

- The *services* of a Professional Project Manager is vital to project manage all the activities during this project phase.
- The *Consultant* shall procure the services of an experienced Project Manager who must be in possession of a Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP with minimum 12 years' relevant experience in roads and bridges.

1x Traffic Engineer

- The Traffic Engineer shall hold a Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the holistic approach of traffic assessments to provide a professional service ensuring project objectives are achieved.

1x Structural/Bridge Engineer

- Structural/ Bridge Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage
- Experience in, but not limited to, design and knowledge of bridges.

1x Civil Engineer

- Civil Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in civil design and construction.
- Experience in, but not limited to design, construction and upgrade of roads and bridges projects.

1x Land Surveyor

- Verification and monitoring of survey and setting out activities are critical to the successful completion of the project. Activities shall include, but is not limited to general surveys deemed necessary.

- The Consultant shall procure the services of qualified and experienced Land Surveyor with minimum ten (10) years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.

Details of experience for proposed staff working in roads and rail projects in terms of nature, complexity and value.

An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

A minimum of the following experienced key persons should be assigned to the contract.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager x 1		
2	Traffic Engineer x 1		
3	Structural/Bridge Engineer x 1		
4	Civil Engineer x 1		
5	Land Surveyor x1		



Attached submissions to this schedule:

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The scoring of the Management & CVs of Key Persons will be as follows:

Weight	Score 100	Score 90	Score 70	Score 40	Score 0
Project Manager [14 points]	'Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP, >15 years' relevant experience in roads and bridges.	Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP, >12 ≤15 years' relevant experience in roads and bridges.	Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP, 12 years' relevant experience in roads and bridges.	Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP, <12 years' relevant experience in roads and bridges.	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.
Traffic Engineer [9 points]	Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >12 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the holistic approach of traffic	Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer /Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >10 ≤12 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the holistic approach of traffic	Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer /Technologist in terms of the Engineering Profession Act (Act 46 of 2000), 10 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the holistic approach of traffic	Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer /Technologist in terms of the Engineering Profession Act (Act 46 of 2000), <10 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the holistic approach of traffic	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.

	assessments to provide a professional service ensuring project objectives are achieved.	assessments to provide a professional service ensuring project objectives are achieved.	assessments to provide a professional service ensuring project objectives are achieved.	assessments to provide a professional service ensuring project objectives are achieved.	
Structural/Bridge Engineer [9 points]	'Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >12 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage. Experience in, but not limited to, design and knowledge of bridges.	Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >10 ≤12 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage. Experience in, but not limited to, design and knowledge of bridges.	Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), 10 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage. Experience in, but not limited to, design and knowledge of bridges.	Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), <10 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage. Experience in, but not limited to, design and knowledge of bridges.	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.
Civil Engineer [9 points]	Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >12 years relevant experience in civil design and construction. Experience in, but not limited to design,	Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), >10 ≤12 years relevant experience in civil design and construction. Experience in, but not limited to design,	Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), 10 years relevant experience in civil design and construction. Experience in, but not limited to design,	Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer/Technologist in terms of the Engineering Profession Act (Act 46 of 2000), <10 years relevant experience in civil design and construction. Experience in, but not limited to design,	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.



	construction and upgrade of roads and bridges projects.	construction and upgrade of roads and bridges projects.	construction and upgrade of roads and bridges projects.	construction and upgrade of roads and bridges projects.	
Land Surveyor [9 points]	Qualified and experienced Land Surveyor with >twelve (12) years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.	Qualified and experienced Land Surveyor with >10 ≤12 years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.	Qualified and experienced Land Surveyor with ten (10) years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.	Qualified and experienced Land Surveyor with <ten (10) years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent	The tenderer has submitted no information or inadequate information to determine a score or key person not professionally registered with the relevant body or does not have prerequisite qualifications or certificates.

T2.2-03: Evaluation Schedule - Approach Paper

Approach paper which responds to the Scope of Services and addenda outlines proposed approach/methodology including that relating but not limited to programme, method statement, technical approach and an understanding of the project objective. The approach paper should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate the alignment to key persons and organogram to exhibit clear understanding of the project.

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

The Approach Paper should cover:

- Outline of proposed approach
- Detailed method statement, technical approach, supervision, monitoring of construction sequencing in terms of the Works Information (design philosophy)
- Demonstrate an understanding of the project objectives

The Approach Paper must be aligned to; and accompanied by a programme indicating Start and Completion Dates, Key Dates, milestones and resource activities. The programme must clearly indicate the timeframes to review and submit revised updated information to meet project deliverables.

The approach paper shall include as a minimum but not limited to the following (**Consultant must refer to the full description of the Scope of Services**):

1. Outline of proposed approach
2. Prefeasibility design development approach
3. Design Reviewing process
4. Detailed list of other resources, professional skills and utilisation including a resource matrix
5. Management tools and system
6. Works Information (design philosophy)
7. Detailed method statement, technical approach and construction sequencing in terms of the scope

The tenderer must attach their Approach Paper to this page.

The scoring of the approach paper will be as follows:

Objectives:	Overall Weight [25]	Score Criteria/Description	Score
1. Outline of proposed approach with the following clearly outlined. i. Traffic Impact Assessment ii. Geotech & Survey Investigations iii. Environmental Socio-economic Approach iv. Health & Safety Approach	0.10	The Tenderer has not submitted an approach paper.	0
2. Prefeasibility design development and links to Specialist Studies	0.20	Technical approach paper is not specific to the project and does not adequately address the requirements of the scope of works. Less than 5 objectives have been detailed.	40
3. Design Reviewing process i. Show all reviewers ii. Qualification of Reviewers (Must be senior and Registered with a professional body) iii. Process flow chart to illustrate review process iv. Reviewal Tools (e.g sign off sheets etc.)	0.10	The technical approach paper is detailed and specific to the scope of works and addresses 5 of the project objectives.	70
4. Resource Matrix i. Organizational Structure ii. Skills Matrix	0.10	The technical approach paper is detailed and specific to the scope of works and addresses the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. 6 objectives have been detailed.	90
5. Management Tools and System Auto Cad, MS Projects & other design, drawing and scheduling packages	0.15	The technical approach paper is detailed and specific, innovative and class leading and exceeds project requirements. 7 objectives have been detailed.	100
6. Works Information (design philosophy)	0.20		

<p>7. Detailed method statement</p> <ul style="list-style-type: none">i. Method Statement aligned to all scope itemsii. The method statement shows all engineering and designing activitiesiii. Key Stakeholders Identifiediv. Project Risks Identifiedv. Quality Management Clearly outlined	<p>0.15</p>		
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T.2.2-04: Evaluation Schedule - Programme

Note to tenderers:

Programme

The tenderer submits a detailed Gantt chart programme that clearly sets out timelines for the project milestones, guides resource allocation, and helps manage potential project risks to provide the required services. The proposed programme shall include but not be limited to the following:

1. Programme Structure/Requirements [7 points]

a) Level 3 Programme

The proposed programme is clear and easy to understand and presented in a Level 3 programme on Primavera or MS Project. The delivery dates for all key deliverables are realistic and achievable given the available resources and constraints. All the task durations and resource allocations are reasonable, and the schedule considers potential project risks (time risk allowance).

b) Logical Sequence

The programme follows a logical sequence of tasks and activities with predecessor and successors clearly indicated. The order and timing of prefeasibility and design tasks/activities that will take place in order to provide the services is accurately identified and accounted for.

c) Critical path

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

d) Milestones and deliverables

The programme clearly identifies key project milestones, and the milestone dates are realistic and aligned to the project objectives. The programme takes into account the dependencies between deliverables and quality requirements including interim approvals by the *Project Manager* and/or the *Employer*.

e) Resource Allocation

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

2. Overall Programme Duration: [3 points]

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

The scoring of the Programme will be as follows:

Scoring	Programme structure [7]	Overall programme durations [3]
(Score 0)	Tenderer has not submitted a programme to evaluate the score, or has submitted a programme that is not Level 3.	Tenderer has not submitted a programme to evaluate the score.
(Score 40)	The tenderer has submitted a proposed gantt chart that meets 2 of the 5 requirements.	The proposed duration is more than 9 months.
(Score 70)	The tenderer has submitted a proposed gantt chart that meets 3 of the 5 requirements.	The proposed duration is 9 months.
(Score 90)	The tenderer has submitted a proposed gantt chart that meets 4 of the 5 requirements.	The proposed duration is 8 months.
(Score 100)	The tenderer has submitted a proposed gantt chart that meets 5 or more requirements.	The proposed duration is 7 months or less.



Fill in as many line items as needed for the similar previous projects undertaken, starting from the most recent projects completed:

Client	Client contact details	Project Description	Year of project completion	Project Value

The scoring of the tenderer's previous experience will be as follows:

	Company's Previous Experience
No Response (score 0) No submission	The tenderer has submitted no information or inadequate information to determine the score or submitted none or only one completion certificate or letter of completion from the Client, or has submitted completion certificates or letters of completion which are not in line with the scope of work.
Poor (score 40)	The tenderer has submitted completion certificates or letters of completion from the Client for two (2) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have limited experience.
Satisfactory (score 70)	The tenderer has submitted completion certificates or letters of completion from the Client for three (3) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have satisfactory experience.
Good (score 90)	The tenderer has submitted completion certificates or letters of completion from the Client for four (4) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have good experience.
Very Good (score 100)	The tenderer has submitted completion certificates or letters of completion from the Client for five (5) roads/bridges related capability projects completed in the last fifteen (15) years and therefore deemed to have outstanding experience.

General Returnable Schedules



T2.2-06: INTENTION TO TENDER

Transnet National Ports Authority

Tender No: TNPA/2024/01/0004/53055/RFP

Closing Date: **29th April 2024**

Email:

tenderenquiriespdu@transnet.net

**PROVISION FOR PRE-FEASIBILITY STUDIES FOR REPOSITIONING OF
 ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT FOR THE PORT OF
 DURBAN**

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

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

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____

T2.2-07: AUTHORITY TO SUBMIT A TENDER.

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____ --

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

connection with the tender offer for Contract _____
_____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

Name of firm	Address	Authorising signature, name (in caps) and capacity



D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-08: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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



**T2.2-09 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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T2.2-11: PROPOSED ORGANISATION AND STAFFING

Attached submissions to this schedule:

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

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

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+51 % QSE and EME Owned Entities	<ul style="list-style-type: none"> • Certified copy of ID Documents of the Owners and • B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

Note: Tenderers who fail to submit acceptable evidence for specific goals applicable in will be allocated zero (0) preference points.

ATTACHED SUBMISSIONS TO THIS SCHEDULE:

.....

.....

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.....

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

Note to tenderers:

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

A schedule detailing the following:

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

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

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

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

Index of documentation attached to this schedule:

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

T2.2-14 : ANNEX G COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD4

BIDDER'S DISCLOSURE (SBD4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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



2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	
B-BBEE Status Level of Contribution (Level 1 & 2) - 5	
30% Black women Owned entities – 5	
+50% Black Youth Owned Entities - 5	
+51% EME or QSE Black owned - 5	
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

3.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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



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

4. BID DECLARATION

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

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

5.1 B-BBEE Status Level of Contribution: . =(maximum of 10 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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



7. DECLARATION WITH REGARD TO COMPANY/FIRM

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

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:



- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

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

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

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

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

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

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

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

2. SERVICE LEVELS

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

Acceptance of Service Level

YES	
------------	--

NO	
-----------	--

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

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

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

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

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

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

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

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

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

YES	
-----	--

NO	
----	--

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

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



3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2024

Name: _____

Title: _____

Signature: _____

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

Authorised signatory for and on behalf of
.....(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-17 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer



T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:



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

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

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

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

IMPORTANT NOTICE TO TENDERERS

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

T2.2-19 SERVICE PROVIDER INTEGRITY PACT

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that 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 the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
 - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

10 DISPUTE RESOLUTION

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



11 GENERAL

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

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

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

Signature

Date

T2.2-20 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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



suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-22: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-23: INSURANCE PROVIDED BY THE *CONSULTANT*.

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

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

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

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

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

Name of Guarantor
(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-25: FORECAST RATE OF INVOICING

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

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



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

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

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.....

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Co:

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

Consultant:

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

Consultant:

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

Proposed Sub-consultant 1:

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

Proposed Sub-consultant 2:

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

Proposed Sub-consultant 3:

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



Proposed Sub-consultant 4:

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

Proposed Sub-consultant 5:

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

Proposed Sub-consultant 6:

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

Proposed Sub-consultant 8:

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

Proposed Sub-consultant 9:

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

Proposed Sub-consultant 10:

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

T2.2-27 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?							Yes	No
If YES state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office		

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?					Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership							
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									

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

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician’s letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required

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

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

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

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



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

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

Deponent Signature

.....

Date

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

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

3. I hereby declare under Oath that:

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

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



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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

The Contract

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

C1.1: FORM OF OFFER & ACCEPTANCE

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

PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the Employer

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf of

(Insert name and address of organisation)

Transnet SOC Ltd

.....

.....

Name & signature of witness

.....

.....

.....

.....

Date

.....

.....

C1.2: Contract Data Part 1 and 2



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of Rights
		X10: Employer's Agent
		X11: Termination by the Employer
		X13: Performance Bond
		X18: Limitation of Liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	



10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd.		
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000		
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Queens Warehouse 237 Mahatma Gandhi Road Durban 4001		
11.2(9)	The <i>services</i> are	Prefeasibility Studies for repositioning of Entrance Gate and Development of Bridges at Point Precinct for the Port of Durban.		
11.2(10)	The following matters will be included in the Risk Register	Traffic Congestion		
11.2(11)	The Scope is in	Part C3.1: Scope of Services		
12.2	The <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 weeks		
13.6	The <i>period for retention</i> is	Five (5) years following Completion or earlier termination		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	as defined in the Scope or to be defined per Task Order		
3	Time			
30.1	The <i>starting date</i> is	May 2024		
30.2	The <i>completion date</i> is	January 2025		
30.3	Key Dates	Task Description	Start Date	End Date
		TO #1 – Pre-feasibility studies, Options & MCA	May 2024	August 2024
		TO #2 – Develop concept, PLP, Gate review	August 2024	Jan 2025



11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	Nine (9) months after the start date	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks from the start date of contract for overall duration of services and the start of each task order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks or at intervals no longer than the period stated in the Task Order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	As defined in the Scope.	
41.1	The <i>defects date</i> is	26 Weeks after Completion of a Task for the services associated with such Task	
5	Payment		
50.1	The <i>assessment interval</i> is on the	Twenty-fifth (25th) day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Expenses/claims/costs pertaining to these items must be specifically and individually approved (in writing) by the Employer before the <i>Consultant</i> incurs any corresponding expense. Expenses will only be paid on a proven cost basis (specifically the submission of a detailed invoices
		Car hire not exceeding group B	
		Accommodation – Protea Group or Town Lodge Group or 3 Star equivalent	
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR)	
51.5	The <i>interest rate</i> is	the prime lending rate of the Rand Merchant Bank of South Africa	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i>	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i>	
8	Indemnity, insurance and liability		



81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger	



		Liability Indemnity for an amount of not less than R5 000 000.00
81.1	The <i>Employer</i> provides the following insurances	<p>Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i></p> <p>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i></p>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R2 000 000.00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultants</i> liability will be limited to the final total of the Prices.
9	Termination	No additional data required for this section of the <i>conditions of contract</i>
10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 Weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)



W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, KwaZulu Natal, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>services</i> are	R3 000.00 per day
X7.3	The Consultant pays delay damages at the rate stated in the Task Order for each day from the Task Completion Date until Task Completion	Task Order #1 - R 3 000.00 per day Task Order #2 - R 3 000.00 per day
X9	Transfer of Rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	TBC
	Address	Queens Warehouse 237 Mahatma Gandhi Road Durban
	The authority of the <i>Employer's Agent</i> is	The <i>Employers Agent</i> is delegated to carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1, 90, 91 and 92 (Termination)



X13	Performance Bond
X13.1	The amount of the performance bond is 5% of total of the Prices including VAT
X18	Limitation of liability
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: The total of the Prices
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to: The Cost of correcting the Defect.
X18.3	The <i>end of liability date</i> is Five (5) Years after Completion of the whole of the <i>services</i>.
Z	<i>Additional conditions of contract</i>
	The <i>additional conditions of contract</i> are
Z1:	Obligations in respect of Joint Venture Agreements
Z1.1	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure; <p>Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>;



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



Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
		<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
Z6	Protection of Personal Information Act	<p>The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>
Z7	Consultant's Responsibility for the Design	
Z7.1		<p>The <i>Consultant</i> shall be fully liable and responsible for the engineering design as Annexed to the Scope, which was produced and provided by <i>Others</i>. The <i>Consultant</i> shall not provide an alternate design.</p> <p>The <i>Consultant</i> shall not change the design in any way whatsoever that contradicts the original design to the point where it alters or changes the basis upon which the provided design was produced. Any minor alterations or amendments to the design during construction are subject to the approval of the <i>Employer's Agent</i>. The <i>Consultant</i> shall take full responsibility for the design.</p>
Z7.2		<p>Failure by the <i>Consultant</i> to take full responsibility for the postulated design shall result in breach of this contract. At contract stage the design provided by</p>



	<p><i>Others</i> as Annexed to the Scope, shall become the <i>Consultant's</i> design. As such, the <i>Consultant</i> shall sign off the As-Built drawings after construction and bear the full engineering responsibility in terms of the "Duties of Designer" as described under clause 6, GRN 84 of the Construction Regulations (Act 85 of 1993) for the <i>services</i>.</p> <p>In addition, the <i>Consultant</i> shall provide the services equivalent to Stage 5 as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, Act No.46 of 2000.</p> <p>The <i>Consultant</i> takes on the responsibility of a "registered person" in accordance to the ECSA Code of Conduct.</p>
Z8	Additional Clause Relating to the Employer's rights to take appropriate action
Z8.1	Any declared, exposed or confirmed tender rigging.
Z8.1.1	<p>The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.</p>
Z8.1.2	<p>To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</p>
Z8.1.3	<p>The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</p>
Z8.1.4	<p>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</p>



		other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z8.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z8.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z9	Time	
Z9.1		<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>
Z10	Compensation Events	
Z10.1		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> .
Z11	Limitation of liability	
Z11.1		<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>
Z12	Additional clauses relating to cession of rights	
Z12.1		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.



Z13	<i>Employer's Step in rights</i>
Z13.1	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> .
Z13.2	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.
Z14	Additional clauses relating to payment & the first assessment interval
Z14.1	In the event that the <i>Consultant</i> is not loaded on the vendor data base, the <i>Employers Agent's</i> first assessment of the amount due will be done once the <i>Consultant</i> has been successfully loaded as a vendor on the <i>Employers</i> data base following submitting all valid updated documents to the Procurement officer. Therefore, on NEC PSC Clause 50.1 the following text is removed in its entirety "and is no later than the <i>assessment</i> interval after the <i>starting date</i> ".



C1.2 Contract Data

Part two - Data provided by the *Consultant*

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

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

25.2	The <i>Employer</i> provides access to the following persons, places and things	As defined in the Scope of Services
G	Term contract	
11.2(25)	The <i>task schedule</i> is in	Refer to Part C2.2

C1.3: Form of Guarantee

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

Pro forma Performance Guarantee (for use with Option X13)

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

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

Date:

Dear Sirs,

Performance Guarantee for Contract No:

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

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

(the *Employer*) and

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

(the *Consultant*), for

{Insert details of the *services* from the Contract Data} (the *services*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

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



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

8. Subject to the Guarantor's total liability referred to in clause 9 below, the Guarantor undertakes to pay the *Employer* the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the *Employer's Agent* to the Guarantor calling up this Performance Guarantee stating that:
 - 8.1 The Contract has been terminated due to the *Consultant's* default or failure to fulfil its obligations under the Contract and that the Performance Guarantee is called up in terms of this clause 8. A copy of the termination certificate shall be enclosed with the demand;

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

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

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

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

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

Part C2: Pricing Data

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option G	2
C2.2	Pricing Schedule	4

C2.1 Pricing assumptions: Option G

C2.1.1 Pricing Instructions

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

C2.1.2 Expenses

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



5) All air travel shall be in economy class on a scheduled airline.

6) Accommodation means a

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

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

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

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

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

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

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

C2.2 Pricing Schedule

The *staff rates* are:

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

The *expenses* are:

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

C2.3 Task Schedule

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

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

Item	Activity Description	Unit	Quantity	Amount
1.	TASK ORDER # 1 – PREFEASIBILITY STUDIES, OPTION ENGINEERING & MCA REPORT (ESTIMATED DURATION 4 MONTHS)			
1.1	<i>The Consultant shall conduct traffic impact assessment, desktop geotechnical investigations, hydrological study, surveys, Hazop study, socio-economic study, environmental study and optioneering using Multi-Criteria analysis for the Repositioning of the Entrance Gate and Development of Bridges at point precinct for the Port of Durban.</i>			
1.1.1	Present Draft Traffic Impact Assessment (TIA) Report	Sum		
1.1.2	Present Final Traffic Impact Assessment (TIA) Report	Sum		
1.1.3	Present a Draft Desktop geotechnical investigations report	Sum		
1.1.4	Present a Final Desktop geotechnical investigations report	Sum		
1.1.5	Present Draft Hydrological Study	Sum		
1.1.6	Present Final Hydrological Study	Sum		
1.1.7	Present Surveys Report	Sum		
1.1.8	Present Draft Hazop Study	Sum		
1.1.9	Present Final Hazop Study	Sum		
1.1.10	Present draft Socio-economic Study	Sum		
1.1.11	Present final Socio-economic Study	Sum		
1.1.12	Present Draft Environmental Report	Sum		
1.1.13	Present Final Environmental Report	Sum		
1.1.14	Present MCA Report	Sum		
1.1.15	Disbursements (Task Order #1)	Sum		
	TOTAL TASK ORDER #1			



Item	Activity Description	Unit	Quantity	Amount
2.	TASK ORDER # 2 – DEVELOP CONCEPT DESIGN, PLP AND GATE REVIEW (ESTIMATED DURATION 5 MONTHS)			
2.1	<i>The Consultant shall produce prefeasibility design reports, drawings, study reports, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the Repositioning of the Entrance Gate and Development of Bridges at point precinct for the Port of Durban.</i>			
2.1.1	Present a signed-off concept	Sum		
2.1.2	Present Design Basis Report	Sum		
2.1.3	Present all prefeasibility designs and reports	Sum		
2.1.4	Present Schedule, including critical project milestones for the complete project	Sum		
2.1.5	Present 3D rendered drawings and traffic simulation report	Sum		
2.1.6	Present schedule	Sum		
2.1.7	Present Project cost estimate	Sum		
2.1.8	Present assumptions which form the basis of the cost estimate.	Sum		
2.1.9	Present detailed and realistic cash flow plan in line with the proposed schedule	Sum		
2.1.10	Present monthly progress reports	Sum		
2.1.11	Present all draft PLP prefeasibility reports, (refer Annexure 10)	Sum		
2.1.12	Present all final PLP Reports as well as other supporting reports, (refer Annexure 10)	Sum		
2.1.13	Present Business Case for feasibility phase, with all required inputs	Sum		
2.1.14	Present Specialist Studies Report	Sum		
2.1.15	Present required engineering project specifications (in the event of no existing but deemed necessary)	Sum		
2.1.16	Present engineering and design method statements	Sum		



2.1.17	Present Risk Register	Sum		
2.1.18	Finalise Reports and obtain approval for all reports	Sum		
2.1.19	Disbursements (Task Order #2)	Sum		
2.1.20	Gate Review	Sum		
	SUB TOTAL TASK ORDER #2			

3.1	Total Price to be carried over to the Form of Offer and Acceptance (excluding VAT) (T01 + T02)	
3.2	VALUE ADDED TAX @ 15% to be carried over to the Form of Offer and Acceptance (T01 + T02)	
3.3	TOTAL PRICE to be carried over to the Form of Offer and Acceptance (including VAT) (T01 + T02)	

The *Consultant* to provide the list of resources and hourly rates:

6.0	RESOURCE (<i>Consultant</i> to add any resources not included in the list but required to undertake the stated tasks)	RATE PER HOUR
6.1	Project Manager	
6.2	Traffic Engineer	
6.3	Structural/Bridge Engineer	
6.4	Civil Engineer	
6.5	Land Surveyor	

Part C3: Scope of Services

PART C3: SCOPE OF SERVICES

Rev 0

Document reference	Title	No of pages
C3.1	Entrance Gate and Bridges at Point Precinct	
	Total number of pages	27



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Glossary

The definitions listed below apply to this document.

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



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Abbreviations	Definition
Etc.	Etcetera
FBS	Facility Breakdown Structure
FEL	Front End Loading
FEQ	Field Engineering Query
FFC	Final Forecast Cost
HAZOP	Hazard And Operability Study
H&S	Health And Safety
ICT	Information And Communications Technology
IDZ	Industrial Development Zone
i.e.	That Is
IP	Industrial Participation
IR	Industrial Relations
ISO	International Standards Organization
Km	Kilometre/S
kV	Kilovolt
DAC	Divisional Acquisition Council
M	Metre/S
m/s	Metre Per Second
Mtpa	Million Tonnes Per Annum
Native	Original Electronic File Format Of Documentation
NCR	Non-Conformance Report
NEC	New Engineering Contract
OHS Act	Occupational Health And Safety Act
PCI	Principal Controlled Insurance
PCS	Process Control System
PCT	Port Container Terminal
PEP	Project Execution Plan
PFMA	Public Finance Management Act
PSC	Professional Services Contract
PSP	Private Sector Participation



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Abbreviations	Definition
PMI	Project Manager's Instruction
PPE	Personal Protection Equipment
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Procedure
RACI	Responsibility, Approval, Consulted And Informed
RAITC	Risk Adjusted Indicative Total Cost
SANS	South African National Standards
SCADA	Supervisory Control And Data Acquisition
SD	Supplier Development
SHEQ	Safety, Health, Environment And Quality (Management System)
SI	International System Of Units (Metric)
SOC	State Owned Company
T	Tonne Or Metric Ton (1,000kg)
Tal	Tonne Axle Load
TEAR	Tender Evaluation And Adjudication Report
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals
Transnet	Transnet Soc Ltd
UPS	Uninterrupted Power Supply
VAT	Value Added Tax
vs.	Verses
WBS	Work Breakdown Structure
%	Percentage
3D	Three Dimensional



1 EXECUTIVE OVERVIEW

Transnet National Ports Authority (TNPA) plays a critical role in the logistics business through its eight commercial Ports located in the various provinces in South Africa (SA). To improve its service offering, TNPA will undertake critical projects to create the necessary port capacity ahead of demand.

The KwaZulu-Natal Logistics Hub (KZN-LH) Programme has been created within TNPA to focus on the delivery of these critical projects in the Durban and Richards Bay Ports.

Some of the key projects for the Programme include:

- New Navy Base and Satellite Station
- New Container Terminals
- Expansion of Dry Bulk Facilities & New Dry Bulk Terminals
- New LNG Terminal
- Road and Rail upgrades
- Entrance Channel expansions

The Programme will roll out a significant number of projects in the coming years. These particular projects have varying levels of development stages when measured against the different project phases within the Transnet Project Lifecycle Process (PLP). A significant number of projects require prefeasibility studies to be completed in the short term.

Point Precinct Operations

The Point precinct is dedicated to the Automotive and Multi-Purpose Terminals (MPT). The containerised cargo handled at Point Precinct is limited. The current facilities at Point Precinct include 5 berths shared with break bulks for a total of 1,158m and a storage area of 16ha. Currently the cargo is handled by mobile cranes and the capacity based on current productivity rates is around 200,000 TEUs.

The berth productivity of this precinct is very low compared with African and any other terminals internationally. This is largely due to the use of mobile harbour cranes instead of Ship to Shore (STS) cranes, berth availability and design vessel. Therefore, there is room for improvement. The storage productivity is low compared to most terminals regionally and globally. The key issues identified in the existing capacity analysis for Point Precinct are:



- The number of berths available are limited and berth depths need to be increased to accommodate larger container vessels.
- The operational precinct area is limited to accommodate different types of cargoes. Prioritisation of commodities is required to accommodate future traffic.
- Limited amount of cargo is moved by rail, and this increases the road congestion to the precinct. A joint traffic study between the City of Durban and Transnet has been commissioned to confirm the limit of Heavy Goods Vehicles (HGV) that can operate at these two terminals.

Transnet has committed on DCT Pier 2 PSP by TPT and PCT development by TNPA. PCT development presents an opportunity of increasing capacity from 200,000 TEUs to 1.8m TEUs. This development will see the current auto terminal operations been relocated on the adjacent T-jetty area. The current buildings and structures at the T-jetty will be demolished to make way for a throughput auto facility which will increase capacity from 13,000 to 15,000 units.

1.1 Location Of The Site And Access

The Port of Durban is located on the east coast of KwaZulu-Natal within the eThekweni Municipality. The Port of Durban consists of multiple precincts that handle different commodities such as, Liquid bulk, Automotive, Dry bulk, etc. The Entrance Gate and Bridges is located at the Point Precinct. Figures 1- illustrates the aerial view of proposed Entrance Gate and Bridges at Point Precinct.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN



Figure 1: Aerial View of Proposed Entrance Gate and Bridges At Point Precinct

Note: The entrance gate is along Quayside Road. Bridge 1 will span across Shepstone Street and Bridge 2 will span over Quayside Road.

The purpose of the two proposed bridges and the upgrade of road is to accommodate increased traffic volumes for both Automotive and Container Terminals in the short, medium and long-term. The services do not include the design of the Entrance Gate. As far as the Entrance Gate is concerned the *Consultant* is expected to indicate the position of the Entrance Gate only.



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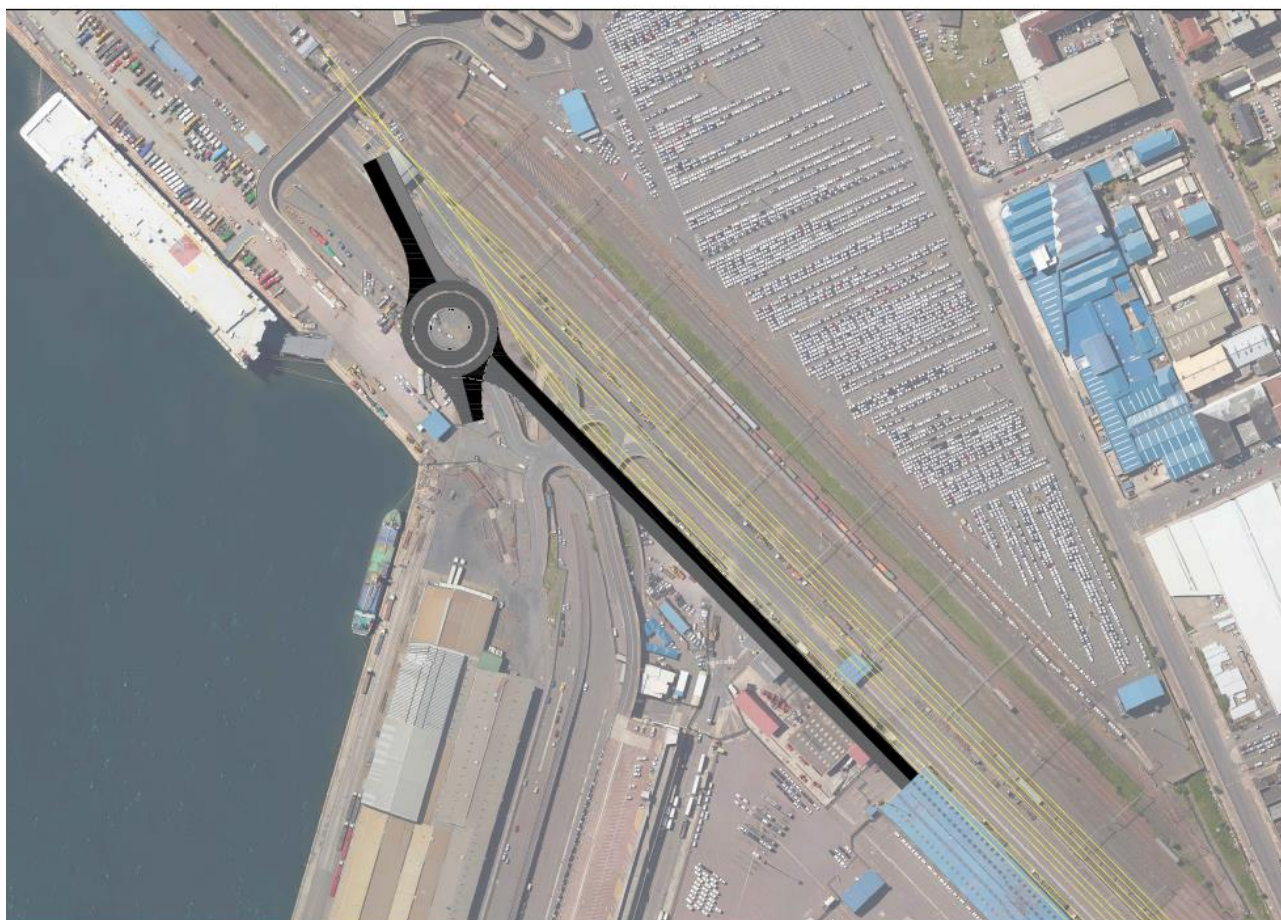


Figure 2: Proposed New Turning Circle at Point Precinct



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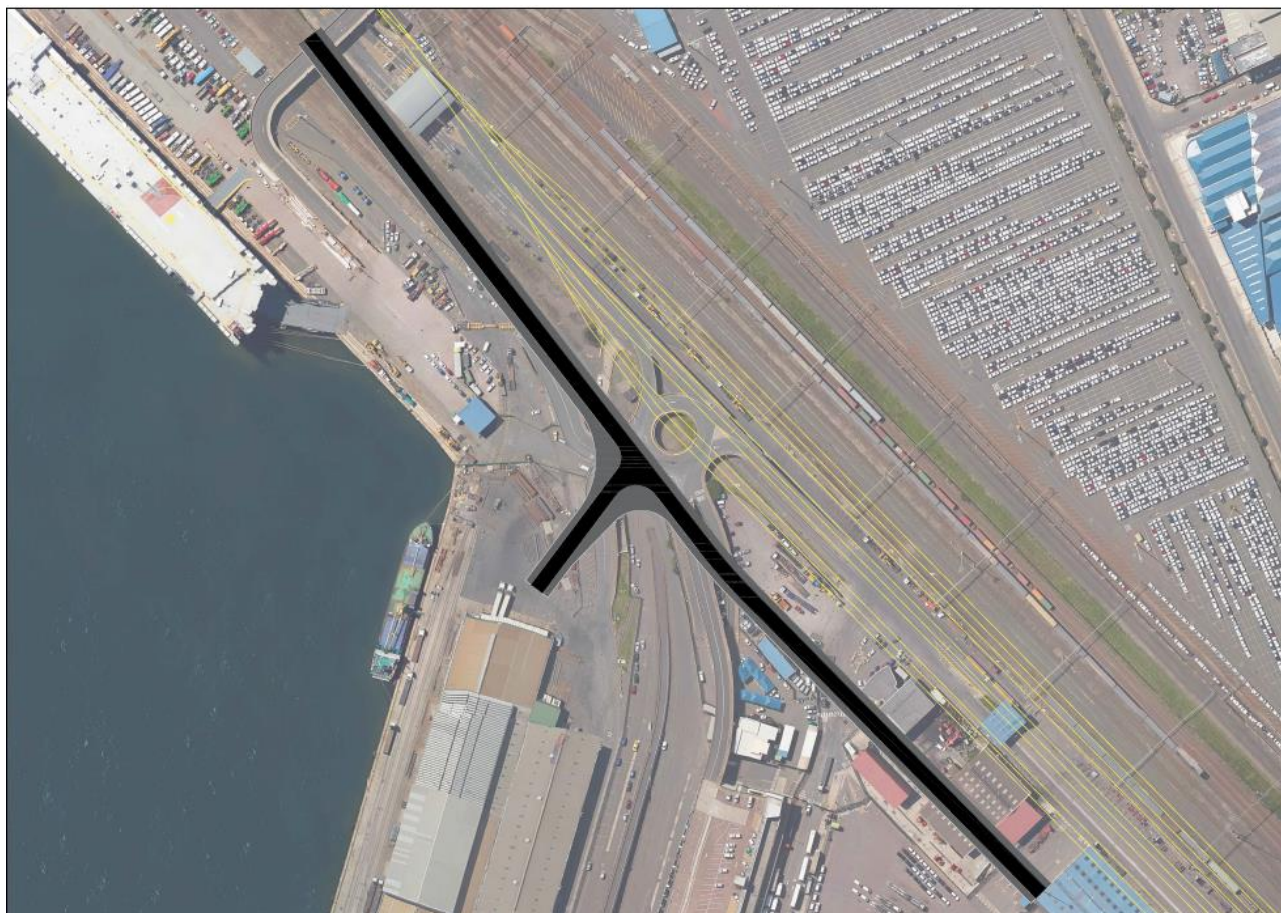


Figure 3: Proposed New T-Junction at Point Precinct

Note: The above Figure 2 and Figure 3 are merely guiding concepts from the client. The *Consultant* will be required to conclude on the concepts during the MCA phase.



2 SCOPE OF SERVICES

2.1 Employer's Objective

The *Employer's* objective is to enter into a Contract with a *Consultant* to produce prefeasibility studies, designs and drawings, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the road upgrade and bridges. The work will be completed by virtue of two task orders, which will be explained in detail.

2.2 Scope Of Services

Task Order 1: Prefeasibility Studies, Options and Multi-Criteria Analysis (MCA)

The *Consultant* shall meet the following minimum requirements but not limited to:

a) Traffic Impact Assessment (TIA)

Wholistic Traffic Impact Assessment (TIA) for the point precinct area, including forecasted capacities and traffic flows into and out of the port from different entrances.

b) Desktop geotechnical investigations.

Review historic geotechnical investigations and topographical surveys.

c) Hydrological Study

d) Surveys

e) Hazop Study

Carry out the Hazard and Operability Study (HAZOP) based for prefeasibility engineering and incorporates equipment that are mandatory for the safe operation identified in the HAZOP. The *Consultant* makes provision for participation of the *Employer* in the HAZOP.

Hazard and Operability (Hazop) study to be conducted after selection of confirmed option.

f) Socio-economic Study

g) Environmental Study

Environment scoping and Social Governance (ESG) scoping and offsets Sustainable Development Design reports study for the required environmental and relevant environmental outputs as per the Transnet PLP concept and prefeasibility stages guide.



h) Multi-Criteria Analysis (MCA)

Developing and presenting engineering design options for the road, bridges stormwater and servitudes crossings. It is recommended that a separate Multi-Criteria Analysis (MCA) be done for each item (road and bridges), and then combine the two items in terms of a signed-off concept layout at the end.

Task Order 2: Develop Concept Design, PLP and Gate Review

The *Consultant* shall meet the following minimum requirements but not limited to:

a) Signed-off concept design

Generation of engineering layouts and design of the works to a prefeasibility level of design, where required (as per Transnet's PLP) for the following but not limited to these options:

- a. Quayside Road Entrance designs for the short, medium, and long-term included.
- b. To add the other roads structures impacted (bridges, culverts, stormwater and bulk services crossings).
- c. Point Precinct Auto bridges and road alignment accessing both Automotive and Container Terminal.

b) Design Basis Report

c) Submission of engineering and design method statements covering all engineering and designing activities for the execution phase of the project.

d) Writing of the required engineering project specifications (in the event of no existing but deemed necessary) in accordance with the *Employer's* requirements for execution phase of the project.

e) All prefeasibility designs and reports

Provision of engineering design, and project management, project support services and inputs required from TNPA to support and deliver this scope.

f) Compilation of the prefeasibility level of engineering and detail design package, which includes functional engineering and prefeasibility level design details, calculations and drawings meeting all the *Employer's* requirements.

g) Engineering interface meetings and the generation of the minutes for all the meetings.



- h) TNPA and Local Authority\’s interface meetings and the generation of the minutes for all the meetings.
- i) Obtain relevant municipal engineering and design acceptances (ie Traffic acceptance by local authority).
- j) Schedule, including critical project milestones for the complete project.
- k) Production of the basis of the schedule.
- l) 3D rendered drawings and traffic simulation report
- m) Compilation of the project estimate per each package including information to develop basis for the related Bill of Quantities (BOQs) for the whole project.
- n) Documentation including the assumptions which form the basis of the cost estimate.
- o) Provision of detailed and realistic cash flow plan in line with the proposed schedule linked to relevant work packages during that period.
- p) Identify risks and compile a risk register.
- q) Provision for the involvement of the *Employer* in the design and risk reviews.
- r) Monthly progress reports
- s) All PLP prefeasibility reports, (refer Annexure 10)
- t) Business Case for feasibility phase, with all required inputs
- u) Finalise Reports and obtain approval for all reports
- v) Gate Review
- w) Distribution of reports or trade-off studies carried out (where required).
- x) Maintenance of a document control process.
- y) Maintenance of a document review procedure whereby documents are formally reviewed by identified stakeholders and representatives.
- z) Maintenance of a cost control system inclusive of all requirements.
- aa) Implementation of change management.

Success of this prefeasibility project depends on the *Consultants* ability to:



- Carefully select resources with the required experience, skill, and attitude,
- Efficiently mobilise the necessary resources,
- Work closely with TNPA for any relevant information, guidance, and support,
- Manage stakeholder expectations (internal & external),
- Effectively manage sub-contractors,
- Foster team integration,
- Manage conflict and a changing business environment,

In addition, for effective execution, the *Consultant* shall:

- Supply all necessary tools, techniques, and support.
- Gather relevant data from internal and external stakeholders under the guidance and support of TNPA.

3 DELIVERABLES

The *Consultant* shall produce prefeasibility design reports, drawings, study reports, schedules, cost estimates, constructability sequencing, risks and assumptions associated with the work package.

3.1 Level Of Prefeasibility Design

- Develop designs to a prefeasibility level of detail for all of the road and bridges. In this stage, a selection process will be undertaken to select the most suitable option using a multicriteria assessment tool (MCA) for the proposed road and bridges.
- Produce prefeasibility designs and investigation reports.
- Prepare and submit all PLP Gate Review documents and requirements.
- The *Consultant* shall recommend a feasible pavement option to be developed at the next phase of the project [FEL 3 Inputs for Feasibility and Detailed design] for different road sections. The following shall be considered for each road but not limited to:
 - **Pavement construction options:**
 - Upgrade, reconstruction and new entrance.
 - **Pavement Options:**



- Rigid Pavement (Reinforced Concrete).
 - Flexible pavement (Asphalt).
 - Both Asphalt and Reinforced concrete in different sections of the road.
- Proposed prefeasibility road geometric layout needs to be produced and shall include the following but not limited to:
 - Number of lanes including bypass lanes: where possible, trucks dedicated lanes shall be provided.
 - Two proposed additional bridges.
 - Road interchange shall be explored where rail and pipe cross the road with high truck traffic volumes.
 - Road widths and road widening.
 - Road elevations.
 - Intersections.
 - Entrance gate position to accommodate future traffic streams to support proposed Automotive and Container Terminal.
 - Proposed traffic control system: Stop signs, roundabout etc.
 - Review and recommendation of drainage system.
 - Proposed new road layouts for proposed developments within the Automotive and Container Terminal.
 - The *Consultant* shall produce 3D drawings (Architectural views) of the road, entrance gate position and bridges.
 - Analyse and validate proposed road, entrance gate position and bridges layout around the proposed Automotive and Container Terminal area.

3.1.1 Summary Of Specialist Studies

The *Consultant* will undertake these studies:

- Traffic Impact Assessment (TIA). Wholistic TIA for the point precinct area, including forecasted



- capacities and traffic flows into and out of the port from different entrances.
- Desktop geotechnical investigations
- Hydrological Study
- Surveys
- Hazop Study
- Socio-economic Study
- Environmental Studies

3.1.2 Project Deliverables At Prefeasibility

The *Consultant* is required to deliver to the *Employer* as a minimum the following:

- Specialist Studies Report
- MCA Report
- Signed-off concept
- Design Basis Report
- All prefeasibility designs and reports
- Schedule including critical project milestones for the complete project
- 3D rendered drawings and traffic simulation report (road and rail)
- Project cost estimate
- Monthly progress reports
- All PLP prefeasibility reports, (refer Annexure 10)
- Business Case for feasibility phase, with all required inputs

4 STAKEHOLDER ENGAGEMENTS

The *Consultant* shall identify all authorities and stakeholders (including the Port's terminal operators) who should be consulted about the design and implementation of this project and the degree to which liaison with each is expected. In addition, the *Consultant* shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with whom liaison



must take place but shall not commit to any meetings without first engaging the *Employer* to confirm how and when such meetings should be held.

5 USE OF *CONSULTANT'S* DESIGN

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

6 KEY MILESTONE DATES

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

Table 6-1: Proposed major milestone dates – Entrance Gate and Bridges For Point Precinct

Description	Forecast date
Task Order 1: Prefeasibility Studies, Options and Multi-Criteria Analysis (MCA)	4 Months
Award <i>Consultant</i> Contract and sign-off requirements	May 2024
All Studies Complete	July 2024
Develop Options	July 2024
Conduct MCA	August 2024
Task Order 2: Develop Concept Design, PLP and Gate Review	5 Months
Develop Concept Layout	August 2024
Preliminary Engineering Design	October 2024
Draft PLP Deliverables	November 2024



Finalize PLP Deliverables	December 2024
Business Case for Feasibility Phase	January 2025
Gate Review	January 2025

7 SITE SERVICES

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

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

7.2 Access Route To Site

- a) Access to the Point Precinct is through several public roads leading to the port. The *Consultant* is made aware that these roads can become heavily congested because of traffic from the container and auto terminals.

7.3 Management And Start Up

7.3.1 Meetings

As a minimum we would require the following meetings:

- kick off meeting
- monthly progress meetings,
- monthly contract workshop
- Scope/workplan workshop,



- Options workshop/MCA workshop,
- meetings with stakeholders,
- draft final report review workshop,
- final report review workshop,
- PLP prep workshop,
- PLP evaluation,
- update of PLP documents workshop,

7.3.2 Documentation Control

- a) In Providing the Services all documentation requirements for the services shall be dealt with in accordance with document DOC-STD-0001 – Rev 03 (Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Consultant*.
- b) The *Consultant* Documentation Schedule (CDS) is as contemplated in DOC-STD-0001 – Rev 03.
- c) The *Consultant* documentation “Starter kit”, as contemplated in DOC-STD-0001 – Rev 03, will be issued at the kick-off meeting following award.
- d) All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Document Controller. In the event of urgent communication, electronic communication can be transmitted to Entrancegate@transnet.net, and relevant Document Controller copied in.
- e) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality Requirements will be cause for rejection and returned to the *Consultant* for corrective action and re-submission.



- f) Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- g) It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Service.
- h) The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- i) Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

7.4 Owners Requirements And Interface Management

7.4.1 Overview - Project Lifecycle Process

Engagement	Reports required	Relevant/applicable documents
Monthly	Progress update	• SoW Agile PLP (Annexure 9)
Face-to-face	Electronic (editable) and hardcopy	• PLP Prefeasibility Study Phase Manual (Annexure 10)
Virtual	Electronic (editable) and hardcopy (PDF)	

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

8 CONSULTANTS KEY PEOPLE

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



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

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

The *Consultant* shall provide an approach paper clearly identifying their key people, their roles and responsibilities and must ensure that this is aligned to the organogram and communication plan. In addition to the key personnel possible resources needed will include but not limited to Project Manager, Traffic Engineer, Structural/Bridge Engineer, Civil Engineer and Land Surveyor.

The *Consultant* shall employ suitably qualified and experienced key persons who have developed the necessary skills to provide prefeasibility design services including as a minimum but not limited to:

8.1 Project Manager X 1,

- The *services* of a Professional Project Manager is vital to project manage all the activities during this project phase.
- The *Consultant* shall procure the services of an experienced Project Manager who must be in possession of a Bachelor of Science/Technology Degree or Diploma in the built environment, (preferably in Civil Engineering) and registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000) as a PrCPM and/or with PMI as a PMP with minimum 12 years' relevant experience in roads and bridges.

8.2 Traffic Engineer X 1,

- The Traffic Engineer shall hold a Bachelor of Science Degree/ Bachelor of technology in Civil/Traffic Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in road and traffic environment. It is essential that the incumbent has developed the necessary competencies and experience in all aspects pertinent to the wholistic approach of traffic assessments to provide a professional service ensuring project objectives are achieved.



8.3 Structural/Bridge Engineer X 1,

- Structural/ Bridge Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil/Structural Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in civil/structural construction. Geotechnical experience will be an added advantage
- Experience in, but not limited to, design and knowledge of bridges.

8.4 Civil Engineer X 1,

- Civil Engineer shall be in possession of a Bachelor of Science Degree/ Bachelor of technology in Civil Engineering, registered as a Professional Engineer in terms of the Engineering Profession Act (Act 46 of 2000) with at least 10 years relevant experience in civil design and construction.
- Experience in, but not limited to design, construction and upgrade of roads and bridges projects.

8.5 Land Surveyor

- Verification and monitoring of survey and setting out activities are critical to the successful completion of the project. Activities shall include, but is not limited to general surveys deemed necessary.
- The *Consultant* shall procure the services of qualified and experienced Land Surveyor with minimum ten (10) years' relevant experience including roads and bridges. The incumbent shall be registered with the South African Geomatics Council (SAGC) or equivalent.

9 CONTRACT CHANGE MANAGEMENT

For ease of communication, standard templates shall be used for contract change management. The *Consultant* shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates provided.

Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the *Consultant*

The *Consultant* shall keep the following records available for the *Employer's Agent* to inspect:

- Records of Subconsultants appointed by the *Consultant*



- Records of people and equipment within the working areas

10 PROCUREMENT

Code Of Conduct

- The *Employer* aims to achieve the best value for money when buying or selling goods and obtaining *services*. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with the *Employer* must understand and support. These are:
 - The Transnet Detailed Procurement Procedure (DPP).
 - Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
 - The Public Finance Management Act (PFMA).
 - The Broad Based Black Economic Empowerment Act (BBBEE); and
 - The Anti-Corruption Act.
- a) This code of conduct has been included in this contract to formally apprise the *Consultant* of the *Employer's* expectations regarding behaviour and conduct of its suppliers.
- b) Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices
- c) The *Employer* is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.
- d) The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.
- e) The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- f) Employees must not accept or request money or anything of value, directly or indirectly, to:
 - 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 decision stakeholders involved in sourcing decisions; or gain an improper advantage.



- g) There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer's* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).
- h) The *Employer* is firmly committed to the ideas of free and competitive enterprise.
- i) Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- j) The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- k) The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.
- l) Generally, Suppliers have their own business standards and regulations. Although the *Employer* cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards the *Employer's* employees
- m) 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
- n) Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects

Conflicts Of Interest

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

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



11 THE *CONSULTANT'S* INVOICES

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

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

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

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- Registered name of the *Consultant*;
- Address (Physical and Postal) of the *Consultant*;
- The *Consultant's* VAT Number; and
- The Contract number: TNPA/2024/01/0004/53055/RFP

The invoice contains the supporting detail:

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2024/01/0004/53055/RFP

DESCRIPTION OF THE SERVICES: PROVISION FOR PREFEASIBILITY STUDIES FOR REPOSITIONING OF ENTRANCE GATE AND DEVELOPMENT OF BRIDGES AT POINT PRECINCT FOR THE PORT OF DURBAN

Invoices submitted by post are addressed to:

Transnet National Ports Authority

Queens Warehouse

237 Mahatma Gandhi Road

Durban

4000

For the attention of: **TBA**

Invoices submitted by hand are presented to:

Transnet National Ports Authority

Queens Warehouse

237 Mahatma Gandhi Road

Durban

4000

For the attention of: **TBA**

The invoice is presented as an original.

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

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

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

12 SUB-CONSULTING

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

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



Sub-contract documentation, and assessment of subcontract tenders:

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

13 LIST OF ANNEXURES

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

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

Part C4: Site Information

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

C4.1 Site Information

1. Description of the Site and its surroundings

1.1. General description

The Port of Durban is located on the east coast of KwaZulu-Natal within the eThekweni Municipality. The Port of Durban consists of multiple precincts that handle different commodities such as, Liquid bulk, Automotive, Dry bulk, etc. The Entrance Gate and Bridges is located at the Point Precinct. Figures 1- illustrates the aerial view of proposed Entrance Gate and Bridges at Point.





Figure 1: Aerial View of Proposed Entrance Gate and Bridges at Point Precinct

Note: The entrance gate is along Quayside Road. Bridge 1 will span across Shepstone Street and Bridge 2 will span over Quayside Road.

The purpose of the two proposed bridges and the upgrade of Road and Entrance Gate is to accommodate increased traffic volumes for both Automotive and Container Terminals in the short, medium and long-term.

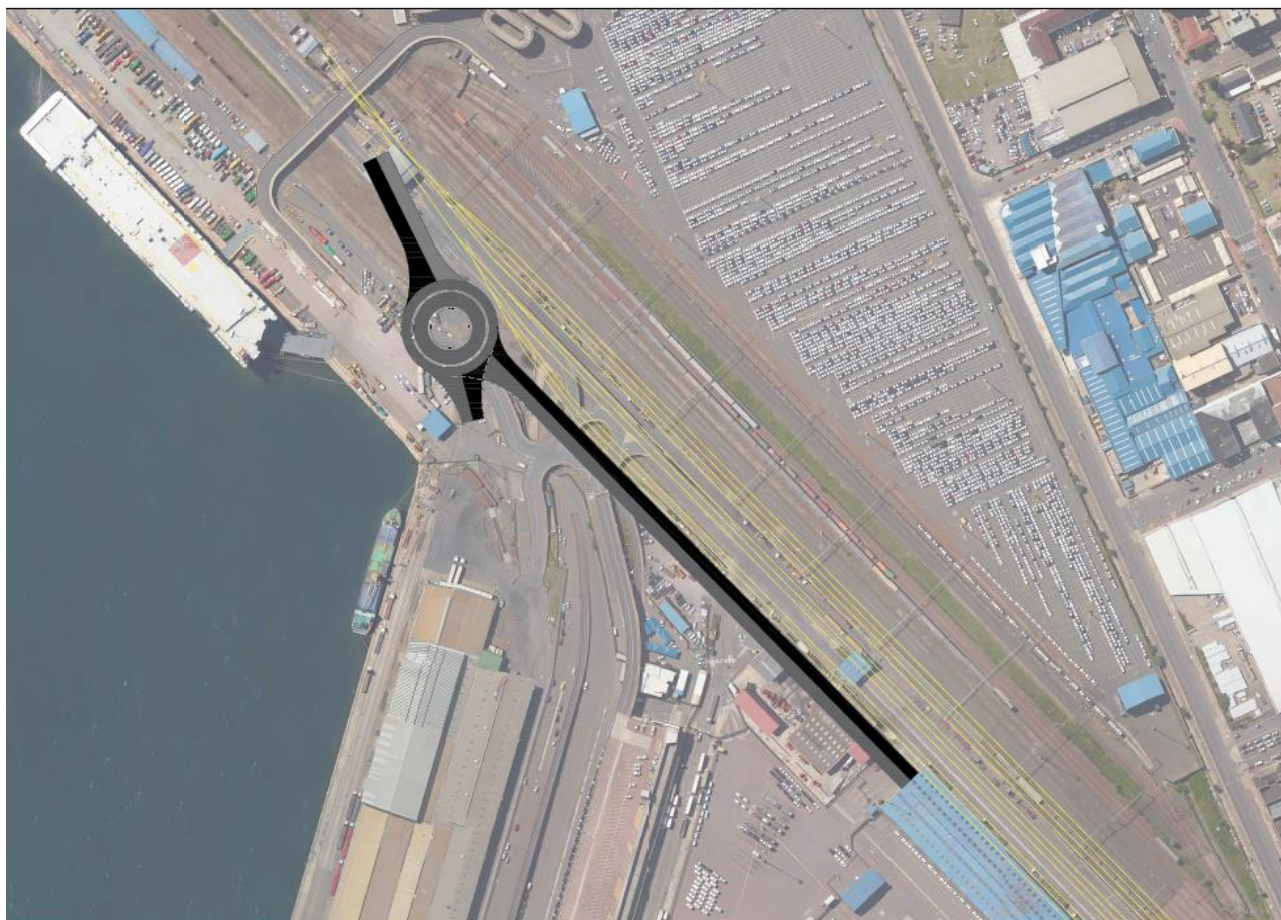


Figure 2: Proposed New Turning Circle at Point Precinct

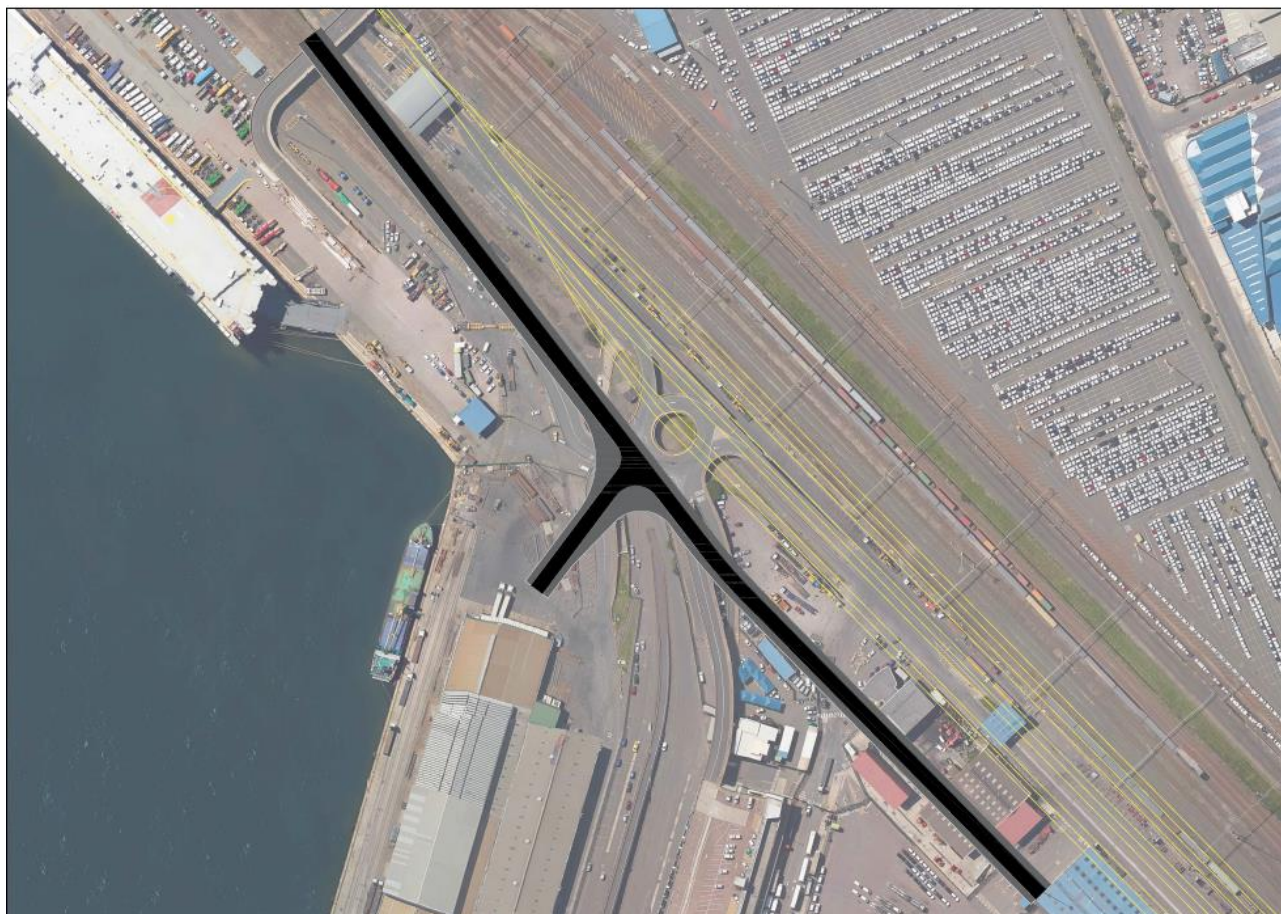


Figure 3: Proposed New T-Junction At Point

Note: The above Figure 2 and Figure 3 are merely guiding concepts from the client. The consultant will be required to conclude on the concepts during the MCA phase.

2. Access and access permits

It is a fundamental requirement that the *Consultant* familiarizes himself with the eThekweni Transport Authority systems and the road network leading to the Automotive and Container Terminals. The *Employer* shall grant access to the site of works and avail support staff to the *Consultant*.

Maintaining road access

The *Consultant* shall ensure the safe passage of traffic along the roads at all times. This shall entail the provision of flagmen, protective barriers, signs, speed limits, etc for protection, direction and control of traffic.



Existing services

Existing services drawings will be issued by the TNPA. The kick-off meeting shall include a walk about on the site where TNPA will point out known services and hazards that may not be shown on supplied plans.

In addition to the above, the *Consultant* shall identify and relocate underground services. This includes manual excavations and ground penetration radar scanning. The *Consultant* shall be liable for all claims arising out of any damage caused by such excavation, if the *Consultant* fails to exercise the requisite care and attention in carrying out the excavation. The existing services shall be protected when excavating.

The *Consultant* is required to liaise with the *Employer* and establish as accurately as possible, the location of the various existing services situated within the works area and record all such information on a suitable "marked -up" drawing for reference at all times.